

Mortgage Payment Protection

**Cover in the event of Accident,
Sickness or Unemployment**

Britannia

part of The **co-operative** bank

Contents

Policy Summary

Policy Summary	1
----------------	---

Policy Wording

Section 1 – Your Policy	2
Section 2 – Definitions	4

The Cover

Section 3 – Eligibility for Cover	7
Section 4 – Disability Cover Benefit	9
Section 5 – Unemployment Cover Benefit	11
Section 6 – General Exclusions	13
Section 7 – When Cover and Benefit Will End	13

How to Claim

Section 8 – Comprehensive Claims Management	14
Section 9 – Claims Conditions	15

Further Information

Section 10 – Increasing Your Monthly Benefits or Changing Your Cover	17
Section 11 – General Conditions	18

Cancellation Rights

Section 12 – Cancellation Rights	19
----------------------------------	----

Customer Care

Section 13 – Customer Care	19
----------------------------	----

Introduction

Welcome to Your Britannia Mortgage Payment Protection Insurance Policy

This policy is designed to provide financial benefit to protect your mortgage payments and other monthly outgoings.

This policy is underwritten by:

AXA Insurance UK plc

Registered in England No 78950

Registered Office: 5 Old Broad Street, London, EC2N 1AD

A member of the AXA Group of Companies.

AXA Insurance UK plc is authorised and regulated by the Financial Services Authority (FSA).

This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0300 500 5000.

Calls may be monitored or recorded. Call charges will apply and will vary.

Britannia is a trading name used by The Co-operative Bank plc. The Co-operative Bank plc is authorised and regulated by the Financial Services Authority and is entered in the Financial Services Authority Register with registration number 121885.

Britannia will communicate with you in English.

Please note that other taxes, costs or both may exist which are not paid through or imposed by Britannia.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance size of the business and the circumstances of the claim.

You can get more information from the Financial Services Compensation Scheme at 7th Floor, Lloyds Chambers, 1 Portsoken Street, London E1 8BN or call them on: 020 7892 7300.

Important Telephone Numbers

Policy Helpline

If you have any questions, please call Britannia on:

0845 1217918*

Or write to: Britannia, Britannia House, Leek, Staffordshire Moorlands, ST13 5RG.

Claims Helpline

Please ensure you have read Section 8 "**Comprehensive Claims Management**" of this document in full before calling the claims line.

If you need to claim, please call:

0870 850 4852*

*Calls may be monitored or recorded. Call charges will apply and will vary.

Section 1 - Your policy

This policy document sets out the cover, benefits, terms and exclusions of your Britannia Mortgage Payment Protection Policy. Please read it in conjunction with your schedule of insurance so that you know what cover is provided and what you should do if you need to claim. If you have any questions, please call Britannia on 0845 1217918*.

Britannia Payment Protection offers you not just insurance but an assistance programme designed to help you back to work, with the following benefits:

Unemployment Claims:

- JobStart – you will receive the following
 - a job search manual
 - assistance in producing your CV
 - advice on employment matters
 - access to a job search database

Disability Claims:

- Physiotherapy assessment for a range of disabilities, including back pain
- Accelerated Treatment where AXA Insurance UK plc considers this appropriate

Full details of all of these services can be found on Section 8 under the heading “Helping You Back to Work”

To help you understand the extent of cover provided you will find these headings:

What is Covered

These sections are printed on a dark background and give detailed information on the insurance provided and must be read with “What is Not Covered” at all times.

What is Not Covered

These sections are shown on a light background and give detailed information on what is not included in your policy.

To help highlight key information about a number of important exclusions and limitations we have included these symbols:



Impending Unemployment



Unemployment Qualification Period



Fixed-Term Contract Workers



Self-Employed



Pre-Existing Conditions and Chronic Conditions

Please refer to **Section 3 - Eligibility for Cover** for full details.

This policy is for a period of 1 year. It will automatically expire at the end of your annual period of insurance.

If, at the end of your annual period of insurance, we decide not to offer renewal, we will write to you advising you of this at least 60 days before your period of insurance ends.

If, at the end of your annual period of insurance, we decide to offer renewal, then at least 60 days before the end of your period of insurance, you will receive details of your cover for the next 12 months, together with a new schedule of insurance.

If we do offer renewal, please note that your new policy may contain different cover, benefits, exclusions and/or other terms to those of this policy, and we may charge a different premium. Any new terms will be detailed clearly to you in good time before renewal, so that you can decide whether to accept the new policy or not.

Section 2 - Definitions

Certain words are defined in this document and schedule of insurance and whenever they appear in **bold** they have the meaning shown below.

Agreement - **your** mortgage agreement secured by a mortgage or standard security (as appropriate) on a property which is used only as **your** or **your family's** home.

Carer - if **you** are required to care for someone in **your** immediate family and are in receipt of a carer's allowance from the Department for Work and Pensions.



Ceased to trade - where **you** are entirely out of paid work because

- (1) **your** business has failed, or
- (2) the business of which **you** are a controlling director has failed,

and in both cases **you** have provided accounts to cessation and **your** last tax return has been placed with **your** local tax office. This does not include temporary cessation.



Chronic condition - any condition, injury, illness, disease, sickness or related condition that has at least 1 of the following characteristics:

- continues indefinitely; or
- is constant and controlled rather than cured; or
- has symptoms that recur and have required consultation, treatment, advice or care in the past; or
- requires long-term monitoring, treatment, consultation, check-ups, examination or tests.

Consultant - a medical specialist who is a member of an appropriate Royal College which recognises the person as a specialist. This does not include **you** or a member of **your** family or anyone residing with **you**.

Deferred Period - The period commencing on the first day of any period of **unemployment** or **disability** and lasting for the number of consecutive days as shown on **your schedule of insurance**. No benefit will be paid in respect of this period.

Disability or disabled - any accidental injury or sickness that happens after the **inception date** and during the **period of insurance** for which **you** seek treatment or consultation by a **doctor** and which solely and independently of all other causes, prevents **you** from engaging in **your** job or any similar work that **your** experience, education or training may reasonably qualify **you** to do. If **you** are **self-employed** this means a disability that **stops you** from helping, managing or carrying out any part of the day-to-day running of **your** business.

Doctor - a qualified medical practitioner registered with the General Medical Council and practising in the **United Kingdom**. This does not include **you** or a member of **your** family or anyone residing with **you**.

Employment - actively working for remuneration under a permanent contract of employment, or a fixed-term contract and paying class 1 National Insurance contributions.

Family(s) -

- **Your** spouse; or
- **Your** civil partner; or
- Any of **your** unmarried dependent children (including legally adopted and stepchildren) up to the age of 18 years (or 23 years if in full-time education).

Inception date - the date **your** initial **period of insurance** begins.

Monthly benefit - the amount of benefit shown in **your schedule of insurance** which applied on the date when the **unemployment** or **disability** occurred.

This must include the monthly **agreement** repayment amount and can include mortgage-related life assurance premiums, other monthly payments which relate to the repayment of the **agreement**, buildings and contents insurance premiums and the **premium** for this **policy**.

The **insured person** may also choose to include up to an additional 100% to cover other monthly outgoings.

The total monthly benefit cannot be less than £100 or more than £2,500.

If **you** make a claim under this **policy** and also apply for any means-tested state benefits, the Government agency dealing with **your** claim may treat some or all of the monthly benefit **you** receive from **us** as income when calculating **your** benefit entitlement.

Period of insurance – the dates between which cover is provided under this **policy** as shown in **your schedule of insurance** (being a period of not more than 12 months from the **start date**). Please note that at the end of **your** period of insurance all cover under this **policy** will automatically end.

Policy – the document which sets out the terms of the contract of insurance between **you** and **AXA Insurance**. It consists of this document and **your schedule of insurance**.



Pre-existing condition – any medical 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 **inception date**; or
- have seen or arranged to see a **doctor** about during the 12 months immediately preceding the **inception date**.

Premium – The amount (shown in **your schedule of insurance**) that **you** pay for cover under the mortgage payment protection insurance policy for the specified **period of insurance**. This premium is payable by monthly instalments.



Regular fixed-term contract – either a contract of at least 12 months with the same employer that has been renewed at least once; or a contract with the same employer for a continuous period of at least 24 months; or a fixed-term contract to which **you** were transferred from a permanent contract of **employment** with the same employer with no break between contracts.

Schedule of insurance – the schedule that confirms **your** insurance details including the **inception date**, **start date**, **period of insurance**, **monthly benefit** and **premium**.



Self-employed – **you** are self-employed if **you** are:

- actively working for profit in a business or profession, alone or in association with others and paying Class 2 National Insurance Benefit Contributions and being assessable to Income Tax under Schedule D Case I or II; or
- a non-salaried partner in a partnership; or
- a director, controlling director or employee of a company in which **you** have a shareholding of 25% or more.

Start date – the date the current **period of insurance** begins. This will be either the same as the **inception date** or, if the policy has been renewed, the date of the most recent renewal. This will be shown on **your schedule of insurance**.

Unemployed – In a state of **unemployment**.

Unemployment – if **you** are not in **employment** and **you** are registered as unemployed with the relevant Government agency. **You** must also be in receipt of National Insurance Contribution credits and be available for and actively seeking alternative **employment** or **self-employment**. If **you** are **self-employed**, **you** must have **ceased to trade**.

If **you** are on a Government Training Scheme **you** will be considered **unemployed** provided **you** are in receipt of a Training Allowance and **you** are still available for and actively seeking **employment** or **self-employment**.

Special Note - if **you** are working in more than 1 job, then **you** will be entitled to claim under Section 5 - Unemployment Cover Benefit as long as **you** register with the relevant Government agency, are in receipt of National Insurance Contribution credits and are available for and actively seeking alternative **employment** or **self-employment**.

We, Us, Our, AXA Insurance - AXA Insurance UK plc. Registered in England No. 78950. All claims matters are handled by AXA Insurance, Creditor Claims, 1st Floor, Civic Drive, Ipswich, IP1 2AN.

You, Your, Insured person - the person or people named on the **schedule of insurance** who are covered by the insurance.

Section 3 - Eligibility for Cover

You are eligible for this insurance provided that, at the **inception date**, **you**:

- are aged 18 or over and under 85 and have an agreement with **us**; or
 - are aged 18 or over and under 65 and have an agreement with an alternative lender;
- and
- live in the United Kingdom, the Channel Islands or the Isle of Man; and
 - are working in **employment** or **self-employment** in the United Kingdom, the Channel Islands or the Isle of Man and have been so continuously for at least the previous 6 months at the date of **your** application (if **you** are on holiday or are on statutory maternity leave from **your employment**, **you** will still meet this condition).

Important Notes on Limitations that may affect your ability to claim:

There are certain circumstances where **your** ability to claim may be limited.

For **your** ease, **we** have highlighted these sections below. Please take **your** time to thoroughly read the sections where **you** see the relevant symbol.



Impending Unemployment

If at the **inception date**, **you** have been notified that **you** are at risk of being made **unemployed**, or **you** have been notified that **you** will become **unemployed**, **we** will not pay any claim for that period of **unemployment**. (Please see **Section 5 - Unemployment Cover - What is Not Covered**.)



Unemployment Qualification Period

If **you** become **unemployed**, have been notified that **you** are at risk of being made **unemployed**, or have been notified that **you** will become **unemployed** within 90 days of the **inception date**, **we** will not pay any claim for that period of **unemployment**. (Please see **Section 5 - Unemployment Cover - What is Not Covered**.)

Special Note - If **you** are unable to claim for **your** period of **unemployment** due to the **Unemployment Qualification Period**, **you** are entitled to cancel the **policy** and receive a full refund of any premiums paid for this **policy**.



Fixed-Term Contract Workers

If **you** are on a **regular fixed-term contract**, **you** will be treated as being in a permanent contract of **employment**; therefore **you** will be covered for the non-renewal of **your** contract and entitled to receive up to a maximum of 12 **monthly benefit** payments.

If **you** are on a fixed-term contract which does not meet the definition of a **regular fixed-term contract**, **you** will not be covered for non-renewal of **your** contract and benefit for **unemployment** will only be payable up until the original intended expiry date of **your** contract if it is terminated early.

If **you** are on a fixed-term contract which does not initially meet the criteria of a **regular fixed-term contract**, but which subsequently meets this criteria, **you** will be treated as being in permanent employment if a claim occurs after the criteria has been met (please refer to the meaning of “**regular fixed-term contract**” in **Section 2 - Definitions** and **Section 5 - Unemployment Cover**.)



Self-Employed

If **you** are **self-employed**, **your** business must have **ceased to trade** before **you** will be entitled to claim **unemployment** benefit (please refer to the meaning of “**Ceased to trade**” in **Section 2 - Definitions**)



Pre-Existing Conditions and Chronic Conditions

If at the **inception date**, **you** are aware of an existing medical condition, whether diagnosed or not, **you** will not be able to claim for that condition (please refer to the meaning of “**pre-existing condition**” and “**chronic condition**” in **Section 2 - Definitions and Section 4 - Disability cover**)

Changes to your circumstances

It is important to tell Britannia as soon as possible if **your** circumstances change. Examples of the changes Britannia should be made aware of include:

- a) Changes to **your** employment status such as leaving work for any reason including retirement or **your** employment moves outside of the United Kingdom, Channel Islands or Isle of Man
- b) Any change which results in **you** ceasing to pay Class 1 or 2 National Insurance contributions,
- c) **You** move or begin spending a significant amount of time outside of the United Kingdom, Channel Islands or Isle of Man.

Please contact Britannia on 0845 1217918* as a change in **your** circumstances may mean that **you** might not be eligible to make certain claims on **your policy**. If **you** are in anyway unsure if a change in **your** circumstances is important please contact Britannia to discuss.

Section 4 - Disability Cover

This cover only applies if **your schedule of insurance** which accompanies this **policy** document shows that **you** have chosen Disability Cover.

What is Covered

- a) If during the **period of insurance** you become **disabled** and that **disability** lasts for more than the **deferred period**, we will pay the following to **you**:
- 1/30th of the **monthly benefit** for each day of **your disability** from the 1st full day of **disability** following **your deferred period** up to **your next agreement** repayment date.

Then...

- The **monthly benefit** for each following calendar month of **your disability**.

Then...

- At the end of **your disability**, we will pay 1/30th of the **monthly benefit** for each day of **your disability** from the day after **you** were last paid benefit, to the last day of **your disability**.
- b) The maximum benefit we will pay for any period of **disability** will be an amount equal to 12 **monthly benefit** payments.
- c) Where we have paid less than the maximum benefit for a claim for any 1 **disability**:
- i) **you** must have returned to work for at least 1 month before **you** can claim again for a different unrelated **disability**; or
 - ii) if there is a recurrence of the same **disability** within 3 months of **your** return to work, **your** claim will be treated as a continuation of the original claim. The **deferred period** will not be re-imposed and in total we will pay an amount equal to 12 **monthly benefit** payments

This process will be applied whether or not these periods of **disability** occur in the same **period of insurance**.

- d) Where we have paid the maximum benefit in respect of any 1 **disability** claim **you** must have returned to work for at least;
- i) 6 months before **you** will be entitled to claim again for the same **disability**; or
 - ii) 1 month before **you** can claim again for a different unrelated **disability**; or
 - iii) 1 month before **you** are able to claim under a different section of this **policy**.

If **your policy** is renewed the waiting periods listed above may affect **your** ability to claim in future periods of insurance.

- e) **You** will not receive **monthly benefit** for the **deferred period** of **your disability**.

What is Not Covered

We will not pay the **monthly benefit** for any **disability**:

- + resulting from a **pre-existing condition** which persists or returns during the 12 months immediately following the **inception date**; or
- + resulting from a **chronic condition** that **you** knew about or should reasonably have known about at the **inception date** whether requiring medical attention at that time or not; or
 - resulting from any mental or nervous disorder including anxiety, stress or depression unless investigated and diagnosed by a **consultant** specialising in the relevant field; or
 - resulting from any back complaint or associated condition unless supported by specialist medical evidence; or
 - arising from any treatment or surgery which is not medically necessary to sustain or maintain **your** quality of life and which is undertaken solely at **your** request; or
 - for which supporting medical evidence has not been provided by a **doctor**; or
 - resulting from attempted suicide or wilful exposure to danger (except in an attempt to save human life); or
 - resulting from intentional self-inflicted injury; or
 - resulting from the taking of alcohol or drugs, unless under the specific direction of a **doctor** and not for the treatment of drug addiction; or
 - if **you** are not under the regular care and attention of a **doctor**; or
 - for which the **monthly benefit** is being paid under this **policy** in respect of **your unemployment**; or
 - if **you** were not in **employment** at the start of the **disability**; or

We will not pay any benefit for any of the reasons listed in Section 6 - General exclusions.

Section 5 - Unemployment Cover

This cover only applies if **your schedule of insurance** which accompanies this **policy** document shows that **you** have chosen Unemployment Cover.

What is Covered

- a) If during the **period of insurance** you become **unemployed** and that unemployment lasts for more than the **deferred period**, we will pay the following to **you**:
- 1/30th of the **monthly benefit** for each day of **your unemployment** from the 1st full day of **unemployment** following **your deferred period** up to **your next agreement** repayment date.

Then...

- The **monthly benefit** for each following calendar month of **your unemployment**.

Then...

- At the end of **your unemployment**, 1/30th of the **monthly benefit** for each day of **your unemployment**, from the day after we last paid benefit, to the last day of **your unemployment**.
- b) **Unemployment** will not begin until after the end of any period for which you receive payment instead of working your notice (that is payment in lieu of notice). If it is unclear what period is covered by the payment in lieu, we will calculate the period based on your average weekly earnings during the 13 weeks immediately prior. You will not receive **monthly benefit** for the **deferred period**. The **deferred period** will start from the end of any period for which you receive payment instead of working your notice.
- c) The maximum benefit we will pay for any period of **unemployment** will be an amount equal to 12 **monthly benefit** payments.

If there are less than 3 consecutive months of **employment** between 2 periods of **unemployment**, we will treat these 2 periods as 1 claim. We will not pay any benefit for the time you were in **employment** between the 2 periods of **unemployment**. The **deferred period** will not be re-imposed and in total, we will pay a maximum amount equal to 12 **monthly benefit** payments. This process will be applied whether or not these periods of **unemployment** occur in the same **period of insurance**.

- d) Where we have paid the maximum benefit in respect of any 1 **unemployment** claim you must have returned to work for at least;
- i) 6 months before you are able to claim again for **unemployment**; or
 - ii) 1 month before you are able to claim under a different section of this policy.

If your **policy** is renewed the waiting periods listed above may affect your ability to claim in future periods of insurance.



- e) You will not receive **monthly benefit** for the first 30 days of **your unemployment**.
- f) If you are offered temporary work whilst you are **unemployed** we will continue your claim when the temporary work ends, provided you are still **unemployed** and the following conditions are met:
- i) before you start work you must tell us in writing that you will be working, for whom (even if you will be **self-employed**), for how many hours per week and for how long. You must also tell us if these circumstances change, and
 - ii) Your temporary work lasts for at least 1 week and no longer than 6 months, whether for 1 contract or a series of contracts.

You claim will be suspended at the beginning of the temporary work. On completion of the temporary work **your** claim will be resumed. The number of payments already made before the temporary work begun will count towards the maximum number of 12 **monthly benefit** payments.


- g) If **you** are working in more than 1 job then **you** will be entitled to claim under Section 5 – Unemployment Cover Benefit as long as **you** register with the relevant Government agency, are in receipt of National Insurance Contribution credits and are available for and actively seeking alternative **employment** or **self employment**.

What is Not Covered

We will not pay the **monthly benefit** for any **unemployment**:

-  • if the **unemployment** occurs, is notified to **you** or the risk of **unemployment** is notified to **you** within 90 days of the **inception date**, unless **you** can provide proof that **you** had the same cover under another mortgage payment protection insurance policy immediately prior to accepting this insurance; or
-  • which **you** knew of, had received notification that **you** are to be made **unemployed** or had received notification that **you** were at risk of being made **unemployed** at the **inception date**; or
 - after a period of casual, temporary or occasional work; or
 - which is a normal or seasonal occurrence in **your** line of work; or
 - for which payment in lieu has been received. Please also see What is Covered, item b; or
 - caused by or resulting from **your** misconduct, unless an employment tribunal deems **your** dismissal to be unfair or wrongful; or
 - resulting from any industrial action where **you** are directly involved; or
 - caused by **your** resignation, voluntary **unemployment** or voluntary redundancy.

This exclusion will not apply if:

- i) **your** unemployment is solely and directly as a result of **you** becoming a **carer** but subject to **you** not being aware at the time of applying for this insurance that **you** becoming a **carer** was likely to happen; or
 - ii) **your** voluntary redundancy is claimed under section 147 or 148 of the 1996 Employment Rights Act due to short time working.
- where **you** are not available for and are not actively seeking alternative **employment** or **self-employment**; or
 -  • for a period where the **monthly benefit** is being paid under this **policy** for **your** **disability**; or
 - where as a **self-employed** person **you** cannot provide satisfactory evidence of having **ceased to trade**. For example a copy of **your** accounts to cessation and **your** last tax return placed with **your** local tax office (provided the local tax office confirms **your** tax return to **us**) will constitute satisfactory evidence; or
 - occurring or continuing whilst outside the United Kingdom, Channel Islands or the Isle of Man for a period intended by **you** to be of more than 90 consecutive days.

We will not pay the **monthly benefit** for any period of temporary **employment** undertaken during a claim.

f If **you** were on a fixed-term contract immediately prior to **your unemployment**, which does not meet the criteria of a **regular fixed-term contract**, the following additional exclusions apply:

- a) **unemployment** which begins at the expiry date of a fixed-term contract; or
- b) **unemployment** beyond the date on which the fixed-term contract would have been terminated had **you** remained working for the original intended period of the contract.

We will not pay any benefit for any of the reasons listed in Section 6 – General Exclusions.

Section 6 – General Exclusions

What is Not Covered

You will not receive **monthly benefit** for any **disability** or **unemployment** caused by or resulting from the following:

- war; or
- any criminal or fraudulent acts in which **you** are involved.

Section 7 – When Cover and Benefit Will End

As this is an annual **policy**, all cover under this **policy** will automatically end on the date shown on **your schedule of insurance** (being a period of not more than 12 months from the **start date**), unless 1 of the following events occurs earlier, in which case **your policy** will end on that earlier date:

- **you** retire from **employment** or **self-employment**; or
- **your agreement** ends; or
- **you** die; or
- **your** circumstances change and this change renders the insurance invalid – see **Section 11 – General Conditions**; or
- **you** default in paying **your** premium/s – please see Section 12 - Cancellation Rights, for details
- the only remaining obligation **you** have under **your agreement** is to pay **your** lender a fee for holding **your** title deeds in safe custody; or
- **you** advise Britannia that **you** wish to cancel the **policy** – see Section 12 – Cancellation rights.

If any of these events occur within 30 days of receiving **your policy** or within 30 days of the renewal date, **we** will refund any **premium** paid in full. Otherwise, providing **you** have not incurred an eligible claim during the current **period of insurance** **we** will keep an amount of **premium** in proportion to the time **you** have been on cover and refund the balance to **you** or if **you** have chosen to pay by monthly instalments, **your** monthly instalments will finish and no **premium** refund will be given.

All entitlement to receive **monthly benefit** payments under a claim will end on the earliest of the following dates:

- **your agreement** ends; or
- **you** die; or
- **you** default in paying **your premium if you** have chosen to pay by monthly instalments; or
- **you** advise Britannia that **you** wish to cancel the **policy** – see Section 12 – Cancellation rights; or
- **you** have received an amount equivalent to 12 **monthly benefit** payments.

Britannia must be told as soon as possible when 1 of the above events occurs.

Maximum Age

Please note that if **you** turn 85 and have an **agreement** with Britannia or turn 65 and have an **agreement** with an alternative lender, during **your period of insurance**, **we** will cover **you** for the remainder of that **period of insurance**. However, **we** will not offer **you** renewal after the first renewal date following **your** 65th or 85th birthday. **We** will write to **you** at least 60 days before the end of the last **period of insurance** to confirm that **we** will not renew **your** cover.

Section 8 – Comprehensive Claims Management

How do you make a claim?

All claims

If **you** need to make a claim **you** should contact **our** Claims Helpline on 0870 850 4852*

When telephoning **us** with a new claim it would be helpful if **you** or **your** representative could have the following information to hand

Unemployment Claims

You must have the following information to hand when **you** call **us**:

- Mortgage lender and mortgage account number;
- Date **you** last worked;
- National Insurance Number;
- Name, address and telephone number of **your** employer;
- Name, address and telephone number of **your** accountant (if **you** are self-employed);
- Address of **your** Benefit Office; and
- **Your employment** history from 6 months prior to the **inception date**.

Disability Claims

You must have the following information to hand when **you** call **us**:

- Mortgage lender and mortgage account number;
- National Insurance Number;
- Date **you** last worked;
- Name, address and telephone number of **your doctor**;
- Name, address and telephone number of any **consultant** or hospital to which **you** have been referred;

- Name, address and telephone number of **your** employer or accountant; and
- **Your employment** history from 6 months prior to the **inception date**;

Helping You Back to Work

The efficient handling and payment of **your** claim are very important, however, **we** recognise that the most important thing is to help **you** return to work, whether this means helping **you** find a new job or helping **you** back to fitness after an accident or illness. **We** have therefore arranged a programme of services that will help **you** in securing a return to work. A Claims Guide will be sent to **you** once **you** have given **us** the details of **your** claim. Please find below details of the services that may be offered to **you**.

Job Search Manual

If **you** make an **unemployment** claim **you** will receive a job search manual which includes information on how to cope with the effects of job loss, where to find opportunities, how to apply for jobs, interview skills, managing job offers and personal organisation and motivation.

CV Production Support

You will also receive assistance on producing **your** CV.

Telephone Helpline

A telephone helpline will also be made available to **you** so that **you** can contact specialist employment advisors.

Job Search Database

The telephone helpline will help **you** to gain access to a regularly updated list of jobs in **your** area which will assist **your** job search.

Physiotherapy Support for Back and Soft Tissue Injuries

This service will be provided to **you** if **you** make a **disability** claim for a condition that will benefit from physiotherapy treatment, such as soft tissue injury and back pain. **You** may be seen by a fully qualified physiotherapist for an assessment of **your** condition and, if appropriate, **you** will be offered a series of physiotherapy treatment sessions. **You** will also be provided with advice on exercise and self-help to help **you** return to work quickly and safely.

Accelerated Treatment

If **you** make a **disability** claim in connection with a condition that requires immediate treatment, **we** may, at **our** option decide that as part of **your** claim it will be appropriate to pay for private treatment.

Section 9 - Claims Conditions

You must comply with the following terms to have the full protection of **your policy**. If **you** do not do so, then **we** may at **our** option, and always acting reasonably, cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claims payment.

- We** must receive notification together with any other relevant information **we** may reasonably require within 90 days of the date of the event giving rise to the claim. If **you** do not notify **us** or supply **us** with the relevant information within 90 days and this prejudices **our** ability to verify the claim, then other than in exceptional circumstances no benefits will be paid for the claim.

- b) The claims process will be fully explained to **you** when **you** call **us** and a declaration will be sent to **you**. **You** will need to sign and return the document(s) to **us**, together with any supporting documents that **we** have requested. **You** must continue to pay **your premium** for the **period of insurance** in which **your** claim began, or **we** may at **our** discretion deduct any outstanding **premium** due from any claim payment made.
- c) If during the period of a claim, **you** take temporary work, **you** will not receive any payments of benefit under this **policy** for the time **you** are working. If the period of temporary work lasts less than 6 consecutive months, the periods of **unemployment** before and after the temporary work will be treated as 1 continuous claim and **monthly benefit** will continue until **we** have paid an amount equal to 12 **monthly benefit** payments.
- d) **You** must notify **us** before if possible, or within 7 days of **you** taking any temporary **employment** or **self-employment**.
- e) **You** must provide any information, evidence or medical certificates needed by **us** to deal with **your** claim. This must be provided by **you** at **your** own expense. If **you** unreasonably refuse to provide any of these documents, no benefits will be payable for any period for which the required substantiating proof is not provided.
- f) If **your** claim is as a result of voluntary redundancy claimed under section 147 or 148 of the 1996 Employment Rights Act, **you** will be required to produce documentation to confirm that the redundancy is within the terms of this Act.
- g) If **you** decide to seek work in another member state of the European Economic Area, **we** will continue to handle **your** claim for up to 3 months (and the maximum amount of benefit will be up to 3 **monthly benefit** payments) provided **you** have made arrangements with the Employment Service to register as **unemployed** in the country **you** are going to and provide **us** with a copy of **your** E303/3 form and evidence of continued **unemployment**.
- h) If **you** become **unemployed** during a **disability** claim or **disabled** during an **unemployment** claim **you** must notify **us** as soon as reasonably possible.
- i) **We** will pay the **monthly benefit** to **you** once **your** claim has been accepted.
- j) In order for **you** to prove **your** claim, **we** may require **you**, at **our** expense, to be examined by a **consultant, doctor** or medical specialist, including physiotherapists, osteopaths and chiropractors, of **our** choice. If **you** unreasonably refuse to attend any such examination, no further **monthly benefit** will be payable.
- k) If **you** are **self-employed** and making an **unemployment** claim, **you** must also provide evidence that:
 - **You** stopped work because **you** could not find enough work to meet all **your** reasonable business and living expenses and declared this to the HM Revenue & Customs, this will include details of **your** national insurance contributions and copies of **your** final accounts;
 - The **unemployment** is not normal or seasonal in **your** line of work.
- l) If **we** are paying **you** benefit and **your** claim changes from **disability** to **unemployment** or from **unemployment** to **disability**, **your** claim will continue for the other benefit without reapplying the deferred period and **we** will pay in total a maximum amount equal to 12 payments.

Fraudulent claims

You must not act in a fraudulent manner.

If **you** or anyone acting for **you**:

- make a claim under the **policy** knowing the claim to be false or fraudulently exaggerated in any respect; or
- make a statement in support of a claim knowing the statement to be false in any respect; or

- submit a document in support of a claim knowing the document to be forged or false in any respect; or
- make a claim for any loss caused by **your** wilful act or with **your** connivance.

then

- **we** will not pay the claim;
- **we** will not pay any other claim, which has been or will be made under the **policy**;
- **we** may at **our** option declare the **policy** void;
- **we** will be entitled to recover from **you** the amount of any claim already paid under the **policy** since the last renewal date;
- **we** will not make any return of **premium**; and
- **we** may inform the police of the circumstances.

Section 10 – Increasing Your Monthly Benefits or Changing Your Cover

The **monthly benefit** and insurance cover shown on **your schedule of insurance** will remain unchanged for the **period of insurance**, unless **you** contact Britannia and they agree to a variation. **You** cannot increase the **monthly benefit** or change the insurance cover while **you** are making a claim.

If **you** increase **your monthly benefit** or change **your** insurance cover, **we** will reapply the eligibility criteria and the following exclusions to the portion of cover changed. The start date of the change will be the date **your** application for the increase in **monthly benefit** or change in insurance cover is accepted and applied to **your policy**.

You will not receive any increased **monthly benefit** and the changes to **your** insurance cover will not apply for any period of:

- **unemployment** which **you** had been notified of at the date **you** applied for the increase in **monthly benefit** or change in insurance cover; or
- **unemployment** caused by **your** resignation, voluntary **unemployment** or voluntary redundancy to become a **carer**, if **you** knew this was likely to happen on the date **you** applied for the increase in **monthly benefit** or change in insurance cover; or
- **unemployment** which occurs, which **you** are notified of or which **you** are notified **you** are at risk of within 90 days of the date of the increase in **monthly benefit** or change in insurance cover.

This 90 day period will not apply if the increase to the **monthly benefit** is as a direct result of an increase in the mortgage interest rate as supported by evidence from **your** lender. This 90 day qualifying period will also apply if the **policy** is in joint names and the monthly benefit is transferred between the **insured persons**.

- any **disability** caused by a medical 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 **your** application for the increase in **monthly benefit** or change in insurance cover is accepted and applied to **your policy**; or

- have seen or arranged to see a **doctor** about during the 12 months immediately preceding the date **your** application for the increase in **monthly benefit** or change in insurance cover is accepted and applied to **your policy**; or
- any **disability** resulting from a **chronic condition** that **you** knew about or should reasonably have known about at the date **your** application for the increase in **monthly benefit** or change in insurance cover is accepted and applied to **your policy** whether requiring medical attention at that time or not.

Section 11 – General Conditions

You must comply with the following terms to have the full protection of **your policy**. If **you** do not do so, then **we** may at **our** option, and always acting reasonably, cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claims payment.

Changes to your circumstances

It is important to tell Britannia as soon as possible if **your** circumstances change. Examples of the changes Britannia should be made aware of include:

- a) Changes to **your** employment status such as leaving work for any reason including retirement or **your** employment moves outside of the United Kingdom, Channel Islands or Isle of Man;
- b) Any change which results in **you** ceasing to pay Class 1 or 2 National Insurance contributions;
- c) **You** move or begin spending a significant amount of time outside of the United Kingdom, Channel Islands or Isle of Man.

Please contact Britannia on 0845 1217918* as a change in **your** circumstances may mean that **you** might not be eligible to make certain claims on **your policy**. If **you** are in any way unsure if a change in **your** circumstances is important please contact Britannia to discuss.

Reviewing your monthly benefit

It is **your** responsibility to ensure that this **policy** continues to meet **your** requirements. The **policy** is designed to meet **your** monthly mortgage repayments and any regular monthly outgoings that **you** wish to include. It is important that **your monthly benefit** is reviewed on a regular basis to ensure that this remains adequate for **your** needs. Please refer to **Section 10 – Increasing Your Monthly Benefits or Changing Your Cover** for full details.

Law Applicable

You and **we** can choose the law which applies to this **policy**. **We** propose that English Law applies. Unless **we** and **you** agree otherwise English law will apply to this **policy**.

Renewal of Your Policy

This **policy** is for a period of 1 year. It will automatically terminate at the end of **your** annual **period of insurance**.

If, at the end of **your** annual **period of insurance**, **we** decide not to offer renewal, **we** will write to **you** advising **you** of this at least 60 days before **your period of insurance** ends.

If, at the end of **your** annual **period of insurance**, **we** decide to offer renewal, then at least 60 days before the end of **your period of insurance**, **you** will receive details of **your** cover for the next 12 months, together with a new **schedule of insurance**.

If **we** do offer renewal, please note that **your** new policy may contain different **premium**, cover and/or other terms to that of **your** existing **policy**, and any new terms will be detailed clearly to **you** in good time before renewal, so that **you** can decide whether to accept the new policy or not.

Section 12 – Cancellation Rights

You may cancel this **policy** at any time. **You** can tell Britannia by writing to:
Britannia,
Britannia House,
Leek,
Staffordshire Moorlands,
ST13 5RG

If there is more than 1 **insured person**, then each must sign the letter.

Or **you** can telephone Britannia on 0845 1217918*. Lines are open from 8am – 6pm Monday to Friday, 9am – 1pm Saturdays.

Statutory Cancellation Rights

If, within 30 days of receiving **your policy** or within 30 days of the renewal date, **you** find that it does not meet **your** requirements **you** may cancel **your policy** by returning it and the **schedule of insurance** to the address above. **We** will refund any premium paid in full.

The effect of Cancellation Outside the Statutory Period

If **you** cancel the **policy** at any other time providing **you** have not incurred an eligible claim during the current **period of insurance** **we** will keep an amount of **premium** in proportion to the time **you** have been on cover and refund the balance to **you** or if **you** have chosen to pay by monthly instalments **your** monthly instalments will finish and no **premium** refund will be given.

If an eligible claim has been incurred during the current **period of insurance** **you** must continue to pay **your premium** by monthly instalments until the **policy** end date or **we** may at **our** discretion deduct the outstanding **premium** due from any claim payment made.

Non-Payment of Premiums

Britannia can cancel the **policy** immediately by sending **you** written notice if **you** do not pay the **premium** or fail to pay 2 of **your** monthly instalments. Prior to cancellation Britannia will contact **you** to establish the reason for non payment. In the event of not being able to reach an agreement OR not being able to contact **you** OR **you** not responding, Britannia will cancel the policy immediately by sending **you** written notice.

Section 13 – Customer Care

Britannia and **AXA Insurance** care about the service provided to **you**. **We** make every effort to maintain the highest possible standards.

MAKING YOURSELF HEARD

If **you** have cause for complaint, it is important **you** know **we** are committed to providing **you** with an exceptional level of service and customer care. **We** realise that things can go wrong and there may be occasions when **you** feel that **we** have not provided the service **you** expected.

When this happens, **we** want to hear about it so that **we** can try to put things right.

WHO TO CONTACT

The most important factors in getting **your** complaint dealt with as quickly and efficiently as possible are:

- to be sure **you** are talking to the right person; and
- that **you** are giving them the right information.

WHEN YOU CONTACT US

- Please give **us your** name and a contact telephone number;
- Please quote **your policy** and/or claim number, and the type of **policy you** hold; and
- Please explain clearly and concisely the reason for **your** complaint.

STEP ONE - INITIATING YOUR COMPLAINT

- a) if **your** complaint relates to this **policy** or the sale of this **policy you** need to contact either **your** local branch of Britannia or the Customer Feedback Centre at Britannia, Leek, Staffordshire Moorlands, ST13 5RG. Telephone 01538 391 744*; or
- b) if **your** complaint relates to a claim on this **policy you** need to contact AXA Insurance, Creditor Claims, 1st Floor, Civic Drive, Ipswich, IP1 2AN. Telephone 0870 850 4852*.

If **you** wish to provide written details, the following checklist has been prepared for **you** to use when drafting **your** letter;

- head **your** letter 'COMPLAINT';
- give **your** full name, post code and contact telephone number(s);
- quote the type of **policy** and **your policy** and/or claim number; and
- explain clearly and concisely the reason(s) for **your** complaint.

The letter should be sent to the person dealing with **your complaint along with any other material required**.

We expect that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if **you** are not satisfied, **you** can take the issue further:

STEP TWO - PROGRESSING YOUR COMPLAINT

If **your** complaint is one of the few that cannot be resolved by this stage and:

- a) relates to the way in which this **policy** was sold to **you** and **you** have exhausted avenues of resolution with Britannia and **you** are still not satisfied, then **you** may contact the Financial Ombudsman Service (FOS) at the address in step three below; or
- b) relates to this **policy** or a claim on this **policy** then contact the Head of Customer Care who will arrange for an investigation on behalf of the Chief Executive at:

Head of Customer Care

AXA Insurance

Civic Drive

Ipswich

IP1 2AN

Tel: 01473 205926*

Fax: 01473 205101

Email: customercare@axa-insurance.co.uk



STEP THREE - BEYOND AXA OR BRITANNIA

If **you** have received a final response and **you** are still dissatisfied **you** may refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after **we** have provided **you** with written confirmation that **our** internal complaints procedure has been exhausted.

The Ombudsman can be contacted at:

Insurance Division

Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London

E14 9SR

Tel: 0845 080 1800

Fax: 020 7964 1001

Referral to the FOS will not affect **your** right to take legal action against **us** or Britannia.

OUR PROMISE TO YOU

- Acknowledge written complaints promptly.
- Investigate quickly and thoroughly.
- Keep **you** informed of progress.
- Do everything possible to resolve **your** complaint.
- Learn from **our** mistakes.
- Use information from complaints to continuously improve **our** service.

To help **us** improve **our** service, **we** may record or monitor telephone calls.

*Calls may be monitored or recorded. Call charges will apply and will vary.

This booklet is available in large print, Braille and on tape.
For further information please contact a member of staff.

Telephone calls may be recorded and/or monitored.

When you have finished with this fact sheet please recycle it.

The Co-operative Bank p.l.c., Registered office: P.O. Box 101, 1 Balloon Street, Manchester, M60 4EP.
Registered in England and Wales No. 990937. The Co-operative Bank is authorised and regulated by the
Financial Services Authority (No. 121885), is a member of the Financial Ombudsman Service
and is licensed by the Office of Fair Trading (No. 006110).

britannia.co.uk

