

Mortgage Payment Protection Insurance  
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# HELPUCOVER

## MORTGAGE PAYMENT PROTECTION INSURANCE (MPPI)

This policy summary does not contain the full terms and conditions of the contract. Full terms and conditions are contained within the policy document (GP02294) which follows this summary.

### Who is the insurer?

The insurer of this policy is Pinnacle Insurance plc. helpucover is a trading style of Pinnacle Insurance plc. Pinnacle Insurance plc is authorised and regulated by the Financial Services Authority.

### What is Mortgage Payment Protection Insurance (MPPI)

This policy protects your mortgage in the event that you are unable to work due to accident, sickness or unemployment subject to certain terms and conditions being met.

The benefits applicable to you depend on the type of cover you selected when applying for this insurance. The types of cover are:

- Accident, Sickness and Unemployment
- Accident and Sickness

You are eligible for this cover if:

- you are at least 18 years of age and under 65 years of age at the start date;
- you have been in full-time employment or self-employed for at least 12 continuous consecutive months immediately prior to the start date;
- you work and live in the United Kingdom, the Channel Islands or the Isle of Man. You may also be eligible for continued cover if you worked and lived in the United Kingdom, the Channel Islands or the Isle of Man at the start date and you are subsequently posted to work outside the United Kingdom, the Channel Islands or the Isle of Man 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; and
- you are either in the course of applying for a residential mortgage or have a residential mortgage that is not in arrears. "Buy to let" mortgages are excluded

### What are the benefits and features of MPPI?

You can select the monthly benefit under this policy to cover your regular mortgage repayment plus an optional amount, up to 25% of your mortgage repayment, to cover mortgage related outgoings such as buildings and contents insurance.

The maximum monthly benefit is £2,000 or 65% of your gross monthly income, whichever is less. MPPI is portable, meaning that if you change lender or move home, the cover stays with you.

MPPI provides two levels of cover - 'Back to Day One' and 'Standard'. *(Your schedule will specify the type and level of cover you have selected):*

- **Back to Day One** cover will provide the monthly benefit if you are unable to work due to accident, sickness or unemployment for longer than the wait period specified in your schedule. Thereafter 1/30<sup>th</sup> of the monthly benefit will be paid for each further consecutive day you are unable to work due to accident, sickness or unemployment.
- **Standard** cover will provide 1/30<sup>th</sup> of the monthly benefit for each continuous day you are unable to work due to accident, sickness or unemployment, after the wait period specified in your schedule.

The monthly benefit is payable monthly in arrears and will only be paid if you meet the terms and conditions of this policy. A maximum of 12 monthly benefit payments are payable under this policy for any one claim.

**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 are required to care for a member of your immediate family, you are in receipt of Carer's Allowance from the Department for Work and Pensions, and you 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.

### What am I NOT covered for under MPPI?

There are some situations that you are not covered for. These generally involve anything you already knew about when you took out this cover or that is caused by deliberate or illegal acts on your part.

The most significant exclusions of this policy are set out below, but there may be other exclusions that are significant to you, so you need to check the policy document.

For full details of the exclusions please refer to Sections 5 and 7 of the policy document.

Main instances when you will not be covered for **Accident or Sickness (Disability):**

- any condition, injury, illness, disease, sickness or related condition which you knew about (or ought reasonably to have known about) at the policy start date; or for which you sought or received advice, treatment or counselling from any doctor during the 12 months immediately before the policy start date.

This exclusion **does not** apply if you have been continuously insured and 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;

- self-inflicted injury, being under the influence of, alcohol or drugs;
- any condition of a mental or nervous origin, unless certified and under the continuing care of a consultant psychiatrist; and
- backache or related conditions unless there is supporting medical evidence. Such evidence may be a report from an appropriate consultant or from your doctor, in either case an MRI, CT scan, or equivalent, may be required.

In addition, in the case of a disability claim you must:

- be under the regular care and attendance of your doctor; and
- be prevented from working only as a result of the disability.

Main instances when you will not be covered for **Unemployment:**

- unemployment resulting from any condition excluded under the disability exclusions;
- if at the start date you knew you would become unemployed or you had reason to believe that you might become unemployed;
- unemployment which occurs within 120 days (new borrowers) or 180 days (existing borrowers) of the policy start date;
- if your work was seasonal, casual or temporary;
- if you come to the end of a fixed term contract, except in certain circumstances;
- if you resign or you accept voluntary unemployment;
- if you lose your job because of misconduct, fraud or dishonesty; and
- if you have received the monthly benefit for disability in the same period.

In the case of an unemployment claim you must satisfy the definition of unemployment set out in Section 1 of the policy (and if you were self-employed, you must have ceased trading).

#### How long does the MPPI contract run for?

The contract will end if you die, when you reach 65 or permanently retire, when you no longer have a mortgage agreement, when you fail to pay the monthly premium when due or the date on which you or we cancel your insurance.

#### Important

You may consider it appropriate to review the level of benefit provided by your mortgage payment protection on a regular basis to ensure it remains sufficient for your financial planning needs.

#### What happens if I take out cover and then change my mind?

If you are unhappy with your cover you can cancel your policy within 30 days of receiving your policy and receive your full premium back provided no claim has been made. Thereafter, you may cancel the policy at any time by giving us 30 days written notice, but you will not be entitled to a refund of premiums paid.

All cancellation requests should be made to Customer Services Department, helpucover, Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX or telephone 0870 720 0741.

#### How do I make a claim under MPPI?

If you wish to make a claim you can obtain a claim form:

by calling: 0870 720 0741

writing to: Claims Department  
helpucover  
Pinnacle House, A1 Barnet Way  
Borehamwood, Hertfordshire WD6 2XX

or on line at: [www.support.cardifpinnacle.com](http://www.support.cardifpinnacle.com)

#### How do I make a complaint about Pinnacle Insurance plc and helpucover?

While it is always our intention to provide a first class service, if you have a problem with the service you receive, you can write to the Customer Relations Manager, helpucover, Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX.

We will confirm we have received your complaint within five working days and will do our best to resolve the problem within four weeks. If we are unable to do so, we will let you know when you can expect an answer. If we have not resolved the problem within eight weeks, or if you are dissatisfied with our final response, we will give you information about referring your complaint to the Financial Ombudsman Service (if this applies to you).

#### Would I receive compensation if Pinnacle Insurance plc were unable to meet its liabilities?

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](http://www.fscs.org.uk)

# HELPUCOVER

## MORTGAGE PAYMENT PROTECTION INSURANCE (MPPI)

**UNDERWRITTEN BY : PINNACLE INSURANCE PLC**  
Head and Registered Office : Pinnacle House  
A1 Barnet Way  
Borehamwood  
Hertfordshire WD6 2XX  
Company Registered No. : 1007798  
Policy No. : 02294  
Date of Policy : 26<sup>th</sup> October 2007

This **policy** is designed to meet **your** mortgage commitments in the event of **your disability** or **unemployment** providing **you** meet the eligibility criteria set out in Section 2 and have paid the **monthly premium** when due. This **policy** provides **you** with everything **you** need to know about **your** cover and contains all the contractual terms and conditions of **your** cover including the exclusions.

Please read **your policy** and **schedule** carefully as together they explain the benefits that are available to **you** and the criteria **you** must meet to qualify for those benefits. Please make sure that **you**:

- are eligible for the insurance cover;
- know what insurance cover **you** have chosen;
- know what is covered and what is not covered by this **policy**;
- understand how changes in **your** employment affect **your** cover; and
- understand the terms and conditions for making a claim.

This **policy** uses words and phrases that have specific meanings. **You** will find these explained in Section 1 "Definitions". Defined words are shown in "**bold**" wherever they appear.

### 1. DEFINITIONS

The following words and phrases will have the following meanings where they appear in **bold** type.

**"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) final closing accounts for **your** business have been prepared and submitted to HM Revenue & Customs; or
- (ii) **your** business has been put in the hands of an insolvency practitioner; or
- (iii) **your** business is a partnership which has been or is being dissolved and final closing accounts have been prepared or are being prepared and submitted to HM Revenue & Customs;

**"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. It does not include **your** spouse, civil partner, a relative or someone who lives with **you**;

**"disabled/disability"** 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**;

**"doctor"** means a fully qualified medical practitioner registered with the General Medical Council and working in the United Kingdom, the Channel Islands or the Isle of Man. The **doctor** who confirms **your disability** when **you** are making a claim, cannot be **you**, **your** spouse, civil partner, a relative or someone who lives with **you**;

**"end date"** means the date **your** cover ends as set out in Section 12;

**"existing borrower"** means **you** apply for this insurance more than 90 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 end date. **You** must be receiving a salary or wages and be paying Class 1 National Insurance contributions;

“**gross monthly income**” means:

- (i) if **you** are in **full-time employment** - **your** average monthly salary before tax (including any commission and/or bonus payments **you** receive) for the 12 months immediately prior to the **start date** or the date **you** request a change in **monthly benefit**; or
- (ii) if **you** are **self-employed** - the monthly average of **your** income for the 12 months immediately prior to the **start date** or the date **you** request a change in **monthly benefit** as declared on **your** self assessment return for the previous tax year as confirmed by HM Revenue & Customs;

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

“**lender**” means the bank, building society or other financial institution with whom **you** have applied for, or have taken out **your mortgage**;

“**monthly benefit**” means the amount chosen by **you** to cover:

- (i) the regular monthly **mortgage** repayment; and
- (ii) an optional amount to cover mortgage related expenses such as mortgage related life assurance premiums, endowment premiums and buildings and contents premiums. This additional amount may not exceed 25% of **your** regular monthly **mortgage** repayment.

The maximum **monthly benefit** allowable shall not exceed £2,000 or 65% of **your gross monthly income**, whichever is less;

“**monthly premium**” means the monthly sum payable by **you** each month for insurance cover under this **policy**;

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

“**new borrower**” means **you** apply for this insurance when taking out **your mortgage** or within 90 days of **your mortgage** 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;

“**permanently retire**” means **you** have no intention of returning to **full-time employment** or **self employment** or of obtaining any further work;

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

“**pre-existing medical condition**” means any condition, injury, illness, disease, sickness or related condition and/or associated symptoms, whether specifically diagnosed or not:

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

“**schedule**” means the letter that confirms the detail and level of cover selected by **you**;

“**self-employed/self-employment**” means **you** are working for at least 16 hours a week and paying Class II National Insurance contributions and are:

- (i) helping with, managing or carrying on a business in the United Kingdom, the Channel Islands or the Isle of Man and liable to pay tax under Schedule D case I, II, IV and V of the Income and Corporations Taxes Act 1988;
- (ii) a partner or in a partnership; or
- (iii) a person who exercises direct or indirect control over a company;

“**start date**” means the date **we** advise **you** are accepted for cover under this **policy** as shown in **your schedule**;

“**unemployed/unemployment**” 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); and
- (ii) being available for, and actively seeking work and registered with:
  - (a) the Department for Work and Pensions; or
  - (b) the Department for Social Development in Northern Ireland; or
  - (c) the States Insurance Authorities in the Channel Islands or an EU member state; and
- (iii) **you** must have signed a Jobseeker’s agreement within the United Kingdom, or equivalent agreement in Northern Ireland, the Channel Islands or a European Union member state. Failure to comply with any condition of this **policy** may result in the suspension or the stopping of benefit;

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

“**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. Within this **policy**, headings are only included to help **you** and do not form part of the insurance contract.

## 2. ELIGIBILITY

**You** are eligible for this insurance if at the **start date**, **you**:

- (i) are 18 years or over but less than 65 years of age;
- (ii) have been in **full-time employment** or **self-employed** for at least 12 continuous consecutive months immediately prior to the **start date**;
- (iii) work and live in the United Kingdom, the Channel Islands or the Isle of Man. **You** may also be eligible for continued cover if **you** worked and lived in the United Kingdom, the Channel Islands or the Isle of Man at the **start date** and **you** are subsequently posted to work outside the United Kingdom, the Channel Islands or the Isle of Man as:
  - (a) a member of the British Armed Forces or as a civil servant at a British Embassy or Consulate; or
  - (b) **your** employer is a United Kingdom registered company and **you** are assigned to work within the European Union; and
- (iv) are either in the course of applying for a residential mortgage, or have a residential **mortgage** in place. Buy to Let mortgages are excluded.

### **Self-employed and Fixed-term Contract Workers**

If **you** are **self-employed** or **you** work on a fixed-term contract(s) **you** are eligible for this insurance but **you** should read this **policy** carefully to make sure it is suitable for **your** needs - **you** should pay particular attention to the definitions of “**self-employed**” and “**ceased trading**”, Section 6 “Unemployment Benefit” and Section 8 “Claims”. If **you** are **self-employed** and wish to claim **unemployment** benefit **you** will need to provide satisfactory evidence that **you**:

- have **ceased trading**;
- are registered as unemployed with the Department for Work and Pensions; and
- fulfil the definition of **unemployment**.

### **Important Notes**

Certain circumstances may affect **your** right to benefits if **you** are aware of them at the **start date**. **We** will not pay any benefits under this **policy** for:

- any condition, injury, illness, disease, sickness or related condition and/or associated symptoms whether specifically diagnosed or not, which **you** knew about (or ought reasonably to have known about) at the **start date** or, for which **you** sought or received advice, treatment or counselling from a **doctor** during the 12 months immediately prior to the **start date**.  
However, **you** will be able to claim if **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. Please refer to Section 5 for the full list of **disability** exclusions;
- any impending **unemployment** **you** were aware of at the **start date**. **You** will not be covered for any **unemployment** which **we** reasonably believe **you** knew was likely to happen, whether **you** had official notice of it or not, when **you** took out this insurance;
- any **unemployment** **you** were advised of or which happens during the first 120 days following the **start date** in respect of a **new borrower**, or within 180 days of the **start date** in respect of an **existing borrower**, whether **you** were aware of it or not at the **start date**;
- a Carer Cover claim under Section 6 (iv) if at the **start date** **we** reasonably believe **you** were aware of the need, or likely need at any time in the future, for a member of **your immediate family** to require a carer.

## 3. CHANGING LEVEL OF BENEFIT/CIRCUMSTANCES

- (i) It is **your** responsibility to ensure this **policy** continues to meet **your** requirements and that the chosen **monthly benefit** meets **your** mortgage repayment. If **you** take out a further advance on **your mortgage**, or change **mortgage** or transfer **your mortgage** to another **lender**, **you** may apply to change **your monthly benefit** to match **your** new mortgage repayments. If interest rates rise or fall, **you** may apply to amend **your monthly benefit** to reflect the change in **your** mortgage repayment.
- (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 120 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 **disability** claim results from any condition, injury, illness, disease, sickness or related condition and/or associated symptoms whether specifically diagnosed or not, which **you** knew about (or ought reasonably to have known about) at the date **you** applied for the increase or change, or for which **you** sought or received advice, treatment or counselling from a **doctor** during the 12 months immediately prior to the date **you** applied for the increase or change.  
However, **you** will be able to claim if **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.

#### 4. DISABILITY BENEFIT

##### Back to Day One Cover (If specified in your schedule)

If after the **start date** and before the **end date you** become continuously **disabled** for longer than the **wait period**, **we** will pay:

- (i) the **monthly benefit** at the end of the **wait period**; and
- (ii) thereafter, 1/30<sup>th</sup> of the **monthly benefit** for each continuous day **you** remain **disabled**.

The **monthly benefit** will be paid to **you** in arrears provided **you** meet the terms and conditions of this **policy**; or

##### Standard Cover (If specified in your schedule)

If after the **start date** and before the **end date you** become continuously **disabled** for longer than the **wait period**, **we** will pay 1/30<sup>th</sup> of the **monthly benefit** for each continuous day **you** remain **disabled** after the **wait period**.

The **monthly benefit** will be paid to **you** in arrears provided **you** meet the terms and conditions of this **policy**.

The following terms and conditions apply to Back to Day One Cover and Standard Cover:

- (i) To receive the **monthly benefit you** must:
  - (a) be in **full-time employment** or **self-employed** when **your disability** begins;
  - (b) satisfy the definition of **disabled** set out in Section 1 and be under regular care and attendance of **your doctor**;
  - (c) be prevented from working only as a result of the **disability**;
  - (d) not be receiving the **monthly benefit** for **unemployment** 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 the first day of **disability** to be the day a **doctor** certifies that **you** are **disabled** and are unfit for work.
- (iii) **We** will continue to pay the **monthly benefit** until:
  - (a) **we** have paid 12 **monthly benefit** payments in respect of a single **disability** claim;
  - (b) **you** return to **full-time employment** or **self-employment**;
  - (c) **you** fail to provide evidence of **your disability**; or
  - (d) the **end date**;whichever happens first.
- (iv) New Deal for Disabled People - If **you** have made a claim and then find part-time work for less than 16 hours per week through the Government initiative "New Deal for Disabled People" (or such other Government scheme which replaces it) **you** will still be able to claim for **disability** benefit provided that **you** are in receipt of Incapacity Benefit and the part-time work is for less hours per week than those worked prior to **your claim**.
- (v) 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 resulting from the same or a 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 single claim, **you** may only make a further **disability** claim (whether resulting from a related or unrelated condition) provided **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.
- (vi) 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.
- (vii) The maximum **monthly benefit we** will pay in respect of any claim **you** make under this **policy** is £2,000 or 65% of **your gross monthly income**, whichever is less.

#### 5. DISABILITY EXCLUSIONS

**We** will not pay any **disability** benefit if **your disability** results from or as a consequence of the following:

- (i) any **pre-existing medical condition** - this exclusion does not apply if **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) or whilst **you** are on naval, military or air force duty, service or any type of operations;
- (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 addiction or alcohol dependency);

- (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) ionising radiation or radioactive contamination from nuclear fuel, waste or equipment.

**6. UNEMPLOYMENT BENEFIT** (*This benefit only applies if shown in your schedule*)

**Back to Day One Cover** (*If specified in your schedule*)

If after the **start date** and before the **end date** **you** are **unemployed** for longer than the **wait period**, **we** will pay:

- (i) the **monthly benefit** at the end of the **wait period**; and
- (ii) thereafter, 1/30<sup>th</sup> of the **monthly benefit** for each continuous day **you** remain **unemployed**.

The **monthly benefit** will be paid to **you** in arrears provided **you** meet the terms and conditions of this **policy**; or

**Standard Cover** (*If specified in your schedule*)

If after the **start date** and before the **end date** **you** are **unemployed** for longer than the **wait period**, **we** will pay 1/30<sup>th</sup> of the **monthly benefit** for each continuous day **you** are **unemployed** after the **wait period**.

The **monthly benefit** will be paid to **you** in arrears provided **you** meet the terms and conditions of this **policy**.

The following terms and conditions apply to Back to Day One Cover and Standard Cover:

- (i) To receive the **monthly benefit** **you** must:
  - (a) have been in **full-time employment** or **self-employed** for at least 6 continuous consecutive months immediately prior to the **start date**;
  - (b) satisfy the definition of **unemployment** set out in Section 1 (and if **you** were **self-employed**, **you** must have **ceased trading**);
  - (c) not be receiving the **monthly benefit** for **disability** for the same period; and
  - (d) 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 equivalent government department in Northern Ireland, the Channel Islands or a European Union member state. **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 in respect of a single **unemployment** claim;
  - (b) **you** return to **full time employment** or **self employment**;
  - (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**;
 whichever happens first.
- (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; 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 single claim, **you** may only make a further **unemployment** claim if **you** have returned to **full-time employment** or **self-employment** for at least six months.

Statutory maternity or paternity leave can form part or all of the three or six month periods in (a) and (b) above.
- (vi) Fixed-term Contract Workers - If **you** work on a fixed-term contract and **your** contract is not renewed **you** will only be entitled to claim for **unemployment** cover if **you** meet one of the following criteria:
  - (a) **you** have been on a contract with the same employer for at least 12 months and had the contract renewed at least once;
  - (b) **you** have worked continuously under contract with the same employer for at least 24 months;

- (c) **you** were originally employed on a permanent basis but were transferred to a fixed-term contract by the same employer without a break in employment; or
  - (d) **you** are employed under a contract which is not regularly renewable but individually negotiated, and **you** have been with the same employer for at least 6 months and had **your** contract renewed at least twice, and **your** contract is terminated before it was due to expire. If this is the case, **we** will restrict payments to the period up to the original contract expiry date, subject to the terms of this **policy**.
- (vii) Temporary Work
- (a) An **unemployment** claim may be suspended on three occasions for a period of temporary work, provided:
    - (i) **you** notify **us** before **your** temporary work starts; and
    - (ii) **your** temporary work lasts for at least one week and no longer than 6 months, whether as one contract or a series of contracts.
  - (b) Once **your** temporary work has ended, **we** will continue to pay **your** claim as a continuation of **your** earlier claim up to a maximum of 12 **monthly benefit** payments in total, subject to the terms and conditions of this **policy**.
- (viii) The maximum **monthly benefit** **we** will pay in respect of any claim **you** make under this **policy** is £2,000 or 65% of **your gross monthly income**, whichever is less.

## 7. UNEMPLOYMENT EXCLUSIONS

**We** will not pay any **unemployment** benefit if:

- (i) at the **start date** **you** knew **you** would become **unemployed** or **you** had reason to believe that **you** might become **unemployed**;
- (ii) **you** are made **unemployed** or are told that **you** will be made **unemployed**, within 120 days of the **start date** in respect of a **new borrower**, or within 180 days of the **start date** in respect of an **existing borrower**;
- (iii) **your** work was seasonal, casual or temporary or **unemployment** is a regular feature of **your** work;
- (iv) **you** finish the job **you** were specifically employed to do, or **you** come to the expected end of a fixed-term contract unless **you** satisfy one of the conditions set out in Section 6 (vi) above;
- (v) **you** resign or **you** accept voluntary **unemployment**;
- (vi) **you** lose **your** job because of misconduct, fraud, dishonesty or any act **you** carried out;
- (vii) **you** are made **unemployed** because of any strike which **you** took part in or any lock-out by **your** employer;
- (viii) **you** fail to actively seek re-employment; or
- (ix) the **unemployment** results from any condition excluded under the **disability** exclusions set out in Section 5.

## 8. CLAIMS

- (i) **You** should request a claim form by telephoning 0870 720 0741, or contacting **us** at:  
 Claims Department, helpucover\*  
 Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX  
[www.support.cardifpinnacle.com](http://www.support.cardifpinnacle.com)

The fully completed claim form should be returned to **us** together with any supporting evidence within 90 days of the date **your disability** or **unemployment** began, or as soon as possible after this. All the relevant sections should be completed to avoid a delay in receiving benefits.

- (ii) Continuing Claim Forms - **we** will ask **you** to fill in a continuing claim form at **your** expense for each month **you** are claiming. **You** must send this to **us** within 90 days of the date **we** last paid **your monthly benefit**, or as soon as possible after this.
- (iii) **You** must give **us** any proof **we** reasonably ask for, at **your** own expense, otherwise **we** will not pay any benefit. **We** may also ask **you** for additional information during a claim. This proof could be amongst other things:
  - (a) **Disability** claims - a certificate from **your** employer confirming **you** are not presently working for them. **We** may require medical evidence in addition to **your doctor's** initial report, and/or ask **you** to undergo a medical examination with a **doctor** or **consultant** appointed by **us**. **We** will pay the costs of 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 for not attending;
  - (b) **Unemployment** claims - confirmation of **your unemployment** from the Department for Work and Pensions Jobcentre Plus (or equivalent government department in Northern Ireland, the Channel Islands or a European Union member state) or a letter from **your** last employer confirming **you** worked for them. If **you** are **self-employed**, **we** will contact **your** accountant, bank and/or tax office for proof that **you** have **ceased trading**.
- (iv) If **you** are ineligible for a Jobseeker's agreement, **you** must be able to provide ongoing alternative evidence acceptable to **us** that **you** are **unemployed** and actively seeking re-employment. This could include copies of job applications, invitations to interviews, application responses and registration with employment agencies.

- (v) If **you** are seeking work in the European Union **you** must make arrangements with the Department for Work and Pensions to register as **unemployed** in the country **you** are going to. **You** must obtain a form E303/3 from the Overseas Benefits Office before leaving the United Kingdom. **We** will continue to pay **your unemployment** claim for a period of up to 3 months.
- (vi) If **you** or **your** partner are receiving any State benefit, **you** should advise the appropriate authority if **you** are also claiming under this policy. In some circumstances, the amount of **monthly benefit** **you** receive under this policy may affect **your** entitlement to State benefit. **Your** local benefits agency will be able to provide **you** with further information.
- (vii) 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 of claims.

## 9. SWITCHING CLAIMS

**You** can switch between a **disability** claim and an **unemployment** claim (or vice versa) without interruption (i.e. no additional wait period will be applied), subject to a maximum of 12 **monthly benefits** being paid in total. All other terms of this **policy** will still apply and both claims must be valid.

## 10. 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](http://www.support.cardifpinnacle.com)) each subject to availability, which may 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 and access to **our** Claims Support website ([www.support.cardifpinnacle.com](http://www.support.cardifpinnacle.com)) each subject to availability, which may assist **you** with health updates and general information on **your** condition.

## 11. PREMIUMS

- (i) Each **monthly premium** covers **you** for one month. At the start of **your** insurance cover **we** may collect more than one **monthly premium** to make sure **you** are covered for the correct period.
- (ii) **You** must continue to pay **your monthly premium** while **you** are claiming benefit. If **your** last **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.
- (iii) **We** will give **you** not less than 30 days written notice of any change to **your monthly premium** rate. However, if there is a change to the insurance premium tax percentage rate **your monthly premium** will be changed automatically without notice.

## 12. WHEN COVER ENDS

All cover under this **policy** and all benefits shall automatically end on the earliest to occur of the following:

- (i) the date **your mortgage** terminates;
- (ii) the date **you** reach 65 years of age or **permanently retire**;
- (iii) the date **you** die;
- (iv) the date **you** fail to pay the **monthly premium** when due; or
- (v) the date **you** or **we** cancel **your** insurance as set out under the terms of this **policy**.

## 13. 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 by writing to **us** and returning **your policy** within 30 days (the “cooling off period”) of the **start date** or the date **you** receive the **policy** documents, whichever is later. **You** will receive a full refund of any **monthly premium** paid provided no claim has been made under the terms of this **policy**.
- (ii) Outside the “cooling off period” - If **you** have not made a claim against this **policy** and cancel outside the initial 30 day “cooling off period”, no refund of **monthly premium** will be payable.
- (iii) If **you** have claimed - If **you** have made a claim against this **policy** and wish to cancel, no refund of **monthly premium** will be payable.
- (iv) All cancellation requests should be made to:  
Customer Services Department, helpucover\*  
Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX  
Telephone: 0870 720 0741

## 14. VARIATION AND TERMINATION

- (i) With the exception of any legislative or regulatory changes made by the Government, the Equality and Human Rights Commission, or HM Revenue & Customs, which are outside **our** control, **you** will be given at least 30 days written notice of any alteration to the premium rates or the terms of cover under this **policy**. The minimum period between consecutive changes will be 180 days.
- (ii) **We** may at any time vary or waive the terms and conditions of this **policy** by an endorsement to it signed by **our** duly authorised official. **We** will give **you** not less than 30 days written notice of such change.

- (iii) **We** may cancel **your** insurance cover immediately if **we** have proof of **your** fraud in relation to the cover provided under this **policy**.
- (iv) **We** may cancel **your** insurance cover under this **policy** by giving **you** 30 days written notice.

#### 15. 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 **you** any benefits under this **policy**.

#### 16. INVALID MONTHLY BENEFIT PAYMENTS

If **we** make any payments 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 made by **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.

#### 17. GENERAL CONDITIONS

- (i) The **monthly benefit** cannot be paid to anyone else or in any way other than as described in this **policy**.
- (ii) When **your** cover under this **policy** ends it will not have a cash or surrender value.
- (iii) The rights given under this **policy** cannot be transferred to anyone else.
- (iv) A person who is not a party to the contract of insurance set out in this **policy** shall have no rights under the Contracts (Rights of Third Parties) Act 1999 (the Act) to enforce any term of this **policy** provided that this shall not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Act.
- (v) **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](http://www.fscs.org.uk)
- (vi) 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.
- (vii) **We** will use the English language in all documents and communications relating to this **policy**.
- (viii) To improve the quality of **our** service, **we** will be monitoring and recording some telephone calls.

#### 18. 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, helpucover\*  
Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX

##### STEP 2

Should **you** remain dissatisfied with the outcome of any internal enquiries, **you** 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.

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

