HOME BUILDER



MORTGAGE PAYMENT PROTECTION INSURANCE



POLICY DOCUMENT

UNDERWRITTEN BY QUDOS INSURANCE A/S

You have applied for and We have accepted Your application for mortgage payment protection insurance with Qudos Insurance A/S. In return for the appropriate Premium, this Policy confirms that You are insured from the Policy Start Date against Accident, Sickness and Unemployment (to the extent specified in Your Schedule and subject to the terms, exclusions and conditions of the insurance contract as set out in this Policy).

Your proposal, Policy and Schedule combine to form this insurance contract.

PLEASE NOTE: You have a statutory right to cancel this Policy and obtain a refund of any Premium paid within 30 days of the Policy Start Date. Details of these cancellation rights are set out in Section 8. CANCELLATION in this Policy.

1. Are You Eligible for Cover?

You are eligible to take out mortgage payment protection insurance if on the Policy Start Date:

- You are aged 25 or over and are under the age of 64, and
- You have been Working in the United Kingdom continuously for the last 6 months
- You have been residing in the United Kingdom continuously for the last 6 months
- You are in the course of applying for a residential Mortgage, or have taken out a residential Mortgage within the last 30 days, and
- You are seeking to protect monthly Mortgage payments in the event of Accident, Sickness or Unemployment to the extent covered by this Policy.

You are not eligible for cover if:

- You are aware of any impending Unemployment which may affect You, or
- You are in casual, seasonal or temporary Work, or
- You are Working less than 16 hours per week, or
- You are currently unable to attend Work due to an Accident or Sickness (this does not apply if You are on maternity leave, paternity leave, adoption leave or parental leave).
- You have not taken out a new residential Mortgage within 30 days of Your Policy Start Date.

It is very important that **You** provide **Us** with all the information **We** reasonably require in order to administer **Your** insurance. It is particularly important that **You** remember to contact the **Administrator** if **You** change **Your** address.

2. What the Words Mean

Some of the words and phrases **We** use in this **Policy** have special meanings and appear in bold typeface. Except where the context otherwise requires, the masculine shall include the feminine, the singular shall include the plural and vice versa, as appropriate.

Administrator	Trent-Services (Administration) Limited, Trent House, Love Lane, Cirencester, GL7 1XD (authorised and regulated by the Financial Conduct Authority under reference 315285).
Accident and Sickness	You have a medical condition certified by a Doctor or Consultant as preventing You from doing Your normal Work or any similar Work which You are reasonably able to do given Your experience, education or training and You are not doing any other Work for payment or reward.
Benefit Period	The maximum number of 12 Monthly Benefit payments that would be payable for any Claim Period as shown on Your Schedule .
Business	A company, profession, trade or industry registered in the United Kingdom .



Business Failure	The total cessation of Your Business caused entirely by circumstances beyond Your control or the control of any director or partner in Your Business .
Claim Period	Any separate period of time during which You are unable to Work due to an Accident , Sickness or Unemployment and receiving Monthly Benefit under this Policy .
College	The Royal College of Surgeons, the Royal College of Physicians or any other Royal College of medical practitioners.
Consultant	A medical specialist, other than You, Your Partner or any of Your relatives, who is a member of a College and recognised by that College to be a consultant .
Contract Employment	You are employed on a fixed term contract of at least 13 weeks duration.
Controlling Interest	Owning individually or jointly 20% or more of the issued shares.
Doctor	A medical practitioner, other than You, Your Partner or any of Your relatives, practising in the United Kingdom and a fully registered person under the Medical Act 1983.
Initial Exclusion Period	The 90 days immediately following the Policy Start Date when You cannot claim for Unemployment . If You are applying to cancel and replace Your cover from another provider, the 90 day period will be waived.
Lender	The bank, building society or financial institution with whom You have applied for, or taken out Your Mortgage .
Mortgage	The Mortgage contract between You and the Lender in relation to which We have agreed to provide cover under this Policy .
Monthly Benefit	The Monthly Benefit payable will be the amount You have selected, up to a maximum of Your monthly Mortgage payment plus 50% or £3,000 or 75% of Your Normal Monthly Income whichever is the lesser.
Normal Monthly Income	 Either of the following: If You are employed the average of the gross amounts shown on Your payslips from Your employer during the last 12 months, or If You are Self Employed, the monthly average of the gross income You declared to HM revenue and Customs for the previous tax year.
Partner	Your spouse, Your civil partner (as defined in Section 1 of the Civil Partnership Act 2004), or the person (whether or not of the same sex) with whom You are permanently cohabiting in a relationship equivalent to marriage (including Same Sex Couples Act 2013).
Period of Cover	The period between the Policy Start Date and the Termination Date for which the correct Premium has been paid by You .
Permanent Employment	You are in paid employment under a contract of service, paying Class 1 National Insurance contributions and Your employment has no fixed or pre-defined finishing date other than the normal retirement age for Your occupation.
Policy	The cover provided to You under the terms and conditions of this insurance contract.
Policy Review Date	The date 12 months after Your Policy Start Date and annually thereafter.
Policy Start Date	The date cover commences as shown on Your Schedule .





Pre-Existing Condition	Any sickness, condition or injury or which You have suffered from symptoms whether diagnosed or not, and about which You : • Knew or should reasonably have known at the Policy Start Date , or • Had seen or arranged to see a Doctor during the 12 months prior to the Policy Start Date .
Premium	The amount You must pay for cover under this Policy .
Schedule	The document accompanying this Policy which confirms the Benefit Period , Policy Start Date , Policy Review Date , Waiting Period and Monthly Benefit which You have applied for and which We have accepted.
Self Employed/ Self Employment	You carry on a Business in the United Kingdom alone or with others and pay Class 2 or Class 4 (if profits are over a certain amount) National Insurance contributions and are classed as Schedule D for income tax purposes, or You can control the affairs of a Business You Work for because You or a relative or a member of Your household individually or jointly have a Controlling Interest in that Business.
Termination Date	 The earliest of the following to occur: You die, or You retire from Work or reach the age of 70, whichever is the earlier, or You stop residing or Working in the United Kingdom, or You default on Your Premium payment, or You no longer have a Mortgage agreement, or You or We cancel this Policy.
Unemployed/ Unemployment	 You are out of Work directly due to circumstances beyond Your control, and You must be: Receiving Income Support, Job Seekers Allowance or You do not qualify for these benefits because You have been entitled to make reduced National Insurance contributions in the past Actively seeking Work Registered as available for Work at a Job Centre Plus or the Department of Health and Social Security in Northern Ireland Entirely without Work Not in receipt of wages in lieu of notice.
United Kingdom	England, Wales, Scotland and Northern Ireland.
Waiting Period	The period shown in Your Schedule during which You will need to be continuously unable to Work due to an Accident or Sickness or Unemployment before You are entitled to receive Monthly Benefit .
We or Us or Our	Qudos Insurance A/S. Registered Office: Kobmagergade 22, 1, 1150, Copenhagen K, Denmark (regulated by the Danish Finanstilysnet, the Danish regulator).
Work or Working	Gainful Permanent Employment, Contract Employment or Self Employment within the United Kingdom for a minimum of 16 hours per week and paying the appropriate National Insurance contributions.
You or Your or Yourself	The person named on Your Schedule





3. Payment of Premiums

Premiums are payable by direct debit, monthly in advance, by **You**. If **Your Premium** remains unpaid for 30 days after the due date **Your** cover under this **Policy** will cease.

If **You** are in receipt of **Monthly Benefits**, **You** must continue to pay **Your** monthly **Premium** as it falls due in order to ensure continuous cover under this **Policy**.

We will review Your Policy at the Policy Review Date and any changes We wish to make will take effect from that date. Following the review, We can make changes to Your Premium and Policy to reflect changes in the cost of providing this cover in the future.

Premiums may go up or down or remain unchanged as a result of this review. The **Policy** cover may also change as a result of this review.

There is no limit on the size or type of these changes.

We will notify You in writing at least 30 days before the Policy Review Date.

For each review, We will take a fair and reasonable view on the likely future cost of providing this cover by considering:

- · Our experience and expectations of the cost of providing this product or similar insurance products
- · Widely available economic information, such as rates for inflation, unemployment and interest
- Changes in law, regulation and taxation.

The review will not be directly affected by whether You have made a claim. The only exception would be in the event of a change in:

- · Law, regulation, taxation, or
- The recommendation of an Ombudsman which **We** need to implement prior to the review.

4. Payment of Claims

4.1 ACCIDENT AND SICKNESS

If You are Working and become unable to Work due to an Accident or Sickness during the Period of Cover for longer than the Waiting Period, We will pay to You one Monthly Benefit on the first day that You remain continuously unable to Work due to an Accident or Sickness following the Waiting Period. After that, We will continue to pay You one thirtieth of the Monthly Benefit for each day You remain continuously unable to Work due to an Accident or Sickness, monthly in arrears.

We will continue to pay until the Termination Date, or until:

- The last consecutive day of Your Accident or Sickness, or
- The date You stop providing due proof that You remain continuously disabled, or
- The date **We** have paid **You** a sum equivalent to the maximum number of **Monthly Benefit** payments allowed in the **Benefit Period** as shown in **Your Schedule**.

4.1.1 ACCIDENT OR SICKNESS EXCLUSIONS

No benefit will be payable to You if Your Accident or Sickness:

- Is due to You deliberately injuring Yourself
- Is due to alcohol, solvent abuse or drugs (other than drugs taken under the direction of a **Doctor** or **Consultant** and not for the treatment of drug addiction)
- Arises from stress, anxiety, depression or any mental or nervous disorder unless You are referred to a Consultant Psychiatrist by
 Your Doctor and, provided that the Condition solely prevents You from Working, Your claim will be considered from the date of
 diagnosis by the Consultant Psychiatrist until You are released from their care; or
- Is a result directly or indirectly from a **Pre-Existing Condition** (but this exclusion will not apply to a **Pre-Existing Condition** if **You** have been free from its symptoms, and have not consulted any **Doctor** nor received any treatment for or in connection with it, for a 2 year period prior to **Your** claim)





- Is due to pregnancy, childbirth or abortion other than a medical complication which directly occurs as a result of Your pregnancy or
 pregnancy related conditions
- Is a result of spinal and related conditions unless there is radiological medical evidence of abnormality, visible wound or contusion confirmed by a **Doctor**, or a **Consultant** referred to by **Your Doctor** and, provided that the condition solely prevents **You** from **Working**, **Your** claim will be considered from the date of diagnosis by the **Consultant** until **You** are released from their care
- Is due to a back related **Condition** unless there is radiological evidence of medical abnormality, visible wound, contusion, or **You** are referred to a **Consultant** by **Your Doctor** and, provided that the condition solely prevents **You** from **Working**, **Your** claim will be considered from the date of diagnosis by the **Consultant** until **You** are released from their care; or
- Is a result of medical operations or treatments which in the opinion of **Our** chief medical officer are not medically necessary, including cosmetic or beauty treatments

Benefit will not be paid for Accident or Sickness if You are receiving Unemployment benefit under this Policy.

4.2 UNEMPLOYMENT

If You are Working and become Unemployed after the Initial Exclusion Period during the Period of Cover for longer than the Waiting Period, We will pay to You one Monthly Benefit on the first day that You remain continuously Unemployed following the Waiting Period. After that, We will continue to pay You one thirtieth of the Monthly Benefit for each day You remain continuously Unemployed, monthly in arrears.

We will continue to pay until the **Termination Date** or:

- The last consecutive day of Your Unemployment, or
- The date You stop providing due proof that You remain continuously Unemployed, or
- The date **We** have paid **You** a sum equivalent to the maximum number of **Monthly Benefit** payments allowed in the **Benefit Period** as shown in **Your Schedule**.

Unemployment cover under this Policy will vary in accordance with Your employment status:

(i) PERMANENT EMPLOYMENT

If You are Working, You will be insured if You are made Unemployed.

(ii) CONTRACT EMPLOYMENT

- (a) If You have been employed on a renewable fixed term contract of at least 13 weeks with the same employer for more than 2 consecutive years or on an annual contract which has been renewed then You will be insured if You are made Unemployed.
- (b) If You have been employed on a renewable fixed term contract of at least 13 weeks with the same employer but for less than 2 years, then You will be insured if You are made Unemployed during the term of Your contract. You will not be insured against the non-renewal of Your contract, and any entitlement to Monthly Benefit under this Policy will automatically cease on the date Your contract was originally intended to terminate.

(iii) SELFEMPLOYMENT

If You are Self Employed, You will be insured due to Business Failure and You must have:

- (a) Filed closing accounts with HM Revenue and Customs if You operate alone, or
- (b) Had Your company put in the hands of an insolvency practitioner following the actions of a third party outside Your Business, or
- (c) Had **Your** Partnership dissolved and final accounts filed with HM Revenue and Customs following the actions of a third party outside **Your Business**.

4.2.1 UNEMPLOYMENT EXCLUSIONS

No benefit will be payable to You if:

- You have not been Working for at least 6 consecutive months prior to the Policy Start Date;
- You were aware of the possibility of impending Unemployment (or in Our reasonable opinion You should have been aware) at the
 Policy Start Date, not withstanding that no specific reference has been made to Your personal situation and that Your Unemployment may not take place until after the Initial Exclusion Period





- You are notified of or made aware by any means, within the Initial Exclusion Period, of anything which might lead to Your Unemployment not withstanding that no specific reference has been made to Your personal situation and that Your Unemployment may not take place until after the Initial Exclusion Period.
- Your Work is casual, seasonal or of a temporary nature
- You accept voluntary redundancy, resign or retire
- You failed to pass a trial or probationary period
- Your Unemployment arises as a result of Your own act of wilful misconduct, negligence, dishonesty or fraud
- Your Unemployment occurs while You are Working outside the United Kingdom for a period intended by You to be more than 90 days. This clause will not apply if Your reason for leaving the United Kingdom is because You:
 - (a) Work for the British Armed Forces, or
 - (b) Work as a Civil Servant in a British Embassy or Consulate.
- You are made Unemployed from a Business where You can control the affairs of the Business You Work for because You or a relative or a member of Your household individually or jointly have a Controlling Interest in that Business
- You are made Unemployed as a result of participating in any industrial action
- You refuse any offer of reasonable alternative employment by Your employer which, based on Your qualifications, previous experience and the location of such employment, it would have been reasonable for You to accept.

Benefit will not be paid for **Unemployment** if **You** are receiving **Accident** or **Sickness** benefit under this **Policy**. If, during a **Claim Period** in respect of **Unemployment**, **You** are not able to actively seek **Work** solely because of an **Accident** or **Sickness**, **We** may continue to pay **Accident** or **Sickness** benefit to **You** (if selected) but as part of one **Benefit Period** and therefore on terms that the sums **We** have already paid to **You** will count towards the maximum **Benefit Period** as shown in **Your Schedule**.

5. Suspending an Unemployment Claim for Temporary Employment

If **You** make a claim for **Unemployment** under this **Policy** and **You** are offered temporary **Work**, **We** will suspend (rather than end) claim payments provided that:

- You tell Us who You will be Working for (even if You will be Self Employed), how many hours of Work a week You will be Working for and the duration of Your temporary Work, and
- Your temporary Work lasts for at least one week and no longer than six months, and Your temporary Work does not comprise more than three separate jobs during any one Claim Period, and
- You continue to comply with the terms and conditions of this **Policy** and tell **Us** immediately if any of the above circumstances should change.

If **You** are again **Unemployed** when temporary **Work** within the above provisos ends **You** will be eligible to continue **Your** claim for **Unemployment** as if **You** had one continuous claim and **We** will recommence the claim payment but on terms that the sums **We** have already paid to **You** will count towards the maximum **Benefit Period** as shown in **Your Schedule**.

6. General Exclusions

No benefit will be payable in respect of Accident or Sickness or Unemployment directly or indirectly arising as a result of:

- War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, civil commotion, riot, revolution or military or usurped power.
- Radioactive contamination from:
 - (i) ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
 - (ii) the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment;
 - (iii) biological or chemical contamination due to or arising from terrorism.

7. Claim Re-Qualification

A **Waiting Period** will not be applied by **Us** in respect of a claim which occurs within 3 months of a prior **Claim Period** if the subsequent claim is in respect of **Unemployment** or the same **Accident** or **Sickness** and the claim will be treated as one **Claim Period**.





8. Cancellation

You have a statutory right to cancel this **Policy** by giving written notice to the **Administrator**: Trent-Services (Administration) Limited, Trent House, Love Lane, Cirencester, GL7 1XD within 30 days of the **Policy Start Date**. In these circumstances **We** will refund all of any **Premium You** have paid provided **You** have not made a claim under this **Policy**.

Thereafter **You** may cancel **Your** cover under this **Policy** by writing to the **Administrator** Trent-Services (Administration) Limited, Trent House, Love Lane, Cirencester, GL7 1XD and quoting **Your Policy** number. **Your** cover will cease on the date **We** receive **Your** request in writing. No refund of **Premium** will be made if **You** cancel **Your** cover under this **Policy** more than 30 days after the **Policy Start Date**.

We may cancel **Your Policy** by giving **You** go days notice prior to **Your Policy Review Date**. This will not depend on **Your** individual circumstances. This will not affect any rights to **Monthly Benefit** which **You** may have already received under this **Policy**.

9. Data Protection Act and Disability Discrimination Act

You should understand that any information You have provided will be collected and processed by Us, in compliance with the provisions of the Data Protection Act 1998 (DPA), for the purpose of providing insurance and handling claims, if any which may necessitate Us providing such information to other parties for this purpose. The DPA gives You the right to a copy of Your personal data held by Us upon payment of a fee.

In accordance with the Disability Discrimination Act 1995 **We** are able to provide upon request a text-phone facility, audio tapes, large print documentation and Braille documentation. **You** should advise **Us** if any of these services are required so that **We** can communicate in the appropriate manner.

10. General Conditions

- (a) This **Policy** and any endorsements to it together with the proposal and **Schedule** and any written statement of medical or other information made by **You** make up the insurance contract between **Us** and **You**.
- (b) No alterations, variations or relaxation of any of the terms of this **Policy** can be made except in writing by one or more of **Our** authorised officials and never less than 2 months prior to renewal.
- (c) The parties to this insurance contract may choose the law which shall govern it. In the absence of any agreement to the contrary, this **Policy** is subject to English law to the exclusive jurisdiction of the Courts of England and Wales.
- (d) Any fraud, mis-statement or concealment in relation to any matter affecting this insurance contract or any claim under this insurance contract may render it null and void and all rights to claim will be lost.
- (e) If at any time any provision or part thereof of this insurance contract becomes invalid, illegal or unenforceable, the remaining parts and/or provisions shall continue in full force and effect.
- (f) All benefits under this insurance contract are currently non-taxable, although this may change in line with any amendments to legislation. In this event, **We** will deduct from any **Monthly Benefit** any sums which by law **We** are required to deduct.
- (g) A person who is not a party to this insurance contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- (h) Any omission, misrepresentation or false statement of a material fact in **Your** proposal for this insurance or any claim could affect the payment of benefits under this **Policy**. A material fact is one which is likely to influence the acceptance of **Your** proposal or claim for insurance. If **You** are uncertain whether a fact is material, **You** should declare it. If **You** make a claim which **We** consider to be fraudulent or exaggerated, all benefits under this contract will be lost and **We** will seek to recover any benefits paid under that claim.
- (i) The benefits of this insurance contract may not be assigned to a third party.
- (j) We will be entitled to take legal action in **Your** name for **Our** own benefit against any other party in order to recover any payment **We** have made.
- (k) If, at the time of a claim, there is any other **Policy** in force, insuring anything covered by this **Policy**, **We** shall only be liable for **Our** proportional share.





- (I) This **Policy** will not have any cash-in or surrender value.
- (m) Trent-Services (Administration) Ltd are members of the Financial Services Compensation Scheme (FSCS). It is a duty of the FSCS to ensure that a percentage of sums owed to policyholders by an insurance company in liquidation is paid to those policyholders if the company itself is unable to meet its liabilities in full. Further details are available on request. Qudos Insurance A/S are covered under the Forsikrings Garantifond (the Danish compensation scheme) which provides financial compensation in the event of any financial failure of the Insurer.

11. How to Claim

You must give Us notice of a claim by telephoning the Administrator on 01285 626020.

You should do so as soon as reasonably possible and within 30 days after the end of the Waiting Period. We will send You the claim forms. You will need to complete these and return them to Us as soon as reasonably possible, giving Us all the information We ask for to enable Us to process Your claim. This should include at least wage slips, termination notice and P45 or, if Self Employed, bank statements, invoices and annual accounts, HM Revenue and Customs and National Insurance records, Doctor and Consultant reports and medical records. Please note that for all Unemployment claims You will be required to show evidence that You are actively seeking Work. As evidence You will be required to provide at least 10 job applications per month during the Claim Period. Failure to do so may result in You not receiving Your Monthly Benefit under this Policy. This will apply irrespective of whether You are registered as available for Work at a job centre plus or the department of health and social security in Northern Ireland.

You will be responsible for providing **Us** with the proof **We** need. Delay in submitting a claim to **Us** may make **Your** claim harder to confirm and lead to delay in making payment or result in the non payment of **Your** claim. **We** may ask **You** to be medically examined at **Our** expense. If **You** do not this **Your** claim could either be stopped or denied.

Payment of benefit will be made when **We** receive satisfactory evidence of **Your** entitlement to claim. Throughout the period for which the claim is made under this contract, **We** will require **You** to provide evidence of continuing to be unable to **Work** due to **Accident**, **Sickness** or **Unemployment**. Benefit will not be paid for any period of **Accident**, **Sickness** or **Unemployment** for which the evidence required by **Us** is not provided. **We** may require **You** to produce this **Policy** as proof of purchase. Once a claim has been accepted, benefit will be paid to **You** monthly in arrears.

12. Complaints Procedure

We care about the service **We** provide to **You** and **We** make every effort to maintain the highest possible standards. If **You** have any questions about the **Policy** please ask **Us**. Please have this document available so that **We** can deal with **Your** enquiry speedily.

Although **We** set ourselves high standards, if **We** do not meet **Your** expectations and **You** are dissatisfied in some way **We** would like to know. If **You** follow the guidelines below, **Your** complaint will be dealt with in the most efficient way possible.

Any complaints about this **Policy** or related services should, in the first instance, be made to: Complaints Manager, Trent Services (Administration) Ltd, Trent House, Love Lane, Cirencester, Gloucestershire, GL7 1XD (TELEPHONE 01285 626020) who will respond to any complaint within 10 days.

If **You** remain dissatisfied with **Our** handling of and response to the complaint **You** may be referred to the Danish Insurance Complaints Board, Ankenaevnet for Forsikring (the Board) or the UK. Financial Ombudsman Service (FOS), depending on the nature of the complaint and whether it should properly be directed against **Us** or another party.

The Danish Insurance Complaints Board Ankenaevnet for Forsikring Anker Heegaards Gade 2 Postboks 360 DK-1572 Copenhagen Denmark

TELEPHONE 0045 3315 8900

Financial Ombudsman Service Exchange TowerLondon E14 9SR

TELEPHONE 0800 0234567
EMAIL complaint.info@financial-ombudsman.org.uk
WEBSITE www.financial-ombudsman.org.uk







You have the right to refer Your complaint to the FOS, free of charge, but You must do so within six months of the date of Our final response letter.

If **You** do not refer **Your** complaint in time, the Ombudsman will not have **Our** permission to consider **Your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

In order for the Board to deal with **Your** complaint, **You** will need to agree to their applying the rules of Danish law and practice in the adjudication process. Referring a complaint to the Board or the FOS is an alternative form of dispute resolution. It does not affect **Your** right to take legal action.

Qudos Insurance A/S is authorised and regulated by Finanstilsynet (the Danish FSA), under authorisation number 53112 and **You** can check this by visiting the Finanstilsynet website at www.finanstilsynet.dk. As an insurance company authorised within the European Union, Qudos Insurance A/S is permitted to conduct **Business** in the **United Kingdom** under FCA reference 571608. You can check this by visiting the Financial Services Register on the FCA website at www.fca.org.uk.