

# **MORTGAGE PAYMENT PROTECTION INSURANCE**

**Accident, Sickness and  
Involuntary Unemployment**

*Policy Document*

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# Introduction

This **policy document** together with **your policy schedule** comprises **your contract with us**. Together they set out the full terms and conditions of **your contract with us** and give details of the covers available under Mortgage Payment Protection Insurance.

Mortgage Payment Protection Insurance (**MPPI**) is a type of payment protection insurance which is designed to help **you** meet **your** mortgage repayments and/or related monthly outgoings in the event that **you** are unable to **work** due to an **accident** or **sickness** or involuntary **unemployment**. The specific cover options that **you** have chosen are shown in **your policy schedule**.

The cover **you** have bought has many benefits to give **you** peace of mind. However, as with all insurance contracts, there will be circumstances in which cover will not apply. This document clearly shows what this policy does and does not cover.

Please read **your policy document** and **policy schedule** carefully to ensure **you** are eligible for cover and keep them in a safe place. The words that appear in bold in this **policy document** have specific meanings and these are defined in Section 19 of this **policy document**.

*Please note that this policy is **NOT linked to your mortgage** in any way. It is a separate standalone payment protection policy. This means that, if **you** make a claim under this policy and a payment is made to **you**, **you** will need to make **your own** arrangements to use this amount to cover **your** mortgage repayments. If **your** mortgage repayments increase after **you** purchase this policy the **monthly payment** may not be sufficient to cover **your** mortgage repayments. **You** should keep the level of cover under review throughout the term of the policy.*

This insurance is underwritten by CUNA Mutual Insurance (Europe) Limited, a company registered in Ireland Reg. No. 453785 with registered office address: The Harcourt Building, Harcourt Street, Dublin 2, Ireland. CUNA Mutual Insurance (Europe) Limited is authorised by the Irish Financial Regulator. **You** can contact **us** by calling 003531 5533500, by sending a fax to 003531 5533599 or by writing to **us** at **our** registered address above. To make sure **we** maintain a high-quality service, **we** may monitor or record phone calls.

## Changing Your Mind – Your Cancellation Rights

Please ensure that **you** read through **your policy document** and **policy schedule** in detail immediately to ensure that the cover provided is suitable for **your** needs.

If, after taking out Mortgage Payment Protection Insurance and reading the **policy document** and **policy schedule**, **you** decide **you** do not want to continue with the insurance **you** may cancel **your** policy by contacting **us** on 0870 1433545 or by writing to **us** at: **MPPi** Policy Administration Team, CUNA Mutual Group, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4JX.

### IMPORTANT:

If **you** cancel **your** policy within 30 days of receiving **your policy document**, **we** will cancel **your** policy and give **you** **your** money back and **you** will not be eligible to make a claim under the policy. Any refund of **premium** will be paid to **your** bank account.

After the first 30 days you may cancel your policy at any time by providing us with 30 days notice. Please see Section 12 for details of how to do this.

## 1. ARE YOU ELIGIBLE?

**You are eligible for this policy if at the start date of the policy you:**

- are aged 18 years or over and under 65 years;
- **work** at least 16 hours per week and have done so for at least the last 6 months (not including seasonal and temporary **work**);
- live in the **UK**; and

- are a named borrower on a mortgage.

In the case of joint applicants both applicants must individually meet the above eligibility criteria. If one applicant does not fit the eligibility criteria then the policy can only be taken out in the other applicant's name.

If **you** are self employed or **you work** on fixed term contracts **you** are eligible for this insurance but **you** should read this **policy document** carefully to make sure the cover is suitable for **your** needs – **you** should pay particular attention to section 5 - 'Involuntary **Unemployment** Cover' and section 7 – 'Changes to **your** policy'.

## 2. MATERIAL FACTS

**You** must tell **us** all material facts - a material fact is one that is likely to influence **us** in the assessment and acceptance of **your** application e.g. living outside the **UK** or in **work** for less than 16 hours per week. It is **your** responsibility to provide complete and accurate information to **us** when **you** apply for this insurance.

Please note that if **you** fail to disclose any material information to **us** when **you** apply for this insurance, **we** could:

- cancel **your** policy;
- declare the contract to be not valid;
- refuse to pay part or all of any claim under the policy; or
- use any other rights **we** may have under the policy.

**We** recommend **you** keep a record (including copies of letters) of all information provided to **us** for **your** future reference. If **you** are not sure whether something is important, please ask **us**.

### 3. POLICY OPTIONS

The policy is designed to be flexible so as to meet **your** specific needs. When **you** apply for this policy **you** can choose the cover **you** want from the options listed below:

	What this means	Options
Insurance Covers	<b>You</b> can choose the cover(s) <b>you</b> want to include on <b>your</b> policy. Some may not be relevant to <b>you</b> (for example if <b>you</b> believe that <b>you</b> are unlikely to be made redundant <b>you</b> may not want to choose <b>unemployment</b> cover)	<ul style="list-style-type: none"> <li>• <b>accident and sickness</b> cover</li> <li>• <b>Involuntary Unemployment</b> cover</li> </ul> <p><b>You</b> can select one or both of these covers.</p>
Level of cover	<b>You</b> can choose the amount of monthly payment that <b>we</b> will pay <b>you</b> in the event of a claim.	<p><b>You</b> may select any amount between £100 and £2,500 per month as long as it is not more than:</p> <ul style="list-style-type: none"> <li>• 50% of <b>your</b> gross monthly earnings; or</li> <li>• 150% of <b>your</b> monthly mortgage repayment amount</li> </ul> <p>at the time of application or at time of any amendment to your cover.</p>
Claim excess period	<p><b>You</b> can choose what <b>claim excess period</b> <b>you</b> want to apply to all the covers <b>you</b> have chosen – this is the number of days that <b>you</b> are out of <b>work</b> due to an insured event where no benefit will be paid.</p> <p>A longer period means that <b>you</b> will have to cover more repayments from <b>your</b> own resources before <b>your</b> claim can commence, however <b>your premium</b> will be lower. The period <b>you</b> choose will apply to all the cover(s) <b>you</b> have chosen.</p>	<ul style="list-style-type: none"> <li>• 0 days;</li> <li>• 30 days;</li> <li>• 60 days; or</li> <li>• 90 days;</li> </ul> <p>Where <b>you</b> select 0 days excess <b>you</b> must be out of <b>work</b> for at least 30 consecutive days to claim however <b>your</b> benefit will be paid from the first day that <b>you</b> are out of <b>work</b>.</p>
Maximum claim duration	<p><b>You</b> can choose the maximum number of months that <b>we</b> will pay a benefit to <b>you</b> for a single claim.</p> <p>If <b>you</b> select a longer period <b>you</b> will receive <b>monthly payments</b> for a longer period of time, however <b>your premium</b> will be higher.</p>	<ul style="list-style-type: none"> <li>• 12 months; or</li> <li>• 24 months</li> </ul>

The cover options which apply to your policy are shown on your policy schedule.

## 4. ACCIDENT AND SICKNESS COVER

### Details of Cover

#### Conditions:

- You must be **working** and an **accident** or **sickness** must prevent **you** from doing **your** normal **work** or, if **you** reasonably expect not to return to **your** normal job, any other paid **work** which **your** experience, education or training reasonably qualifies **you** to do. If **you** are **self-employed**, the **accident** or **sickness** must stop **you** from managing or carrying out any part of the day-to-day running of the business.
- You must have a **doctor's** certificate for at least 30 consecutive days (or the **claim excess period** if longer) confirming **you** are unable to **work**. **You** must also provide confirmation from **your** employer of **your** absence from **work**.
- You must be receiving continuing treatment from a **doctor** for **monthly payments** to continue.

#### Amount of cover:

We will pay **you** the daily equivalent amount of **your monthly payment** for each consecutive day following the end of the **claim excess period** that **you** are unable to **work** as a result of **accident** or **sickness**. We will pay this monthly. There is no cover for the duration of the **claim excess period**.

#### Claim Duration:

We will continue to pay **your monthly payments** each month until the earliest of:

- the date **you** return to **work**; or
- the date from which **you** no longer have a **doctor's** certificate to support **your** claim; or

- the date we have paid **your monthly payments** for the **maximum claim duration**; or
- the **end date**.

#### Specific exclusions:

**You** will not be covered for an **accident** or **sickness** that is the result of any of the following:

- a **pre-existing medical condition** unless at the time of a claim **you** have not had any symptoms, consulted a **doctor** or received treatment in relation to such **pre-existing medical condition** for 24 months.
- Any deliberate, self-inflicted injuries, including but not limited to injuries resulting from:
  - i) drinking alcohol or taking drugs, (unless the drugs are prescribed by a **doctor** for purposes other than to treat drug addiction);
  - ii) elective or cosmetic surgery or beauty treatment, (unless it is needed because of a physical illness, disease or injury).
- Any **accident** or **sickness** that arises while **you** are living outside the **UK**.

## 5. INVOLUNTARY UNEMPLOYMENT COVER

### Details of cover

#### Conditions:

- **You** must be **working** and become continuously **unemployed**, (no sooner than 60 days after the **start date**), for at least 30 consecutive days (or the **claim excess period** if longer).
- **You** must be available for, capable of and actively looking for **work** (except where **you** are a carer). **You** will need to provide satisfactory proof that **you** are actively looking for **work**, this can include:
  - i) Being registered for **work** with the Department for **Work** and Pensions and receiving a form of Jobseeker's Allowance as defined by the relevant legislation or regulations and receiving credits for National Insurance contributions because **you** meet the conditions for Jobseeker's Allowance, even if **you** do not receive Jobseekers Allowance; or
  - ii) If **you** are not eligible for Jobseeker's Allowance, for example, **you** are in receipt of Income Support Benefit, or Widow's Pension, or Single Parent Allowance, **you** must provide two pieces of evidence from prospective employers that **you** are seeking **work**.

#### Amount of cover:

**We** will pay a daily equivalent amount of **your** monthly payment for each consecutive day following the end of the **claim excess period** that **you** are **unemployed**. **We** will pay this monthly. There is no cover for the duration of the **claim excess period**.

#### If you have more than one job:

If **you** have more than one job after the **start date**, **you** are made **unemployed** with respect to one of those jobs and **you** are ineligible for Jobseekers Allowance, **we** will pay **your** benefit on a pro-rata basis, based on the proportion of **working** hours or earnings lost, whichever is less, subject to the terms and conditions contained within this policy and provided that **you** provide evidence that **you** are actively seeking alternative **work** to replace at least the lost hours. For example, if **you** were **working** in two part-time jobs of 20 hours per week each and **you** were made redundant from one job, **we** would pay half of the monthly payment if **your** earnings were equal in both jobs.

#### Claim duration:

**We** will continue to pay **monthly payments** until:

- the **end date**; or
- the date **you** retire; or
- **you** are no longer **unemployed**; or
- **you** are no longer available for, and actively looking for **work** (or cannot provide evidence that **you** are); or
- **you** are no longer living in the **UK**;
- **we** have paid **your** benefit for the **maximum claim duration**, whichever happens first.

#### Specific exclusions:

**We** will not make any payments in respect of **unemployment** in any of the following circumstances:

- If at the **start date**, **you** knew **you** were going to be made **unemployed**, or **you** had reason to believe that it was likely; or
- If **you** have not been in continuous **work** for six months, with one or more employers immediately before **you** became **unemployed**. (If **you** were not **working** for two weeks or less, **we** will not count this as a break in **your** employment); or

- if the unemployment occurs within 60 days of the **policy start date**
- If the **unemployment** results from **your** conduct (including fraud, illegal activity, dishonesty or anything that led to or might have led to a disciplinary procedure), **your** resignation, any **unemployment** of a voluntary nature, or where **you** have taken early retirement; or
- If **your work** is seasonal or temporary and in both cases **unemployment** is a regular feature of **your work**; or
- If **your** fixed-term contract reaches its expected expiry date, unless **you** have a **fixed term contract that is permanent in nature** with **your** employer and none of the above circumstances apply, or
- The **unemployment** occurs while **you** are not living in the **UK**.

## 6. GENERAL EXCLUSIONS APPLYING TO ALL COVER UNDER THIS POLICY

We will not cover any claims arising out of:

- any material fact or circumstance which **you** knew about prior to purchasing this insurance; or
- any circumstance which is caused by deliberate or illegal acts on **your** part; or
- any circumstance which is directly or indirectly caused by riot, terrorism, war or any similar event, nuclear radiation, ionising radiation or the dangerous parts of any nuclear equipment.

## 7. CHANGES TO YOUR COVER

It is **your** responsibility to ensure that this policy continues to meet **your** requirements should **your** circumstances

change during the lifetime of **your** policy, as this could affect **your** entitlement to benefits or the suitability of the policy for **your** needs

### Changes to your eligibility for cover

The eligibility of any persons named in the policy **schedule** for cover may change if their personal circumstances change. This would happen if any person named in the policy **schedule**:

- reaches age 65, or retires from **work** and doesn't intend to actively seek further **work**, or
- changes employment so that their **work** becomes seasonal or **temporary**, or
- voluntarily reduces their hours of **work** to less than 16 hours per week or
- leaves the **UK** to live abroad

In the case of joint insureds, if one of the people named on the policy becomes ineligible for cover during the term of the policy they will no longer be covered and will not be able to claim on the policy – the policy will remain in force for the other person named on the policy **schedule**.

As this policy is not linked to **your** mortgage, **you** should also consider the continued suitability of the policy or the level of benefit insured if **you** repay or increase **your** mortgage or if the amount of **your** monthly mortgage repayments changes.

If **your** circumstances change in any of the above ways or if **you** decide the policy is no longer suitable and **you** wish to cancel it or change the benefit amount, please contact **us** on 0870 1433545 or at: **MPPI** Policy Administration Team, CUNA Mutual Group, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4JX. Please see Section 12 'Term of Policy and Cancellation of cover' for more details.

## Making changes to your cover

**You** should review **your** cover and the benefit level **you** have chosen on a regular basis to make sure that the policy continues to meet **your** individual needs. If **you** want to change **your** cover due to a change in **your** circumstances (for example, a change in the nature of **your** employment), **you** can ask **us** to change the cover chosen at any time by contacting **our** MPPI Policy Administration Team on 0870 1433545. **We** will tell **you** **your** new **premium** amount and will confirm the date the new benefit level will take effect from. If **you** change the cover or the benefit amount whilst claiming benefit, the change may affect **your** entitlement to the payment of any benefits due.

The exclusions and limitations outlined in sections 4 and 5 of this **Policy Document** will be applied to any increase in the monthly payment or new cover from the **amendment date**. If any of these exclusions apply, **you** will not be eligible to claim under the policy for that increase in monthly payment or cover, however **we** will assess the claim on the basis of the benefit to which **you** were entitled before the **amendment date**.

## 8. COVER FOR MORE THAN ONE PERSON

Where there is more than one person named as an insured in the **policy schedule** the cover under this policy will be split between them in line with the instructions given to **us** in the application for cover.

The proportion of cover allocated to each of **you** will be shown in the **policy schedule**. The **policy schedule**

also shows the amount of the **monthly payment** which is payable to each of **you** in the event of a valid claim.

**You** should phone **us** on 0870 1433545\* or write to **us** at: **MPPI** Policy Administration Team, CUNA Mutual Group, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4JX if **you** wish to change the amount of the **monthly payment** or the proportion allocated to each of **you**.

**You** may not change the amount of the **monthly payment** or the proportion allocated to **you** in respect of a claim which **you** have already notified to **us** or for which **you** are already receiving **monthly payments**.

## 9. LIMITS ON COVER

The maximum amount **we** will pay to **you** for any single claim is the **monthly payment** amount **you** have chosen multiplied by the **maximum claim duration** **you** have chosen.

### Accident and Sickness

If **you** have cause to claim under the **accident** and **sickness** cover within three months of the end of a previous **accident** and **sickness** claim period, and that claim arises from a related condition or one which existed at the same time as the previous condition, **we** will consider the later claim as part of the earlier claim.

A new **claim excess period** or waiting period will not apply but the **maximum claim duration** limit will apply to the two claims combined.

If **your** claim has stopped because **we** have paid benefit for the **maximum claim duration** then **you** may only make a subsequent claim if **you** have been **working** continuously for a period of 6 months.

## Involuntary Unemployment

If **you** have cause to claim under the involuntary **unemployment** cover within six months of the end of a previous involuntary **unemployment** claim period, **we** will consider the later claim as part of the earlier claim. A new **claim excess period** or waiting period will not apply but the **maximum claim duration** limit will apply to the two claims combined.

If **your** claim has stopped because **we** have paid benefit for the **maximum claim duration** then **you** may only make a subsequent claim if **you** have been **working** continuously for a period of 6 months.

## 10. PREMIUM FOR YOUR COVER

**Your premium** for the cover **you** have chosen is shown in **your policy schedule**. This amount includes Insurance **Premium Tax** at the rate that applies at the date of payment. The **premium** is a fixed amount based on the **monthly payment you** have chosen, regardless of **your** actual mortgage repayment amount.

**Your premium** will be collected monthly in arrears by direct debit from **your** nominated bank account. If **you** are making a claim, **you** must continue to pay **your premium** when due while **your** claim is being considered or paid.

**Your** premium rate is not guaranteed and **we** may change your premium rate in certain circumstances. Please see section 13 'Changing the Terms of Your Policy' for more details.

## 11. HOW DO I MAKE A CLAIM?

If **you** need to make a claim, please read the relevant section for the cover that **you** are claiming under, as shown in sections 4 and 5 of this **policy document** and make sure none of the exclusions apply to **you**. If **you** wish to proceed with making a claim, please follow the steps below to register **your** claim.

**Step 1** Please phone **our MPPI Claims Team** on 0870 1433541\*. **Our** lines are open from 8am to 6pm Monday to Friday and 9am to 1pm on Saturday - please note **our** lines are not open on public holidays. Please have **your** policy details ready when **you** call. **We** will take the details of **your** claim and register the claim over the phone. Where possible **we** will give **you** an indication of whether or not **your** claim is covered.

**Step 2** **We** will send **you** a claim form requesting **your** authorisation for **us** (and **our** agents) to gather all the details in relation to **your** claim.

**Step 3** **You** should complete the claim form in full and return it to **us** as soon as possible. **Our** address for all claims correspondence is:

MPPI Claims Team,  
CUNA Mutual Group,  
50 Kings Hill Avenue,  
Kings Hill,  
West Malling,  
Kent, ME19 4JX

**Step 4** **We** will assess **your** claim as soon as possible.

**Step 5** **We** will contact **you** by telephone or in writing to advise **you** of **our** decision.

**Step 6** If we accept **your** claim, we will pay the **monthly payments** in to **your** nominated bank account.

**Step 7** We will require ongoing evidence of **your** eligibility to claim under this policy. We will continue to pay **monthly payments** until **you** tell **us** that **you** no longer qualify to claim or until the claim is fully paid, whichever is sooner.

#### Things To Keep In Mind When Claiming

- **you** must supply and pay for all reasonable information or evidence we ask for to support **your** initial claim and from time to time throughout **your** claim. If we ask for proof, **you** need to be able and willing to supply it.
- if we do not receive all the information we need (for example declarations and medical questionnaires) or if these documents are not acceptable to us we may delay or suspend **your** claim payments.
- we (and our agents) may contact **your** employers or other insurers for information about **you**
- when making an **accident** and **sickness** claim, **you** must agree to any medical examination which we arrange and pay for.
- each insured person may only claim under one section of this policy at a time. For example, if **you** make a claim for involuntary **unemployment** **you** will not be able to make a claim for **accident** and **sickness** cover in respect of the same period of time.

## 12. TERM OF POLICY AND CANCELLATION OF YOUR COVER

This policy will continue until terminated in one of the following circumstances:

- **you** reach the age of 65 or retire or otherwise cease **working** (where more than one person is named as an insured on the **policy schedule** then cover for any of **you** who reach the age of 65 or retire or cease **working** will terminate but the policy will continue until all of **you** reach age 65 or retire or otherwise cease **working**); or
- **you** are no longer living in the **UK**; or
- **you** cancel **your** insurance; or
- we cancel **your** insurance

All cover and all relevant benefit payments provided by this cover will end in these circumstances.

**Please note that this policy will not automatically come to an end when your mortgage ends.** If **you** no longer require the cover that this policy provides **you** will need to cancel the policy by giving us 30 days notice in writing to: MPPI Policy Administration Team, CUNA Mutual Group, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4JX.

In the case of joint applicants, if one of the persons named on the **policy schedule** cancels the insurance so far as it relates to them, retires, is no longer **working** or no longer living in the **UK** then that person will no longer be covered under the policy from the next monthly renewal date – the policy will remain in force for the other applicant.

### Canceling Your Policy

You may cancel your policy at any time. If you cancel your policy within 30 days of receiving your **policy document**, we will cancel your policy and give you your money back and you will not be eligible to make a claim under the policy. If you want to cancel after the first 30 days, you will need to give us 30 days notice in writing. We will refund to you any part of the premium you have paid that relates to the period after the end date.

All notices of cancellation should be sent in writing to:

**MPPI** Policy Administration Team,  
CUNA Mutual Group,  
50 Kings Hill Avenue,  
Kings Hill,  
West Malling,  
Kent,  
ME19 4JX

**We** may cancel **your policy** and end this agreement immediately and without notice:

1. **if we** believe that **you** have seriously or persistently broken the terms of this **policy** by:
  - a) giving **us** false information at any time; or
  - b) **your** premium being more than 30 days overdue;
2. If necessary to comply with applicable laws or regulations.

In the case of joint applicants, **we** may cancel the **policy** in relation to one or both of you if one of you seriously or persistently breaks this agreement.

**We** may also cancel **your policy** on giving **you** at least 90 days' advance notice by post or email if we take a strategic decision that it is no longer viable for us to continue to provide cover within the territory or market sector that applies to your policy.

## 13. CHANGING THE TERMS OF YOUR POLICY

### Changes to your Monthly Premium

- 13.1 **We** will review the cost of **your** cover, at least annually, and **we** may change the rate of **your** monthly **premium** if:
- (a) there are changes in Insurance Premium Tax; or
  - (b) there are increases in the cost of providing **your policy**; or
  - (c) the change is to **your** advantage.

Any change to the amount of **your** monthly **premium** will reflect the change in the rate of any relevant taxation or will be a fair proportion, as reasonably estimated by **us** of the impact of the underlying change on the costs **we** incur in our insurance business.

- 13.2 **We** may also change the rate of **your** monthly **premium** if there is a change in the risk of underwriting **your** policy arising from the incidence or prevalence of any illness or disease or any other unforeseen change in the cost or number of claims incurred for this type of **policy**.

- 13.3 **We** will not increase the rate of **your** monthly **premium** under 13.2 above more than once in any 12 month period and any increase will not exceed 12.5% of the **premium** rate prior to such increase.

### Changes to other terms

- 13.4 **We** may change any of the terms and conditions of **your** agreement with **us**:
- (a) where **we** reasonably consider that the change would make the terms easier to understand or fairer to **you**; or
  - (b) where **we** reasonably consider that the change would not be to **your** disadvantage; or
  - (c) to reflect or comply with changes in a legal, regulatory or industry requirement, or any independent guidelines or code of practice that we follow (or where **we** reasonably expect that there will be a change in any of them).

### Giving you notice of changes

- 13.5 **We** will give **you** at least 60 days' advance notice by post or email of any change. **You** may refuse to accept a change by notifying **us** in accordance with **Section 12 – Term of Policy and Cancellation of Your Cover** before the time the change comes into effect that **you** wish to cancel **your** agreement. **You** will not have to pay a charge for cancelling **your policy** and **you** will not be affected by the proposed change.
- 13.6 Any change made to the terms of **your** agreement will not take away or affect any rights or claims **you** may have that arose before the date of such change.

## 14. CUSTOMER CARE

If **you** have any questions or complaints about this policy, please contact **us** as follows:

- By phoning us on 0870 1433541\*, or
- By writing to the **MPPI** Customer Services Team at CUNA Mutual Group, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4JX, or
- By sending **us** a fax on 0845 2711473.

If **you** are still not satisfied that **we** have fully dealt with the matter, **you** may be entitled to refer it to the Financial Ombudsman Service at: Financial Ombudsman South Quay Plaza 183 Marsh Wall London E14 9SR  
Phone: 0845 080 1800.

Making a complaint will not affect **your** right to commence legal action.

## 15. COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme (FSCS) in respect of **UK** risks. You may be entitled to compensation from the scheme if we cannot meet our responsibilities. Most insurance contracts are covered for 90% of the claim. You can get more information about the compensation scheme arrangements by contacting the FSCS on 020 7892 7300 or 0800 678 1100 or by visiting their website at [www.fscs.org.uk](http://www.fscs.org.uk).

## 16. GOVERNING LAW

The law of England and Wales will apply to this policy, unless **we** agree otherwise with **you** in writing before issuing the policy. The conditions of this policy, all information and all communications will be in English. The Contracts (Rights of Third Parties) Act 1999 will not apply to this policy.

## 17. DATA PROTECTION

**You** have a right to see **your** personal information, which **we** hold. There is a charge if **you** want to do this. For more details write to:

The Data Protection Co-ordinator, CUNA Mutual Group, The Harcourt Building, Harcourt Street, Dublin 2, Ireland.

### Insurance administration

Information **you** supply may be used for administration purposes by **us**, or **our** associated companies and agents. **We** may pass the information to regulatory organisations, which will monitor whether **we** are keeping to regulatory rules or codes. **Your** information may also be used for research or for preventing crime. It may be transferred to any country (including countries outside the EU) for any of these purposes.

### Sensitive information

To assess the conditions of the insurance contract or claims that arise, **we** may need to collect information that the Data Protection Act defines as 'sensitive' (such as a person's medical history or criminal convictions). By going ahead with this insurance, **you** give **your** permission to this information being processed by **us** or **our** associated companies or agents. It may be transferred to any country (including countries outside the EU) for this purpose.

### Preventing fraud

**We** may make the information that **you** have provided, both at the time of applying for this insurance and on making a claim, available to other insurers for claims purposes. Insurers, lenders and their agents may also share information **you** have provided to them and may carry out checks against publicly available information as necessary.

## 18. HELPLINE FOR DISABLED CUSTOMERS

**We** can provide this **policy document** in large print or on audio tape. For any of these, phone **our** **MPPI** Policy Administration Team on 0870 1433545\* or **our** textphone service on 0845 2711475.

\* To make sure we maintain a high-quality service, we may monitor or record phone calls.

## 19. DEFINITIONS

Where the words below appear in bold in this **policy document** they will have the following meanings:

<b>'accident'</b>	an incident occurring after the <b>start date</b> resulting in injury to <b>you</b> which <b>you</b> did not expect or intend.
<b>'amendment date'</b>	the date an additional cover is added to, or removed from, <b>your</b> existing policy, or the monthly payment is changed.
<b>'carer'</b>	a person who cares for their husband, wife, partner, parent, sister, brother or child, and receives a <b>Carer's Allowance</b> .
<b>'claim excess period'</b>	the number of consecutive days that <b>you</b> must be out of <b>work</b> due to <b>accident, sickness</b> or <b>unemployment</b> before a claim can be made. This period is shown on <b>your</b> policy <b>schedule</b> . Where <b>you</b> have selected a 0 excess period <b>you</b> must be out of <b>work</b> due to <b>accident, sickness</b> or <b>unemployment</b> for at least 30 days (the 'waiting period') at which point your claim will be paid from the first day that you are out of <b>work</b> .
<b>'doctor'</b>	a medical practitioner (other than <b>you</b> or a member of <b>your</b> family) who holds a full qualification entitling him or her to full registration with the General Medical Council.
<b>'end date'</b>	the date on which this policy is terminated pursuant to section 12.
<b>'fixed term contract that is permanent in nature'</b>	<ul style="list-style-type: none"><li>• <b>you</b> have worked continuously for the same employer for at least 24 months; or</li><li>• <b>you</b> have been on a contract for at least 12 months and had the contract renewed at least once; or</li><li>• <b>you</b> were originally employed permanently by the same employer but have been transferred to a fixed-term contract without a break in employment.</li></ul>
<b>'maximum claim duration'</b>	the maximum number of <b>monthly payments</b> that <b>we</b> will make in respect of a single claim. This is shown in <b>your</b> policy <b>schedule</b> .
<b>'monthly payment'</b>	the amount shown on <b>your</b> policy <b>schedule</b> as the monthly payment <b>you</b> have chosen.
<b>'MPPI'</b>	Mortgage Payment Protection Insurance.
<b>'policy document'</b>	this document which contains the terms and conditions of cover provided by the Mortgage Payment Protection insurance.
<b>'policy schedule'</b>	the letter which accompanies <b>your</b> <b>policy document</b> and sets out the specific details of <b>your</b> cover.

<b>'pre-existing medical condition'</b>	Any condition, injury, illness, disease, <b>sickness</b> or related condition and/or associated symptoms, whether diagnosed or not: <ul style="list-style-type: none"> <li>• which <b>you</b> knew about, or should reasonably have known about, at the <b>start date</b>, or</li> <li>• for which <b>you</b> received treatment or medication during the 12 months immediately before the <b>start date</b>, or</li> <li>• about which <b>you</b> had seen or arranged to see a <b>doctor</b>, during the 12 months immediately before the <b>start date</b>.</li> </ul>
<b>'premium'</b>	the amount <b>you</b> must pay to <b>us</b> each month for the cover provided by <b>your</b> policy.
<b>'self-employed'</b>	<b>you</b> are <b>self-employed</b> if: <ul style="list-style-type: none"> <li>• <b>you</b> are carrying on a business in the <b>UK</b> either alone or as a partner in a partnership; or</li> <li>• <b>you</b> can control the affairs of a company <b>you</b> work for because either <b>you</b> or a relative or a member of <b>your</b> household individually or jointly hold the majority of the voting rights in that company; or</li> <li>• <b>you</b> can otherwise ensure that the company <b>you</b> work for conducts its affairs according to <b>your</b> wishes.</li> </ul>
<b>'sickness'</b>	an illness or disease which <b>you</b> first had after the <b>start date</b> .
<b>'start date'</b>	the date <b>your</b> cover commences (this is shown in <b>your</b> policy schedule).
<b>'UK'</b>	England, Scotland, Wales and Northern Ireland.
<b>'unemployed/unemployment'</b>	<b>you</b> are entirely without <b>work</b> for one of the following reasons: <ul style="list-style-type: none"> <li>• <b>You</b> have been made redundant; or</li> <li>• <b>You</b> have had to become a <b>carer</b> for at least 35 hours per week and <b>you</b> are registered with the Department of <b>Work</b> and Pensions as a <b>carer</b>); or</li> <li>• The business or partnership in which <b>you</b> were <b>self-employed</b> has stopped trading permanently and is: <ol style="list-style-type: none"> <li>i) being or has been wound up, or</li> <li>ii) is in the hands of a liquidator, or</li> <li>iii) has been dissolved.</li> </ol> </li> </ul>
<b>'we', 'our' or 'us'</b>	CUNA Mutual Insurance (Europe) Limited.
<b>'work' or 'working'</b>	any paid <b>work</b> of at least 16 hours a week, including the following: <ul style="list-style-type: none"> <li>• a permanent job (where <b>your</b> contract of employment does not end on a given or suggested date, is not temporary or casual) and any paid notice period;</li> <li>• a fixed-term contract;</li> <li>• <b>work you</b> carry out on a <b>self-employed</b> basis.</li> </ul>
<b>'you' or 'your'</b>	the person or persons named as the insured(s) on the <b>policy</b> schedule.



CUNA Mutual Insurance (Europe) Limited, trading as CUNA Mutual Group is authorised by the Irish Financial Regulator  
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