



This document is only valid when attached to a schedule from MMS, confirming the provision of cover in accordance with wording DB35.

PREAMBLE

THIS DOCUMENT CERTIFIES that in accordance with the authorisation granted under the Contract specified in the **schedule** to the undersigned by certain Underwriters at Lloyd's, whose names and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's **Policy** Signing Office, and in consideration of the premium specified therein, the said Underwriters are hereby bound, each for his own part and not one for another their Heirs, Executors and Administrators, to insure Total Disability benefits as follows.

INTRODUCTION

This **policy** and **your schedule** make up **your** Insurance Certificate. It is important that **you** read them carefully and keep them in a safe place.

Please ensure that:

- ✓ **You** understand what the **policy** covers and the restrictions and exclusions.
- ✓ **You** understand when and how **we** may alter or terminate **your** cover.
- ✓ **You** are eligible for this cover and it is not affected by similar cover **you** have elsewhere.

It is **your** responsibility to ensure that this **policy** continues to meet **your** requirements and correctly covers **your commitment**. **We** suggest that should **your** circumstances change **you** refer to **your policy** to ensure continued eligibility. This would include, for example:

- ✓ Changing **your** employment e.g., **your work** becomes temporary.
- ✓ **You** voluntarily reduce **your** hours of **work** to less than 16 hours per week.
- ✓ **You** leave the UK to live abroad.
- ✓ **You** retire from **work** and do not intend to actively seek further **work**.

If **you** decide this **policy** no longer meets **your** requirements and wish to cancel then please refer to the section headed "cancellation". It is especially important to refer to the "cancellation" and "termination" sections if **your commitment** ceases.

DEFINITIONS

Throughout this **policy** there are words that have specific meanings. These words are explained below

and wherever **we** use these words in this **policy** they will be shown in "**bold**".

Commitment The obligation(s) for which **you** have to make a regular payment, which **you** have elected to cover under this **policy**. This can include **your** mortgage or other loan secured on **your** home or the rent payable for **your** home.

Cover Increase Date The **start date** or the date at which the **monthly benefit** increased. (Any new **cover increase date** will only apply to the increased **monthly benefit**.)

Doctor A person qualified and registered as a medical practitioner who is not **you** or **your** family and who is recognised by the General Medical Council.

End Date The date on which the first of the events shown under the heading "Termination" occurs.

Gross Income An amount of 50% of the average monthly remuneration **you** receive before deduction of all taxes. The average is taken over the six months prior to the point of time under consideration.

Maximum Benefit Period The period of twelve months.

Monthly Benefit The total monthly amount **you** have elected to insure under this **policy** subject to a maximum of the lesser of:

- one and a half times the amount of **your commitment** or
- the Maximum Total Benefit as shown in the **schedule** or
- **your gross income** (50% of **your** income before any deductions).

Policy This document (DB35) which details the terms and conditions of **your** cover. It should be read in conjunction with **your** current **schedule**.

Schedule The documents **we** send **you** that confirm **your** cover under this **policy**.

Start Date The date **your** cover begins as shown on **your schedule** as "Inception Date".

Term (The Term of Cover) The period during which **you** are covered under this **policy**. This **term** commences at 00.01 hours on the **start date** and continues until 23.59 hours on the **end date**.

Us (Our) (We) MMS acting under a Master Facility on behalf of Underwriters set out in the Preamble above.

Waiting Period A period of days at the commencement of a claim, as shown in the **schedule**. **Monthly benefit** will not be paid during this period and no claim will be payable unless the accepted duration of a claim exceeds this period.

Work (Working) Paid **work** of at least 16 hours a week. This includes self-employed **work** and statutory maternity and parental leave but not temporary **work**.

You (Your) The Insured Person whose details are set out in the **schedule**.

ELIGIBILITY

You are eligible to take out this cover if, at the **start date**, **you** are:

- ✓ Living in the UK.
- ✓ **Working** (if **you** are found to have been off **work** for any reason at the **start date**, **your** cover will be treated as if the **start date** is the day **you** are back at **work**).
- ✓ Named as a person responsible for the payment on the document evidencing the **commitment** for which cover has been provided.
- ✓ Aged 18 years or over but less than 63.

COVER & BENEFITS

This **policy** is designed to protect **your** monthly **commitment** against **you** being away from **work** due to **you** becoming sick or injured.

- ✓ Accident & Sickness only cover will only pay out for disability and **you** will not be able to claim for unemployment. If **you** become unemployed whilst claiming for disability **you** will only continue to receive **monthly benefit** payments while **you** remain disabled. If **you** are unable to **work** due to an accident or sickness benefits will be paid direct to **you**. Benefits will start to accrue from the day following expiry of the **waiting period** at a rate of 1/30th of the **monthly benefit** per day, being paid monthly in arrears. If **you** are not off **work** for longer than the **waiting period** no benefits will be paid.

PREMIUMS

The premium for this cover is shown in the **schedule** and **we** will collect this premium each month by direct debit.

Each monthly premium is due for payment on and applies from the monthly anniversary of the **start date** of cover. For the purpose of the termination conditions below, the 'due date' on which **you** have to make payment of **your** premiums is the day of the month **we** advise **you** **we** will be collecting **your** direct debit.

No increase or decrease in premium, for any reason, will be backdated and, at the earliest, will apply from the next monthly anniversary of the **start date** of cover.

The premium for this cover varies and increases with age. **We** will advise **you** of premium increases due to **your** change in age band at least 30 days in advance.

ACCIDENT & SICKNESS

You can claim for accident & sickness if, during the **term** of this **policy** and since the last **cover increase date**, **you**:

- ✓ Sustain an injury that is caused by accidental or violent means and results in visible marks upon **your** body or;
- ✓ Suffer sickness for which **you** have not had symptoms or related symptoms, whether diagnosed or not, in the 12 months prior to the **cover increase date** and within the 24 months prior to commencement of claim.

And if, in either case, all of the following apply:

- ✓ **You** are under the care of a **doctor** who declares, on a continuing basis, that **you** are unfit to engage in **your** normal job or occupation.
- ✓ **You** do not attend **your** normal place of **work** or become involved in any liaison (verbal, electronic or written) related to **your work** or in the case of a self employed person helping in, managing or carrying out any part of the day to day running of **your** business.
- ✓ **You** are not attending or undertaking any form of job or occupation.
- ✓ **You** are receiving statutory sick pay but **you** are not receiving sick pay payments in excess of the statutory amounts.
- ✓ **You** have actively worked for six months immediately prior to **your** injury or sickness (If **you** have had a previous claim which resulted in less than the **maximum benefit period** and **you** have not since then returned to **work** for at least six months, **we** will consider further payments to the **maximum benefit period** of **monthly benefits** in total).
- ✓ If **you** have made a disability claim lasting the **maximum benefit period**, no further disability claims shall be admissible until **you** have been in **work** for a further 30 days if the disability is different or a further 6 months if the disability is the same.
- ✓ None of the Exclusions shown below apply to **your** circumstances.

EXCLUSIONS

You cannot claim under this cover if:

- ✓ It is in any way related to or as a result of a self inflicted injury.
- ✓ **You** are not **working** due to stress, anxiety, depression, fatigue or any other mental or nervous disorder or any condition of a psycho-neurotic origin. (**We** may give consideration to a claim if **you** are diagnosed by a Consultant Psychiatrist and under their continuing attention).
- ✓ It is due to a pre-existing condition, defined as a condition of chronic or recurring nature from which **you** suffered or received medical attention or treatment at any time during the 12 month period prior to the **cover increase date** and within the 24 months prior to the commencement of claim.
- ✓ It is due to elective or cosmetic surgery and/or treatments.
- ✓ It is due to any Disability which occurs while the Insured Person is **working** outside of the United

Kingdom unless **working** for the British Armed forces, or as a civil servant in a British embassy or consulate, or unless the Insured Person is **working** on a specific project for less than 30 days outside the United Kingdom and was actually outside the United Kingdom for less than 30 days.

- ✓ Caused by the use of alcohol, or drugs unless under the specific direction of a **doctor** for any condition other than drug addiction.
- ✓ Caused by the normal course of pregnancy or the resulting childbirth or abortion, whether the pregnancy is existing on the date this **policy** is issued or occurs subsequent thereto.
- ✓ It is due to backache unless there is radiological evidence of medical abnormality, visible wound, contusion, or a Consultant certifies that the condition solely prevents **you** from **working**.
- ✓ It is due to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome).
- ✓ Caused by war, whether declared or not, riot or civil commotion, or directly or indirectly arising from radioactive contamination.
- ✓ The Insured Person is in military or naval service outside the United Kingdom or Europe.
- ✓ **You** are still **working**.
- ✓ The cover hereunder has ended either at **your** request or automatically under the termination rules set out below.

CANCELLATION

Provided **you** have not claimed and **you** forward to **us** a written request within 30 days of **us** issuing this **policy**, **we** will cancel **your** cover and return any premium(s) paid to **you**. Thereafter, **you** can cancel this cover at any time by forwarding **us** a written request to cancel. No refund of premium will apply in these circumstances.

TERMINATION

We will inform **you** and cancel your cover in circumstances where it is reasonable that **we** would know the cover should be cancelled but it is important that **you** let **us** know if cover should terminate in any other circumstances as any subsequent return of premiums will be entirely at **our** discretion and only paid after deduction of such processing and other costs that **we** feel are appropriate.

We will also inform **you** if **we** are unable to continue **your** cover. **We** will give **you** at least 30 days notice and will tell **you** why **we** are unable to continue **your** cover and any alternative arrangements that **we** can make for **you**.

Your cover will cease on the first of any of the following events:

- ✓ The day **you** cancel **your** cover (as above).
- ✓ When **you** retire or the day **you** attain the age that the Government set out as **your** normal retirement age.
- ✓ **Your** 65th birthday.
- ✓ The day **you** no longer have **commitment** to cover.
- ✓ **Your** failure to pay the monthly premium on or before the due date (**we** may, entirely at **our** discretion, accept premiums after this date and

allow the cover to continue or return any premiums **we** receive after this date and end **your** cover).

- ✓ As confirmed in any notice of termination **we** send to **you**.
- ✓ Termination of the Master Facility under which this **policy** is issued.

CLAIMS

It is important that **you** register **your** claim with **us** as soon as possible. **You** can do this by contacting **us** to request a claim form by either telephone or post. The claim form will be in a different format depending on the type of claim involved and will probably need completing in part by **you** and in part by others. (If **you** write to **us** to request a claim form please ensure that **you** tell **us** as much as **you** can about the circumstances in order that **we** know which claim form to issue).

The claim form should be fully completed as soon as possible and returned to **us** with the relevant information requested. Please ensure that it arrives with **us** no later than 30 days after the start of the circumstances that led to the claim. If the claim form is not received within the 30 days and **we** feel that the delay has had an effect on **our** ability to obtain the evidence required to investigate **your** claim, payments will be declined.

You must supply and pay for all information or evidence **we** ask for to support **your** initial claim and throughout **your** claim.

At any time throughout the period of a claim **we** can require **you** to attend a medical examination or have **our** medical officer study **your** medical records. If **we** require this evidence **we** will pay the fees charged by the **doctor** carrying out the medical examination and also **our** medical officer's fees. If **you** fail to attend any appointment **we** reasonably arrange all claim payments will cease.

When making a claim under this **policy** **you** should continue to pay the monthly premium to **us**, as failure to pay could affect **your** claim and the continuation of **your** cover.

To request a claim form or for any claims correspondence please contact:

The Claims Department
MMS
Melbourne House, Melbourne Street, Farsley,
Pudsey, Leeds LS28 5BT
Telephone: 0113 2558611

OTHER TERMS OF THIS POLICY

- ✓ The maximum total benefit shown in the **schedule** is the maximum **we** will pay in total for any one claim month, regardless of the amount of the **monthly benefit** under this or any other cover **you** have with **us**. No refund of premium will apply in respect of any amount that **you** have over insured in excess of this limit.
- ✓ If **you** have other cover providing similar benefits to this **policy** then, on acceptance of any claim, the amount payable under this **policy** will be reduced by the greater of the amount covered elsewhere for

- the same **commitment(s)** or the amount by which the combined benefit would exceed **gross income**.
- ✓ **Our** liability is always limited to the payment of the **monthly benefit** and any claims for other losses including but not limited to damage or consequential loss are specifically excluded from this cover.
 - ✓ **You** cannot assign any rights **you** have under this cover. The cover is entirely personal to **you** as the person it was issued to.
 - ✓ Nobody other than **us** has the authority to alter anything in this **policy** or the **schedule**. The terms of this cover are exactly as set out in this wording and the attached **schedule**. If **we** agree to alter anything including **your commitment** or **your monthly benefit** or apply discretion to any circumstances **we** will always confirm the situation to **you** in a form signed by one of **our** authorised officials.
 - ✓ Unless **we** have specifically agreed otherwise this cover is subject to English Law and it is a condition of the cover that no action at law or in equity can be brought more than three years after the first day on which the circumstances causing the claim or other event causing the action first exist.

COMPLAINTS

If **you** have a complaint relating to any aspect of administration or claim, please contact **us**, at MMS, Melbourne House, Melbourne Street, Farsley, Pudsey, Leeds, LS28 5BT, by telephone on 0113 2558611 or by E-mail: complaints@mms-uk.com

In the event that **you** remain dissatisfied this insurance **policy** is Underwritten by the Association of Underwriters known as Lloyd's, led by S.A.Meacock, NO.727, and in case of complaint **you** should refer the matter to them at Policyholder & Market Assistance, Lloyd's Market Services, Fidentia House, Walter Burke Way, Chatham, Kent, ME4 4RN. Telephone: 020 7327 5693. Fax: 0207 3275225. E-mail: complaints@lloyds.com

In any event **you** may subsequently refer **your** complaint to the Financial Ombudsman Service at Financial Ombudsman Service, South Quay Plaza II, 183 Marsh Wall, London, E14 9SR. Further details will be provided at the appropriate stage of the complaints process.

This complaints procedure is without prejudice to **your** right to take legal proceedings.

Compensation (The compensation scheme that applies to Your cover):-

Lloyd's insurers are covered by the Financial Services Authority's Compensation Scheme. **You** may be entitled to compensation from the scheme if a Lloyd's insurer is unable to meet its obligations to **you** under this contract. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract.

Further information about the Scheme is available from the Financial Services Compensation Scheme (7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN) and on their website: www.fscs.org.uk or by Telephone 020 7892 7300, or by Fax on 020 7892 7301.