



# Payment Protection Policy

**Building a fairer society**

**Britannia**  
BUILDING SOCIETY

## Introduction

Welcome to Your Britannia Payment Protection Policy provided by AXA Insurance.

Under this policy AXA Insurance plc agrees to provide monthly benefit(s) in the event of Accident & Sickness (herein after referred to as Disability) and/or Unemployment depending on the sections you have chosen to include, on the basis of the following terms, conditions and exclusions.

This policy and your schedule of insurance together set out the details of the insurance contract between you and the insurer. Please read them carefully and keep them in a safe place.

Your policy is designed to help you understand the extent of cover provided. You will find on many pages these headings:

### What is covered

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

### What is not covered

These sections shown on a light background draw your attention to what is not included in the scope of your policy.

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

Unemployment Claims: • JobStart - you will receive the following

- a job search manual
- assistance in producing your CV
- advice on employment matters
- access to a job search database

Disability Claims:

- Physiotherapy assessment for a range of disabilities, including back pain
- Accelerated Treatment where the insurer considers this appropriate.

Full details of all of these services can be found on page 9 under the heading "Helping You Back to Work"

If you do not wish to proceed with this insurance, return your policy and schedule of insurance to Britannia within 30 days of receiving them and we will refund any premium paid.

### Important Telephone Numbers

If you need to discuss any aspect of the cover please call Britannia on 01538 393050\*.

### Claims Helpline

Please ensure you read section 7 "Making a Claim" of this document in full before calling the claims line.

If you need to make a claim, please call Britannia on:

**01538 393 050\***

\*Telephone calls may be monitored and/or recorded. Lines are open from 8am - 6pm Monday to Friday, 9am - 1pm Saturdays.

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## Section 1 - Meaning of Words

Certain words in this **Policy** and **Schedule of Insurance** have a special meaning and wherever they appear in bold type and begin with a capital letter they will have the meaning shown below:-

### Accident and Sickness

Herein after referred to as **Disability**.

### Agreement

A mortgage and/or secured loan with any **Lender** secured by a charge over **Your** principal residential property in the **United Kingdom**.

### Carer

**You** being required to care for a member of **Your** immediate family and being in receipt of a carer's allowance from the Department for Work and Pensions.

### Ceased to Trade

**You** are entirely out of paid work because **Your** business has failed or the business of which **You** are a controlling director has failed and **You** must have provided accounts to cessation and **Your** last tax return has been placed with **Your** local tax office. This does not include temporary cessation.

### Chronic Condition

Any condition, injury, illness, disease, sickness or related condition that has at least one of the following characteristics:

- Continues indefinitely; or
- Is constant and controlled rather than cured; or
- Has symptoms that recur and have required consultation, treatment, advice or care in the past; or
- Requires long term monitoring, treatment, consultation, check ups, examinations or tests.

### Commencement Date

The date shown on **Your Schedule of Insurance** or any effective date of any subsequent alteration.

### Cover Period

A period of one month from the **Commencement Date**. The cover shall be renewed automatically every month for which the premium is received and accepted by the **Insurer**, until cover ends as described in Section 9 - When cover ends of the policy wording.

### Deferred Period

The period commencing on the first day of any period of **Unemployment** or **Disability** and lasting for the number of consecutive days as shown on **Your Schedule of Insurance**. No benefit will be paid in respect of this period.

## Disability/Disabled

Sickness, disease, or accidental bodily injury occurring during a period when **You** are in **Employment** or **Self-employment** and which wholly and independently of any other cause stops **You** doing **Your** job or any similar work that **You** experience, education or training may reasonably qualify **You** to do. If **You** are **Self-employed**, a condition will only be acceptable as **Disability** if it stops **You** from assisting, managing and/or carrying out any part of the running of **Your** business whatsoever.

Such **Disability** shall be deemed to start on the day **You** first consult or receive treatment from and are certified as unfit to work by a **Doctor**. **You** must be under the care and attention of a **Doctor** throughout **Your Disability**.

## Doctor

A qualified registered medical practitioner registered with the General Medical Council, practising in the **United Kingdom**. A **Doctor** who confirms **Your Disability** during **Your** claim cannot be **You**, **Your** employer or a relative.

## Elimination Period

The period from the **Commencement Date**, as shown on **Your Schedule of Insurance**. If **You** become **Unemployed** or are notified that **You** will become **Unemployed** during this period the **Insurer** will not pay any claim for that period of **Unemployment**.

## Employment/Employed

Working for remuneration under a permanent contract of **Employment**, which has no expressed or implied termination date other than retirement or a fixed term contract and paying class 1 National Insurance Contributions.

## Insurer

AXA Insurance UK plc

Registered in England No.78950

Registered Office 5 Old Broad Street London EC2N 1AD

AXA Insurance UK plc is authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234. Calls from a BT Together landline will cost no more than 4p per minute plus a call set up fee of 6p. Mobile and other providers' charges may vary.

## Involuntary Retirement

**Your Retirement** being caused by **Your** employer not accepting **Your** notice to remain **Employed** beyond the normal **Retirement** age at **Your** place of work.

## Lender

**Your** lender as notified by **You**.

## Maximum Benefit Period

The maximum period commencing after the **Deferred Period** for which the **Monthly Benefit** will be paid. The **Maximum Benefit Period** is shown on **Your Schedule of Insurance**.

## Monthly Benefit(s)

The amount shown on **Your Schedule of Insurance**. This amount is selected by **You** and can consist of **Your** monthly mortgage and/or secured loan repayment (excluding any arrears), including endowment policy payment and an additional benefit of up to £1000 to be used as payment towards any one or more of the following relevant items:

- Buildings and/or Contents insurance premium
- Mortgage related life assurance premium
- Mortgage payment protection premium
- Regular household bills; Gas, Electricity, Water Charges, Grocery bills\* and Council Taxes.

\* Grocery bills must be itemised for claims to be considered.

The total **Monthly Benefit** cannot be more than £2,500 per month. **You** should be aware that any benefit from this **Policy** which is not used to pay the monthly mortgage repayments, the buildings insurance premium or the **Premium** for this **Policy** may be considered by the appropriate Government Agency as income and may affect the amount of state benefit **You** receive.

## Monthly Premium / Premium

The amount shown on **Your Schedule of Insurance** that **You** pay on the date that **Your Monthly Premium** is collected to have Britannia Payment Protection.

## Normal Pregnancy and Childbirth Related Conditions

Symptoms which normally accompany a pregnancy and/or childbirth (including those related to multiple pregnancy) and which are generally of a minor and/or temporary nature, not representing an unusual or significant hazard to mother and/or baby.

## Policy

This booklet and **Your** most recent **Schedule of Insurance** which together set out the terms of the contract of insurance between **You** and the **Insurer**.

## Pre-existing Condition

Any medical condition, injury, illness, disease, sickness or related condition and/or associated symptoms, whether diagnosed or not which **You**:

- knew about or should reasonably have known about at the **Commencement Date** or:
- have seen or arranged to see a **Doctor** about during the 12 months immediately preceding the **Commencement Date**.

## Regular fixed term contract

- A contract of at least 12 months duration with the same employer that has renewed at least once with the same employer; or
- A contract of at least 6 months duration with the same employer that has been renewed at least twice with the same employer; or
- A fixed term contract and with the same employer for a continuous period of at least 24 months; or
- A fixed term contract to which **You** were transferred from a permanent contract of **Employment** with the same employer with no break between contracts.

## Retire / Retiring / Retirement

Ceasing to be **Employed** due to:

- i. **You** reaching the pensionable age at **Your** place of work; or
- ii. **You** voluntarily ceasing **Employment** prior to the pensionable age at **Your** place of work and are in receipt of a pension.

## Schedule of Insurance

The document which sets out the details of **Your** individual cover, including **Commencement Date, Monthly Benefit, Maximum Benefit Period, Monthly Premium, Deferred Period** and the **Elimination Period**.

## Self-employed / Self-employment

Actively working as a sole trader or in partnership with others or assisting with managing or carrying on a business in the **United Kingdom** and paying Class 2 National Insurance Benefit Contributions and being assessable to income tax under Schedule D Case I or II or being a director of a company in which **You** have a shareholding of 25% or more.

## Unemployed

In a state of **Unemployment**.

## Unemployment

A period during which **You**:

- are no longer in **Employment** and
- if **You** are **Self Employed**, have completely **Ceased to Trade** and
- are registered as **Unemployed** with the relevant government agency and
- are available for and actively seeking alternative **Employment** or **Self Employment** and
- are in receipt of the appropriate benefit.

If **You** have reached statutory pensionable age **You** will be considered as **Unemployed** if **You** provide evidence throughout the period of **Your** claim that **You** are seeking alternative **Employment** or **Self Employment**.

If **You** are on a Government Training Scheme **You** will be considered as **Unemployed** provided **You** are in receipt of a Training Allowance and **You** are still available for and actively seeking **Employment** or **Self Employment** during the maximum training period of 12 months.

## United Kingdom

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man

## We/Us/Our

Britannia Building Society.

## You / Your / Insured Person(s)

Any customer who is eligible for Britannia Payment Protection and who is named as an **Insured Person** on the **Schedule of Insurance**.

## Section 2 - Eligibility for Cover

This **Policy** is issued on condition that on the **Commencement Date**:

- **You** are aged 18 or over and under 85 and have an **Agreement** with **Us**; or
- **You** are aged 18 or over and under 65 and have an **Agreement** with an alternative lender.
- **You** are in **Employment** or **Self Employment** and if **You** applied for this **Policy** at any time other than at the time of applying for a mortgage with **Us**, have been so for at least 6 continuous months immediately prior to the **Commencement Date**.
- **You** are the owner occupier of the property secured under the **Agreement**
- **You** are normally resident in the **United Kingdom**

## Important Notes:

### Impending Unemployment

If at the **Commencement Date** **You** know that **You** will become **Unemployed** the **Insurer** will not pay any claim for that **Unemployment**. (Please see Section 4 - Unemployment Cover, what is not covered.)

### Retirement

**Retirement** being caused by **Your** employer not accepting **Your** notice to remain **Employed** beyond the normal **Retirement** age at **Your** place of work. In this event **You** may be covered for **Unemployment**. (Please see Section 4 - Unemployment Cover, what is covered.)

### Elimination Period

If **You** become **Unemployed** or are notified that **You** will become **Unemployed** during the **Elimination Period** the **Insurer** will not pay any claim for that period of **Unemployment**. (Please see Section 4 - Unemployment Cover, what is not covered)

### Self-employed

If **You** are **Self-employed** or a director of a company in which **You** have a shareholding of 25% or more, **You** should pay particular attention to the following sections of this **Policy**. If **Your** status changes from employee to **Self-employed** or company director, **You** should ensure **You** understand how this will affect **Your** cover by referring to the following sections:-

Page 3 - Meaning of Words - Definition of **Ceased to Trade**

Page 6 - Meaning of Words - Definition of **Self-employed**

Page 9 - Section 4 - Unemployment Cover - What is not covered

### Fixed term contract

If **You** are **Employed** under a **Regular Fixed Term Contract**, **You** will be treated as being in permanent **Employment**.

If **You** are on a fixed term contract which does not meet the definition of a **Regular Fixed Term Contract** **You** will not be covered for non-renewal of **Your** contract and **Monthly Benefit** in respect of **Unemployment** will only be payable up until the original intended expiry date of **Your** contract if it is terminated early.

If **You** are on a fixed-term contract which does not meet the criteria of a **Regular Fixed Term Contract** but which subsequently meets this criteria, **You** will be treated as being in permanent **Employment** if a claim occurs after the criteria has been met.

**You** should ensure **You** understand how this will affect **Your** cover by referring to the following sections:-

Page 6 - Meaning of Words - Definition of Unemployment Cover.

Page 5 - Meaning of Words - Definition of **Regular Fixed Term Contract**

Page 10 - Section 4 - Unemployment Cover - What is covered and What is not covered.

### Pre-existing and Chronic conditions

If at the **Commencement Date** **You** are aware of an existing medical condition **You** may not be covered for **Disability** caused by this condition. (Please see section 5 - Disability Cover and the definition of **Chronic Condition** and **Pre-existing Condition** under Section 1 - Meaning of Words)

## Section 3 - Helping You Back to Work

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

### JobStart

#### Job Search Manual

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

#### CV Production Support

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

#### Telephone Helpline

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

#### Job Search Database

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

### Physiotherapy Support for Back and Soft Tissue Injuries

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

#### Accelerated Treatment

If **You** make a **Disability** claim in connection with a condition that requires immediate treatment, the **Insurer** may, at its option, decide that as part of **Your** claim it will be appropriate to pay for private treatment.

## Section 4 - Unemployment Cover

Your **Schedule of insurance** will show if **You** have selected this cover.

### What is covered

If **You** become **Unemployed** during the **Cover Period** and **Your Unemployment** continues for longer than the **Deferred Period**, the **Insurer** will pay one thirtieth of the **Monthly Benefit** for each consecutive day that **You** remain **Unemployed** after the **Deferred Period** has ended. The first payment will be due 31 days after the **Deferred Period** has ended. Subsequent payments will be made monthly in arrears.

1. **Your** claim will continue to be paid throughout the **Cover Period**, until the first of the following occurs:-

- a. **You** cease to be **Unemployed** or fail to provide proof that **You** are **Unemployed**; or
- b. **You** return to work; or
- c. **The Insurer** has paid **Monthly Benefit** payments equivalent to the **Maximum Benefit Period** for any one event of **Unemployment**; or
- d. the cover terminates as described in Section 9 – When Cover Ends; or
- e. if **You** were on a fixed term contract, which is not a **Regular Fixed Term Contract**, the date on which **Your** contract would have expired had it continued for the period originally intended.

whichever occurs first.

2. If **The Insurer** has paid **Monthly Benefit** payments equivalent to the **Maximum Benefit Period** for any one **Unemployment** claim, **You** must have returned to work for at least three months before **You** will be entitled to claim again for **Unemployment**.

### What is not covered

1. **The Insurer** will not pay benefit for **Unemployment**:

- a. which began prior to the date of application for this insurance
- b. where the date upon which **You** receive official written or verbal advice from **Your** employer that **You** are to be made **Unemployed** or the date **You Cease to Trade** is within the **Elimination Period**.
- c. which **You** knew to be impending on the date of signing the application for this insurance;
- d. for any period in which **You** receive or are entitled to receive payment in lieu of notice. The **Deferred Period** shown on **Your Schedule of insurance** shall not start until such period has expired;
- e. caused by **Your** resignation, voluntary **Unemployment**, voluntary redundancy or **Retirement**.

This exclusion will not apply if:

- i. **Your Unemployment** is solely and directly as a result of **You** becoming a **Carer** but subject to **You** not being aware at the time of applying for this insurance that **You** becoming a **Carer** was likely to happen; or
- ii. **Your** voluntary redundancy is claimed under section 147 or 148 of the 1996 Employment Rights Act due to short time working.

3. If there are less than three consecutive months of **Employment** or other work between two periods of **Unemployment**, the **Insurer** will treat these two periods as one continuous claim. The **Insurer** will not pay any **Monthly Benefit(s)** for the time **You** were in **Employment** or other work between the two periods of **Unemployment**, and in total the **Insurer** will pay **Monthly Benefit** payments equivalent to the **Maximum Benefit Period**.

#### 4. **Your Involuntary Retirement.**

2. **We** will not pay any benefit for **Unemployment** that arises as a result of:

- a. **You** being dismissed for misconduct, or breaking **Your** contract;
- b. the expiry of a fixed-term contract, or is for any period beyond the natural expiry date of a fixed term contract unless it is a **Regular Fixed Term Contract**;
- c. **You** coming to the end of a casual, occasional, seasonal or temporary contract;

3. Where **You** were **Self-employed** and **You** cannot produce satisfactory proof that **You** have **Ceased to Trade**.

4. **We** will not pay any benefit for:

- a. the **Deferred Period**.
- b. any of the reasons listed in Section 6 - General exclusions.

## Section 5 Disability Cover

Your **Schedule of Insurance** will show if **You** have selected this cover.

### What is covered

If **You** become unable to work due to a **Disability** during the **Cover Period** and the **Disability** continues for longer than the **Deferred Period**, the **Insurer** will pay one thirtieth of the **Monthly Benefit** for each consecutive day that **Your Disability** continues after the **Deferred Period** has ended. The first payment will be due 31 days after the **Deferred Period** has ended. Subsequent payments will be made monthly in arrears.

1. **Your** claim will continue to be paid throughout the **Cover Period** until the first of the following occurs:

- a. **You** cease to be **Disabled** or fail to provide proof that **You** are **Disabled**; or
- b. **You** return to work; or
- c. The **Insurer** has paid **Monthly Benefit** payments equivalent to the **Maximum Benefit Period** for any one event of **Disability**; or
- d. the cover terminates as described in Section 9 - When Cover Ends; whichever occurs first.

2. If **You** claim for **Disability** again within three months of ceasing to be entitled to benefit under a previous **Disability** claim the two events will be treated as one claim and that claim will be subject to **Monthly Benefit** payments equivalent to the **Maximum Benefit Period**.

3. If the **Insurer** has paid **Monthly Benefit** payments equivalent to the **Maximum Benefit Period** for any one **Disability** claim, **You** must have returned to work for at least three months before **You** can claim again under this section.

### What is not covered

1. The **Insurer** will not pay any benefit for **Disability** arising directly or indirectly from

a. **Normal Pregnancy and Childbirth Related Conditions**. When a claim is made by **You** for a pregnancy or childbirth related condition, the **Insurer** may refer to a **Doctor** or consultant who specialises in Obstetrics for an opinion as to whether the condition is **Normal Pregnancy and Childbirth Related Conditions**. The **Insurer** will consider this opinion to be final.

b. **You** intentionally injuring yourself, attempting suicide or willful exposure to danger (except in an attempt to save human life).

c. arising from the use of drugs unless such use is under the specific direction of a **Doctor** but not for the treatment of alcohol or drug addiction.

d. a **Chronic Condition** that **You** knew about or should have reasonably known about at the **Commencement Date**, whether requiring medical attention at that time or not.

e. any **Pre Existing Condition** which persists or returns within 24 months of the **Commencement date**.

f. any treatment or surgery which is not medically necessary to sustain or maintain **Your** quality of life and which is undertaken solely at **Your** request.

g. any mental or nervous disorder including anxiety stress or depression unless investigated and diagnosed by a consultant specialising in the relevant field.

h. any back complaint or associated condition unless diagnosed by a consultant specialising in the relevant field.

2. The **Insurer** will not pay any benefit for:

a. the **Deferred Period** or;

b. which substantiating medical evidence has not been provided by a **Doctor**

c. any of the reasons listed in Section 6 - General exclusions

## Section 6 - General Exclusions

The **Insurer** will not pay the **Monthly Benefit** for any period of **Unemployment** or **Disability** arising directly or indirectly from:

- War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, insurrection, or military or usurped power.
- Criminal or fraudulent acts in which **You** are involved.

## Section 7 - Making a Claim

### Making a Claim

If **You** need to make a claim **You** should contact the claims helpline on 01538 393050. Lines are open 8am to 8pm Monday to Friday and 9am to 1pm on Saturday. Telephone calls may be monitored and/or recorded to assist with staff training and for quality control purposes.

When telephoning, to discuss a new claim it would be helpful if **You** could have the following information to hand:

For **Unemployment** claims

- **Policy**
- **Mortgage** account number
- Date **You** last worked
- National Insurance Number
- Name, address and telephone number of **Your** employer or accountant (if **You** are **Self-employed**)
- Name, address and telephone number of **Your** benefit office
- **Your Employment** history from 6 months before the **Commencement Date**

For **Disability** claims

- **Policy**
- **Mortgage** account number
- Date **You** last worked
- National Insurance Number
- Name, address and telephone number of **Your Doctor**
- Name, address and telephone number of any consultant or **Hospital** to which **You** have been referred
- Name, address and telephone number of **Your** employer or accountant (If **You** are **Self-employed**)
- **Your Employment** history from 6 months before the **Commencement Date**

The claims process will be fully explained to **You** when **You** call **Us**. A copy of the details **You** provide over the telephone will be sent to **You** and **You** will need to check, sign and return this document, together with any supporting documents the **Insurer** has requested. **You** must continue to pay **Your Monthly Premiums** during the period of **Your** claim.

Please note that the **Insurer** must receive notification together with any other relevant information the **Insurer** may reasonably require within 12 calendar months of the date of the event giving rise to the claim. If **You** do not notify the **Insurer** or supply the **Insurer** with the relevant information within 12 calendar months and this prejudices the **Insurers** ability to verify the claim then, other than in exceptional circumstances, no benefits will be paid for the claim.

## Section 8 - Claims Conditions

**You** must comply with the following conditions to have the full protection of **Your Policy**. If **You** do not comply with them, the **Insurer** may at their option cancel the **Policy** or refuse to deal with **Your** claim or reduce the amount of any claims payment.

### Disability Claims

**You** should supply at **Your** own expense all certificates, information and evidence which the **Insurer** may reasonably require. Specialist medical evidence will be required by the **Insurer** in respect of claims arising from any back complaint or associated condition, any psychiatric illness or mental or nervous disorder or any pregnancy or childbirth related condition. The **Insurer** may request and pay for **You** to be medically examined by a **Doctor** of their choice as and when they require.

### Unemployment Claims

- The **Insurer** will be entitled to contact **Your** immediate past employer or otherwise as deemed necessary.
- **You** must register, as soon as possible with the appropriate government agency and where requested provide suitable evidence to the **Insurer** that **You** are actively seeking work.
- If **Your** claim is as a result of voluntary redundancy claimed under section 147 or 148 of the 1996 Employment Rights Act, **You** will be required to produce documentation to confirm that **Your** redundancy is within the terms of this Act.
- If **You** decide to seek work in the European Economic Community, the **Insurer** will continue to handle **Your** claim for up to 3 months provided **You** have made arrangements with the Employment Service to register as **Unemployed** in the country **You** are going to and provide the **Insurer** with a copy of **Your** E303/3 form and evidence of continued **Unemployment**.

### All Claims

- In the event of a valid claim, the **Monthly Benefit** will be paid directly to **You** as soon as reasonably possible. It will be **Your** responsibility to continue to make **Your** mortgage repayments to **Your Lender**.
- The **Monthly Benefit** cannot be increased if **You** have submitted a claim which is still ongoing.
- **You** may be visited at **Your** home by a representative to assist and advise **You** on **Your** claim.

## Temporary Employment

If during the period of a claim, **You** take temporary work, **You** will not receive any payment of benefit under this **Policy** for the time **You** are working. If the period of temporary work lasts less than six consecutive months, the periods of **Unemployment** before and after the temporary work will be treated as one continuous claim subject to the **Maximum Benefit Period** shown on **Your Schedule of Insurance**. **You** must notify **Us** before **You** take any temporary **Employment** or **Self Employment**.

## Changing From One Benefit to Another

**You** may not claim for **Disability** and **Unemployment** for the same period. If **Your** claim changes from **Disability** to **Unemployment** (or vice versa) without a break and the correct cover is in force, **Your** claim will continue without a break, subject to the terms and conditions of the **Policy**. **Your** claim will be treated as one continuous claim to determine the maximum number of **Monthly Benefit** payments shown on **Your Schedule of Insurance**.

## Fraud

**You** must not act in a fraudulent way. If **You** or anyone acting for **You**:

- make a claim under the **Policy** knowing the claim to be false or fraudulently exaggerated in any respect; or
- make a statement in support of a claim knowing the statement to be false in any respect; or
- submit a document in support of a claim knowing the document to be forged or false in any respect; or
- make a claim for any loss or damage caused by **Your** wilful act or with **Your** connivance;

Then the **Insurer**:

- shall not pay the claim
- shall not pay any other claim which has been or will be made under the **Policy**
- may at their option declare the **Policy** void
- shall be entitled to recover from **You** the amount of any claim already paid under the **Policy**
- shall not make any return of premium
- may inform the police of the circumstances.

## Anti Fraud Database

Insurers and their agents share information with each other to prevent fraudulent claims and for underwriting purposes via an anti-fraud database. A list of participants is available on request. In dealing with **Your** application the database may have been searched. In the event of a claim the information supplied on the application and claim form, together with other information relating to the claim will be put on the register and made available to the participants.

## Other Insurance

If **You** have any other policy providing similar cover, then, in the event of a claim, the benefit payable under this **Policy** may be reduced proportionately.

## Section 9 - When Cover Ends

This **Policy** is for a period of one month from the **Commencement Date**. It shall be renewed automatically every month for which the **Premium** is received and accepted by the **Insurer**. Cover will in any event end on the first of the following events at which point **You** are required to notify Britannia:

- **You** reach 85 years of age; or
- **You** reach 65 years of age and no longer have an **Agreement** with **Us**
- **You Retire** from **Your Employment**; or
- **Your** circumstances change if such a change renders the insurance invalid; or
- Following non payment of two consecutive **Monthly Premium(s)**, please see Section 12 – Cancelling Your Policy; or
- **You** advise **Us** that **You** wish to cancel the **Policy**, please see Section 12 - Cancelling Your Policy; or
- The **Insurer** advises **You** in writing that they wish to cancel the **Policy**, please see Section 12 - Cancelling Your Policy; or
- When **You** no longer have an **Agreement**; or
- Cover for an **Insured Person** will end upon the date of their death.

## Section 10 – Changing Your Cover

### Changes to Your Mortgage Arrangements

**You** can continue with **Your** cover under this **Policy** if **You** move house and/or transfer **Your Agreement** to another **Lender**. In these circumstances, if **You** transfer to a new policy, **You** may not be able to claim immediately. If **You** decide to continue this **Policy**, however, **Your** cover will continue without a break. If **Your** circumstances are to change, please notify **us** of **Your** new details as soon as **You** are able to do so.

### Changing Benefit Levels

The **Monthly Benefit** shown on **Your Schedule of Insurance** will remain unchanged unless **You** contact **Us** and the **Insurer** agrees to a variation. If an increase in **Your Monthly Benefit** or change in insurance cover, for a future **Cover Period**, is accepted those changes will apply from the date the **Insurer** accepts **Your** application for the increase. **You** cannot increase the amount of **Monthly Benefit(s)** or change the insurance cover while **You** are making a claim.

Please note that unless an increase to the **Monthly Benefit** is as a direct result of an increase in the **Agreement** interest rate, as supported by evidence from **Your Lender**, a 90 day qualifying period will be imposed to the increase effective from the date the increase is agreed. Therefore, should **You** be notified that **You** are to be made **Unemployed** within the 90 day period, **You** will receive only the original **Monthly Benefit(s)** and the additional increase will not be paid for the duration of the claim.

### Changing Benefit Levels

**Your Policy** will be set up with the **Monthly Benefit** split in direct proportion to the gross salaries of the people party to the **Agreement**. Changes in benefit splits will be subject to a 90 day qualifying period for **Unemployment** claims except when this is a reflection of a change in the direct proportion of gross salaries.

## Changing Insured Persons

If an **Insured Person** is no longer eligible for cover, then the **Monthly Benefit** will be transferred to the remaining **Insured Person** as at the date of ineligibility without any additional qualifying period. Adding or deleting an **Insured Person** can only be performed with the express written consent of all **Insured Persons**. When adding and deleting a 90 day qualifying period will apply to all **Unemployment** claims in respect of the additional **Insured Person** or the additional increased **Monthly Benefit**. The addition of a new **Insured Person** is subject to individual eligibility at the time of application.

## Section 11 - Policy Conditions

**You** must comply with the following conditions to have the full protection of **Your Policy**. If **You** do not comply with them, the **Insurer** may at their option cancel the **Policy** or refuse to deal with **Your** claim or reduce the amount of any claim payment.

1. The **Insurer** may at any time change any term or condition of this **Policy** including the **Monthly Premium** payable by giving not less than 30 days written notice of such change to **You** at **Your** last known address.
2. This **Policy** shall have no surrender value.
3. If any information provided by **You** or anyone acting on **Your** behalf to the **Insurer** is incorrect or incomplete or if **You** fail to disclose any information which might reasonably affect the **Insurer's** decision to provide insurance to **You**, **Your** right to any benefit under this **Policy** shall end.
4. It is not possible for **You** to transfer **Your** rights under this **Policy**.
5. It is a pre-condition of the **Insurers** liability that **You** comply with all parts of this **Policy** and that **You** take all reasonable steps to minimise their risk and ongoing liability under this **Policy**.
6. The **Insurer** will always communicate with **You** in English.
7. **You** and the **Insurer** are free to choose the laws applicable to this contract. As the **Insurer** are based in England, they propose to apply the laws of England and Wales and by purchasing this **Policy** **You** have agreed to this.
8. **You** must notify **Us** as soon as possible if **Your** circumstances change as this may alter **Your** entitlement to benefit. For example if **You** chose to give up work, change address or if **You** retire. Please write to:

Britannia Mortgage and Insurance Customer Service Centre.  
Britannia Building Society  
Britannia House  
Leek  
Staffordshire Moorlands  
ST13 5RG

## Section 12 - Cancelling Your Policy

1. **You** may cancel this **Policy** at any time. Please note that if **You** do this when **You** are making a claim **We** will stop paying the **Monthly Benefit(s)** from the date that **You** cancel. If **You** want to cancel **Your Policy** then **You** should tell **Us** by writing to:

Britannia Mortgage and Insurance Customer Service Centre.  
Britannia Building Society  
Britannia House  
Leek  
Staffordshire Moorlands  
ST13 5RG

Or **You** can telephone **Us** on 01538 393050 Calls may be recorded and/or monitored. Lines are open from 8am-6pm Monday to Friday, 9am-1pm Saturdays.

If there is more than one **Insured person**, then each must sign the letter.

### Statutory Cancellation Rights

2. If **You** cancel this **Policy** within 30 days of the **Commencement Date**, the **Insurer** will refund any **Monthly Premium** paid.

### Cancellation Rights Outside the Statutory Period

3. If **You** cancel this **Policy** at any other time, **You** will receive a pro-rata refund of **Monthly Premium** for the period from the date of cancellation to the date **Your** next **Monthly Premium** would have been due provided that there has been no claim or incident likely to give rise to a claim since **Your** last **Monthly Premium** became due. If a claim has been submitted or there has been any incident likely to give rise to a claim since **Your** last **Monthly Premium** became due, then no premium refund will be given.
4. If **You** fail to pay two consecutive **Monthly Premium(s)** **Your Policy** will terminate.
5. The **Insurer** has the right to cancel this **Policy**, if the **Insurer** decides to do so they will send **You** 90 days written notice of the **Policy** being cancelled if no substitute scheme is being offered; or in the event of the **Insurer** offering **You** cover under an alternative **Policy**, 30 days written notice of the **Policy** being cancelled. The **Insurers** termination will not affect their liability for events occurring during the **Cover Period** which may give rise to a claim. The **Insurer** will not have the right to cancel the **Policy** any earlier except in the case of fraud.

## Section 13 – Customer Service

Our aim is at all times to provide a first class standard of service. However, there may be occasions when you feel that this has not been achieved.

If your complaint relates to the product or you are dissatisfied with the service provided by Britannia Building Society, please contact your local Britannia branch or the department you have been dealing with. You can choose to contact them either by telephone, in writing, in person at the branch or via our website [www.britannia.co.uk](http://www.britannia.co.uk). More information about the complaint process is summarised in a leaflet “when things need sorting out”. Please let us know if you would like a copy.

If your complaint is still unresolved you can contact our Customer Feedback Centre who will review your complaint and provide a final response. Their details are; Customer Feedback Centre C097, Britannia Building Society, Leek, Staffordshire Moorlands, ST13 5RG. Telephone 01538 391744. Calls may be recorded and/or monitored. Lines are open from 8am – 6pm Monday to Friday, 9am - 12 noon Saturdays.

If your complaint relates to a claim or the service provided by AXA Insurance UK plc, you can contact them by writing, quoting your claim number where applicable, to:

Head of Customer Care

AXA Insurance

Civic Drive

Ipswich

IP1 2AN

Tel: 01473 205296 Lines are open from 08:30am -5:30pm Monday to Friday.

Fax: 01473 205101

Email:[customercare@axa-insurance.co.uk](mailto:customercare@axa-insurance.co.uk)

If you are unaware who your complaint is best addressed to contact Britannia Building Society for guidance.

If you remain dissatisfied following the final response from either Britannia Building Society or AXA Insurance UK plc, you can complain to:-

Financial Ombudsman Service,  
South Quay Plaza,  
183 Marsh Wall,  
London,  
E14 9SR

Telephone number 0845 080 1800. BT landline calls to 0845 numbers will be charged at up to 4p per minute at all times. A call set up fee of 3p per call applies to calls from residential lines. Mobile and other providers' charges may vary.

Fax number 020 7964 1001

Referral to the Financial Ombudsman Service will not affect **Your** right to take legal action against the **Insurer**.

### **The Insurer's promise to you**

- Acknowledge written complaints promptly.
- Investigate quickly and thoroughly.
- Keep **You** informed of progress.
- Do everything possible to resolve **Your** complaint.
- Learn from their mistakes.
- Use information from complaints to continuously improve their services.

To help the **Insurer** improve their service, they may record or monitor telephone calls.

**AXA Insurance UK plc**

Registered Office 5 Old Broadstreet London EC2N 1AD

**Britannia Building Society**

Britannia House Leek Staffordshire Moorlands ST13 5RG  
www.britannia.co.uk

**Britannia Mortgage and Insurance Customer Service Centre**

Department C108 P.O. Box 563 Britannia House Leek Staffordshire Moorlands ST13 5RG  
Telephone (01538) 393050 Fax (01538) 383774

Britannia Building Society is authorised and regulated by the Financial Services Authority.  
Telephone calls may be recorded and/or monitored.

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