

**SCOTTISH EQUITABLE**  
**UNEMPLOYMENT PROTECTION**  
**POLICY CONDITIONS**  
**AND**  
**UNEMPLOYMENT WAIVER OF PREMIUM**  
**POLICY CONDITIONS**



**Scottish Equitable**  
**Protect**

**SCOTTISH EQUITABLE  
UNEMPLOYMENT PROTECTION  
POLICY CONDITIONS**

## INTRODUCTION

The Policy Schedule, these Unemployment Protection Policy Conditions ('Policy Conditions') and any subsequent endorsements by Financial Insurance Company Limited ('FICL'), together referred to as the 'Policy', set out the details of the Unemployment Protection insurance cover of the Insured and is based on the application made by the Insured to Scottish Equitable (acting as the agent of FICL).

FICL will provide Unemployment Protection insurance cover ('Unemployment Protection') to the Insured providing the Insured meets the eligibility criteria in Section 1 and has agreed to pay the Premium for this insurance and complies fully with the terms of the Policy Conditions. Cover is for one month at a time and is automatically renewed every month until the Benefit End Date.

Unemployment Protection is an Additional Benefit available under a Mortgage Protection policy issued by Scottish Equitable and these Policy Conditions form part of Scottish Equitable's Mortgage Protection Policy Conditions, MP2.

Underwritten by FICL on the Date of Execution shown on the Policy Schedule.

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## **SECTION 1 – Eligibility**

- (a) The Insured will be eligible for Unemployment Protection if, on the Benefit Start Date, Scottish Equitable has accepted the Insured's application and the Insured is:
  - (i) aged 18 or over but under 65;
  - (ii) living in the UK;
  - (iii) Working;
  - (iv) making an application for a residential Mortgage or has a residential Mortgage which is not in arrears;
  - (v) not aware of any impending Unemployment. (However, where the Insured is aware of any impending Unemployment, the Insured may still be insured but no benefits will be paid that relate directly to that Unemployment.);
  - (vi) covered for Unemployment Waiver of Premium insurance underwritten by FICL;
  - (vii) covered for a 'Main Benefit' under a Mortgage Protection policy with Scottish Equitable, ie any of the following: Life Protection, Critical Illness Protection, Life with Critical Illness Protection, Reducing Life Protection, Reducing Critical Illness Protection, Reducing Life with Critical Illness Protection or Income Protection.
- (b) In the event of a claim, FICL will check that at the Benefit Start Date the Insured met the eligibility criteria in Section 1(a).
  - (ii) the Insured's business is to be put into the hands of an insolvency practitioner; or
  - (iii) the Insured was a partner in a partnership which has been or is being dissolved.
- (c) No claim will be paid until the Insured has registered as Unemployed at the Benefits Agency or Employment Service (or the Social Security Agency in Northern Ireland), has registered for Job Seekers Allowance (or any successive equivalent benefit), is receiving the correct class of National Insurance Credits and is available for and actively seeking Work.
- (d) Two periods of Unemployment separated by three months or less will be treated as one continuous claim, but no Benefit Amount will be payable for any time employed between these periods. Where the Benefit Amount has been paid for 12 months for any claim, the Insured must return to Work for at least six continuous months before another claim will be considered.
- (f) Where the Insured is Unemployed and a claim is in payment, FICL will continue paying the Benefit Amount following any period of temporary Work as if it were one continuous claim subject to the following:
  - (i) The Insured must provide details to FICL of the temporary Work to be undertaken before starting;
  - (ii) The period of temporary Work must be no more than six months;
  - (iii) Payment of the Benefit Amount will not continue during the period of temporary Work;
  - (iv) The maximum payable for the claim will be 12 times the Benefit Amount.

## **SECTION 2 – Benefit**

### **Unemployment Protection**

- (a) Where the Insured is in Work or (if applicable) on statutory maternity leave and, after the Benefit Start Date but prior to the Benefit End Date, becomes Unemployed for at least 30 continuous days (the 'Deferred Period'), then the Insured will be entitled to the Benefit Amount at the end of the Deferred Period, payable monthly in arrears. After the Deferred Period, one-thirtieth of the Benefit Amount is payable for each continuous day of Unemployment and will cease to be paid on the earliest of:
  - (i) the Benefit End Date; or
  - (ii) the Insured no longer being Unemployed; or
  - (iii) the Benefit Amount having been paid for 12 months for each claim; or
  - (iv) the occurrence of any of the events set out in Section 5(a).
- (b) In addition, where the Insured is Self-Employed, the Benefit Amount will not be payable unless:
  - (i) the Insured's business has involuntarily stopped trading or is in the process of being wound up; or
  - (g) **Maximum Benefit Amount payable**  
The maximum Benefit Amount payable in any month for Unemployment Protection will not be more than an amount equal to the Monthly Repayment and Other Insured Payments up to a total of £2,000 for one Mortgage, or up to an amount equal to the Monthly Repayment if this is greater than £2,000. Where the Insured has more than one insurance policy underwritten by FICL for payments in connection with his Mortgage, the maximum combined benefit payable under all policies cannot exceed these limits. The Benefit Amount payable will not include any missed Monthly Repayments or any interest thereon.
  - (h) **Treatment of benefits**  
The Benefits Agency or Employment Service (or the Social Security Agency in Northern Ireland) may consider the Benefit Amounts paid under this Policy as income and therefore take this into consideration when they are calculating the Insured's social or welfare benefits. However, if there is a debt under the Mortgage at the start of

the Insured's claim under this Policy, any Benefit Amount paid under this Policy may be disregarded by the Benefits Agency or Employment Service (or Social Security Agency in Northern Ireland) for the entire claim provided that the Benefit Amounts are used solely to repay the debt under the Mortgage.

### SECTION 3 – Exclusions

A claim for Unemployment Protection will not be paid if any of the following circumstances apply:

- (i) At the Benefit Start Date, the Insured knew he was going to be made Unemployed or had reason to believe that it was likely to happen; or
- (ii) The Insured was not in Work for at least six months before being made Unemployed (a period of two weeks or less not in Work will not count as a break in the six-month period); or
- (iii) The Insured's Work ends or the Insured is notified, verbally or in writing, of his Work ending within 60 days of the Benefit Start Date (or within 120 days of the Benefit Start Date if this cover is arranged after the Mortgage); or
- (iv) The Insured's Work is seasonal or Unemployment is a regular feature of his Work; or
- (v) The Insured is Self-Employed and his business temporarily stops trading; or
- (vi) The Insured's Work ends as a result of the expiry of an apprenticeship or training contract; or
- (vii) The Insured resigns or becomes voluntarily Unemployed (which includes ending Work voluntarily during a period of notice given by the employer) or voluntarily redundant; or
- (viii) The Insured becomes permanently retired; or
- (ix) Unemployment results from the Insured's misconduct or as a result of the Insured being fairly dismissed – for example, because of negligence, fraud, dishonesty or anything that led to or might have led to a disciplinary procedure being taken by the Insured's employer or to the Insured's dismissal; or
- (x) The Insured becomes Unemployed as a result of involvement in a strike or lock-out; or
- (xi) The Insured Works on a fixed-term contract that ends or expires. This exclusion will **not** apply and the Insured will be eligible for Unemployment Protection until the date of expected completion of his original fixed-term contract or any renewal thereof if:
  - (a) the Insured has an annual contract with the same employer which has been renewed on an annual basis at least once, or
  - (b) the Insured has been in continuous Work with the same employer for at least 24 months; or

- (xii) Unemployment occurs whilst the Insured is Working outside the United Kingdom, unless the Insured is:
  - (a) Working for the British Armed Forces or Working as a civil servant in a British embassy or consulate, or
  - (b) Working for an employer that is a UK-registered company which assigns the Insured to Work in the European Union on the same terms and conditions that applied in the UK before the assignment, or
  - (c) Working in the UK when he applied for Unemployment Protection and is now Working outside the UK, provided that claim validation for Unemployment is by an appropriate employment office situated in the UK; or
- (xiii) The Insured Works on a contract (which is either written or oral but which is not a fixed-term contract) where the Insured is employed on a specific project or is employed to perform a specific task, and that project or task comes to an end or expires.
- (xiv) The Insured Works on a (written or oral) contract that ends or expires (which is not a fixed-term contract) where the Insured is employed on a specific project or is employed to perform a specific task.
- (xv) Unemployment results from civil unrest, war, radiation and radioactive contamination, or any related event.

### SECTION 4 – Claims

- (a) In the event of a claim, the Insured must contact Scottish Equitable, Claims Department, Ballam Road, Lytham, St Annes, Lancashire F48 4JZ. A claim form will be sent to the Insured for completion and return to FICL.  
FICL will not be required to accept or act upon any claim until a completed claim form and any documents and information which it may require have been received at its office at Vantage West, Great West Road, Brentford, Middlesex TW8 9AG.
- (b) The completed claim form must be produced to FICL within 120 days of the date of Unemployment or as soon as possible thereafter.
- (c) FICL will be entitled to request the Insured to complete a continuing claim form every month (at the expense of the Insured) for each month of the claim. This form must be returned to FICL within 120 days of the date that the last Benefit Amount was paid or as soon as possible thereafter.

- (d) Failure to comply with the 120-day time limit in (b) and (c) above could result in the claim being declined because FICL is unable to validate the claim.
- (e) FICL shall be entitled to seek and obtain evidence of Unemployment and any other information or evidence it may reasonably require and, without prejudice to the foregoing generality, the following provisions shall apply:
  - (i) If written evidence, to its reasonable satisfaction, is not produced, it shall be entitled to refuse to pay any claim;
  - (ii) All evidence or information required will be produced at the Insured's expense;
  - (iii) Any reasonable additional information required may be requested at any time during the claim.

### ***SECTION 5 – Termination and Cancellation***

- (a) All cover for Unemployment Protection will end automatically on the earlier of:
  - (i) the death of the Insured;
  - (ii) the Insured reaching age 65 or permanently retiring before then. The Insured must advise Scottish Equitable as soon as possible if he permanently retires before his 65th birthday;
  - (iii) the end of the Mortgage;
  - (iv) the date 30 days after the Premium was due and is unpaid;
  - (v) the date on which all amounts, excluding any missed payments, are paid under the Mortgage;
  - (vi) the date that cover is cancelled;
  - (vii) the date that the Insured no longer has cover under a Main Benefit;
  - (viii) the date Unemployment Waiver of Premium ceases, ends or is cancelled.
- (b) **Cancellation**
  - (i) The Insured is entitled to cancel Unemployment Protection cover within 30 days of the Benefit Start Date, immediately without charge.
  - (ii) After the first 30 days, cover may be cancelled by either the Insured or FICL giving 30 days' notice in writing. The Insured will not be entitled to a refund of Premium.
  - (iii) FICL reserves the right to cancel the cover for Unemployment Protection immediately in the event of a false or fraudulent claim.
  - (iv) Where Unemployment Protection insurance cover ends or is cancelled, the premium for Unemployment Waiver of Premium will be changed automatically.

### ***SECTION 6 – The Premium***

- (a) The Premium will be collected by Scottish Equitable and must be paid monthly by direct debit. Each Premium provides cover for one month. The Premium includes insurance premium tax, which is set by the government.
- (b) If the last Premium has not been paid when due and less than 30 days have elapsed since it was due, any claim arising within those 30 days will not be considered until the Insured has made payment of the outstanding Premium. In the event of a claim where more than 30 days have elapsed since the Premium was due, the claim will not be considered unless the Insured can demonstrate to the reasonable satisfaction of FICL that the non-payment of Premium was beyond his reasonable control. In circumstances where the Insured can so demonstrate, he will be required to make payment of the outstanding Premium before the claim is considered.
- (c) The Premium may be reviewed at the discretion of FICL. The rate of Premium may be changed by giving at least 30 days' notice in writing. However, if there is any change to the insurance premium tax percentage rate, the amount of the Insured's monthly premium may be changed automatically without notice as defined by law. Any change to the Premium will come into effect at the end of the 30 days' notice. The minimum period between consecutive changes will be 180 days unless the change is required by law.

### ***SECTION 7 – Changing the Benefit Amount***

In the event that the Insured increases or decreases his Mortgage, the Insured will have the option, by application in writing to Scottish Equitable, to change the Benefit Amount and the Premium applicable to Unemployment Protection subject to the following:

- (i) The Insured will be required to produce written evidence satisfactory to Scottish Equitable of the change in the Mortgage from the Insured's lender and previous lender (if applicable), before the increase or decrease in the Benefit Amount can be effected;
- (ii) Following any increase in the Benefit Amount, the Insured will not be able to claim under the Policy for the amount of the increase in cover for a period of 120 days from, but not including, the date of the increase;
- (iii) The option to increase the Benefit Amount may be exercised on more than one occasion but the total Benefit Amount payable at any one time cannot exceed the maximum payable as set out in condition 2(g);

- (iv) Any increase will not be effective if the Insured is told that they are to become Unemployed within 60 days of the increase, or the Insured is already claiming at the time of the increase. In either of these circumstances, any increase will not apply until the next claim (where applicable);
- (v) Following any change, the Benefit Amount and Premium applicable to Unemployment Waiver of Premium will be automatically changed to correspond with the new level of Unemployment Protection cover.

## **SECTION 8 – Miscellaneous**

### **(a) Law and Jurisdiction**

- (i) The insurance cover provided by FICL under this Policy shall be deemed to have been effected in the part of the United Kingdom that the Insured is resident as is evidenced by the address given in his application for cover, and in regard to the cover and all connected matters, FICL shall be subject to the jurisdiction of the courts of law in that part of the United Kingdom in which the cover is deemed to have been effected.
- (ii) Any insurance cover provided by FICL under this Policy which does not fall within the preceding sub-paragraph (i) shall be governed by the law of Scotland, and the Insured and FICL shall submit to the non-exclusive jurisdiction of the Scottish Courts.

### **(b) Assignment and Surrender Value**

The Insured cannot transfer his rights or interest in this Policy to any other person. This Policy has no value at the Benefit End Date or in the event that it is cancelled.

### **(c) Rights of Third Parties**

The terms of the agreement between the Insured and FICL are not intended to be enforceable by any third parties pursuant to the Contracts (Rights of Third Parties) Act 1999.

### **(d) Changes to Terms**

FICL has the right to change the terms of these Policy Conditions by giving the Insured 30 days' notice in writing. If the Insured is not happy with the change, the cover may be cancelled with effect from the date of the change by giving notice in writing within 30 days of the change. The minimum period between consecutive changes will be 180 days unless the change is required by law.

### **(e) Complaints**

This Policy is underwritten by Financial Insurance Company Limited (FICL). Where the Insured is not satisfied with the way his **claim** has been dealt with, in the first instance he may write to:

The Company Secretary  
Financial Insurance Company Limited  
Vantage West  
Great West Road  
Brentford  
Middlesex  
TW8 9AG

Alternatively, the Insured can telephone Financial Insurance Company Limited on: 0870 400 4870 to have his call directed to an appropriate person.

If the Insured is not satisfied with any element of the **service** provided by Scottish Equitable, please write to:

Scottish Equitable  
Ballam Road  
Lytham, St Annes  
Lancashire  
F48 4JZ

Alternatively, the Insured can telephone Scottish Equitable on: 0845 6000 493 to have his call directed to an appropriate person.

If the Insured is still not happy with any aspect of a claim or of the service provided, the Insured may refer it to:

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR  
Telephone: 0207 964 1000

Financial Insurance Company Limited and Scottish Equitable are members of the General Insurance Standards Council (GISC). Scottish Equitable has chosen Financial Insurance Company Limited as the provider of this general insurance product.

Any complaint made by the Insured will not affect his legal rights.

### **(f) Compensation Arrangements**

The Insured can ask FICL for detailed information on its compensation arrangements. These compensation arrangements apply if FICL goes into liquidation and cannot pay its debts.



## **SECTION 9 – Definitions for Unemployment Protection**

In this Policy, unless the context sets out something different:

- (a) words implying the masculine include the feminine, and vice versa;
- (b) words in the singular include the plural, and vice versa;
- (c) where the context allows, words and expressions used in the Policy Schedule shall have the same meaning when used in these Conditions;
- (d) wherever the following words appear in these Policy Conditions, they will have the following meanings:

### **Additional Benefit**

shall mean any Additional Benefit available under a Mortgage Protection Policy issued by Scottish Equitable, namely Waiver of Premium (accident and sickness), Unemployment Waiver of Premium, Unemployment Protection or Total and Permanent Disability Benefit.

### **Benefit Amount**

shall mean the amount equal to the Monthly Repayment and any Other Insured Payments up to a total of £2,000 for one Mortgage or up to an amount equal to the Monthly Repayment, only if this is greater than £2,000.

### **Benefit Start Date**

shall be the date or dates on which cover starts for Unemployment Protection as stated in the Policy Schedule.

### **Benefit End Date**

shall be the date referred to on the Policy Schedule on which the Insured will cease to be covered for Unemployment Protection or such earlier date as set out in these Policy Conditions, including without limitation in Section 5.

### **Deferred Period**

shall be the continuous period of 30 days' Unemployment referred to on the Policy Schedule before the Benefit Amount becomes payable beginning the day the Insured is Unemployed in terms of these Policy Conditions.

### **Insured**

shall mean the Insured named on that part of the Policy Schedule relating to Unemployment Protection.

### **Monthly Repayment**

shall mean the amount payable by the Insured every month under his Mortgage as stated on his mortgage offer.

### **Mortgage**

shall mean the mortgage agreement between the Insured and his mortgage lender.

### **Other Insured Payments**

shall mean the amount of any other payments the Insured must make in connection with his Mortgage, namely the means by which the Insured is repaying his Mortgage (for example PEP, Endowment policy or ISA but excluding pensions).

### **Policy Schedule**

shall mean the Policy Schedule issued herewith.

### **Premium**

shall mean the monthly premium, including insurance premium tax, specified in the Policy Schedule as varied either pursuant to any of these Policy Conditions or otherwise agreed by FICL and the Insured.

### **Self-Employed (Self-Employment)**

means either:

- helping with, managing or carrying on a business in the UK and liable to pay tax under Schedule D Case I, II, IV and V of the Income and Corporation Taxes Act 1988;
- a partner in a partnership;
- a person who exercises direct or indirect control over a company (not necessarily the majority shareholder or holder of the majority voting rights);
- Working for a company and in any way connected with a person who has control (as referred to above) over that company (for example, one of his family).

### **Unemployment (Unemployed)**

shall mean being involuntarily out of Work and signed on with the Benefits Agency or Employment Service (or Social Security Agency in Northern Ireland) and available for and actively looking for Work, and receiving the correct class of National Insurance credits by reason of unemployment (unless the Insured has been entitled to make reduced National Insurance contributions in the past, or has reached the state retirement age). FICL will not consider the Insured as unemployed for any day he receives pay in lieu of notice.

### **UK**

means the United Kingdom.

### **Work (Working)**

shall mean permanent paid employment or Self-Employment of at least 16 hours a week in the UK. The Insured must be paying the correct class of National Insurance contributions.

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IF **YOU** REQUIRE A LARGE TEXT, BRAILLE OR  
TAPED VERSION OF THIS **POLICY** WORDING,  
PLEASE CONTACT

DISABILITY HELPLINE 0870 400 4854

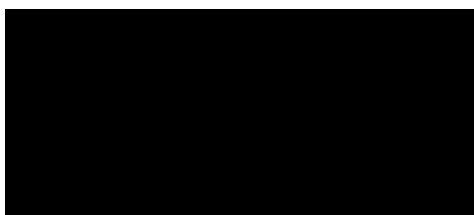
DISABILITY TEXTPHONE 0870 400 4855

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Underwritten by  
Financial Insurance Company Limited – incorporated  
in England no: 1515187 limited by shares

Registered Address: Vantage West, Great West Road,  
Brentford, Middlesex, TW8 9AG

Financial Insurance Company Limited and  
Scottish Equitable plc are both members of the  
General Insurance Standards Council (GISC).



**SCOTTISH EQUITABLE**

**UNEMPLOYMENT WAIVER OF PREMIUM**

**POLICY CONDITIONS**

## INTRODUCTION

The Policy Schedule, these Unemployment Waiver of Premium Policy Conditions, ('Policy Conditions') and any subsequent endorsements by Financial Insurance Company Limited ('FICL', together referred to as the 'Policy', set out the details of the Unemployment Waiver of Premium insurance cover of the Insured and is based on the application made by the Insured to Scottish Equitable (acting as the agent of FICL).

FICL will provide Unemployment Waiver of Premium insurance cover ('Unemployment Waiver of Premium') to the Insured providing the Insured meets the eligibility criteria in Section 1 and has agreed to pay the Premium for this insurance and complies fully with the terms of the Policy Conditions. Cover is for one month at a time and is automatically renewed every month until the Benefit End Date.

Unemployment Waiver of Premium is an Additional Benefit underwritten by FICL and is available under a Personal Protection, Mortgage Protection or Business Protection policy issued by Scottish Equitable and these Policy Conditions form part of Scottish Equitable's Personal Protection Policy Conditions, IP2, Mortgage Protection Policy Conditions, MP2, and Business Protection Policy Conditions, BP2.

Underwritten by FICL on the Date of Execution shown on the Policy Schedule.

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## **SECTION 1 – Eligibility**

- (a) The Insured will be eligible for Unemployment Waiver of Premium if, on the Benefit Start Date, Scottish Equitable has accepted the Insured's application and the Insured is:
  - (i) aged 18 or over but under 65;
  - (ii) living in the UK;
  - (iii) Working;
  - (iv) not aware of any impending Unemployment. (However, where the Insured is aware of any impending Unemployment, the Insured may still be insured but no benefits will be paid that relate directly to that Unemployment.);
  - (v) covered for a 'Main Benefit' with Scottish Equitable, ie any of the following: Life Protection, Critical Illness Protection, Life with Critical Illness Protection, Reducing Life Protection, Reducing Critical Illness Protection, Reducing Life with Critical Illness Protection, Income Protection, Business Loan Protection, Tailored Loan Protection, Family Income Benefit, Critical Illness Family Income Benefit, Life with Critical Illness Family Income Benefit, Lifetime Protection, Gift Inter Vivos.
- (b) In the event of a claim, FICL will check that at the Benefit Start Date the Insured met the eligibility criteria in Section 1(a).

## **SECTION 2 – Benefit**

- (a) Where the Insured is in Work or (if applicable) on statutory maternity leave, and after the Benefit Start Date but prior to the Benefit End Date, becomes Unemployed for 30 continuous days (the 'Deferred Period') then the Insured will be entitled to the Benefit Amount, payable monthly in arrears by FICL direct to Scottish Equitable. Scottish Equitable will refund the Insured with any premiums paid during the Deferred Period once the claim is in payment. Unemployment Waiver of Premium will cease to be paid on the earliest of:
  - (i) the Benefit End Date; or
  - (ii) the Insured no longer being Unemployed; or
  - (iii) the Benefit Amount having been paid for 12 months; or
  - (iv) the occurrence of any of the events set out in Section 5(a).
- (b) In addition, where the Insured is Self-Employed the claim will not be considered unless:
  - (i) the Insured's business has involuntarily stopped trading or is in the process of being wound up; or

- (ii) the Insured's business is to be put into the hands of an insolvency practitioner; or
  - (iii) the Insured was a partner in a partnership which has been or is being dissolved.
- (c) No claim will be paid until the Insured has registered as Unemployed at the Benefits Agency or Employment Service (or the Social Security Agency in Northern Ireland), has registered for Job Seekers Allowance (or any successive equivalent benefit), is receiving the correct class of National Insurance Credits and is available for and actively seeking Work.
- (d) Two periods of Unemployment separated by three months or less will be treated as one continuous claim, but no Benefit Amount will be payable for any time employed between these periods. Where the Benefit Amount has been paid for 12 months for any claim, the Insured must return to Work for at least six continuous months before another claim will be considered.
- (f) Where the Insured is Unemployed and a claim is in payment, FICL will continue paying the Benefit Amount following any period of temporary Work as if it were one continuous claim subject to the following:
  - (i) The Insured must provide details to FICL of the temporary Work to be undertaken before starting;
  - (ii) The period of temporary Work must be no more than six months;
  - (iii) Payment of the Benefit Amount will not continue during the period of temporary Work;
  - (iv) The maximum payable for the claim will be 12 times the Benefit Amount.

## **(h) Treatment of Benefits**

The Benefits Agency or Employment Service (or the Social Security Agency in Northern Ireland) may consider Benefit Amounts paid under this Policy as income and therefore take this into consideration when they are calculating the Insured's social or welfare benefits.

## **SECTION 3 – Exclusions**

A claim for Unemployment Waiver of Premium will not be paid if any of the following circumstances apply:

- (i) At the Benefit Start Date, the Insured knew he was going to be made Unemployed or had reason to believe that it was likely to happen; or
- (ii) The Insured was not in Work for at least six months before being made Unemployed (a period of two weeks or less not in Work will not count as a break in the six-month period); or

- (iii) The Insured's Work ends or the Insured is notified, verbally or in writing, of his Work ending within 60 days of the Benefit Start Date (or where the Insured is covered for Unemployment Protection underwritten with FICL and this cover is arranged after the Mortgage, within 120 days of the Benefit Start Date); or
- (iv) The Insured's Work is seasonal or Unemployment is a regular feature of his Work; or
- (v) The Insured is Self-Employed and his business temporarily stops trading; or
- (vi) The Insured's Work ends as a result of the expiry of an apprenticeship or training contract; or
- (vii) The Insured resigns or becomes voluntarily Unemployed (which includes ending Work voluntarily during a period of notice given by the employer) or voluntarily redundant; or
- (viii) The Insured becomes permanently retired; or
- (ix) Unemployment results from the Insured's misconduct or as a result of the Insured being fairly dismissed – for example, because of negligence, fraud, dishonesty or anything that led to or might have led to a disciplinary procedure being taken by the Insured's employer or to the Insured's dismissal; or
- (x) The Insured becomes Unemployed as a result of involvement in a strike or lock-out; or
- (xi) The Insured Works on a fixed-term contract that ends or expires. This exclusion will **not** apply and the Insured will be eligible for Unemployment Waiver of Premium until the date of expected completion of his original fixed-term contract or any renewal thereof if:
  - (a) the Insured has an annual contract with the same employer which has been renewed on an annual basis at least once, or
  - (b) the Insured has been in continuous Work with the same employer for at least 24 months; or
- (xii) Unemployment occurs whilst the Insured is Working outside the United Kingdom, unless the Insured is:
  - (a) Working for the British Armed Forces or Working as a civil servant in a British embassy or consulate, or
  - (b) Working for an employer that is a UK-registered company which assigns the Insured to Work in the European Union on the same terms and conditions that applied in the UK before the assignment, or
  - (c) Working in the UK when he applied for Unemployment Waiver of Premium and is now Working outside the UK, provided that claim validation for Unemployment is by an appropriate employment office situated in the UK; or

- (xiii) The Insured Works on a contract (which is either written or oral but which is not a fixed-term contract) where the Insured is employed on a specific project or is employed to perform a specific task, and that project or task comes to an end or expires.
- (xiv) The Insured Works on a contract (written or oral) that ends or expires (which is not a fixed term contract) where the Insured is employed on a specific project or is employed to perform a specific task.
- (xv) Unemployment results from civil unrest, war, radiation and radioactive contamination, or any related event.

#### **SECTION 4 – Claims**

- (a) In the event of a claim, the Insured must contact Scottish Equitable, Claims Department, Ballam Road, Lytham, St Annes, Lancashire F48 4JZ. A claim form will be sent to the Insured for completion and return to FICL.  
FICL will not be required to accept or act upon any claim until a completed claim form and any documents and information which it may require have been received at its office at Vantage West, Great West Road, Brentford, Middlesex TW8 9AG.
- (b) The completed claim form must be produced to FICL within 120 days of the date of Unemployment or as soon as possible thereafter.
- (c) FICL will be entitled to request the Insured to complete a continuing claim form every month (at the expense of the Insured) for each month of the claim. This form must be returned to FICL within 120 days of the date that the last Benefit Amount was paid or as soon as possible thereafter.
- (d) Failure to comply with the 120-day time limit in (b) and (c) above could result in the claim being declined because FICL is unable to validate the claim.
- (e) FICL shall be entitled to seek and obtain evidence of Unemployment and any other information or evidence it may reasonably require and, without prejudice to the foregoing generality, the following provisions shall apply:
  - (i) If written evidence, to its reasonable satisfaction, is not produced, it shall be entitled to refuse to pay any claim;
  - (ii) All information or evidence required will be produced at the Insured's expense.
  - (iii) Any reasonable additional information required may be requested at any time during the claim.

## **SECTION 5 – Termination and Cancellation**

- (a) All cover for Unemployment Waiver of Premium will end automatically on the earlier of:
  - (i) the death of the Insured;
  - (ii) the Insured reaching age 65 or permanently retiring before then. The Insured must advise Scottish Equitable as soon as possible if he permanently retires before his 65th birthday;
  - (iii) the date 30 days after the Premium was due and is unpaid;
  - (iv) the date that cover is cancelled;
  - (v) the date that the Insured no longer has cover under a Main Benefit.
- (b) **Cancellation**
  - (i) The Insured is entitled to cancel Unemployment Waiver of Premium cover within 30 days of the Benefit Start Date, immediately without charge.
  - (ii) After the first 30 days, cover may be cancelled by either the Insured or FICL giving 30 days' notice in writing. The Insured will not be entitled to a refund of Premium.
  - (iii) FICL reserves the right to cancel the cover for Unemployment Waiver of Premium immediately in the event of a false or fraudulent claim.
  - (iv) Where Unemployment Waiver of Premium is cancelled, if applicable, any cover that the Insured may have for Unemployment Protection underwritten by FICL will be automatically cancelled and the Premium will be changed automatically to reflect the reduction in cover.

## **SECTION 6 – The Premium**

- (a) The Premium will be collected by Scottish Equitable and must be paid monthly by direct debit. Each Premium provides cover for one month. The Premium includes insurance premium tax, which is set by the government.
- (b) If the last Premium has not been paid when due and less than 30 days have elapsed since it was due, any claim arising within those 30 days will not be considered until the Insured has made payment of the outstanding Premium. In the event of a claim where more than 30 days have elapsed since the Premium was due, the claim will not be considered unless the Insured can demonstrate to the reasonable satisfaction of FICL that the non-payment of Premium was beyond his reasonable control. In circumstances where the Insured can so demonstrate, he will be required to make payment of the outstanding Premium before the claim is considered.

- (c) The Premium may be reviewed at the discretion of FICL. The rate of Premium may be changed by giving at least 30 days' notice in writing. However, if there is any change to the insurance premium tax percentage rate, the amount of the Insured's monthly premium may be changed automatically without notice as defined by law. Any change to the Premium will come into effect at the end of the 30 days' notice. The minimum period between consecutive changes will be 180 days unless the change is required by law.

## **SECTION 7 Change of Benefit Amount**

In the event that the Insured increases or decreases his cover under any Main Benefit, or (where relevant) under Unemployment Protection or any other Additional Benefit provided by Scottish Equitable, the Benefit Amount and the Premium applicable to Unemployment Waiver of Premium will be automatically changed in line with the new level of cover.

## **SECTION 8 – Miscellaneous**

- (a) **Law and Jurisdiction**
  - (i) The insurance cover provided by FICL under this Policy shall be deemed to have been effected in the part of the United Kingdom that the Insured is resident as is evidenced by the address given in his application for cover, and in regard to the cover and all connected matters, FICL shall be subject to the jurisdiction of the courts of law in that part of the United Kingdom in which the cover is deemed to have been effected.
  - (ii) Any insurance cover provided by FICL under this Policy which does not fall within the preceding sub-paragraph (i) shall be governed by the law of Scotland, and the Insured and FICL shall submit to the non-exclusive jurisdiction of the Scottish Courts.
- (b) **Assignment and Surrender Value**

The Insured cannot transfer his rights or interest in this Policy to any other person. This Policy has no value at the Benefit End Date or in the event that it is cancelled.
- (c) **Rights of Third Parties**

The terms of the agreement between the Insured and FICL are not intended to be enforceable by any third parties pursuant to the Contracts (Rights of Third Parties) Act 1999.
- (d) **Changes to Terms**

FICL has the right to change the terms of these Policy Conditions by giving the Insured 30 days' notice in writing. If the Insured is not happy with the change, the cover may be cancelled with effect from the date of the change by giving



notice in writing within 30 days of the change. The minimum period between consecutive changes will be 180 days unless the change is required by law.

(e) **Complaints**

This Policy is underwritten by Financial Insurance Company Limited (FICL). Where the Insured is not satisfied with the way his **claim** has been dealt with, in the first instance he may write to:

The Company Secretary  
Financial Insurance Company Limited  
Vantage West  
Great West Road  
Brentford  
Middlesex  
TW8 9AG

Alternatively, the Insured can telephone Financial Insurance Company Limited on: 0870 400 4870 to have his call directed to an appropriate person.

If the Insured is not satisfied with any element of the **service** provided by Scottish Equitable, please write to:

Scottish Equitable  
Ballam Road  
Lytham, St Annes  
Lancashire  
F48 4JZ

Alternatively, the Insured can telephone Scottish Equitable on: 0845 6000 493 to have his call directed to an appropriate person.

If the Insured is still not happy with any aspect of a claim or of the service provided, the Insured may refer it to:

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR  
Telephone: 0207 964 1000

Financial Insurance Company Limited and Scottish Equitable are members of the General Insurance Standards Council (GISC). Scottish Equitable has chosen Financial Insurance Company Limited as the provider of this general insurance product.

Any complaint made by the Insured will not affect his legal rights.

(f) **Compensation Arrangements**

The Insured can ask FICL for detailed information on its compensation arrangements. These compensation arrangements apply if FICL goes into liquidation and cannot pay its debts.

## **SECTION 9 – Definitions for Unemployment Waiver of Premium**

In this Policy, unless the context sets out something different:

- (a) words implying the masculine include the feminine, and vice versa;
- (b) words in the singular include the plural, and vice versa;
- (c) where the context allows, words and expressions used in the Policy Schedule shall have the same meaning when used in these Conditions;
- (d) wherever the following words appear in these Policy Conditions they will have the following meanings:

### **Additional Benefit**

shall mean any of the Additional Benefits available under either a Personal Protection Policy, Mortgage Protection Policy or a Business Protection Policy issued by Scottish Equitable, namely Waiver of Premium (accident and sickness), Unemployment Waiver of Premium, Unemployment Protection, Total and Permanent Disability Benefit, Renewal Option, Indexation Option, Life Buyback or Legislation Option.

### **Benefit Amount**

shall mean all monthly premiums due for payment in respect of this Policy and for any Main Benefit, Additional Benefit and (if applicable) Unemployment Protection insurance cover as specified on the Policy Schedule as applicable to the Insured.

### **Benefit Start Date**

shall be the date or dates on which cover starts for Unemployment Waiver of Premium as stated in the Policy Schedule.

### **Benefit End Date**

shall be the date referred to on the Policy Schedule on which the Insured will cease to be covered for Unemployment Waiver of Premium or such earlier date as set out in these Policy Conditions, including without limitation in Section 5.

### **Deferred Period**

shall be the continuous period of 30 days' Unemployment referred to on the Policy Schedule before the Benefit Amount becomes payable beginning the day the Insured is Unemployed in terms of these Policy Conditions.

### **Insured**

shall mean the Insured named on that part of the Policy Schedule relating to Unemployment Waiver of Premium.

**Mortgage**

shall mean the mortgage agreement between the Insured and his mortgage lender.

**Policy Schedule**

shall mean the Policy Schedule issued herewith

**Premium**

shall mean the monthly premium, including insurance premium tax, specified in the Policy Schedule as varied either pursuant to any of these Policy Conditions or otherwise agreed by FICL and the Insured.

**Self-Employed (Self-Employment) means either:**

- helping with, managing or carrying on a business in the UK and liable to pay tax under Schedule D Case I, II, IV and V of the Income and Corporation Taxes Act 1988;
- a partner in a partnership;
- a person who exercises direct or indirect control over a company (not necessarily the majority shareholder or holder of the majority voting rights);
- Working for a company and in any way connected with a person who has control (as referred to above) over that company (for example, one of his family).

**Unemployment (Unemployed)**

shall mean being involuntarily out of Work and signed on with the Benefits Agency or Employment Service (or the Social Security Agency in Northern Ireland) and available for and actively looking for Work, and receiving the correct class of National Insurance credits by reason of unemployment (unless the Insured has been entitled to make reduced National Insurance contributions in the past or has reached the state retirement age). FICL will not consider the Insured as unemployed for any day he receives pay in lieu of notice.

**UK**

means the United Kingdom.

**Work (Working)**

shall mean permanent paid employment or Self-Employment of at least 16 hours a week in the UK. The Insured must be paying the correct class of National Insurance contributions.

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IF **YOU** REQUIRE A LARGE TEXT, BRAILLE OR TAPED VERSION OF THIS **POLICY** WORDING, PLEASE CONTACT

DISABILITY HELPLINE	0870 400 4854
DISABILITY TEXTPHONE	0870 400 4855

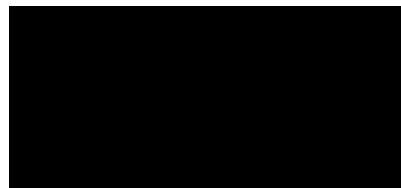
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Underwritten by

Financial Insurance Company Limited – incorporated in England no: 1515187 limited by shares

Registered Address: Vantage West, Great West Road, Brentford, Middlesex, TW8 9AG

Financial Insurance Company Limited and Scottish Equitable plc are both members of the General Insurance Standards Council (GISC).





# Scottish Equitable Protect

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