



Mortgage Payment Protection Policy

Leeds
Building Society

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Introduction

This **policy** provides **you** with everything **you** need to know about **your** Mortgage Payment Protection Insurance. It contains the full details of **your policy** including the exclusions.

It is important that **you** read it carefully along with **your** schedule of insurance (which confirms the details of your cover) and keep them in a safe place.

This **policy** uses words and phrases that have specific meanings, **you** will find these explained in the 'Definitions' section. Defined words are shown in '**bold**' wherever they appear.

Make sure that **you**:

- are eligible for the insurance cover
- know what this insurance does and does not cover
- understand how changes to **your work** affect **your** eligibility and the terms and conditions of making a claim

If **you** have any questions about **your** eligibility for this insurance or changes to **your** circumstances **you** should call Leeds Building Society on 0113 225 7615 between 9am and 5pm, Monday to Friday.

To register a claim (or check progress on a claim) call **us** on 08000 515 177 between 9am and 5pm, Monday to Friday. If **you** are registering a claim **you** should read the 'Making a Claim' section before calling to make sure **you** have the relevant information available.

Telephone calls may be recorded and monitored.

Changing Your Mind – Your Cancellation Rights

This insurance is optional and **you** have a right to cancel **your policy** during a period of 30 days from the day of purchase of the **policy** or the day on which **you** receive **your policy**, whichever is the later. This is called the 'statutory cooling off period'.

If **you** wish to cancel during this period, **you** will be entitled to a full refund of the premium paid. If **you** have made a claim and then cancel within this period, **we** may seek to recover any monies paid to **you** in settlement of the claim.

To exercise **your** right to cancel in the statutory cooling off period, please contact Leeds Building Society at 105 Albion Street, Leeds, LS1 5AS, telephone 0113 225 7615.

If **you** do not exercise **your** right to cancel **your policy** in the statutory cooling off period, it will continue in force and **you** will be required to pay the premium.

For **your** cancellation rights after the statutory cooling off period, please see the 'When Does Your Policy End' Section of this **policy**.

Moving Home or Your Agreement

This **policy** has been designed to be transferable if **you** obtain another **mortgage agreement** with Leeds Building Society or another lender, whether **you** move home or not. If **you** need to make a change to **your** cover, please telephone Leeds Building Society on 0113 225 7615 between 9.00am and 5.00pm Monday to Friday.

If **your agreement** is repaid and not replaced, the cover provided by this **policy** will end and **you** should call Leeds Building Society on 0113 225 7615 to cancel the cover. Please also refer to the 'When Does Your Policy End' section of this **policy**.

Customers With Disabilities

This **policy** is also available in large print, audio and Braille. If **you** require any of these formats please contact Leeds Building Society on 0113 225 7615 between 9am and 5pm, Monday to Friday.

Definitions

Wherever the following words or phrases appear in this **policy**, they will be shown in **bold** and have the following meanings:

Accident or Sickness

Any accident, sickness or disease which occurs after the **start date** which results in **you** being totally unable to carry out the duties of **your normal work** and not doing any other **work**, as confirmed by a **doctor** or **specialist**. **Normal work** means **your work** immediately before **your accident or sickness**, or any other **work** which **we** think **you** are, or may reasonably become qualified for, in view of **your** training, education and ability.

Carer

You look after a member of **your immediate family** on a full-time basis and have completed a **Carer's Allowance** Claim pack and are either in receipt of or awaiting **Carer's Allowance** from the Department for Work and Pensions.

Carer's Allowance

A taxable benefit paid by the Department for Work and Pensions to informal **carers**.

Doctor

A medical practitioner, (other than **you** or a member of **your** family) who holds a full qualification entitling him or her to full registration with the General Medical Council.

Hospital

A lawfully operated establishment which has accommodation for residential patients (other than a convalescent, nursing or rest home or similar section of a **hospital**) with facilities for diagnosis and major surgery and which provides a 24 hour nursing service by registered nurses.

Hospitalisation/Hospitalised

A period for which **you** are confined to a **hospital** on a **doctor's** recommendation, due to illness or injury, after the **start date**. **You** can only claim **hospitalisation** benefit if **you** are not receiving benefit for an **accident or sickness, unemployment** or **carer** claim.

Immediate Family

Your spouse, civil partner, live in partner, children and parents.

Medical Complication

A symptom of pregnancy which has developed into an identified condition diagnosed by a recognised obstetric **specialist**. It does not include delivery by caesarean section or other surgically assisted means or any normal symptom of a temporary or minor nature, which presents no significant medical hazard to mother or baby.

Monthly Benefit

The amount chosen by **you** and shown on **your** current schedule of insurance, which must amount at least to **your monthly repayment**.

If **your monthly repayment** is less than £1,500 **you** can increase the amount **you** insure by up to a further £300, provided that the total does not exceed £1,500.

- If **your monthly repayment** is £1,500 or more, the maximum **monthly benefit** is **your monthly repayment**.

Monthly Repayment

Your minimum monthly mortgage payment due to Leeds Building Society or any other lender, which may include monthly premiums for other mortgage-related insurances.

Mortgage Agreement

Your mortgage agreement with Leeds Building Society or any other lender on residential property, which has priority over any other charge on the property.

Policy

This document sets out the benefits, terms, conditions and exclusions of **your** Mortgage Payment Protection Insurance. It should be read in conjunction with **your** schedule of insurance

Pre-existing Medical Condition

Any 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 **start date**, or
- which **you** had seen or arranged to see a **doctor** about, during the 12 months immediately before the **start date**.

Self-employed

You are **self-employed** if:

- **you** are carrying on a business in the **UK** either alone or as a partner in a partnership; or
- **you** can control the affairs of a company **you** work for because either **you** or a relative or a member of **your** household individually or jointly hold the majority of the voting rights in that company; or
- **you** can otherwise ensure that the company **you** work for conducts its affairs according to **your** wishes.

Specialist

A **doctor** who is or has been a consultant at an NHS hospital.

Start Date

The date shown on **your** schedule of insurance which is either of the following:

- If **your**s is a new **mortgage agreement** with Leeds Building Society, insurance starts on the completion date.
- If **your**s is a new **mortgage agreement** with any other lender, **your** insurance starts on the date **we** accept **your** application.
- If **you** apply for insurance at any other time, including a further mortgage advance, **your** insurance starts on the date **we** accept **your** application.

Temporary Work

Work that is casual, occasional or for a specific task. Also **work** that is seasonal or irregular, or for a period of training or apprenticeship.

UK

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

Unemployment/Unemployed

Having no paid **work** or **temporary work** and having a Jobseeker's Agreement with the Department for Work and Pensions in the **UK**. If **you** are ineligible for a Jobseeker's Agreement **you** must be able to provide alternative proof acceptable to **us** that **you** are actively seeking **work**.

Waiting Period

The first 30 days of an **accident or sickness, unemployment** or **carer** claim or the first 5 days of any **hospitalisation** claim. **Monthly benefit or hospitalisation** benefit will not be paid during this period.

We/Us/Our

Aviva Insurance Limited. Registered in Scotland, No. 2116.

Registered Office: Pitheavlis, Perth PH2 0NH. Authorised and regulated by the Financial Services Authority

Work

Any 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/Yours

The person who is eligible, has applied and been accepted by us for insurance and who has paid or agreed to pay the premiums.

Eligibility, Important Notes and Material Facts

Eligibility

You are eligible for this insurance if at the start date you:

- are aged 18 years or over but under 64,
- **work** at least 16 hours per week and have done so for at least the last 6 months,
- live in the **UK**,
- are paying or about to pay a **mortgage agreement**, and
- are up to date with **your monthly repayments**, if **you** have an existing **mortgage agreement**.

For the purposes of this insurance **work** means any paid **work** of at least 16 hours per week. This includes **self-employed work** and statutory maternity and parental leave but it does not include **temporary work**.

If **you** are **self-employed** or **you work** on fixed term contracts **you** are eligible for this insurance but **you** should read the **policy** carefully to make sure it is suitable for **your** needs – **you** should pay particular attention to the 'Employment Circumstances', 'Unemployment Cover' and 'Things To Keep In Mind When Claiming' sections.

Joint Borrowers

If **you** have a joint **mortgage agreement** both of **you** may apply for cover if **you** are both eligible and pay the monthly premium. **You** can each choose to insure up to 100% of the **monthly benefit**.

The **monthly benefit you** have each chosen will be shown on **your** schedule of insurance.

Important Notes:

1. This **policy** does not cover a medical condition or related symptoms **you** knew about at the **start date** whether the condition had been diagnosed or not. This is known as a **pre-existing medical condition**. If you have seen a **doctor** in the last 12 months **your** ability to claim may be affected. This is explained in the 'Accident or Sickness Cover' section.
2. If **you** are off **work** due to **accident or sickness** at the **start date**:
 - **You** may still be eligible for the insurance. However, **you** should be aware that **you** will not be able to claim for **accident or sickness** cover during the first 12 months following the **start date** if the condition returns.
 - If **you** do not return to **work** within the first 30 days following the **start date**, **your accident or sickness** cover will not start until **you** have returned to **work** for 30 consecutive days. In this case, any **pre-existing medical condition** will not be covered if it returns within 12 months of the date **your accident or sickness** cover starts.
3. This **policy** will not pay for any **unemployment you** were aware of at the **start date**. **You** will not be covered for any **unemployment** which **we** reasonably believe **you** knew was likely to happen, whether **you** had official notice or not, when **you** took out this insurance.
4. This **policy** will not pay for any **unemployment** that **you** were advised of or which happens during the first 60 days (or 120 days if cover was arranged after **your mortgage agreement** started) of the **start date**, whether **you** were aware of it or not at the **start date**.
5. This **policy** will not pay a **carer** claim if at the **start date we** reasonably believe **you** were aware of the need or the likely need at any time in the future for a member of **your immediate family** to require a **carer** or **you** are notified of receipt of or apply for **Carer's Allowance** within the first 60 days (or 120 days if cover was arranged after **your mortgage agreement** started) of the **start date**.

If **you** have any questions **you** should call Leeds Building Society on 0113 225 7615.

Material Facts

All material facts must be disclosed. A material fact is one that is likely to influence **us** in the acceptance and assessment of an application e.g. living outside the **UK** or in **work** for less than 16 hours per week. It is **your** responsibility to provide complete and accurate information to Leeds Building Society when **you** take out **your** insurance **policy** and throughout the life of **your** **policy**.

Please note that if **you** fail to disclose any material information to **us**, this could invalidate **your** insurance cover and could mean that part or all of a claim may not be paid. **We** recommend **you** keep a record (including copies of letters) of all information provided to Leeds Building Society and **us** for **your** future reference.

Changes During The Lifetime Of Your Policy That May Affect Your Insurance Cover

It is **your** responsibility to ensure that this **policy** continues to meet **your** requirements should the circumstances of **your work** change during the lifetime of **your policy**, as this could affect **your** entitlement to benefits.

Your eligibility for cover under this **policy** may change if **your** personal circumstances change. If this happens or is likely to happen **you** should discuss with Leeds Building Society. This would include for example:

- **You** retire from **work** and do not intend to actively seek further **work**
- Changing **your** employment e.g. **your work** becomes **temporary**
- **You** voluntarily reduce **your** hours of **work** to less than 16 hours per week
- **You** reach 65 years of age
- **You** leave the **UK** to live abroad
- **You** change **your mortgage agreement** to another lender
- **You** wish to change **your monthly benefit** amounts, for instance following an increase or decrease in **your monthly repayment**

If **you** decide the **policy** is no longer suitable and **you** wish to cancel it please see the 'When Does Your Policy End' section for more details.

Employment Circumstances

Your employment circumstances will affect **your** eligibility for cover and entitlement to make a claim. If **your** employment changes or is likely to change or **you** have any questions **you** should contact Leeds Building Society on 0113 225 7615.

Fixed Term Contracts

If **you work** on a fixed term contract and **your** contract is not renewed, **you** will only be entitled to claim for **unemployment** cover, provided **you** have chosen it, if **you** meet one of the following criteria:

- **you** have worked continuously for the same employer for at least 24 months; or
- **your** contract is for at least 12 months and has been renewed at least once with the same employer; or
- **you** were originally employed on a permanent basis but were transferred to a fixed-term contract by the same employer without a break in employment

Self-Employed

If **you** have chosen **unemployment** cover **we** will consider **you** to be **self-employed** if **you** meet 1 of the following criteria:

- **you** are carrying on a business in the **UK** either alone or as a partner in a partnership; or
- **you** can control the affairs of a company **you** work for because either **you** or a relative or a member of **your** household individually or jointly hold the majority of the voting rights in that company; or
- **you** can otherwise ensure that the company **you** work for conducts its affairs according to **your** wishes.

If **you** are **self-employed you** will need to provide the following to be entitled to claim for **unemployment** benefit:

- satisfactory proof that **you** have involuntarily ceased trading because **you** could not find enough **work** to meet all **your** reasonable business and living expenses and have declared this to HM Revenue & Customs; and
- are registered as **unemployed** with the Department for Work and Pensions.

Retiring Before The Age of 65

If **you** retire before the age of 65 and do not intend to actively seek further **work**, **you** will no longer be eligible for cover.

Your Benefits At A Glance

This is only a summary of the cover available; full details of **your** cover will be shown in **your** schedule of insurance.

Cover	Waiting Period	Maximum Claim Duration	Maximum Claim Amount
Accident or Sickness	30 days	12 monthly benefit payments	£1,500 or your monthly repayment , whichever is the higher, per month
Unemployment (1) (including Carer (2))	30 days	12 monthly benefit payments	£ 1,500 or your monthly repayment , whichever is the higher, per month
Hospitalisation	5 days	25 days	£500

Note:

If **you** have chosen **unemployment** (which includes **carer**) cover **you** cannot make a claim:

- (1) Under the 'Unemployment Cover' section during the first 60 days (or 120 days if cover was arranged after **your mortgage agreement** started) following the **start date**.
- (2) Under the 'Carer Cover' section during the first 60 days (or 120 days if cover was arranged after **your mortgage agreement** started) following the **start date**, unless the condition giving rise to the claim was unforeseen.

Important – The Type Of Cover The Policy Provides

Please refer to **your** schedule of insurance for the cover options that **you** have selected. If **you** are unclear as to the cover **you** have selected please call Leeds Building Society on 0113 225 7615 between 9am and 5pm, Monday to Friday.

If **you** take out **unemployment** cover only or **accident or sickness** cover only, **you** must be aware of the following points:

- If **you** only take out **unemployment** cover and **you** suffer an **accident or sickness** during a period of **unemployment your monthly benefit** payments will be suspended until **you** re-register as **unemployed** with the Department for Work and Pensions and are able to actively continue seeking **work**.
- If **you** only take out **accident or sickness** cover and become **unemployed** during a period of **accident or sickness, you** will only continue to receive **monthly benefit** payments whilst **you** remain certified unfit to **work** due to **accident or sickness**.

Accident or Sickness Cover

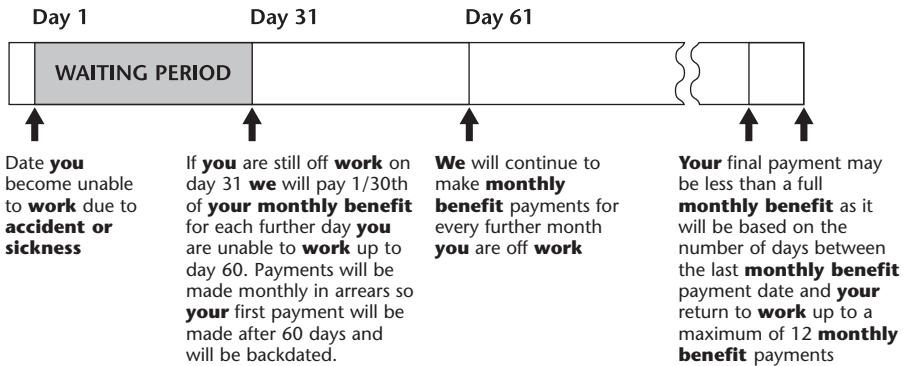
This cover only applies if **your** current schedule of insurance shows that **you** have chosen 'Accident or Sickness Cover'.

What Is Covered

If an **accident or sickness** prevents **you** working for more than your waiting period shown in **Your certificate of cover**, **we** will pay:

- 1/30th of **your monthly benefit** for each further day **you** are unable to **work** from the 31st day up to the 60th day, then
- the full **monthly benefit**, at monthly intervals, for each following month **you** are unable to **work**, then
- at the end of **your accident or sickness**, **we** will pay 1/30th of the **monthly benefit** for each day of **your accident or sickness** from the day after **you** were last paid benefit to the last day of **your accident or sickness** up to a maximum of 12 full **monthly benefit** payments in total.

Example of how a claim is calculated



- If **you** are continuously unable to **work** due to more than one different **accident or sickness** in a row, **we** will treat these as one continuous claim. No further **waiting period** will apply. However **we** will require **you** to complete a new claim form for each different **accident or sickness**.
- If **you** return to **work** after claiming for **accident or sickness** and then are unable to **work** within 3 months because of the same **accident or sickness** **you** do not have to wait before benefits can be paid. **We** will combine these 2 periods into 1 claim when calculating **your** benefit period subject to a maximum of 12 **monthly benefit** payments per claim.
- Once **we** have paid the maximum number of 12 **monthly benefit** payments, **you** need to return to **work**, free of all symptoms and not receiving medical treatment

for **your** original condition, for at least 6 consecutive months before **you** can make another **accident or sickness** claim for the same condition. However, if **your** new claim is for an unrelated condition, **you** will only need to be back at **work** for 30 days to be eligible to claim again

What Is Not Covered (in addition to General Exclusions)

We will not pay any **accident or sickness** claims due to or arising from:

- Any **pre-existing medical condition** which persists or returns during the first 12 months of **accident or sickness** cover. This exclusion will not apply once **you** have been continuously insured under the **accident or sickness** cover for 12 months, so long as **you** are attending **work** at the start of **your** claim.

This means **we** will not pay for any 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 **start date**, or
- which **you** had seen or arranged to see a **doctor** about, during the 12 months immediately before the **start date**.
- Cosmetic surgery or other treatment which is not medically necessary.
- Any psychiatric illness or mental or nervous disorder, including stress and anxiety conditions, unless **you** are certified by and are under the care of a consultant psychiatric **specialist**.
- **Your** detention in prison under the direction of a court of law. This will not apply if **you** are later acquitted.
- **Your** own wilful actions, drug or alcohol abuse. (This does not include any drugs prescribed by **your doctor**, except if they are to treat drug addiction.)

Note:

If **you** have retired, are not actively seeking **work** and are not registered as **unemployed you** will not be able to claim for **accident or sickness**.

Unemployment Cover

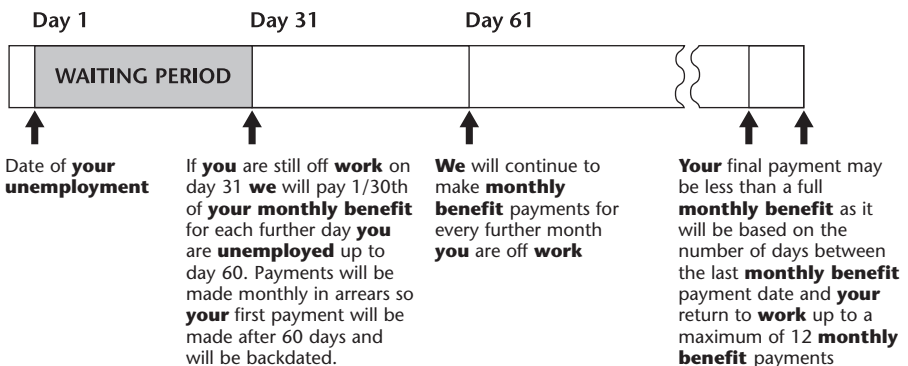
This cover only applies if **your** current schedule of insurance shows that **you** have chosen 'Unemployment Cover'.

What Is Covered

If **you** are **unemployed** for more than 30 days in a row, **we** will pay:

- 1/30th of **your monthly benefit** for each further day **you** are **unemployed** from the 31st day up to the 60th day, then
- the full **monthly benefit**, at monthly intervals, for each following month of **your unemployment**, then
- at the end of **your unemployment**, **we** will pay 1/30th of the **monthly benefit** for each day of **your unemployment** from the day after **you** were last paid benefit to the last day of **your unemployment**, up to a maximum of 12 full **monthly benefit** payments in total.

Example of how a claim is calculated



Important Note

Where proof of **your** Jobseeker's Allowance registration is for 28 days or more but is less than one calendar month, **we** will pay benefit for the actual number of days shown on **your** proof of Jobseeker's Allowance, as opposed to one full **monthly benefit**.

- If, after claiming for **unemployment**, **you** are made **unemployed** again within 3 months of returning to **work**, **you** will not have to wait before benefits can be paid. **We** will combine these 2 periods of **unemployment** into 1 claim when calculating **your** benefit period subject to a maximum of 12 **monthly benefit** payments per claim.
- Once **we** have paid the maximum number of 12 **monthly benefit** payments, **you** need to return to **work** for at least 6 consecutive months before **you** can make another **unemployment** or **carer** claim.

Temporary Work

If **you** do any **temporary work**:

- during a claim, **your monthly benefit** will be suspended during the period of **temporary work** and will be resumed when the **temporary work** finishes.

during the **waiting period**, the **waiting period** will be suspended until the end of the **temporary work**.

Self-Employed

If **you** are **self-employed** and **you** have involuntarily ceased trading because **you** could not find enough **work** to meet all your reasonable business and living expenses and have declared this to HM Revenue & Customs, **you** will be entitled to claim for **unemployment** benefit.

If, for the purpose of this insurance **you** are not **self-employed**, all other terms, conditions and exclusions of this **policy** will apply.

In either case **you** will need to have a Jobseeker's Agreement for the whole time **you** are claiming. If **you** are ineligible for a Jobseeker's Agreement, **you** must be able to provide ongoing alternative evidence that is acceptable to **us** that **you** are **unemployed** and actively seeking **work**. This could include copies of job applications, responses and registration with job agencies.

Payment in Lieu Of Notice

If **you** have been paid or are entitled to be paid in lieu of notice any claim for **unemployment**, including the **waiting period**, will not start until the end of **your** notice period.

What Is Not Covered (in addition to General Exclusions)

We will not pay for any **unemployment**:

- **We** reasonably believe **you** knew was likely to happen, whether **you** had official notice or not, when **you** took out the **policy**.
- **You** are notified of or which happens within the first 60 days (or 120 days if cover was arranged after **your mortgage agreement** started), of the **start date**.
- If **you** have resigned or taken voluntary redundancy.
- If **you** retire and do not intend to actively seek further **work**.
- Due to **your** misconduct.
- After **temporary work** (unless **you** have taken **temporary work** during a claim).
- Which is normal, regular or seasonal in **your work**.
- After the end of a fixed-term contract which is not renewed, unless:
 - **you** have worked continuously for the same employer for at least 24 months; or
 - **your** contract is for at least 12 months and has been renewed at least once with the same employer; or
 - **you** were originally employed on a permanent basis but were transferred to a fixed-term contract by the same employer without a break in employment.
- As a result of **you** being detained in prison under the direction of a court of law. This will not apply if **you** are later acquitted.
- Due to **your** own wilful actions, drug or alcohol abuse. (This does not include any drugs prescribed by **your doctor**, except if they are to treat drug addiction.)

Carer Cover

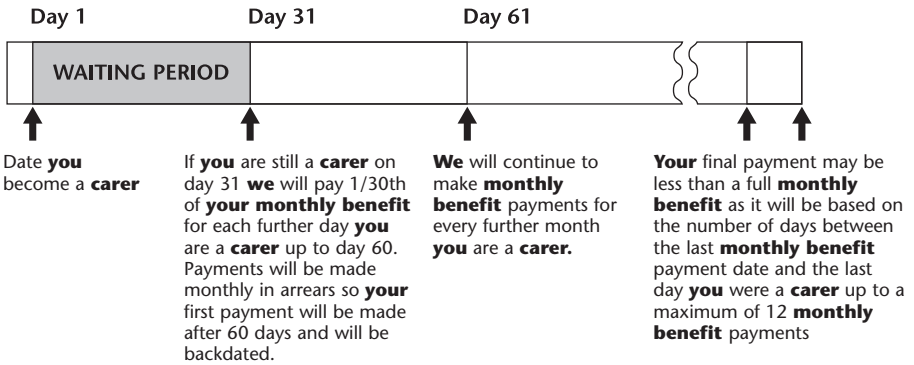
This cover only applies if **your** current schedule of insurance shows that **you** have chosen 'Unemployment Cover'.

What Is Covered

If **you** voluntarily leave **your work** to become a **carer** for more than your waiting period in a row, **we** will pay:

- 1/30th of **your monthly benefit** for each further day **you** are a **carer** from the 31st day up to the 60th day, then
- the full **monthly benefit**, at monthly intervals, for each following month **you** are a **carer**, then
- when **you** cease to be a **carer**, **we** will pay 1/30th of **your monthly benefit** for each day **you** continue to be a **carer** from the day after **you** were last paid benefit to the last day **you** were a **carer**, up to a maximum of 12 full **monthly benefit** payments in total.

Example of how a claim is calculated



- If **you** claim for a second period of being a **carer** within 3 months of returning to **work**, **you** will not have to wait before benefits can be paid. **We** will combine these 2 periods into 1 claim when calculating **your** benefit period subject to a maximum of 12 **monthly benefit** payments per claim.
- Once **you** have received the maximum number of 12 **monthly benefit** payments, **you** need to return to **work** for at least 6 consecutive months before **you** can make another **carer** or **unemployment** claim.

What is Not Covered (in addition to General Exclusions)

Any claim for **carer** cover:

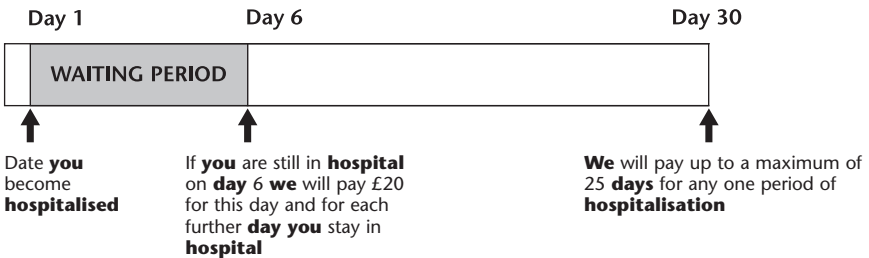
- If at the **start date we** reasonably believe **you** were aware of the need, or likely need at any time in the future, for a member of **your immediate family** to require a **carer**.
- If within the first 60 days (or 120 days if cover was arranged after **your mortgage agreement** started) of **your start date you** apply for **Carer's Allowance**, or are notified of receipt of **Carer's Allowance**, **we** will not consider a **carer** claim unless the condition of the member of **your immediate family** requiring a **carer** was due to or caused by an unforeseen event happening after the **start date**.
- Where the person **you** are caring for is not a member of **your immediate family**.

Hospitalisation Cover

What is Covered

If **you** are in **hospital** for more than 5 days in a row, **we** will pay £20 for each further day **you** stay in **hospital**. If **you** are still in **hospital** on day 6, **we** will pay £20 for this day and for each further day **you** stay in **hospital**. **We** will pay benefit for up to a maximum of 25 days for any one period of **hospitalisation**. You can only claim **hospitalisation** benefit if **you** are not receiving payment for an **accident or sickness, unemployment** or a **carer** claim.

Example of how a claim is calculated



What Is Not Covered (in addition to General Exclusions)

We will not pay any **hospitalisation** claims due to or arising from:

- Any **pre-existing medical condition** which persists or returns during the first 12 months of **your start date**. This exclusion will not apply once **you** have been insured under **your policy** for 12 months, provided that the period of **hospitalisation** claimed for begins after **your policy** has been in force for at least 12 continuous months.

This means **we** will not pay for any 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 **start date**, or
- which **you** had seen or arranged to see a **doctor** about, during the 12 months immediately before the **start date**.
- Cosmetic surgery or other treatment which is not medically necessary.
- **Your** detention in prison under the direction of a court of law. This will not apply if **you** are later acquitted.
- Any psychiatric illness or mental or nervous disorder, including stress and anxiety conditions, unless **you** are certified by and under the care of a consultant psychiatric **specialist**.

- **Hospitalisation** outside the **UK** for the purpose of seeking medical treatment.
- **Your** own wilful actions, drug or alcohol abuse. (This does not include any drugs prescribed by **your doctor**, except if they are to treat drug addiction.)

General Exclusions Applying To All Covers

We will not pay any claim due to or arising from:

- any dishonest or exaggerated behaviour by **you** or anyone acting for **you**. If this happens, **you** will have to return any benefits already paid and **you** will forfeit all future rights under this **policy**.
- war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power and/or any action taken in controlling, preventing, suppressing or in any way relating to any of these causes or events.

Making Changes

If **you** need to make a change to **your** cover, please call Leeds Building Society on 0113 225 7615 between 9am and 5pm, Monday to Friday.

Changing Your Cover

You can apply to:

- increase or decrease **your monthly benefit**; or
- change to another basis of cover.

The start date of the change will be from the date that **we** accept **your** application.

If **you** increase **your monthly benefit** or change the basis of cover, **we** will re-apply the eligibility criteria and the following exclusions to that portion of cover changed:

- **Accident or sickness** due to or arising from any **pre-existing medical condition**. This exclusion will not apply once the change in cover has been continuously insured for 12 months.
- **Unemployment** which **we** reasonably believe **you** knew was likely to happen, whether **you** had official notice or not, on the date **you** applied for the change, or which **you** are notified of or which happens within 60 days (if **you** are increasing **your monthly benefit**), or 120 days (if **you** are changing the cover under **your policy**) of the date of **your** application.
- **Carer Cover**
 - Claims where, at the date of **your** application, **we** reasonably believe **you** were aware of the need, or likely need at any time in the future, for the member of **your immediate family** to require a **carer**.
 - Claims where **you** applied for or are notified of receipt of **Carer's Allowance** within 60 days (if **you** are increasing **your monthly benefit**), or 120 days (if **you** are changing the cover under **your policy**) of the date of **your** application, unless the condition of the member of **your immediate family** requiring a **carer** was due to or caused by an unforeseen event happening after the date **you** applied for the change.

Changes For Joint Borrowers

Please also refer to 'Joint Borrowers' in the 'Eligibility, Important Notes and Material Facts' section near the front of this **policy**.

If **you** have a joint **mortgage agreement** and only 1 of **you** is insured, the other person can apply to be added to the insurance. Cover starts from the date that **we** accept the application and is subject to the terms and conditions of the **policy**.

If **you** are both insured and want to change the way in which the benefit is split between **you**, **you** may do so but the exclusions listed in the 'Changing Your Cover' section above will be re-applied to any change in **monthly benefit** or cover for either borrower

Reviewing your Monthly Benefit

You should review **your monthly benefit** on an annual basis to ensure that **your monthly repayments** and any mortgage related insurance premiums that **you** wish to include are adequately covered.

Any change in **monthly benefit** will start from the date that **we** accept **your** application and the exclusions listed in the 'Changing Your Cover' section above will be re-applied to any change in **monthly benefit**.

Your Claim

Making A Claim

It is important that **you** register **your** claim as soon as possible with **us**.

Step 1 – Please have the following information ready when you call:

- **your** mortgage account number
- **your** Mortgage Payment Protection Insurance **policy** number (found in **your** schedule of insurance)
- **your** post code

Step 2 - Call 08000 515 177 between 9am - 5pm Monday to Friday.

We will be there to give **you** advice, answer questions, help **you** through the claim and register it for **you**.

Step 3 – We will then send you a claim form and will explain when payments will be made.

Step 4 – The form should be completed as soon as possible and returned to us with the relevant information.

- For **accident or sickness** and **hospitalisation** claims **you** will need to get a **doctor** and **your** employer to fill in the relevant section of the form.
- For **unemployment** claims **you** will need to arrange for a Department for Work and Pensions official and **your** previous employer to fill in the relevant sections of the form.
- For **carer** claims **you** will need to arrange for **your** previous employer to fill in the relevant section of the form and provide evidence that **you** are either in receipt of or awaiting **Carer's Allowance**.

Our claims office address is Aviva Insurance
PO Box 3486
Norwich
NR1 3FY

Things To Keep In Mind When Claiming

- **You** must supply and pay for all reasonable information or evidence **we** ask for to support **your** initial claim and from time to time throughout **your** claim. If **we** ask for proof, **you** need to be able and willing to supply it.
- If **we** do not receive all the information **we** need (for example declarations and medical questionnaires) or if these documents are not acceptable to **us** **we** may delay or suspend **your** claim payments.
- **We** may contact **your** past employers or other insurers for information about **you**.
- For **unemployment** claims **you** need to have a Jobseeker's Agreement for the whole time **you** are claiming. If **you** are ineligible for a Jobseeker's Agreement, **you** must be able to provide ongoing alternative evidence acceptable to **us** that **you** are **unemployed** and actively seeking **work**. This could include copies of job applications, responses and registration with job agencies.
- When making an **accident or sickness** claim **you** must agree to any medical examination which **we** arrange and pay for.
- If **you** are a **carer** making a claim, **we** need satisfactory proof that **you** are required to look after a member of **your immediate family**, that **you** have completed **Carer's Allowance** Claim pack and are either in receipt of or awaiting **Carer's Allowance**.
- **We** are concerned that **you** should not pay for the dishonesty of others. **We** make random checks, so do not be alarmed if one of **our** claims advisers calls. **We** also exchange information with other insurers to prevent fraud.

State Benefits

If **you** make a claim under this **policy** and also apply for any means tested state benefit, the Department for Work and Pensions/Benefits Agency may treat some of the claim payment as income when calculating **your** benefit entitlement.

Jobstart Service

If **you** are unable to **work** due to **unemployment** and **we** have accepted **your** claim, **you** will be contacted by **our** specialist Jobstart Service. This service is free, confidential and designed to provide advice and assistance to help **you** make a speedy return to **work**.

Unemployment (only available if you have selected Unemployment cover)

Our Jobstart service provides:

- Self-help guide
- Access to a specialist web site
- Telephone advice providing access to specialist employment counsellors
- Confidential advice and ongoing support throughout **your** search:
 - seeking work, career changes, state benefits
 - managing **your** time effectively while searching for employment
 - tips on preparing **your** CV
 - help with preparing for interviews

Paying Claims

If **your mortgage agreement** is with Leeds Building Society, **we** will make claim payments to Leeds Building Society on **your** behalf. If **your mortgage agreement** is with any other lender, payments will be made to **you**. When **we** have made these payments, **we** will not make any further payments for the same claim.

Switching Between Claims

If **you** need to **you** can switch from an **unemployment** to an **accident or sickness** or a **carer** claim or a combination of all 3 (provided **you** have chosen these covers) – there is no additional **waiting period**. However, **we** will not pay more than 12 **monthly benefit** payments for any claim period. This applies to any 1 continuous period of **accident or sickness, unemployment** or a period for which you are a **carer** or a combination of all 3 (provided **you** have chosen these covers).

You cannot claim for **accident or sickness, unemployment, or a carer** claim at the same time.

When Will Claim Payments End

We will continue paying **your** claim until the first of the following happens:

- **Your unemployment** ends, **you** recover from **your accident or sickness** or **you** are no longer a **carer**, or for **hospitalisation** claims, **you** are no longer in **hospital**.
- **We** have paid 12 full **monthly benefit** payments for any 1 continuous period of **unemployment, accident or sickness** or a period for which **you** are a **carer** or a combination of all 3.
- **We** have paid a maximum of 25 days' **hospitalisation** benefit for any 1 continuous period of **hospitalisation**.
- **Your** mortgage is repaid.
- **You** reach age 65.

Paying Premiums During A Claim

When **you** are making a claim under this **policy you** should continue to pay the monthly premium to ensure that cover can continue once **your** claim has ended.

Should **you** cancel **your policy** during a claim then **we** will continue to pay **monthly benefit** or **hospitalisation** benefit provided the claim happened prior to the cancellation date, and **your** premiums were up to date. However, **you** will not be covered for any claim that happens on or after the cancellation date.

Changes We Can Make To Premium, Policy Cover and/or Terms And Conditions

1. **We** can, at any time and after taking a fair and reasonable view, make changes to your premium, **policy** cover and/or terms and conditions of insurance, to reflect changes in **our** expectation of the future likely cost of providing cover. Premiums and/or **policy** cover may go up or down but will not recoup past losses.

When doing so **we** will consider:

- **Our** experience and expectation of the cost of providing this product and/or **our** other products of a similar nature.
- Information reasonably available to **us** on the actual and expected claims experience of insurers of similar products.
- Widely available economic information such as inflation rates, interest rates and unemployment rates.
- **Our** experience and expectation of the costs of administering **your policy**.

Changes (together with the reasons for such changes) will be notified to **you** in writing at least 30 days in advance and once **we** make any changes **we** will not make any further changes under this paragraph 1 for at least six months.

2. Additionally, **we** can, at any time and after taking a fair and reasonable view, make changes to:

- **your** premium, **policy** cover and/or terms and conditions of insurance to reflect changes (affecting **us** or **your policy**) in the law or regulation or the interpretation of law or regulation, or changes in taxation.
- **your policy** cover and/or terms and conditions of insurance to reflect decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice, with which **we** intend to comply.
- **your policy** cover and/or terms and conditions of insurance in order to make **your policy** clearer and fairer to **you** or to rectify any mistakes that may be discovered in due course.

Changes (together with the reasons for such changes) will be notified to **you** in writing at least 30 days in advance and there is no minimum period between changes.

When Does Your Policy End

1. The cover provided by this **policy** and all monthly benefit payments will end immediately, if any of the following happen:
 - The date agreed by **your** lender for **your mortgage agreement** to be repaid is reached.
 - **You** reach 65 years of age.
 - **Your mortgage agreement** is repaid early or ceases and is not replaced.
 - The only obligation which **you** have under the **mortgage agreement** is to pay **your** lender a fee for holding **your** title deeds in safe custody.
 - There is any dishonest, intentionally exaggerated or fraudulent behaviour by **you** or anyone acting for **you** in relation to a claim under this **policy**. In such cases, **you** may have to return any benefits already paid, and **you** may forfeit all future rights under this **policy**, with no refund of premium.
 - **You** breach the **policy** terms and conditions.
 - **You** retire from work and do not intend to actively seek further **work**, unless you retire due to **accident or sickness** on the advice of a **doctor**.
 - **You** die.
2. **You** may cancel the **policy** immediately at any time by contacting Leeds Building Society on 0113 225 7615 between 9am and 5pm, Monday to Friday or by writing to Leeds Building Society 105 Albion Street, Leeds, LS1 5AS. If **you** do so **you** will be entitled to a refund of the premium paid subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period for which **you** received cover.
3. **We** may cancel **your policy**, by sending **you** notice in writing to **your** last known address, if:
 - **You** have not paid **your** premium when it was due - in which case **your policy** will end with effect from the beginning of the period in respect of which premium has not been paid.
 - **We** offer **you** an equivalent alternative product (which does not materially disadvantage **you**). In this event **we** will give **you** at least 30 days notice.
 - **We** give **you** at least 90 days notice where **we** do not offer **you** an equivalent alternative product.
4. If **we** cancel **your policy** under 3 above, excluding where **you** have not paid **your** premiums when they are due, **you** will be entitled to a refund of the premium paid subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro rata basis for the period for which **you** received cover.
5. If **you** or **we** cancel **your policy** under 2 or 3 above then all cover will end from the date of cancellation outlined above. However, **we** will continue to pay monthly benefit that is due to be paid for any claim that happened prior to the date on which **your policy** ends.

Promise of Service - Complaints Procedure

Our goal is to give excellent service to all **our** customers but **we** recognise that things do go wrong occasionally. **We** take all complaints **we** receive seriously and aim to resolve all **our** customers' problems promptly. To ensure that **we** provide the kind of service **you** expect **we** welcome your feedback. **We** will record and analyse **your** comments to make sure **we** continually improve the service **we** offer.

What will happen if **you** complain

- **We** will acknowledge **your** complaint within 2 working days of receipt.
- **We** aim to resolve complaints, following assessment and investigation, within 5 working days of receipt.

Most of **our** customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **we** will contact **you** with an update and give **you** an expected date of response.

What to do should you be dissatisfied

<p>If you have a complaint about the handling of your insurance please contact the Compliance Department, Leeds Building Society, 105 Albion Street, Leeds, LS1 5AS.</p>	<p>If you have a complaint about a claim you have made, please write to Claims Operations Manager Aviva Insurance PO Box 3486 Norwich NR1 3FY or telephone 08000 515 177.</p>
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If **you** remain unhappy with the decision **you** receive regarding the handling of **your** claim, **you** may write to the Chief Executive UK Insurance, Aviva, 8 Surrey Street, Norwich, NR1 3NS.

If **you** are dissatisfied with **our** final decision (from the Chief Executive Officer), **you** can refer the matter to the Financial Ombudsman Service (FOS).

Full contact details of both **our** Chief Executive and the FOS will be provided when **we** write in response to **your** complaint.

Notes

1. The FOS will only consider **your** complaint if **you** have given **us** the opportunity to resolve it and **you** are a private policyholder. If, however, **we** do not resolve **your** complaint within 40 working days, the FOS will accept a direct referral.
2. Whilst **we** are bound by the decision of the FOS, **you** are not.
3. Following the complaints procedure does not affect **your** right to take legal action.

General Information

This insurance is underwritten by Aviva Insurance Limited. Aviva Insurance Limited is authorised and regulated by the Financial Services Authority.

The Law

There is a choice of law for this insurance, but unless **we** agree otherwise, the law for that part of the **UK** where **you** live at the **start date** will apply.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet **our** obligations, depending on the type of insurance and the circumstances of **your** claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portsoken Street, London, E1 8BN.

Data Protection Act – Information Users

For the purposes of the Data Protection Act 1998, the joint Data Controllers in relation to any personal data **you** supply are Aviva Insurance Limited and Leeds Building Society.

Insurance Administration

Information **you** supply may be used for the purposes of insurance administration by **us**, **our** associated companies, agents and Leeds Building Society. It may also be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing our compliance with any regulatory rules/codes. **Your** information may also be used for research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, **we** will ensure that anyone to whom **we** pass **your** information agrees to treat **your** information with the same level of protection as if **we** were dealing with it.

If **you** give **us** information about another person, in doing so **you** confirm that they have given **you** permission to provide it to **us** and for **us** to be able to process their personal data (including any sensitive data) and also that **you** have told them who **we** are and what **we** will use their data for, as set out in this notice.

In the case of personal data, with limited exceptions, and on payment of the appropriate fee, **you** have the right to access and if necessary rectify information held about **you**.

Sensitive Data

In order to assess the terms of the insurance contract or administer claims which arise, **we** may need to collect data which the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this insurance, **you** signify **your** consent to such information being processed by **us** or **our** agents.

Fraud Prevention and Detection

In order to prevent and detect fraud **we** may at any time:

- share information about **you** with other organisations and public bodies including the police
- undertake credit searches and additional fraud searches
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this

We can on request supply further details of the databases **we** access or contribute to.

www.leedsbuildingsociety.co.uk

105 Albion Street, Leeds LS1 5AS

Tel: 0113 225 7777