Mortgage Payment Protection Insurance Policy.
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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 26 Sovereign Street, Leeds, LS1 4BJ, 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 yours is a new mortgage agreement with Leeds Building Society, insurance starts on the completion date.
- If yours 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

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

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.

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

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.
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

<table>
<thead>
<tr>
<th>Day 1</th>
<th>Day 31</th>
<th>Day 61</th>
</tr>
</thead>
<tbody>
<tr>
<td>WAITING PERIOD</td>
<td>If you are still off work on day 31 we will pay 1/30th of your monthly benefit for each further day you are unable to work up to day 60. Payments will be made monthly in arrears so your first payment will be made after 60 days and will be backdated. We will continue to make monthly benefit payments for every further month you are off work. Your final payment may be less than a full monthly benefit as it will be based on the number of days between the last monthly benefit payment date and your return to work up to a maximum of 12 monthly benefit payments.</td>
<td></td>
</tr>
</tbody>
</table>

- 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

<table>
<thead>
<tr>
<th>Day 1</th>
<th>Day 31</th>
<th>Day 61</th>
</tr>
</thead>
<tbody>
<tr>
<td>WAITING PERIOD</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- If you are still off work on day 31 we will pay 1/30th of your monthly benefit for each further day you are unemployed up to day 60. Payments will be made monthly in arrears so your first payment will be made after 60 days and will be backdated.
- We will continue to make monthly benefit payments for every further month you are off work.
- Your final payment may be less than a full monthly benefit as it will be based on the number of days between the last monthly benefit payment date and your return to work up to a maximum of 12 monthly benefit payments.

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

<table>
<thead>
<tr>
<th>Day 1</th>
<th>Day 31</th>
<th>Day 61</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>WAITING PERIOD</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date you become a carer</td>
<td>If you are still a carer on day 31 we will pay 1/30th of your monthly benefit for each further day you are a carer up to 60 days. Payments will be made monthly in arrears so your first payment will be backdated.</td>
<td>We will continue to make monthly benefit payments for every further month you are a carer.</td>
</tr>
<tr>
<td>Your final payment may be less than a full monthly benefit as it will be based on the number of days between the last monthly benefit payment date and the last day you were a carer, up to a maximum of 12 monthly benefit payments</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- 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**

<table>
<thead>
<tr>
<th>Day 1</th>
<th>Day 6</th>
<th>Day 10</th>
</tr>
</thead>
<tbody>
<tr>
<td>WAITING PERIOD</td>
<td>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</td>
<td>We will pay up to a maximum of 25 days for any one period of hospitalisation</td>
</tr>
</tbody>
</table>

**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.
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 26 Sovereign Street, Leeds LS1 4BJ. 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.
Our Promise of Service

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 promptly.
• We aim to resolve all complaints as quickly as possible.

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 within 10 working days of receipt and give you an expected date of response.

What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting:

• If your complaint is regarding a claim you can write to Claims Operations Manager, Aviva Insurance, PO Box 3486, Norwich, NR1 3FY or telephone 0800 515 177, whichever suits you and ask your contact to review the problem.
• If your complaint is regarding anything else you can write to Compliance Department, Leeds Building Society, 26 Sovereign Street, Leeds, LS1 4BJ and ask your contact to review the problem.

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:
0800 023 4567 (free from landlines) or
0300 123 9123

Or simply log on to their website at www.financial-ombudsman.org.uk.

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.
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.
Mortgage Payment Protection Insurance arranged by Leeds Building Society is administered and underwritten by Aviva Insurance Limited. Leeds Building Society is authorised and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and our registration number is 164992. Our Head Office address is **26 Sovereign Street, Leeds, LS1 4BJ**. Aviva Insurance Limited. Registered in Scotland No: 2116. Registered Office: Pitheavlis, Perth, PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.