

Santander Paymentcare  
Mortgage payment protection insurance  
Policy document



VALUE FROM IDEAS

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# Introduction

This **policy** provides **you** with everything **you** need to know about **your** Paymentcare mortgage payment protection insurance. It contains full details of **your policy**, including the exclusions.

It is important that **you** read it carefully along with **your schedule** 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 the Santander Customer Helpline on:



**020 8207 9094**

between 8.30am and 6.00pm Monday to Friday.

To register a claim (or check progress on a claim) call **us** on:



**0800 068 4489**

between 8.30am and 6.00pm Monday to Friday.

If **you** are registering a claim **you** should read the 'Your 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

It is **your** responsibility to decide whether this insurance **policy** meets **your** needs.

This insurance is optional and **you** have a statutory 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, please call the Santander Customer Helpline on:



**020 8207 9094**

between 8.30am and 6.00pm Monday to Friday.

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 refer to the 'When does your policy end' section on page 22 of this **policy**.

## Moving home or your mortgage

This **policy** has been designed to be transferable if **you** obtain another **mortgage agreement**, whether **you** move home or not.

If **you** need to make a change to **your** cover please call the helpline number on:



**020 8207 9094**

between 8.30am and 6.00pm Monday to Friday.

If **your mortgage agreement** is repaid and not replaced, the cover provided by this **policy** will end and **you** should call the helpline number to cancel the **policy**. Please also refer to the 'When does your policy end' section of this **policy** on page 22.

# Eligibility, monthly benefit limits, joint borrowers, material facts and important notes

## Eligibility

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

- Are aged 18 years or over but under 65
- **Work** at least 16 hours per week and have done so for at least the last six months
- Live in the UK
- Are paying or about to pay a mortgage provided by Santander UK plc or Alliance & Leicester plc, and
- Are up to date with **your monthly repayments**, if you have an existing **mortgage agreement**.

You will only be eligible to apply for this insurance through one of Santander's or Alliance & Leicester's authorised intermediaries, if you are also arranging a mortgage provided by Santander UK plc or Alliance & Leicester plc and you apply within the first 30 days of the date when your mortgage completes.

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' on page 9, 'Unemployment cover' on page 13 and 'Things to keep in mind when claiming' on page 18 sections.

## Monthly benefit limits

The **monthly benefit** you will receive will not be less than £100 or more than £2,000 and must not exceed 50% of your gross monthly salary.

## Joint borrowers

If you have a joint mortgage agreement both of you may apply for cover if you are both eligible and pay a monthly premium. The **monthly benefit** will be divided between both of you and you must decide what proportion of the **monthly benefit** will relate to each of you. The proportions chosen must total 100% of the **monthly benefit** and the amount of each person's **monthly benefit** must not exceed 50% of that person's gross monthly salary.

The **monthly benefit** you have each chosen will be shown on your current **schedule** and cannot be less than £100 or more than £2,000 between both borrowers.

## 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 Santander and us 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 Santander and us for your future reference.

### 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 further 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 medical condition or related symptoms return.
  - 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 of the **start date** of this **policy** (unless cover was arranged within 30 days of the completion of **your** mortgage provided by Santander UK plc or Alliance & Leicester plc).
- 5 This **policy** will not pay a **carer** claim 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**. This **policy** will not pay for any **carer** claim that **you** were advised of or which happens during the first 60 days of the **start date** of this **policy** (unless cover was arranged within 30 days of the completion of **your** mortgage provided by Santander UK plc or Alliance & Leicester plc).

If **you** have any questions **you** should call the Helpline on:



**020 8207 9094**

## 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 this with Santander. This would include, for example:

- **You** retiring from **work** and not intending 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** reaching 65 years of age
- **You** leave the **UK** to live abroad
- **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 on page 22.

# 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 Santander.

## Fixed term contracts

If **you work** on a fixed term contract and **your** contract is not renewed after the end date, **you** will only be entitled to claim for **unemployment** cover, provided **you** have 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 **unemployment** cover we will consider **you** to be **self-employed** if **you** meet one 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** actual cover will be shown in **your schedule**.

Cover	Waiting period	Maximum Claim Duration	Maximum Claim Amount
Accident or sickness	28 days	12 monthly benefit payments	Up to £2,000 per month
Unemployment <sup>1</sup> (including carer <sup>2</sup> )	28 days	12 monthly benefit payments	Up to £2,000 per month

NB If **you** have **unemployment** (including **carer**) cover **you** cannot make a claim:

- 1 Under the 'Unemployment cover' section during the first 60 days following the **start date** of the **policy**.
- 2 Under the 'Carer cover' section during the first 60 days following the **start date** of the **policy**, unless the condition giving rise to the claim was unforeseen.

Notes 1 and 2 will not apply if **you** are applying for a new mortgage with Santander UK plc or Alliance & Leicester plc, and the **start date** of **your policy** is within 30 days of the completion of **your mortgage**.

## Important: the type of cover the policy provides

Please refer to **your schedule** for the cover options that **you** have selected. If **you** are unclear as to the cover **you** have selected please call the Santander Customer Helpline number on:



020 8207 9094

between 8.30am and 6pm Monday to Friday.

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 shows that you have 'Accident or sickness cover'.

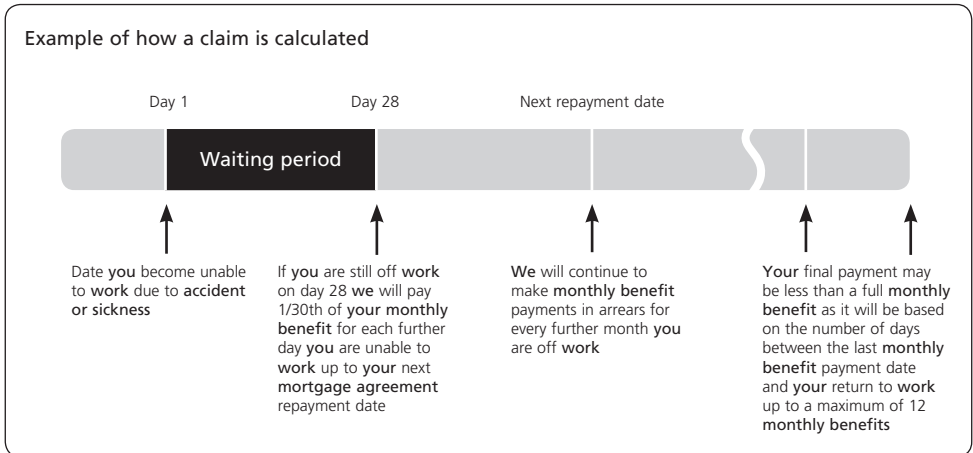
## What is covered

If an accident or sickness prevents you working for more than 28 days in a row, we will pay:

- 1/30th of your monthly benefit for each further day you are unable to work from the 29th day up to your next mortgage agreement repayment date, then
- The full monthly benefit, at monthly intervals in arrears, 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.

If you return to work after claiming for accident or sickness and then are unable to work within three months because of the same accident or sickness you do not have to wait before benefits can be paid. We will combine these two periods into one claim when calculating your benefit period subject to a maximum benefit of 12 months per claim.

Once we have paid the maximum number of 12 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.



### 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
- **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**, unless **you** retire due to **accident or sickness** on the advice of a **doctor**.

# Unemployment cover

This cover only applies if your current schedule shows that you have 'Unemployment cover'.

## What is covered

If you are unemployed for more than 28 days in a row, we will pay:

- 1/30th of your monthly benefit for each further day you are unemployed from the 29th day up to your next mortgage agreement repayment date, then
- The full monthly benefit, at monthly intervals in arrears, 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.

If, after claiming for unemployment, you are made unemployed again within three months of returning to work, you will not have to wait before benefits can be paid. We will combine these two periods of unemployment into one claim when calculating your benefit period subject to a maximum benefit of 12 months per claim.

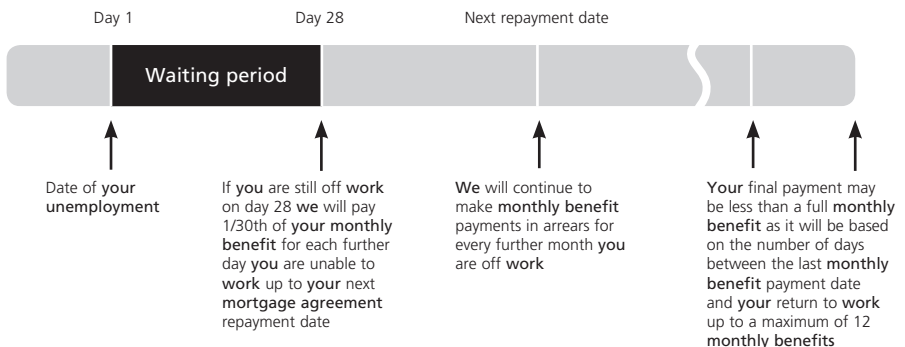
Once we have paid the maximum number of 12 payments, you need to return to work for at least 6 consecutive months before you can make another unemployment claim.

## 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.

### Example of how a claim is calculated



## 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 of the **start date** (unless cover was arranged within 30 days of the completion of **your** mortgage provided by Santander UK plc or Alliance & Leicester plc)
- 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 under this **policy**)
- 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 shows that you have 'Unemployment cover'**.

## What is covered

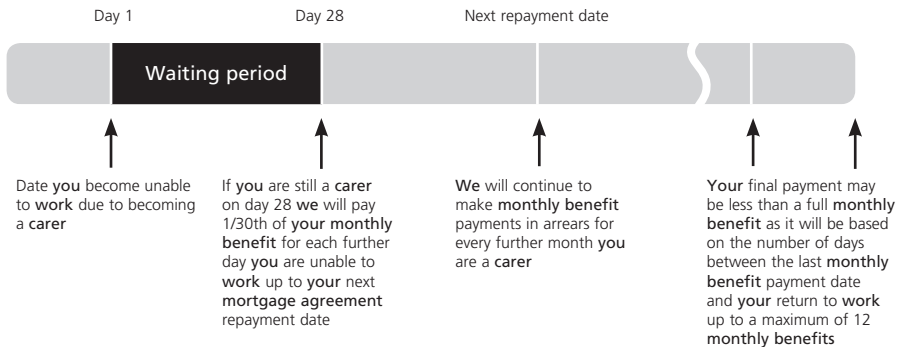
If **you** voluntarily leave **your work** to become a **carer** for more than 28 days in a row, **we** will pay:

- 1/30th of **your monthly benefit** for each further day **you** are a **carer** from the 29th day up to **your next mortgage agreement** repayment date, then
- The full **monthly benefit**, at monthly intervals in arrears, 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.

If **you** claim for a second period of being a **carer** within three months of returning to **work**, **you** will not have to wait before benefits can be paid. **We** will combine these two periods into one claim when calculating **your** benefit period subject to a maximum benefit of 12 months per claim.

Once **we** have paid the maximum number of 12 payments, **you** need to return to **work** for at least 6 consecutive months before **you** can make another **carer** claim.

### Example of how a claim is calculated



## General exclusions applying to all covers

### 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 **you** apply for **Carer's Allowance**, or are notified of receipt of **Carer's Allowance**, within the first 60 days of the **start date** unless:
  - cover was arranged within 30 days of the completion of **your** mortgage provided by Santander UK plc or Alliance & Leicester plc or;
  - 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**.

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

- Any dishonest, intentionally exaggerated or fraudulent behaviour by **you** or anyone acting for **you**. If this happens, **you** may have to return any benefits already paid, and **you** may forfeit all future rights under this **policy**, with no refund of premium.
- 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 the Santander Customer Helpline on:



**020 8207 9094**

between 8.30am and 6.00pm Monday to Friday.

## Changing your cover

You can apply to:

- Increase or decrease **your monthly benefit**; or
- Change **your** cover options.

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

If **you** increase **your monthly benefit** or change **your** cover options, **we** will reapply the relevant 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 if **you** are changing the cover under **your policy**, of the date of **your** application.
- **Carer** cover

Claims where, at the date **you** applied for the change, **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 if **you** are changing the cover under **your policy** at the date **you** applied for the change, 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, monthly benefit limits, joint borrowers, material facts and important notes' section on page 6.

If **you** have a joint **mortgage agreement** and only one 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 reapplied to any change in **monthly benefit** or cover for either borrower.

## Reviewing your monthly benefit

If **your monthly repayments** and any mortgage related insurance premiums that **you** wish to include change, **you** should review your **monthly benefit** to ensure that they remain 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 reapplied to any change in **monthly benefit**.

# Your claim

## Making a claim

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

### Step 1

Please have the following information ready when **you** call:

- **Your** mortgage account number
- **Your** Paymentcare mortgage payment protection insurance **policy** number (shown on **your** current **schedule**)
- **Your** postcode.

### Step 2



**Call 0800 068 4489**

between 8.30am-6.00pm Monday to Friday

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

### Step 3

**We** will then send **you** a claim form.

### Step 4

The claim form should be completed as soon as possible and returned to **us** with the relevant information.

- For **accident or sickness** claims **you** will need to get a **doctor** and **your** employer to fill in the relevant sections 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:



**Santander Creditor Unit**  
**Aviva**  
**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 a Carer's Allowance claim pack, returned it to the Benefits Agency 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.

### Back to work

If **you** are unable to **work** following an **accident** or **sickness** or **unemployment**, **you** will be contacted by **our** specialist Back to Work service. This service is free, confidential and designed to provide advice and assistance to help **you** make a speedy return to **work**.

### Accident or sickness (only available if you have Accident or sickness cover)

If **you** have a soft tissue injury (e.g. sprained muscle or whiplash), **our** rehabilitation specialists will contact **you** to help **you** with a speedy recovery and return to **work**. This service provides:

- Access to a specialist website
- Clinically run helpline and self-help booklet with tips for a speedy recovery
- A personal care adviser who can, where appropriate, arrange for suitable treatment to speed **your** return to **work**.

This service is designed to operate alongside the NHS and other recognised medical professionals.

### Unemployment (only available if you have Unemployment cover)

**Our** Back to Work service provides:

- Self-help guide
- Access to a specialist website
- 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

**We** will make claim payments to **your** nominated bank account or to Santander UK plc or Alliance & Leicester plc for them to reduce the amount **you** owe under **your mortgage agreement**, whichever **we** decide. 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 any combination (provided **you** have 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 one continuous period of **accident or sickness, unemployment** or a period for which **you** are a **carer** or a combination of all three (provided **you** have these covers).

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

### When will monthly 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
- **We** have paid the maximum of 12 full **monthly benefits** for any one continuous period of **unemployment, accident or sickness** or a period for which **you** are a **carer** or a combination of all three
- **Your mortgage agreement** is repaid
- **You** reach 65 years of age.

### 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.

In the event that **you** should wish to cancel **your policy** during a claim then **we** will continue to pay **monthly 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 further 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 and/or **policy** to reflect the changes in **our** expectation of the future likely cost of providing cover. Premiums and/or cover may go up or down but will not recoup past losses.

When doing so we will only consider one or more of the following:

- **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; and
- **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 and/or **policy** 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**:
  - to reflect decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice, with which **we** intend to comply;
  - 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.

3. For commercial reasons Santander may decide to change the insurers that provide **your** insurance benefits. If that happens, Santander will write to **you** not less than 30 days before **your** current insurance expires with details of the new insurer and any changes to the terms and conditions of **your** cover. **You** authorise us (and other Santander Group companies) to transfer **your** personal information to any new insurer to enable that insurer to provide **your** cover. **You** also consent to the new insurer providing insurance cover to **you** provided the new insurer offers insurance cover on similar or better terms. This consent will ensure that there is no break in **your** insurance cover and does not affect **your** right to cancel **your mortgage agreement**. **You** may cancel this authority and consent at any time but if **you** do so, **your** insurance policy will terminate if Santander decides to change the insurer.

# 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 happens:

- 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 and 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 terms and conditions of the **policy**;
- **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**;
- when **you** and **your immediate family** no longer reside at the property for which **your mortgage agreement** is held; or
- **you** die.

2. **You** may cancel the **policy** immediately at any time by calling the Santander Customer Helpline on:



020 8207 9094

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.

If **we** cancel **your policy** under paragraph 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.

If **you** or **we** cancel **your policy** under paragraph 2 or 3 above then all cover will end from the date of cancellation. 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 aim 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 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 will keep **you** informed of the progress of **your** complaint
- We will try our best to deal with **your** complaint within 4 weeks. If we need more time we will let **you** know.

Most 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

- If **you** have a complaint about the handling of **your** policy, how **your** policy was set up or the terms and conditions of **your** policy please call:



**020 8207 9094**

or write to:



**Customer Service Centre  
Santander Paymentcare  
PO BOX 230  
Borehamwood  
WD6 2ZX**

- If **you** have a complaint about the sales advice received when the **policy** was sold please call:



**0845 600 6014**

between 9.00am and 5.00pm Monday to Friday or write to:



**The Complaints Department  
PO Box 5129  
Milton Keynes  
MK9 2YN**

- If **you** have a complaint about a claim **you** have made please write to:



**Santander Creditor Unit  
Aviva  
PO Box 3486  
Norwich  
NR1 3FY**

If **you** remain unhappy with the decision **you** receive, **you** may write to:



**The Chief Executive UK Insurance  
Aviva  
PO Box 6  
Surrey Street  
Norwich  
NR1 3NS**

If you are dissatisfied with our final decision, 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 8 weeks, 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. For further information about **your** legal rights, contact **your** local authority trading standards department or the Citizens Advice Bureau.

## General information

This insurance is underwritten by CGU Underwriting Limited. CGU Underwriting 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.

### Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

### Protecting your premium

The premium **you** have paid for this **policy** is held by Santander as a banker not as a trustee so will not be held in accordance with client money rules. This still ensures **your** money is adequately protected.

### 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](http://www.fscs.org.uk)

or write to:



**Financial Services Compensation Scheme**  
**7th Floor Lloyd's Chambers**  
**Portoken Street**  
**London**  
**E1 8BN**

## Data Protection Act – Information Users

For the purposes of the Data Protection Act 1998, the (joint) Data Controller(s) in relation to any personal data **you** supply are CGU Underwriting Limited and Santander UK plc (Santander).

For the purposes of this product, this statement describes how the joint Data Controllers will use **your** personal data. This is in addition to uses described in the data protection statement for **your mortgage agreement**.

### Insurance administration

Information **you** supply may be used for the purposes of insurance administration by **us**, **our** associated companies and agents, and Santander, who may give essential information about **you** to Santander and the group of companies to which it belongs (the Santander Group), associated companies and agents. 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**. Further information is available by telephoning:



020 8207 9094

### 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.

# 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.

## Immediate family

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

## Monthly benefit

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

If **your monthly repayment** is less than £2,000 **you** can increase the amount **you** insure to include:

- monthly premiums for:
  - this **policy**;
  - buildings and contents insurance on **your** property; and
  - associated life assurance policies;
- an amount to cover **your** regular monthly commitments provided the lower of the following amounts is not exceeded:
  - 50% of **your** gross monthly salary; and
  - £2,000.

The minimum monthly benefit is £100.

## Monthly repayment

**Your** minimum monthly mortgage payment due to Santander UK plc, Alliance & Leicester plc or any other lender. This can also include payments in respect of additional lending secured on **your** property, taken as part of **your mortgage agreement** and repaid as part of **your** monthly mortgage payment (i.e. this does not include loans repaid separately to **your mortgage agreement**).

## Mortgage agreement

**Your** mortgage agreement with Santander UK plc, Alliance & Leicester plc or any other lender on residential property, which has priority over any other charge on the property. Residential property means a property permanently and solely occupied by **you** and **your immediate family** as **your** main home.

## Policy

This document sets out the benefits, terms, conditions and exclusions of **your** Paymentcare mortgage payment protection insurance. It should be read in conjunction with **your** current **schedule**.

## 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**.

## Schedule

The document sent to **you** which shows details of **your** insurance cover. It should be read in conjunction with **your** policy.

## 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 a NHS hospital.

## Start date

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

- If **yours** is a new **mortgage agreement** with Santander UK plc or Alliance & Leicester plc, insurance starts on the date of exchange of contracts (or the conclusion of missives in Scotland) for the purchase of residential property. No insurance benefit will be paid before the completion of the purchase. **You** will not have to pay any insurance premium until 30 days after that date

- When re-mortgaging with Santander UK plc or Alliance & Leicester plc, insurance starts from the date the money is released under **your mortgage agreement**
- 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 28 days of any claim. **Monthly benefit** will not be paid during this period.

## We/Us/Our

CGU Underwriting Limited. A member of the Aviva group.

## 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.

Santander is able to provide literature in alternative formats. The formats available are: large print, Braille, audio tape and PC disk. If you would like to register to receive correspondence in an alternative format please give us a call and ask for a 'Preferred Communication Request' form.

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