

# Optional Payment Protection Insurance Disability & Unemployment Monthly Premium

## Terms and Conditions

### Understanding the Policy

In order to ensure that this product provides **You** with the cover **You** require **We** would recommend that **You** carefully read this policy wording. Please make sure **You** understand and fully comply with its terms and conditions. Should **You** require clarification on any aspect of the policy wording please seek guidance either from the person arranging **Your** insurance, or directly from Hitachi Capital Insurance Europe Ltd. Failure to comply with the terms and conditions may jeopardise the payment of any claim and could lead to the policy becoming void.

If there is any difference between the information in this policy or **Your** policy schedule and what **You** understood to be the terms of the insurance when **You** chose the cover contact **Us** immediately.

### The Policy

**We** will provide the insurance as stated in this policy. Any information disclosed to **Us** and any other statement made by **You** or on **Your** behalf and the undertaking to pay the **Monthly Premium**, is the basis of the contract and forms part of the policy. This policy contains details of the insurance cover **You** have bought, what is excluded from the cover and the conditions of this insurance.

### Eligibility

**You** are eligible for this cover if, at the **Start Date**, **You**

- have a **Loan Agreement** in **Your** name, and
- are aged 18 or over, and
- are under the age of 65, and
- are in **Permanent Employment**, and
- are a **Permanent Resident** of the **United Kingdom**.

### Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this insurance and will appear with a capital letter and in **bold**.

1. **Balloon Payment** means a large, lump sum payment made by **You** at either specific intervals or at the end of a long term balloon loan, in exchange for smaller monthly payments, a lower interest rate and a smaller amount of cash initially put down than under a standard loan agreement, even if included within the monthly instalment.
2. **Ceased to Trade** means that **You** are entirely out of paid **Work** because

**Your** business has failed, or in liquidation (other than solvent liquidation) or bankruptcy or the business of which **You** are a controlling director has failed and **You** have provided accounts to cessation and **Your** last tax return has been placed with **Your** local tax office. This does not include temporary cessation.

3. **Claims Office** means Hitachi Capital Insurance Europe Ltd, 2 Apex View, Leeds LS11 9BH. Telephone No: 0844 463 2233.
4. **Consultant** means a medical specialist who is a member of an appropriate Royal College which recognises that person to be a specialist.
5. **Disability/Disabled** means being unable to carry out **Work** of any kind because of an accident occurring or illness starting during a period when **You** are in **Work** and which prevents **You** from continuing **Your Work** or any other **Work** that **Your** experience, education or training would allow **You** to do. Such **Disability** shall be deemed to start on the day **You** first consult, or receive treatment from a **Doctor** and, as a result, the **Doctor** has certified **You** as unfit for **Work**. If **You** are **Self Employed** a **Disability** must stop **You** from managing, or carrying or helping out with any part of the day-to-day running of the business.
6. **Doctor** means a medical practitioner practicing in **United Kingdom** and fully registered with the General Medical Council. This does not

include **You**, **Your** spouse or **Your** cohabitantes or any of **Your** relatives.

7. **End Date** means the date on which this insurance cover will end, which will be the earliest of the following dates:
  - The date on which all amounts due under the **Loan Agreement** are paid to the **Lender**, or.
  - The date on which **You** become more than 3 months behind with **Your** monthly repayments under **Your Loan Agreement**, or
  - If **Your Monthly Premium** has not been paid within 14 days of its due date, or
  - **Your** 65 birthday or when **You** reach **Your** normal retirement age at **Your** place of **Work** or **Permanently Retire**, or
  - **Your** death.
8. **Gross Monthly Income** means monthly salary (PAYE) received on a regular basis before any deductions and if applicable, inclusive of an average of **Your** commission received for the 3 months prior to the date of claim. Dividend and annual bonus payments are specifically excluded.
9. **Gross Yearly Income** means if **You** are **Self Employed**, **Your** gross income is calculated as **Your** yearly income declared on **Your** self-assessment tax return for the year prior to the incident date less any expenses which must be confirmed by the Inland Revenue. Dividend payments are specifically excluded.

10. **Lender** means Hitachi Capital Consumer Finance, 2 Apex View, Leeds LS11 9BH. Telephone No: 0844 375 5500.
11. **Loan Agreement** means the credit arrangement between **You** and the **Lender** which is covered by this insurance and does not exceed £50,000.
12. **Maximum Benefit Period** means a maximum of 12 **Monthly Benefits** payable under this insurance.
13. **Monthly Benefit** means an amount equal to the monthly instalment **You** pay the **Lender** under the terms of **Your Loan Agreement** up to a maximum of £2,000. The **Monthly Benefit** excludes any default charges, early termination charges, **Balloon Payments**, residual payment, capital sum payment, or other balancing items due to the **Lender** under **Your Loan Agreement**.
14. **Monthly Premium** means the premium, including insurance premium tax, **You** must pay every month.
15. **Notification** means the date **You** are notified, either by **Your** employer or a trade union official, orally or in writing that **You** are becoming or at risk of becoming **Unemployed**.
16. **Permanent Employment** means that **You** are **Working** in a paid job under a permanent contract of employment for not less than 16 hours per week for an employer based in the **United Kingdom** and paying Class 1 National Insurance benefit contributions or are **Self Employed**.
17. **Permanently Retire** means when **You** stop **Working** and **You** have no intention of returning to **Work** in the future.
18. **Permanent Resident** means having a permanent **United Kingdom** address where **You** live and are registered with a **Doctor** and being able to claim job seekers allowance or National Insurance Credits in the **United Kingdom**.
19. **Period of Insurance** means the period stated on the policy schedule during which cover is granted under this policy.
20. **Pre-Existing Condition** means any medical condition, injury, illness, disease or any related medical condition and/or associated

symptoms, whether diagnosed by a **Doctor** or not, which **You** knew about or should reasonably have known about at the **Start Date** or for which **You** have seen or arranged to see a **Doctor** about in the 12 months immediately prior to the **Start Date**.

21. **Qualifying Period** means the first 30 consecutive days of any period of **Unemployment** or **Disability** after which a claim for **Unemployment** or **Disability** benefit can be made.
22. **Self Employed/Self Employment** means actively working for profit in a profession or business as a sole trader inclusive of those registered on the Construction Industry Scheme (CIS); or in partnership with others; or assisting with, managing or carrying on a business in the **United Kingdom** and paying Class 2 National Insurance Benefit Contributions and being assessable to income tax under Schedule D Case I or II; or being a director, controlling director or an employee of a company in which **You** have a shareholding of 51% or more of a private limited company with an issued and fully paid share capital of less than £1,000.
23. **Start Date** means the date shown on **Your** policy schedule when cover starts.
24. **United Kingdom** means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
25. **Unemployment/Unemployed** means a period during which **You** are no longer in **Work**, and if **You** are **Self Employed** have **Ceased To Trade**, and registered as **Unemployed** with the Department of Work and Pensions (or other appropriate Government agency) and available for and actively seeking and applying for alternative **Work** or **Self Employment** and in receipt of the appropriate National Insurance Contributions credits. If **You** are a woman who has reached statutory pensionable age **You** will be considered as **Unemployed** if **You** provide enough evidence throughout the period of **Your** claim that **You** are actively looking for **Work**. If **You** are not entitled to any benefit, this may affect the assessment of **Your** claim.
26. **We/Us/Our** means Hitachi Capital Insurance Europe Limited Registered in Republic of Ireland no. 156701. Registered Office: 4th Floor, 25-28 Adelaide Road Dublin 2 Republic of Ireland. Hitachi Capital Insurance Europe Limited is the Insurer of this

policy. The operating centre of Hitachi Capital Insurance Europe Limited is 2 Apex View, Leeds, LS11 9BH.

27. **Work/Working** means being in **Permanent Employment**.
28. **You/Your/Yourself** means the person named in the **Loan Agreement**.

### What is covered

If, during the **Period of Insurance** **You** cannot **Work** for one of the reasons shown in the sections headed "**Disability**" or "**Unemployment**", **We** will, subject to the **Maximum Benefit Period**, pay **You** the **Monthly Benefit** until the earlier of **You** being able return to **Work** or the **End Date**.

**We** will only pay **You** one type of **Monthly Benefit (Disability or Unemployment)** at a time in any claim period.

If the reason for **Your** claim changes from **Disability** to **Unemployment** or from **Unemployment** to **Disability**, **You** can continue to claim without having to wait a further 30 days, which would otherwise be required.

**PLEASE NOTE:** **You** should be aware that any benefit under policy may be considered by the appropriate Government Agency as income and may affect the amount of any state benefit **You** receive.

### Payment of Benefit

**Disability** and **Unemployment** benefits are paid monthly in arrears directly to the **Lender**, following the **Qualifying Period**.

**You** must be unable to **Work** due to **Disability** or **Unemployment** for 30 consecutive days, the **Qualifying Period**, at which stage **We** will pay one **Monthly Benefit**. Thereafter **You** will receive an amount equal to one thirtieth of **Your Monthly Benefit** for each consecutive day **You** are unable to **Work**, payable monthly in arrears, subject to the **Maximum Benefit Period**.

The maximum **Monthly Benefit** payable is £2,000 per month.

If **You** also submit a claim under any other mortgage, loan or income payment protection policy, either with **Us** or with another insurer, **We** will adjust **Your Monthly Benefit** so that it does not exceed **Your** monthly repayments under **Your Loan Agreement** when added to the benefit received under such other mortgage, income or payment protection policies.

## Disability Cover

### When You can make a claim for Disability benefit.

- a) You may make a **Disability** claim if You are **Working** and during the **Period of Insurance** You become unable to **Work** due to **Disability** and Your **Doctor** has certified You as unfit for **Work**.
- b) Once You have been paid the maximum number of **Monthly Benefits** for any **Disability** claim, You will not be able to make another **Disability** claim until You have been in continuous **Work**, or where You are on statutory maternity leave Your **Doctor** certifies that You would be continuously fit for **Work** if You were not on statutory maternity leave, for;
  - 30 consecutive days if the **Disability** is different, or
  - 180 consecutive days if the **Disability** is the same.
- c) If there are less than 6 consecutive months of **Permanent Employment** between two periods of **Disability**, We will treat these two periods as one continuous claim if the **Disability** is the same. We will not pay any benefit for the time You were in **Permanent Employment** between the two periods of **Disability**. **Monthly Benefit** will only be paid for the **Maximum Benefit Period**.
- d) We will not consider the **Disability** as having commenced until the day on which You first consult a **Doctor** for the **Disability** giving rise to the claim (other than the statutory self-certification period).

## Unemployment Cover

### When You can make a claim for Unemployment benefit

- a) You may make a claim if You have been **Working** or **Self Employed** for at least 6 months prior to becoming **Unemployed**.
- b) If during the period of a claim, You take temporary **Work**, You will not receive any payments of benefit under this policy for the time You are **Working**. If the period of temporary **Work** lasts less than 180 days, the periods of **Unemployment** before and after the temporary **Work** will be treated as one continuous claim subject to the **Maximum Benefit Period**. You must notify the **Claims Office** before You take any temporary **Work**.

- c) If there are less than 6 consecutive months of **Permanent Employment** between two periods of **Unemployment**, We will treat these two periods as one continuous claim subject to confirmation of the reason for the **Unemployment**. We will not pay any benefit for the time You were in **Permanent Employment** between the two periods of **Unemployment**. **Monthly Benefit** will only be paid for the **Maximum Benefit Period**.
- d) Where the **Maximum Benefit Period** has been reached for any one claim You must have returned to **Work** for at least 180 days before You are able to claim again for **Unemployment**.
- e) If You are **Self Employed** Your business must have **Ceased to Trade** and You must be registered as **Unemployed** with the Department of Work and Pensions and registered for Jobseekers Allowance. You must provide documentary evidence of the cessation.

### What is not covered

- 1) Any **Disability** or **Unemployment** as a result of;
  - a) any self-inflicted bodily injury or conditions, or
  - b) drinking alcohol or taking drugs unless Your **Doctor** tells You to, provided Your **Doctor's** advice is not part of a treatment for alcoholism or drug addiction, or
  - c) if You are **Working** outside the **United Kingdom** for more than 30 days in a row, unless You are **Working** for the British Armed Forces or as a Civil Servant in a British Embassy or Consulate or unless You are **Working** for an employer that is a **United Kingdom** registered company who assigns You to **Work** in a member country of the European Union on the same terms and conditions, or
  - d) HIV (Human Immunodeficiency Virus) and/or any other HIV related illness including AIDS (Acquired Immune Deficiency Syndrome).
- 2) Any **Disability** as a result of;
  - a) a **Pre-Existing Condition**, or
  - b) psychiatric illness, mental or nervous disorder including anxiety, depression, stress or stress-related conditions unless

investigated, diagnosed and under continuous supervision by a **Consultant** Psychiatrist, or

- c) any cosmetic or any elective treatment, unless it is deemed necessary by a **Consultant** Psychiatrist or if it is reconstructive surgery or treatment following a disease or an injury caused by an accident, or
- d) backache and related conditions unless there is additional medical evidence (for example x-rays or MRI scans) of medical abnormality which We will require to validate Your claim, or
- e) a refusal to accept appropriate treatment for Your **Disability** prescribed by Your **Doctor**.
- f) where We believe that You are fit to return to any alternative **Work** that Your experience, education or training allow You to do.

### 3) Any Unemployment

- a) which is in any way voluntary or results directly or indirectly from You refusing any other reasonable employment that Your employer offers You, or
- b) if You have not been in **Permanent Employment** for six consecutive months prior to Your **Unemployment**. However, if You were out of **Work** for 2 weeks or less, We will not count this as a break in Your **Permanent Employment**, or
- c) if it happens prior to or within 90 days of the **Start Date** or **Notification of Unemployment** was given to You (or if, in Our opinion, You were aware of a forthcoming **Notification** or had reason to believe it was likely to happen) prior to or within 90 days of the **Start Date**, or
- d) if You are on a casual, temporary, seasonal, occasional or project contract and loss of **Permanent Employment** is due to the natural expiry of the contract, or
- e) if it results from a fixed-term contract of employment ending, however, if Your **Unemployment** is due to the expiry of or occurs during a fixed term contract where Your

**Permanent Employment** has been renewed at least once since the **Start Date** with the same employer on fixed term contracts, provided there is no period between the contracts when **You** were without **Permanent Employment** and **You** have been in **Permanent Employment** for a total unbroken period of at least 2 years, this exclusion will not apply, or

- f) if **You** were, at the date of **Your Unemployment**, employed by a company of which **You** or **Your** spouse, partner, parent, child, brother or sister were a director and/or shareholder (other than by way of a bona fide investment in a company quoted on a recognised stock exchange), or by someone who is **Self Employed** or by a partnership, where the person who is **Self Employed**, or any of the partners, is **Your** spouse, partner, parent, child, brother or sister, or
  - g) if **You** are not actively seeking and applying for **Work**, or
  - h) if **You** are **Self Employed** **You** and **Your** business temporarily ceases or **You** cannot provide proof of **Unemployment** from **Your** accountant and HM Revenue and Customs, or
  - i) resulting directly or indirectly from a strike, labour dispute or lock-out, or
  - j) resulting from the loss or suspension of **Your** driving licence due to criminal offences including but not limited to speeding and drink driving, or
  - k) resulting directly or indirectly from dismissal due to misconduct, not following company procedure, dishonesty, fraud or any act **You** carried out, or
  - l) for any periods where **You** have received pay in lieu of notice of **Your Permanent Employment** ending.
- 4) Any claim

- a) caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from

the combustion of nuclear fuel, or

- b) caused by or contributed to by or arising from the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component, or
- c) occasioned by or happening through war, invasion, act of foreign enemy hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection or military or usurped power, or
- d) arising directly or indirectly from pollution or contamination, or
- e) directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling preventing or suppressing any acts of terrorism or in any way relating thereto. For the purpose of this exclusion "terrorism" means the use of biological, chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation (s) or government (s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear. However, losses caused by or resulting from riot, riot attending a strike, civil commotion and malicious damage are not excluded hereunder.

### General Conditions

**You** must comply with the following General Conditions to have the full protection of **Your** policy. If **You** do not comply with them **We** may at **Our** discretion cancel the policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.

#### 1. Duty of Disclosure

This policy has been issued based upon information, which **You** have given to **Us** about **Yourself** and **Your** circumstances. **You** have a duty to tell **Us** immediately of any material facts or changes which **We** would take into account in **Our** assessment or acceptance of this insurance including but not limited to **Your**

decision to give up **Work**; **You Permanently Retire**, **You** change the nature of **Your Work**, **You** move or the **Loan Agreement** has been repaid. Failure to disclose any material facts may invalidate the insurance, or may result in the insurance not operating fully. A material fact is one that is likely to influence the acceptance and assessment of **Your** application to **Us** and if **You** have any doubts whether certain facts are material then for **Your** own protection, **You** should disclose those facts irrespective of such doubts. **We** will then advise **You** of any changes to the terms of **Your** policy.

#### 2. Premium Payment

**You** must pay **Your Monthly Premium** each month by direct debit. Each **Monthly Premium** covers **You** for one month. If **Your Monthly Premium** has not been paid within 14 days of its due date, the policy will lapse and cover will cease from the date **Your Monthly Premium** was due and all **Monthly Benefit** payments will stop automatically.

If **You** have made a claim under this policy **You** must continue to pay **Your Monthly Premium** for this insurance.

#### 3. Adjustments to the terms of this policy

**We** reserve the right to amend the terms of this insurance by giving **You** notice of **Our** intention to do so as follows:

- To vary the cover provided - 60 days notice.
- To alter the rates of premium (other than any statutory tax changes) charged during the **Period of Insurance** - 60 days notice.

#### 4. Cancellation

**We** reserve the right to withdraw cover should any **Monthly Premium** not be met within 14 days of its due date.

**You** may write to Hitachi Capital Consumer Finance, 2 Apex View, Leeds LS11 9BH, or telephone 0844 375 5500 requesting the policy is cancelled and **Your** cover will end on the date **We** receive **Your** request.

If **You** cancel the policy within 30 days of the **Start Date** **We** will refund any premium **You** have paid provided

**You** have not made a claim. **We** will not refund any premium if **You** cancel the policy more than 30 days after the **Start Date**.

**We** can withdraw, terminate or cancel the policy by giving **You** 60 days written notice. This will not affect **Your** right to receive **Monthly Benefit** for any **Unemployment** or **Disability** which occurred before the cancellation date.

#### 5. Other Loan Payment Protection Insurance

If **You** have any other loan payment protection policy with another insurer covering the same risk as this policy **You** cannot receive payment of a claim in full under both policies. If **We** are aware of such circumstances **We** will inform the other insurer concerned and seek a contribution under the other policy. Each insurer will pay the proportionate share of the claim in relation to the maximum benefits payable.

#### 6. Transfer of rights

**You** may not transfer or assign **Your** rights or interest in this insurance to any other person or credit arrangement. This insurance does not have any value at the **End Date** nor does it acquire any surrender value during the **Period of Insurance**.

#### 7. Data Protection Act 1998

The data supplied by **You** will be treated in confidence and for the purposes of the Data Protection Act 1998, the data controller in relation to the information **You** supply will be Hitachi Capital Insurance Europe Ltd. (Hitachi). The data **You** supply will be used by Hitachi for the purposes insurance administration (including underwriting, processing, claims handling and fraud prevention), research and statistical analysis.

In assessing any claims made or for the purpose of fraud prevention, Hitachi may disclose **Your** data to other insurers, doctors, hospitals, consultants, job centres, employers, the police etc. Hitachi may also undertake checks against publicly available information such as electoral roll, court judgements, bankruptcy or repossessions or disclose **Your** data to regulatory bodies of which Hitachi is a member or by which Hitachi is regulated if required or permitted to do so by law.

Hitachi may keep **Your** information for a reasonable period of time and disclose it to other members of the Hitachi Capital group of companies for marketing purposes. **You** may be contacted by mail, telephone, fax, email or other reasonable method with details of other products, services and promotions, which may be of interest to **You**. If **You** do not want **Your** data to be used for marketing purposes **Your** request to that effect should be made in writing to Hitachi Capital Insurance Europe Ltd, 2 Apex View, Leeds LS11 9BH. For a small fee (up to the statutory maximum, currently £10) **You** may also receive a copy of the information Hitachi hold about **You** if you request this in writing.

Sensitive information under the Data Protection Act 1998 includes health records. If **You** make a claim under this policy it will become necessary for **You** to give Hitachi permission to collect and use such sensitive information. Without this sensitive information Hitachi will not be able to process **Your** claim.

#### 8. Fraud

If any information provided to **Us** by **You** or anyone acting on **Your** behalf is inaccurate or if **You** fail to disclose any material fact or information which might reasonably affect **Our** decision to provide insurance to **You**, **Your** right to any benefit under this insurance shall end with no refund of premium being available.

If any claim under this policy is fraudulent or is intended to mislead **Us** or if fraudulent or misleading means are used by **You** or anyone acting on **Your** behalf to obtain benefit under this policy, **Your** right to any benefit under this policy shall end and **We** shall be entitled to recover any benefit paid and costs incurred. It may also result in **Us** cancelling this insurance immediately with no refund of premium being available.

To prevent fraud, insurers and their agents may share information about **Your** claim via a register of claims. A list of participants is available on request. Any information **You** supply on a claim, together with information **You** have supplied on any application form and other information relating to a claim will be provided to the register participants.

**We** may inform the police of any fraudulent circumstances.

#### 9. The Law Applicable to this Policy

Unless **You** and **We** have agreed otherwise the laws of England and Wales will govern this contract and the courts of England and Wales will have jurisdiction to hear any disputes regarding **Your** policy.

#### Claims Conditions

**You** must comply with the following Claim Conditions to have the full protection of **Your** policy. If **You** do not comply with them **We** may at **Our** discretion cancel the policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.

##### 1. Making a claim

All claims **MUST** be notified to **Us** immediately but no later than 120 days after the first day of any **Disability** or **Unemployment**. If **You** fail to notify **Us** within 120 days **Your** claim will be declined.

##### 2. How to make a claim

a) Immediately call the **Claims Office** at 0844 463 2233 and request a claim form.

b) Complete the claim form carefully, following the instructions. Return, the completed claim form with all requested documentation to:

Claims Manager  
Hitachi Capital Insurance Europe Ltd  
2 Apex View  
Leeds LS11 9BH

If **You** have any queries or if **You** need any advice in making **Your** claim please contact **Us** and **We** will be happy to assist.

If **You** need to claim for a **Disability** make sure **You** complete the section relating to the Access to Medical Reports Act. This will avoid delays when **We** deal with **Your** claim. **You** will also need to arrange for **Your Doctor** to complete the relevant section of the claim form.

If **You** need to claim for **Unemployment**, please ensure that **You** claim any benefit **You** are entitled to from the **Department for Work and Pensions**. **You** should have the relevant section of the claim form stamped by the local department office. **You** may need to send **Us** a copy of **Your** Jobseeker's Agreement, and details of **Your** previous

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employer, so that **We** can make any enquiries that **We** feel are necessary. Photocopied documents are not acceptable, so please send the originals to **Us** by recorded delivery (**We** will return the originals to **You**).

**You** must provide **Us** with all supporting documentation, certificates, evidence or any additional information **We** may ask for within 120 days of **Us** asking for it (except in exceptional circumstances). **You** must pay any costs involved in doing this. If **You** are late providing **Us** with the requested information **We** will not be able to pay **Your** claim.

- c) During the course of **Your** claim, **We** will request **You** to complete a Continuing Claim Form on a monthly basis for additional evidence that **You** are still unable to **Work** due to **Disability** or actively seeking and applying for **Work** if **You** are **Unemployed**. The Continuing Claim Form together with any supporting documentation must be returned to the **Claims Office** within 60 days of the date **We** last paid **Your Monthly Benefit**. **We** may delay or suspend the payment of **Your Monthly Benefit** if **We** do not receive all of the documents **We** need (for example monthly declarations and medical questionnaires and documentary evidence of a job search) or if **We** find these documents unsatisfactory.

### 3. Medical Examination

**You** must agree to be examined by a **Doctor We** have chosen if **We** ask. **We** will pay for the cost of the examination, but if **You** fail to attend **Your** entitlement to receive benefit under this policy will end.

### 4. Settlement of a claim

- a) Benefits will only be paid if there are sums to be repaid by **You** to the **Lender** excluding any default charges, early termination charges, **Balloon**

**Payments**, residual payment, capital sum payment, or other balancing items under the **Loan Agreement**. **We** will pay all benefits directly to the **Lender**.

- b) **You** are not entitled to have **Your** premium reduced or refunded if **We** have paid any benefits.
- c) **You** should be aware that any benefit under policy may be considered by the appropriate Government Agency as income and may affect the amount of any state benefit **You** receive.

### 5. Transfer of Claim

If the reason for **Your** claim changes from **Unemployment** to **Disability**, or vice versa, you must notify the **Claims Office** immediately and a new claim form will need to be completed. If **We** agree that the change in reason for **Your** claim is valid, no additional **Qualifying Period** will apply. However, **We** will not pay more than the **Maximum Benefit Period** for any one continuous period of **Unemployment** and/or **Disability**.

### Charges

The charge for **Our** services is the premium (including applicable Insurance Premium Tax). This premium is specified in the policy schedule.

### Conflicts of Interest

It is **Our** policy to maintain appropriate administration structures to ensure that the potential for any conflict of interest between **You** and **Us** is avoided as far as possible. This would include ensuring that separate claims handlers are employed where **We** are the underwriters of both the claimant and respondent policy and a conflict on liability exists.

### Language

The policy and all communications with **You** or by **You** to **Us** will be in English.

### Complaints

With Hitachi Capital, **You** can expect the highest level of customer service. In the

event that **Our** service does not meet with **Your** expectations **You** should contact:

The Customer Satisfaction Manager  
Hitachi Capital Insurance Europe Ltd  
2 Apex View  
Leeds LS11 9BH  
Tel: 0844 463 2233

A full review of **Your** complaint will be promptly undertaken by an appropriate person.

If **We** are unable to resolve **Your** complaint to **Your** satisfaction, **You** have the right to ask the Financial Ombudsman Service to review **Your** case. Any referral to the Ombudsman must take place within 6 months from the date of **Our** final decision.

Further details are available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk), or by writing to;

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

**We** can also provide **You** with a leaflet detailing the services offered by the Ombudsman.

### Compensation

Hitachi Capital Insurance Europe Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if Hitachi Capital Insurance Europe Limited cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim without any upper limit.

Further information about the compensation scheme is available from the Financial Services Compensation Scheme at 7th floor, Lloyds Chambers, Portsoken Street, London E1 8BN. Telephone Number: 020 7892 7300 or Fax 020 7892 7301 or at [www.fscs.org.uk](http://www.fscs.org.uk).