

Furness Building Society Mortgage Payment Protection Insurance Policy

Your Policy Terms and Conditions
July 2008 Edition



Furness 
BUILDING SOCIETY

Always with your interest at heart



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Respect – With over 100 years' experience, AXA is a world leader in financial protection and wealth management.

Financial protection – AXA Group worldwide manages funds worth over €1,281 billion (as at 31st December 2007), on behalf of over 67 million customers worldwide.

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Customer focus – At AXA Insurance we design our products around your needs. Whether it's motor, home, travel or pet insurance you're looking for, we can provide high quality cover. With our expertise, you can get on with the more important things in life, like living it.

AXA Insurance UK plc is authorised and regulated by the Financial Services Authority (FSA). This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

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Section 1 – Your Policy

*Welcome to **your** Furness Building Society Mortgage Payment Protection Insurance Policy.*

Demands and Needs

This product meets the demands and needs of those who wish to ensure that they receive assistance towards payment of their mortgage repayments and other monthly outgoings in the event of accident, sickness or unemployment throughout the duration of the policy.

Important

This policy including the policy summary contains full details of the insurance cover. Please read it carefully in conjunction with the schedule of insurance within 30 days of the start date to ensure that the cover is suitable for your requirements. The schedule of insurance, this policy and any endorsements the insurer issue to you in connection with this policy should be read as one contract.

Should you wish to cancel this policy, you may do so within 30 days of the start date shown on your schedule of insurance and any premium you have paid will be refunded to you. Page 27 provides full details of your cancellation rights.

If you should have any questions about the cover provided by this policy, please contact us on 01229 824560. All calls may be monitored or recorded.

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Section 2 – Furness Mortgage Payment Protection

This policy summary does not contain full details and conditions of your insurance – these are located in your policy wording.

Where a heading is underlined in this policy summary full details can be found in your policy booklet under the same heading.

It is essential that you refer to the important exclusions relating to medical conditions and voluntary unemployment which appear in the Significant or Unusual Exclusions or Limitations section of this policy summary.

This policy is underwritten by AXA Insurance UK plc which is authorised and regulated by the Financial Services Authority.

Type of Insurance and cover

Mortgage Payment Protection Insurance for people with mortgages.

This insurance provides financial benefit (monthly benefit) against your monthly mortgage payment in the event of unemployment and/or disability (accident and sickness). Your schedule of insurance will show which option or combination of options you have selected.

If single cover is selected you will be covered for 100% of the monthly benefit. If split cover is selected each person will be covered for a proportion of the monthly benefit. Please refer to the policy wording for definitions of single and split cover.

The Eligibility Requirements of the Policy

You are eligible for cover under the policy if at the start date you satisfy all of the following:

- you are at least 18 and under 65 years of age; and
- you are permanently resident in the United Kingdom (including the

Channel Islands and the Isle of Man); and

- you are employed or self-employed in a business that is situated in the United Kingdom (including the Channel Islands and the Isle of Man); and
- you are taking out the policy to protect the payments you make on a residential mortgage for the property you live in and you are personally named on the mortgage agreement (other than as a guarantor).
- you work for a minimum of 16 hours per week

You are not eligible for cover under the policy if at the start date any of the following apply to you:

- you are aware of any circumstances that could result in you making a claim for unemployment benefits under the policy; or
- your work is of a casual, temporary or seasonal nature (including any work for a temporary employment agency); or

- you are in any kind of work where unemployment is a regular or reoccurring feature of your particular job; or
- you are currently unable to attend your work due to a disability (except for maternity leave).

The insurer will consider you to be self-employed if you are actively working alone or in association with others and classed as schedule D for income tax purposes and you are required to make Class 2 national insurance contributions. You will also be classed as being self-employed if you fall into one of the following categories:

- You are a proprietor.
- You are a controlling director.
- You are a relative of either a proprietor or a controlling director who is working in the same business as you.

The insurer will consider you to be employed if you are working for a salary under:-

- a permanent contract of employment which has no expressed or implied termination date other than retirement; or
- a fixed term contract;

in the United Kingdom, Channel Islands or Isle of Man and paying Class 1 National Insurance contributions.

Please refer to Section 3 – Definitions of the policy wording for the full meaning of 'self-employed', 'employed' and 'regular fixed term contract'

Features and Benefits

Unemployment Cover

- If you are made unemployed and the unemployment lasts for a period in excess of 30 days the insurer will pay monthly benefit up to a maximum equivalent to 12 times the monthly benefit applicable to you.

Accident and Sickness Cover

- If due to accident or sickness certified by a medical practitioner you are prevented from working for a period in excess of 30 days the insurer will pay monthly benefit up to a maximum equivalent to 12 times the monthly benefit applicable to you.

Payment of Benefit

- Providing the insurer has received all the information needed to validate your claim your first monthly benefit will be paid on the 31st day, and thereafter monthly in arrears, at a rate of 1/30th of the benefit amount for each further day of unemployment, accident or sickness for up to a maximum of 12 months or until you return to work, whichever occurs sooner.

Significant or Unusual Exclusions or Limitations

- The maximum amount the insurer will pay is shown on your schedule of insurance, although cover is subject to an overall maximum monthly payment of £2,000 or 65% of your normal income (as defined) whichever is the lower. For further information please refer to the definition of 'Monthly Benefit' under Section 3 - Definitions of the policy wording.
- Any claim for unemployment or accident or sickness lasting for less than 30 days is not covered.
- Cover ends and no claims are payable once you have reached the age of 65 years (or you retire from your employment) or the date on which your mortgage comes to an end. For further information please refer to Section 14 - When Cover Under the Policy Will Terminate (the End Date) of the policy wording.

Exclusions under Unemployment Cover:

The insurer will not pay any unemployment claim, if any of the following should apply:

- you knew before the start date of any circumstances that could lead to you making a claim under this policy or, in the insurer's reasonable opinion, you should have known.
- you are an existing borrower and your unemployment occurs within 90 days of the start date or, you are told within 90 days of the start date about unemployment even if your unemployment does not occur until after the exclusion period has ended.
- you were not in employment or self-employment for 6 consecutive months immediately before your first claim for unemployment. This is waived if you were in employment or self-employment for 6 consecutive months immediately before the start date.
- you are receiving payment in lieu of notice (as defined within Section 3 - Definitions of the policy wording).
- your unemployment occurs because you resign or accept voluntary unemployment. This includes any voluntary arrangement you agree with your employer as part of a compromise agreement. This is waived if:
 - i) your unemployment is solely and directly as a result of you becoming a carer but subject to you not being aware at the start date that you becoming a carer was likely to happen; or
 - ii) your voluntary redundancy is claimed under Section 147 or section 148 of the 1996 Employment Rights Act due to short time working.

- your work is of a casual, temporary or seasonal nature, or you are working for a temporary employment agency.
- you are self-employed and have not ceased to trade.
- your unemployment is brought about by the expiry of a fixed-term contract, or is for any period beyond the natural expiry date of a fixed-term contract unless that contract is 12 months in duration with the same employer and has been renewed at least once, for a continuous period of at least 24 months or is a fixed-term contract to which you were transferred following a period of employment with the same employer without any break between contracts.
- you are not registered as unemployed and actively seeking re-employment.

Exclusions under Accident and Sickness Cover

We will not pay for any claim which is or occurs, as a consequence of, or resulting in, the following:

- any medical condition, injury, illness, disease, sickness or related medical condition and/or associated symptoms whether diagnosed or not, which you have seen or arranged to see a doctor about in the 12 month period immediately before the start date and which reoccurs within 24 months after the start date.
- arising from stress, anxiety or depression or any other nervous disorder. This is waived if a suitably qualified consultant certifies that the condition prevents you from working.
- A chronic condition that you knew about at the start date whether requiring medical attention at that time or not. A chronic condition

means any condition, injury, illness, disease, sickness or related condition that has at least one of the following characteristics:

- continues indefinitely; or
 - is constant and controlled rather than cured; or
 - has symptoms that recur and have required consultation, treatment, advice or care in the past; or
 - requires long term monitoring, treatment, consultation, check ups, examinations or tests.
- any backache or any other back related condition if there is no physical or radiological evidence of a medical abnormality. This is waived if a suitably qualified consultant certifies that the condition prevents you from working.
 - any self-inflicted injury or the taking of alcohol or drugs unless under the specific direction of a doctor and not for the treatment of drug addiction.

Duration

A period of one month from the start date. It shall be renewed automatically every month for which the premium is received and accepted by the insurer, until cover ends, as described in Section 14 – When Cover Under the Policy Will Terminate of the Policy Wording

Cancellation Period

You are free to cancel this policy at anytime. To do so you must write to Furness Building Society at; 51-55 Duke Street, Barrow-in-Furness, Cumbria, LA14 1RT. If you cancel within 30 days of the start date, any premium you have paid shall be

refunded. The insurer will not refund any premium if you cancel your cover more than 30 days after the start date.

Claim Notification

To register a claim contact the Claims Department at AXA Insurance UK plc, phone 0870 609 1569.

Complaints Procedure – Making Yourself Heard

Any complaint you may have should in the first instance be addressed to the claim office or helpline as applicable. If you are not satisfied with the way in which your complaint has been dealt with, you should write to The Customer Care Department of AXA Insurance.

If the complaint is still not resolved, you can approach The Financial Ombudsman Service. Referral to the Financial Ombudsman will not affect your right to take legal action. Full details of addresses and contact numbers can be found within Section 15 – Complaints Procedure – Making Yourself Heard of the Policy Wording.

Financial Services Compensation Scheme (FSCS)

AXA Insurance is covered by the FSCS, which is triggered when an authorised firm goes out of business. In this unlikely event you may be entitled to compensation from the Scheme. Compensation under the Scheme for:

- Compulsory insurance is covered in full.
- Non-compulsory insurance is protected in full for the first £2,000 and 90% of any amount above this threshold.

Full details are available at www.FSCS.org.uk

Section 3 – Definitions

*The special words used in this **policy** are shown in bold type with their meanings alongside them. Wherever these words appear in bold throughout the **policy**, they will have the meanings given below.*

Benefits office

means an employment services job centre (or equivalent) in the **United Kingdom**.

Benefit split

means **single cover** or **split cover**.

The **benefit split you** have selected is shown on **your schedule of insurance**.

Business

means a company, profession, trade or industry registered in the **United Kingdom**.

Carer

means **you** being required to care for a member of **your** immediate family and being in receipt of a carer's allowance from the Department for Work and Pensions.

Ceased to trade

means the **business** has permanently stopped trading, been wound up or put into the hands of a registered insolvency practitioner or, if the **business** is a partnership, the partnership has been permanently dissolved. If **you** are **self-employed**, **you** must have provided accounts to cessation and **your** last tax return must have been placed with the tax office. This does not include temporary cessation.

Chronic condition

means any condition, injury, illness, disease, sickness or related condition that has at least one of the following characteristics:

- continues indefinitely; or

- is constant and controlled rather than cured; or
- has symptoms that recur and have required consultation, treatment, advice or care in the past; or
- requires long term monitoring, treatment, consultation, check ups, examinations or tests.

Consultant

means a suitably qualified independent medical specialist who is working at a recognised hospital in the **United Kingdom**. It does not include **you** or any of **your relatives**.

Controlling director

means **you** own more than 25% of the issued shares in the **business you** work for.

Disability

means an accidental bodily injury or medical condition that solely and independently of any other cause stops **you** from doing **your** normal work, and any other job that **you** are reasonably able to do given **your** experience, education and/or training. This must be confirmed by a **medical practitioner**.

Disabled

means suffering from a **disability**.

Doctor

means an independent general practitioner who is registered with the General Medical Council and working in the **United Kingdom**. It does not include **you** or any of **your relatives**.

Employed

means being in **employment**

Employment

means working for a salary under:-

- a permanent contract of employment which has no expressed or implied termination date other than retirement; or
- a fixed term contract;

in the United Kingdom, Channel Islands or Isle of Man and paying Class 1 National Insurance contributions.

Important note on fixed term contracts

If **you** work on a **regular fixed-term contract**, **you** will receive full entitlement to claim benefits under the **policy**.

If **you** work on a fixed term contract basis, which does not meet the criteria of a **regular fixed-term contract**, **you** are not insured against non-renewal of **your** contract and entitlement to **monthly benefit** will end on the date that **your** contract was originally intended to terminate.

End date

means the date on which **your** cover under the **policy** ends as detailed in Section 14 - When Cover Under the Policy Will Terminate (the End Date).

Exclusion period

means the first 90 days immediately after the **start date**. If **you** are an **existing borrower**, **you** will not be able to make any claim for **unemployment** during this period.

Existing borrower

means **your mortgage** has been in force for more than 30 days on the **start date**.

Insurer/insurer's

means AXA Insurance UK plc. Registered no. 78950. Registered address 5 Old Broad Street, London EC2N 1AD. AXA Insurance UK plc is authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Medical practitioner

means the **doctor** or **consultant** who is treating **you** for **your disability**.

Monthly benefit

means whichever one of the following is detailed on **your schedule of insurance** subject to a maximum amount of £2,000 in total:

- If **your schedule of insurance** shows that **you** have chosen **single cover**, it is **your mortgage payment** due to **us**; or
- If **your schedule of insurance** shows that **you** have chosen **split cover**, it is **your mortgage payment** due to **us**. The proportion of the **monthly benefit** applicable to **you** in the event of a claim will be calculated by applying the percentage of the sum of the **normal income** of both **insured persons** that **your normal income** represents immediately prior to the event that gives rise to the claim.

The amount of **monthly benefit** in respect of any one **insured person** must not exceed 65% of that **insured person's normal income**.

Mortgage

means the secured loan **you** have taken out with **us** to purchase the private residential property **you** live in.

Mortgage payment

means the normal monthly repayment **you** make to **us** for **your mortgage**.

Normal income

means one of the following:

- **Employed** – the average gross monthly income **you** have received during the past 12 months.
- **Self-employed** – the monthly average of the annual income **you** declared to the Inland Revenue on **your** self-assessment return for the previous tax year.

Payment in lieu of notice

means one of the following:

- Any payment **you** receive that relates to the notice period **you** should have served under **your** contract of **employment**; or
- Any part of a compensation payment for loss of office (including any part of a payment under a compromise agreement) that relates to the notice period **you** should have served under **your** contract of **employment**.

Period of claim

means any separate period of **unemployment** or **disability** for which **you** are receiving **monthly benefit** payments.

Policy

means the specific type and level of insurance the **insurer** provides under the terms, conditions and exclusions detailed in this document together with **your schedule of insurance** and any endorsements to this **policy**.

Pre-existing condition

means any medical condition, injury, illness, disease, sickness or related medical condition and/or associated symptoms whether diagnosed or not, which **you** have seen or arranged to see a **doctor** about in the 12 month period immediately before the **start date** and which re-occurs within 24 months after the **start date**.

Premium

means the monthly amount **you** must pay for **your** cover under the **policy**.

Proprietor

means **you** own (alone or with others - except as a shareholder), the **business you** work for.

Regular fixed-term contract

means any one of the following:

- a contract of at least 12 months duration with the same employer that has been renewed at least once; or
- a contract with the same employer for a continuous period of at least 24 months; or
- a fixed-term contract to which **you** were transferred from a permanent contract of employment with the same employer with no break between contracts.

Relative/relatives

means **your** spouse, partner or any immediate family member who is directly related to **you** by blood, marriage, or law.

Schedule of Insurance

means the document **we** send **you** that forms part of this **policy** that confirms the cover **you** hold under the **policy**.

Self-employed or Self-employment

means **you** are actively working alone or in association with others and classed as schedule D for income tax purposes and **you** are required to make Class 2 national insurance contributions.

You will also be classed as being **self-employed** if **you** fall into one of the following categories:

- **You** are a **proprietor**.
- **You** are a **controlling director**.

- **You** are a **relative** of either a **proprietor** or a **controlling director** who is working in the same **business** as **you**.

Single cover

means **you** are the only person named on the **schedule of insurance** and **you** alone are insured for 100% of the **monthly benefit**.

Split cover

means two people are named on the **schedule of insurance** and both of **you** are insured for a percentage of the **monthly benefit**.

Start date

means the date **your** insurance cover under the **policy** begins. The **start date** is shown on **your schedule of insurance**.

Type of cover

means whichever one of the following options **you** have selected as shown on **your schedule of insurance**:

- Accident, Sickness and Unemployment cover.
- Unemployment only cover.
- Accident and Sickness only cover.

Unemployed

means in a state of **unemployment**.

Unemployment

means being all of the following:

- entirely without work and registered as such with the **benefits office** due to one of the following reasons:

- if **you** were **employed** – **your** employer has totally and permanently terminated **your** job due to circumstances that are entirely beyond **your** control;

or

- if **you** were **self-employed** - the **business you** work for has totally and permanently **ceased to trade** due to circumstances that are entirely beyond **your** control, or the control of any co-director or partner in the **business**; and

- in receipt of national insurance contribution credits; and
- available for and actively seeking **employment** or **self-employment**.

United Kingdom

means Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

We, us and our

means Furness Building Society.

You, your and insured person

means the person or persons named on the **schedule of insurance**.

Section 4 – The Type of Cover the Policy Provides

You can take out cover for Accident, Sickness and Unemployment or **you** can take out Unemployment only cover or Accident and Sickness only cover. **Your schedule of insurance** will show which option **you** have chosen. If **you** have selected Unemployment only cover or Accident and Sickness only cover, **you** should be aware of the following points:

- If **you** take out Unemployment only cover, **you** will not be able to claim for any **disability**. If **you** suffer a **disability** during a period of **unemployment**, **your monthly benefit** payments will be suspended until **you** are able to actively continue seeking **employment** or **self-employment**.
- If **you** take out Accident and Sickness only cover, **you** will not be able to claim for **unemployment**. If **you** become **unemployed** during a period of **disability**, **you** will only continue to receive **monthly benefit** payments while **you** remain **disabled**.

Section 5 – The Eligibility Requirements of the Policy

You are **eligible for cover** under the **policy** if at the **start date** **you** satisfy all of the following:

- **you** are at least 18 and under 65 years of age; and
- **you** are permanently resident in the **United Kingdom**; and
- **you** are **employed** or **self-employed** in a **business** that is situated in the **United Kingdom**; and
- **you** are taking out the **policy** to protect the payments **you** make on a residential **mortgage** for the property **you** live in and **you** are personally named on the **mortgage** agreement (other than as a guarantor); and
- **you** work for a minimum of 16 hours per week.

You are not **eligible for cover** under the **policy** if at the **start date** any of the following apply to **you**:

- **you** are aware of any circumstances that could result in **you** making a claim for **unemployment** benefits under the **policy**; or
- **your** work is of a casual, temporary or seasonal nature

- (including any work for a temporary employment agency); or
- **you** are in any kind of work where **unemployment** is a regular or re-occurring feature of **your** particular job; or
- **you** are currently unable to attend **your** work due to a **disability** (except for maternity leave).

Important Notes on Limitations that may affect your ability to claim

There are certain circumstances where **your** ability to claim may be limited. For **your** ease **we** have highlighted these sections below.

Unemployment Qualification Period

If **you** are an **existing borrower** and **your unemployment** occurs within the **exclusion period** or **you** are notified that **you** will become **unemployed** within the **exclusion period** the **insurer** will not pay any claim for that period of **unemployment**. (Please refer to **Section 9 - Unemployment Cover, What is Not Covered** and the meaning of '**Exclusion period**' and '**Existing borrower**' in **Section 3 – Definitions**.)

Fixed-Term Contract Workers

If **you** are on a **regular fixed-term contract** **you** will be treated as being in permanent employment.

If **you** are on a fixed-term contract which does not meet the definition of a **regular fixed-term contract** **you** will not be covered for non-renewal of **your** contract and benefit in respect of **unemployment** will only be payable up until the original intended expiry date of **your** contract if it is terminated early.

If **you** are on a fixed-term contract which does not meet the criteria of a **regular fixed-term contract** but which subsequently meets this criteria, **you** will be treated as being in permanent employment if a claim occurs after the criteria has been met. (Please refer to **Section 9 - Unemployment Cover** and the meaning of '**Regular fixed-term contract**' in **Section 3 - Definitions**.)

Self-Employed

If **you** are **self-employed** **your business** must have **ceased to trade** before **you** will be entitled to claim Unemployment benefit. (Please refer to the meaning of '**Ceased to trade**' in **Section 3 – Definitions**.)

Pre-Existing Conditions and Chronic Conditions

If at the **start date**, **you** are aware of an existing medical condition whether diagnosed or not **you** may not be able to claim for that condition. (Please refer to **Section 10 – Accident & Sickness Cover, What is Not Covered** and the meaning of '**Pre-existing condition**' and '**Chronic condition**' in **Section 3 – Definitions**.)

Section 6 – Transferring Cover from Another Insurer

If **you** transfer **your** mortgage payment protection insurance cover from another insurer, the **exclusion period** will be waived provided that **your** previous insurance has been in force for at least six months and **you** have never made a claim under **your** previous insurance.

Section 7 – Making Sure Your Mortgage Remains Protected

Monthly Benefit

Your monthly benefit and **premium** automatically increases or decreases in line with the effects of interest rate changes on **your mortgage payment**.

Changes to Insured Persons

Adding or removing an **insured person** can only be performed with the express written consent of all **insured persons**. No claims will be payable for **unemployment** that **you** (the **insured person** that has been added to the **policy**) knew about at the time of being added to the **policy** or that **you** are notified of within 90 days after being added to the **policy**.

Section 8 – The Payment of Premiums

Premium is collected monthly in advance by **us** in conjunction with **your mortgage payment**. If **you** make a claim under the **policy**, **you** must continue to pay **your premium** as it falls due. The **insurer** will increase **your monthly benefit** to reimburse any **premium you** have paid during a **period of claim**.

The **premium** includes Insurance Premium Tax at the current rate. The **insurer** can change **your premium** by giving **you** 30 days notice in writing. If the **insurer** is required by law to increase the level of Insurance Premium Tax or to make any other charges, the **insurer** will increase **your premium** from the date any such charges are implemented.

Section 9 - Unemployment Cover

Your schedule of insurance will show if you have selected this cover.

What is Covered	What is Not Covered
<p>If you become unemployed (including if this is in order for you to become a carer) after the start date and before the end date and your unemployment lasts for at least 30 consecutive days, the insurer will pay the following:</p> <ul style="list-style-type: none"> On the 31st day of your unemployment, the amount of monthly benefit applicable to you; and Each 30 days thereafter, 1/30th of the monthly benefit applicable to you for each further day that you remain unemployed. <p>The insurer will consider the first day of your unemployment to be the date on which you are first registered at a benefits office as being unemployed and available for work (unless you are exempt).</p> <p>If you are receiving payment in lieu of notice, the insurer will pay your first monthly benefit on the 31st day after your payment in lieu of notice has ended.</p> <p>Your claim will continue until the earliest of the following occurs:-</p>	<p>The insurer will not pay your claim, if any of the following should apply.</p> <ol style="list-style-type: none"> You knew before the start date of any circumstances that could lead to you making a claim under this policy or, in the insurer's reasonable opinion, you should have known. You are an existing borrower and your unemployment occurs within the exclusion period or, you are told within the exclusion period about unemployment even if your unemployment does not occur until after the exclusion period has ended. Unemployment is a regular feature of your particular job. You were not in employment or self-employment for 6 consecutive months immediately before your first claim for unemployment. This is waived if you were in employment or self-employment for 6 consecutive months immediately before the start date.

What is Covered	What is Not Covered
<ul style="list-style-type: none"> • the insurer has paid an amount equivalent to 12 times the monthly benefit applicable to you; or • you return to employment or self-employment; or • if you were on a fixed-term contract that was not a regular fixed-term contract, the date on which your contract would have expired had it continued for the period originally intended; or. • the end date 	<p>5) Your work is of a casual, temporary or seasonal nature, or you are working for a temporary employment agency.</p> <p>6) Your unemployment occurs because:</p> <p>i) you resign or accept voluntary unemployment. This includes any voluntary arrangement you agree with your employer as part of a compromise agreement.</p> <p>This is waived if:</p> <ul style="list-style-type: none"> • your unemployment is solely and directly as a result of you becoming a carer but subject to you not being aware at the start date that you becoming a carer was likely to happen; or • your voluntary redundancy is claimed under Section 147 or Section 148 of the 1996 Employment Rights Act due to short time working; <p>ii) you retire or take early retirement in lieu of unemployment;</p> <p>iii) your employer takes disciplinary action against you as a result of your misconduct, fraud, dishonesty or breach of contract;</p> <p>iv) you fail to meet any of the performance standards or targets laid down by your employer;</p>

What is Covered	What is Not Covered
	<ul style="list-style-type: none"> v) you participate in any industrial action; or vi) your apprenticeship or training contract comes to an end vii) it is brought about by the expiry of a fixed term contract, or is for any period beyond the natural expiry date of a fixed-term contract, unless it is a regular fixed-term contract. 7) Your unemployment occurs as a result of any civil unrest, war, radioactive contamination or any other related event. 8) Your unemployment occurs while you are working away from the United Kingdom for more than 90 days in a row. This is waived: <ul style="list-style-type: none"> i) if you work for the British Armed Forces or as a Civil Servant in a British Embassy or Consulate; or ii) if, after the start date, you are required by your employer to work at another location within the European Union. 9) You are receiving payment in lieu of notice. 10) You are doing any job (either employed or self-employed) for any form of payment or reward. 11) Your unemployment occurs as a result of a disability. 12) You are self-employed and have not ceased to trade.

Section 10 – Accident and Sickness Cover

Your schedule of insurance will show if you have selected this cover.

What is Covered	What is Not Covered
<p>If you become disabled after the start date and before the end date and your disability lasts for at least 30 consecutive days, the insurer will pay the following:</p> <ul style="list-style-type: none"> • On the 31st day of your disability, the amount of monthly benefit applicable to you; and • Each 30 days thereafter, 1/30th of the monthly benefit applicable to you for each further day that you remain disabled. <p>The insurer will consider the first day of your disability to be the date on which a medical practitioner first certifies that you are unable to work.</p> <p>Your claim will continue until the earliest of the following occurs:-</p> <ul style="list-style-type: none"> • The insurer has paid an amount equivalent to 12 times the monthly benefit applicable to you; or • You return to work; or • You are no longer disabled; or • The end date. 	<p>The insurer will not pay your claim, if any of the following should apply.</p> <ol style="list-style-type: none"> 1) You knew before the start date of any circumstances that could lead to you making a claim under this policy or, in the insurer's reasonable opinion, you should have known. 2) Your disability is caused by; <ul style="list-style-type: none"> • a self-inflicted injury or, • the taking of alcohol or the taking of drugs unless under the specific direction of a doctor and not for the treatment of drug addiction • or you fail to follow any medical advice. 3) Your disability is caused by stress, anxiety, depression or any other nervous disorder. This is waived if a suitably qualified consultant certifies that the condition prevents you from working. 4) Your disability is caused by any pre-existing condition. 5) Your disability results from a chronic condition that you knew about at the start date whether requiring medical attention at that time or not.

What is Covered	What is Not Covered
	<p>6) Your disability is caused by backache or any other back related condition if there is no physical or radiological evidence of a medical abnormality. This is waived if a suitably qualified consultant certifies that the condition prevents you from working.</p> <p>7) Your disability arises from any operation or treatment that is not medically necessary (including cosmetic or beauty treatment).</p> <p>8) You are doing any job for payment or reward or, you are receiving any form of payment or reward for managing or carrying out any part of the day to day running of the business you work for.</p> <p>9) Your disability is caused by any of the unemployment exclusions.</p>

Section 11 – General Conditions for Making a Claim

You must comply with the following conditions to have the full protection of your policy. If you do not comply with them the insurer may at its option cancel the policy or refuse to deal with your claim or reduce the amount of any claim payment.

- 1) You must tell the **insurer** about **your** claim as soon as possible.
- 2) The **policy** only pays out if:
 - the event that brought about **your** claim occurs between the **start date** and the **end date**; and
 - **you** were actively **employed** or **self-employed** when the event that brought about **your** claim occurred; and
 - **you** have paid all **your** **premiums**; and
 - **you** give the **insurer** all the evidence they need to check **your** claim.
- 3) **You** cannot make a claim for both **unemployment** and **disability** benefits at the same time.
- 4) **You** cannot alter **your** cover during a **period of claim**.
- 5) The **insurer** will only pay for a claim arising from the specific **type of cover** **you** have selected.
- 6) The **insurer** will reduce **your** **monthly benefit** if it is more than 65% of **your** **normal income**.
- 7) **You** can transfer a claim between **unemployment** and **disability** (or vice versa). If **you** do this, the **insurer** will treat this as once combined claim and in total will not pay more than an amount equivalent to 12 **monthly benefit** payments for that **period of claim**.
- 8) **You** can make a completely new claim as long as **you** have returned to work for at least 90 days in a row.
- 9) Two **periods of claim** separated by less than 90 days continuous work are treated as the same **period of claim** and **you** will only be entitled to receive the balance of any **monthly benefit** payments that are left over from the previous **period of claim**. This period is reduced to 30 days continuous work for any claim that arises from a medical condition that is not related to the **disability** that brought about the previous claim.
- 10) **You** must not act in a fraudulent manner.
If **you** or anyone acting for **you**

- make a claim under the **policy** knowing the claim to be false or fraudulently exaggerated in any respect; or
- make a statement in support of a claim knowing the statement to be false in any respect; or
- submit a document in support of a claim knowing the document to be forged or false in any respect; or
- make a claim in respect of any loss or damage caused by **your** wilful act or with **your** connivance;

Then the **insurer**:

- shall not pay the claim;
- shall not pay any other claim which has been or will be made under the **policy**;
- may at its option declare the **policy** void;
- shall be entitled to recover from **you** the amount of any claim already paid under the **policy**;
- shall not make any return of **premium**;
- may inform the police of the circumstances.

11) If **you** are making a claim for **unemployment** and **you** are offered a temporary job, **you** can suspend **your** claim provided that:

- **you** tell the **insurer** in advance, who **you** will be working for;
- **your** temporary job lasts for at least one week and for no longer than six months in a row; and
- **you** do not have more than three separate temporary jobs during any one **period of claim**.

The periods of **unemployment** before and after the temporary work will be treated as one continuous claim and **monthly benefit** will continue until the **insurer** has paid an amount equivalent to 12 times the **monthly benefit** applicable to **you**.

12) **You** must attend an independent medical examination if the **insurer** believes it is necessary to check the validity of **your** claim (the **insurer** will pay the cost of the examination). If **you** refuse to attend a medical examination and **you** do not provide the **insurer** with a satisfactory reason, then they will not pay any **monthly benefit**.

- 13) If **you** decide to seek work in another member state of the EEA, the **insurer** will continue to handle **your** claim for up to 90 days provided **you** have made arrangements with the Employment Service to register as **unemployed** in the country **you** are going to and provide the **insurer** with a copy of **your** E303/3 form and evidence of continued **unemployment**.
- 14) If **your** claim is as a result of voluntary redundancy claimed under Section 147 or section 148 of the 1996 Employment Rights Act, **you** will be required to produce documentation to confirm the redundancy is within the terms of this Act.
- 15) The **insurer** may contact any other person or organisation that they consider necessary to assist in checking **your** claim and **you** must provide the **insurer** with a signed authority to obtain this information.
- 16) The **insurer** may ask to see **your** personal bank or financial statements.
- 17) The **insurer** may arrange an interview with **you** to help **you** look for work.
- 18) The **insurer** will only make **monthly benefit** payments when they receive satisfactory evidence of **your** entitlement to claim. If **you** delay sending the **insurer** a completed claim form or any other evidence they need, **your** claim could take longer to check. This may lead to the **insurer** paying the **monthly benefit** late, or if the delay prejudices the **insurers** ability to verify the claim not paying the **monthly benefit** at all.

Section 12 – What to Do if You Have to Make a Claim

If **you** want to make a claim under the **policy**, **you** should contact:

Creditor Claims Team
AXA Insurance UK plc
Civic Drive
Ipswich
IP1 2AN

Phone: 0870 609 1569
Fax: 01473 202390

Telephone calls may be monitored or recorded to help the **insurer** maintain a quality service.

The **insurer** will send **you** a claim form, which **you** must fill in and return as soon as possible together with any further evidence the **insurer** may require. **You** will also need to provide the **insurer** with the following information:

- **Unemployment**

Continuing evidence that **you** are registered with a **benefits office** as being **unemployed** and available for work (unless exempt). The **insurer** will also require proof that **you** are still actively looking for work.

- **Disability**

Continuing evidence that **you** are **disabled** and under the care and attendance of a **medical practitioner**. The **insurer** will also require proof that **you** are not receiving any form of payment or reward (other than **your** normal or statutory sick pay).

Section 13 – General Conditions that Apply to the Policy

*You must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply with them the **insurer** may at its option cancel the **policy** or refuse to deal with **your claim** or reduce the amount of any claim payment.*

- 1) **You** and the **insurer** are free to choose the laws applicable to the **policy**. As the **insurer** is based in England, the **insurer** proposes to apply the laws of England and Wales and by purchasing this **policy you** have agreed to this.
- 2) The **policy** will not have any cash-in or surrender value.
- 3) The **insurer** reserves the right to alter the cover provided and/or to alter the rates of **premium** charged at any time. The **insurer** will give at least 30 days written notice to **you** at **your** last known address before any alteration or amendment takes place.
- 4) The **insurer** will pay the **monthly benefit** to **us** to credit **your mortgage** account (unless **you** and the **insurer** have agreed anything different and this is confirmed by **us** in writing).
- 5) The **insurer** will deduct from **your monthly benefit**, any amounts that they are required to deduct by law.
- 6) The **insurer** must be notified of any changes in **your** circumstances which may affect the cover available to **you** under this **policy**, such as
 - **you** reside or work outside the **United Kingdom**;
 - **you** no longer work;
 - **you** change from **employed** to **self-employed** (or vice versa);
 - **you** start to work on a fixed-term contract basis;
 - **you** start to work for less than 16 hours a week;
 - **you** no longer live in the property named on **your schedule of insurance**;
 - **you** change the people named on **your mortgage** agreement;
 - **your mortgage** comes to an end;

Cancellation Rights Under the Policy

You can cancel **your** cover by writing to **us** and **your** cover will end on the date **we** receive **your** written request. On receipt of **your** request **we** shall confirm to **you** in writing of this cancellation. If **you** wish to cancel **your policy**, **you** should write to **us** at:

Furness Building Society
51-55 Duke Street
Barrow-in-Furness
Cumbria
LA14 1RT

Statutory Cancellation Rights

If **you** cancel **your** cover within 30 days of the **start date**, any **premium** **you** have paid will be refunded

Cancellation outside the Statutory Period

The **insurer** will not refund any **premium** if **you** cancel **your** cover more than 30 days after the **start date**.

The **insurer** reserves the right to cancel **your policy**. If they decide to do so they will send **you** 90 days written notice. This will not affect **your** right to receive claim benefits for any event that occurred before the cancellation date.

The **insurer** reserves the right to cancel this **policy** on the date **your premium** is more than 30 days overdue.

Section 14 – When Cover Under the Policy Will Terminate (the End Date)

This **policy** is for a period of one month from the **start date**. It shall be renewed automatically every month for which the **premium** is received and accepted by the **insurer**. Cover will in any event end on the earliest of the following;

- the date on which **you** die;
- the date on which **you** retire from **your employment** or reach the age of 65;
- the date on which **your mortgage** comes to an end (unless the **insurer** has agreed to transfer **your** cover);
- the date on which **your** home becomes the subject of repossession proceedings in a county court or high court;
- the date on which **you** or the **insurer** cancel **your** cover.

Section 15 – Complaints Procedure – Making Yourself Heard

*If **you** have cause for complaint, it is important **you** know **we** are committed to providing **you** with an exceptional level of service and customer care.*

***We** realise that things can go wrong and there may be occasions when **you** feel that **we** have not provided the service **you** expected. When this happens, **we** want to hear about it so **we** can try to put things right.*

Who to contact

The most important factors in getting **your** complaint dealt with as quickly and efficiently as possible are:

- to be sure **you** are talking to the right person, and;
- that **you** are giving them the right information.

So **we** begin by establishing **your** first point of contact.

Step One – Initiating your complaint

Does **your** complaint relate to:

A: **your policy**

B: a claim on **your policy**

If A, **you** need to contact

Furness Building Society
51-55 Duke Street
Barrow-in-Furness
Cumbria
LA14 1RT

Telephone: 01229 824560

Fax: 01229 837043

If B, **you** need to contact

Creditor Claims Department
AXA Insurance UK plc
Civic Drive
Ipswich
IP1 2AN

Telephone: 0870 609 1569

We expect that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if **you** are not satisfied, **you** can take the issue further.

Step Two – Contacting AXA Insurance Head Office

If **you** complaint is one of the few that cannot be resolved by this stage, write to the Head of Customer Care at AXA Insurance who will arrange for an investigation on behalf of the Chief Executive.

Head of Customer Care
AXA Insurance UK plc
Civic Drive
Ipswich
IP1 2AN

Telephone: 01473 205926.
Fax: 01473 205101

Or **you** may use email:
customer care@axa-insurance.co.uk

Step Three – Beyond AXA

If the **insurer** has given **you** their final response and **you** are still not satisfied, **you** may refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after the **insurer** has provided **you** with written confirmation that its internal complaints procedure has been exhausted. The FOS can be contacted at:

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

Telephone: 0845 080 1800
Fax: 020 7964 1001

Please note **you** have 6 months from the date of the **insurer's** final response in which to refer **your** complaint to the FOS. Referral to the FOS will not affect any right of legal action **you** may have under the **policy**.

[Notes

AXA is a world leader in wealth management and financial protection. We operate in over 50 countries and serve more than 67 million customers worldwide. We cater to a wide range of needs, providing advice and guidance to our individual and corporate customers on a variety of financial products and services. In addition to Business, Motor and Home Insurance we also offer Investments, Life Assurance, Retirement Planning, Long Term Care, Asset Management, Medical Insurance and Dental Payment Plans.

With our expertise and commitment to customer service and consistent quality care, you can rely on AXA for lasting security.

Ask Furness Building Society about other general insurance products that we can offer

www.axa.co.uk



Furness Building Society is authorised and regulated by the Financial Services Authority and is entered in its Register under number 159624.
Head Office: 51-55 Duke Street, Barrow-in-Furness, Cumbria, LA14 1RT.

The underwriter for this policy is:



AXA Insurance UK plc

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