

Life Stages Repayments Cover

July 2009

Policy Conditions

Welcome

Thank **you** for choosing Life Stages Repayments Cover.

Our aim is to combine value for money with peace of mind to make insurance straightforward for **you**. This booklet, **your policy schedule** and any changes to them set out the details of **your policy**. Please read these documents and keep them in a safe place.

Your policy is underwritten by Halifax Insurance Ireland Limited.

We will provide **you** with disability, unemployment and carer cover to protect lifestyle related expenses and other financial commitments as long as **you** are aged 18 years or over and under 65 and in **work**.

If **you** are not satisfied with **your policy** and want to cancel it, please contact **us** within 30 days of the **start date**. **We** will cancel **your policy** from the **start date** and refund any **premium you** have paid or been charged as long as **you** have not made a claim.

Your policy is renewed monthly. After the first 30 days **you** or **we** can cancel **your policy** by giving 30 days' notice to the other. **We** will pay any valid claim **we** receive before the end of the notice period.

We can change the terms of **your policy** (including the **premium**) by giving **you** 30 days' notice in writing. If **you** are not happy with the change, **you** may cancel **your policy** by giving **us** notice in writing at any time before the change takes effect.

Words in bold type are defined in Section 1.

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Words with special meanings

Wherever the following words appear in bold they will have the following meanings:

<p>Back specialist</p>	<p>A back specialist is a doctor whose practice is limited to specialising in the treatment of conditions affecting the back or spine or musculoskeletal problems and who is an Orthopaedic Surgeon, Rheumatologist, Pain Clinic Physician or Neurosurgeon.</p>
<p>Carer</p>	<p>You are a carer when:</p> <ul style="list-style-type: none"> • you are entirely without work as a result of your resigning from work or taking a temporary period of unpaid leave of absence from work solely due to the need to care for a relative; and • you are in receipt of Carer Allowance (or any replacement benefit) or if not eligible you are able to demonstrate that you have given up full time work to care for your relative.
<p>Chronic condition(s)</p>	<p>A chronic condition(s) is any medical condition or associated symptoms about which you knew or should reasonably have known at the start date, which have at least one of the following characteristics:</p> <ul style="list-style-type: none"> • It continues indefinitely; • It is constant and controlled rather than cured; • It has symptoms which re-occur and have required consultation, treatment or care on more than one occasion in the past; • It requires long term monitoring or treatment, consultations, check-ups, examination or tests.
<p>Civil Partner</p>	<p>Civil partner has the meaning given in Section 1 of the Civil Partnership Act 2004.</p>
<p>Consultant</p>	<p>A consultant is a medical specialist, who is a member of a Royal College (for example, the Royal College of Surgeons, the Royal College of Obstetricians or the Royal College of Psychiatrists) and is recognised by that Royal College as being a consultant.</p>

Daily benefit	The daily benefit is one thirtieth of the monthly benefit .
Disability (disabled)	A disability (disabled) is a sickness, disease, condition or injury which stops you from doing your job or any similar job. It must also stop you from doing any paid work which your experience, education or training reasonably qualifies you to do. If you are self-employed , a disability must stop you from helping to manage or carry out any part of the day-to-day running of the business.
Doctor	A doctor is a registered medical practitioner, practising in the UK , other than you or any of your relatives .
End Date	The end date is the date that cover ends as set out in Section 9.
Mechanical back pain	Mechanical back pain is a pain produced by the distortion or dysfunction of the muscles, ligaments, or joints. Mechanical back pain does not include disc injuries, diseases of the bones, or pain referred to the back by diseases in other organs. Mechanical means the source of the pain may be in the spinal joints, vertebrae or soft tissues.
Monthly benefit	Monthly benefit is the amount shown in your policy schedule which cannot be more than £1,500.
Monthly premium	The monthly premium is the premium you pay to Halifax Insurance Ireland Limited.
Partner	Your partner is your spouse or your civil partner , including any person (whether or not of the opposite sex) who has been living with you in a relationship having the characteristics of husband and wife for a period of at least 1 year.
Period of cover	The period of cover is the period between the start date and the end date .
Permanently retire	You permanently retire when you have stopped working and you have no intention to return to work .

Policy	Your policy is your Life Stages Repayments Cover policy, which consists of these conditions and the policy schedule , plus any changes to them.
Policy schedule	Your policy schedule is the information that we send you when your policy starts, setting out details of your cover.
Pre-existing condition	A pre-existing condition is any condition, injury, illness, disease, sickness or related condition and/or associated symptoms, whether diagnosed or not, about which you : <ul style="list-style-type: none"> • knew or should reasonably have known at the start date; or • had seen or arranged to have seen a doctor during the 12 months prior to the start date.
Psychological illness	A psychological illness is a condition affecting, or arising in, the mind, which is related to your mental and emotional state. This includes all forms of depression, anxiety and stress or stress related illness.
Relative(s)	Your relative(s) is your partner , your parent or your child.
Self-employed	You are self-employed if you are: <ul style="list-style-type: none"> • helping with, managing or carrying on business in the UK, paying class 2 National Insurance contributions and are liable to pay tax under Schedule D case, I, II, IV or V of the Income and Corporation Taxes Act 1988; or • a partner in a partnership; or • a person who exercises direct or indirect control over a company (not necessarily the majority shareholder or holder of the majority voting rights); or • working for a company and in any way connected with a person who has control (as referred to above) over that company (for example, you are one of his or her family).
Specialist	A specialist is a psychiatrist, psychologist or any mental health nursing team.
Start date	The start date is the date on which the cover under your policy starts which is stated as the start date on your policy schedule .
UK	The UK is the United Kingdom, Channel Islands and the Isle of Man.

<p>Unemployment/ (unemployed)</p>	<p>You are unemployed (in unemployment) when you are:</p> <ul style="list-style-type: none"> • out of work involuntarily; and • not receiving pay in lieu of notice; and • actively seeking work; and either • in receipt of Job Seeker's Allowance (or its equivalent if this changes) within the UK at the start of your unemployment and throughout your claim, unless you are ineligible for Job Seeker's Allowance because you: <ul style="list-style-type: none"> - are a married woman and you have been entitled to make reduced National Insurance contributions in the past; or - are self-employed; or - are a single parent; or - have a partner who is currently in work; or - are receiving either Maternity Benefit Allowance or Statutory Maternity Pay; or - have savings or property that prevents you from receiving Job Seeker's Allowance; <ul style="list-style-type: none"> in which case you will need to provide documentation from the Employment Service (or its equivalent if it changes) to show that you are unable to obtain Job Seeker's Allowance for one of these reasons; or • a woman who is in receipt of the State Pension and who has reached the State retirement age or a man who is in receipt of the State Pension who has reached the State retirement age.
<p>We (us/our)</p>	<p>We (us/our) are Halifax Insurance Ireland Limited.</p>
<p>Work (working)</p>	<p>You are working (in work) if you are in paid work under a contract of employment and paying class 1 UK National Insurance contributions, self-employed by a company of which you are a Director and paying class 1 UK National Insurance Contributions or self-employed and paying class 2 or class 4 UK National Insurance contributions. If you are on holiday or statutory maternity leave, you are still working.</p>
<p>You (your)</p>	<p>You (your) are the first person named on the policy schedule as the policy holder.</p>

2. Eligibility

To be covered under this **policy**, on the **start date**:

- **you** must be aged 18 or over but under 65; and
- **you** must be **working**; and
- **you** must be living in the **UK**, or a member of the armed forces, a diplomat or the Civil Service serving abroad.

3. General Conditions

You must pay **your premium** monthly in arrears by direct debit.

You must continue to pay **your** premium while we are assessing and paying **your** claim.

We will not pay **you** any benefits under this **policy** unless **you** are living in the **UK**, or a member of the armed forces or the Civil Service serving abroad.

If **you** or anyone acting on **your** behalf gives **us** any information which is wrong or if **you** do not tell us any information which might reasonably affect **our** decision to cover **you**, this may affect **your** right to any benefit under this **policy**.

You cannot transfer **your** rights or interest in this **policy** to any other person.

This **policy** will not have any surrender value at the **end date** or if it is cancelled.

The parties do not intend any term of this **policy** to be enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

It is agreed that this **policy** is governed by English law.

If a party wants to take court proceedings, they must do this within the **UK**.

4. Disability cover

A. Disability benefit

If **you** are in **work** and **you** become **disabled** during the **period of cover** for 30 days in a row we will pay **you daily benefit** for each consecutive day of **your disability** from the 31st day. **We** will not pay benefit for the first 30 days of **your disability**.

We will pay **daily benefit** from the 31st day onwards until the earlier of the following:

- the **end date**; or
- the date when **you** are no longer **disabled** or fail to provide evidence that **you** are **disabled**; or
- the date when **we** have paid the equivalent of 12 consecutive **monthly benefits**; or
- the date when **we** have paid the equivalent of 3 consecutive **monthly benefits** for **mechanical back pain** or **psychological illness**.

B. Special conditions

Disability cover ends when **you** reach the age of 65 or **permanently retire**.

You can make more than one **disability** claim. However, **you** cannot make one claim after another until:

- 180 consecutive days have passed if **your** claim relates to the same **disability**; or
- 30 consecutive days have passed if **your** claim relates to a different **disability**.

If two periods of the same **disability** are separated by 90 days or less or two periods of different **disability** are separated by 30 days or less, **we** will treat this as one continuous claim but **we** will not pay **you** disability benefit for any time **you** were not **disabled** between these periods.

If **you** suffer from a back condition that is not **mechanical back pain** and **you** have been referred to and remain under the care of a **back specialist** **daily benefit** will be paid for each consecutive day of **your disability**.

Disability benefit for **psychological illness** will be limited to the equivalent of 3 consecutive **monthly benefits** unless **you** have been referred to an appropriate **specialist** and remain under the care of that **specialist**.

If **you** have received benefit under the **carer** cover section of this **policy** **you** will not be able to make a claim for **disability** cover unless **you** have returned to work and 12 months have passed since **you** became a **carer**.

C. Disability cover exclusions

We will **not** pay **you** disability benefit if **your disability** results from:

- a **pre-existing condition** unless **you** have been symptom free and have not consulted a **doctor** or received treatment for the condition in the 24 months before **your** claim. If **you** had appointments to see a doctor within this 24 month period which **you** did not keep **you** will not be able to claim unless **you** had been formally discharged; or
- a **chronic condition**; or
- alcohol or drugs not taken under the advice or supervision of a **doctor** (provided that such direction is not given due to **your** treatment for drug addiction or dependence); or
- medical operations or treatments which are not medically necessary, including cosmetic or beauty treatment; or
- self-inflicted injuries caused while sane or insane; or
- radiation or radioactive contamination or any related event.

We will not pay disability benefit if **you** are receiving benefit under the unemployment cover section of this **policy**.

5. Unemployment cover

A. Unemployment benefit

If **you** are in **work** and **you** become **unemployed** during the **period of cover** for 30 days in a row **we** will pay **you daily benefit** for each consecutive day of **your unemployment** from the 31st day. **We** will not pay **benefit** for the first 30 days of **your unemployment**.

We will pay **daily benefit** from the 31st day onwards until the earlier of the following:

- the **end date**; or
- the date when **you** are no longer **unemployed** or fail to provide evidence that **you** are **unemployed**; or
- the date when **we** have paid the equivalent of 12 **monthly benefits**.

B. Special conditions

Unemployment cover ends when **you** reach the age of 65 or **permanently retire**.

You can make more than one **unemployment** claim.

If **you** were **self-employed** before **your unemployment**, **you** will be eligible for **unemployment** benefit only if **your** business:

- has permanently ceased trading and/or is in the process of being wound up; or
- is in the hands of an insolvency practitioner; or
- is a partnership which has been or is in the process of being dissolved.

If two periods of **unemployment** are separated by six months or less **we** will treat this as one continuous claim but **we** will not pay for any time **you** were **working** between these periods.

If two periods of **unemployment** are separated by more than six months, **you** must return to **work** for 6 continuous months before **you** can make another **unemployment** claim.

If **you** are receiving **unemployment** benefit and want to start temporary **work** **you** must provide **us** with the details in writing before **you** start this **work**. **We** will not pay **you daily benefit** for the period **you** are **working**. However, when the temporary **work** finishes, **your unemployment** claim may continue and it will be treated as one continuous claim. The most **we** will pay for this continuous claim is the equivalent of 12 times the **monthly benefit**.

If **you** have received benefit under the carer cover section of this **policy** **you** will not be able to make a claim for unemployment cover until 12 months have passed since **you** became a **carer**.

C. Unemployment exclusions

We will not pay **unemployment** benefit:

- if **you** were not in **work** for a continuous period of 6 months before **your unemployment** (if in that 6 month period **you** are not in **work** for 2 weeks or less, **we** will still consider this to be a continuous period); or
 - if at the **start date** **you** knew **you** were going to be made **unemployed** or had reason to believe that it was likely to happen; or
 - if **your work** ends or **you** were notified, verbally or in writing, of **your work** ending, within 60 days of the **start date**; or
 - if **your work** is seasonal or if **unemployment** is a regular feature of **your work**; or
 - if **you** become voluntarily **unemployed** (which includes **your work** ending voluntarily during a period of notice given to **you** by **your** employer or **your** becoming voluntarily redundant); or
 - if **you work** on a fixed term contract which ends unless:
 - **you** were **working** continuously for the same employer for at least 24 months; or
 - **your work** was under a fixed contract of at least 12 months in duration and that contract has been renewed at least once; or
 - **your** employer transfers **you** to a fixed term contract without a break in **your work**.
- In these circumstances, if **we** accept **your** claim, **we** will pay **you daily benefit** for the period between the date the fixed term contract ends and the date when it was originally due to end, provided this period is longer than 30 days.
- if **you** are **self-employed** and **your** business temporarily stops trading; or
 - if **you** are **working** outside the **UK**, unless **you** are;
 - a member of the armed forces or the Civil Service serving abroad; or
 - **working** for an employer that is based in the **UK** who assigns **you** to **work** outside of the **UK** on the same terms and conditions; or
 - **self-employed** and **working** on a project which lasts no more than 30 continuous days or 90 days in total outside the **UK** in the 12 months before **you** become **unemployed**; or

- if **you** are **unemployed** because of the expiry of a period of training or apprenticeship; or
- if **you** refuse any offer of alternative employment from **your** employer which, by reason of **your** qualifications, previous experience and its location, it would have been reasonable for **you** to accept; or
- resulting from radiation or radioactive contamination or any related event; or
- for any period for which **you** receive or are entitled to receive a payment in lieu of notice of the termination of **your** employment; or
- resulting from **your** involvement in a strike or a lock-out; or
- resulting from **your** misconduct. This may include fraud, dishonesty, any illegal activity or anything that would or might lead to disciplinary action being taken by **your** employer; or
- if **you** are receiving benefit under the disability section of this **policy**.

6. Carer cover

A. Carer benefit

If **you** become a **carer** during the **period of cover** **we** will pay an amount equivalent to 12 **monthly benefits**.

B. Special conditions

Carer cover ends when **you** reach the age of 65, **permanently retire** or after **you** have been paid **carer** benefit.

The maximum amount that **we** will pay for **your** claim under this section of **your policy**, when added to any other Carer cover benefit payable on any other policy **you** may have with **us**, is £18,000.

If **you** were **self-employed** **you** will be eligible for carer cover only if **your** business:

- has permanently ceased trading and/or is in the process of being wound up; or
- is in the hands of an insolvency practitioner; or
- is a partnership which has been or is in the process of being dissolved

and the reason for the ceasing of trade, winding up, insolvency or dissolution was not caused by **your** having to become a **carer**.

C. Carer cover exclusions

We will not pay benefit for becoming a **carer** if:

- the sickness, disease, condition or injury of **your relative** existed before the **start date** unless, in the reasonable opinion of **our** Chief Medical Officer, the sickness, disease, condition or injury would not have normally deteriorated or was not considered likely to deteriorate to the extent that full time care would be required during the **period of cover**; or
- **your work** ends for any reason other than the need to become a **carer**; or
- **you** cease **working** from **employment** which is of a temporary or casual nature; or
- **you** are receiving benefits under the disability or unemployment cover sections of this **policy**.

7. How to claim

You (or **your** personal representative for a life cover claim) must telephone the Claims Department on 0845 600 1751 to request a claim form. Please complete the claim form fully and accurately and return it to: Claims Department, Halifax Insurance Ireland Ltd, PO Box 741, Leeds LS1 9HB.

We must receive the claim form and any other information we may reasonably require within 120 days of the event giving rise to a claim.

Conditions which apply when you make a claim:

If supporting evidence of **your** entitlement to claim is required **you** must provide it at **your** expense. For example:

- **Disability cover** – **doctor's** statements and/or medical certificates covering specified time periods of no more than 6 months duration. **We** will also need a statement from **your** employer confirming your absence from **work** due to **disability**. Please note that a letter from the Benefits Agency is not sufficient supporting evidence for this purpose.
- **Unemployment cover** – a copy of the Job Seeker's Agreement that **you** signed with the Employment Service. **We** will also need a statement from **your** last employer confirming that **you** are no longer in their **employment**.

If **you** are ineligible for Job Seeker's Allowance and **you** are in receipt of Pension Credits or Income Support, **you** will be required to provide three pieces of evidence of **your** search for **employment**.

If **you** are **self-employed**, **you** will need to provide evidence from **your** accountant or HM Revenue & Customs that you have paid class 2 or class 4 **UK** National Insurance contributions.

Back to Work Assistance: Where **unemployment** claims are presented to **us** and the **unemployment** continues, **your** claim may be chosen for Back to Work Assistance. This specialised service is designed to provide guidance and assistance with **your** job search and **we** pay for it. If **your** claim is chosen, **your** claim details will be given to **our** Back to Work Assistance provider.

- **Carer Cover** – confirmation from **your** employer that **you** did not stop working for reasons other than to become a **carer**. **We** will also need proof of **your** relationship with **your relative**. For example, a birth certificate or, where **you** are

caring for a person (whether or not of the opposite sex) who has been living with **you** in a relationship having the characteristics of husband and wife, **we** will need proof that **you** have been living together in such a relationship for a period of at least one year. For example, this could include the fact that **you** have had a mortgage with that person for over a year. **You** must also provide a letter from the **doctor** of **your relative** which confirms the nature of **your relative's** condition, when it started, when **your relative** first consulted the **doctor** and when it was first diagnosed.

If **you** are required to provide **us** with a **doctor's** statement or medical certificate, **we** will give **you** a refund of up to £15 towards the costs of obtaining this statement or certificate if **you** provide us with a valid receipt. This refund only applies to **your** initial claim. **You** are responsible for any costs over £15 in relation to **your** initial claim and the subsequent costs of obtaining any additional doctor's statements or medical certificates.

If additional medical information is needed, **you** agree to **our** asking for and obtaining medical information from any medical practitioner who has treated **you**.

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** will end. **We** will recover any benefit paid and costs incurred as a result of such fraudulent or misleading claim.

We may require **you**, at **our** expense, to be examined by a medical examiner of **our** choice. If **you** do not attend any such examination, **we** will not pay any further benefits. **We** may also arrange for an agent representing **us** to visit **you**. The purpose of any such visit will be to gather details relating to **your** claim to ensure an accurate assessment. It is essential that **you** make yourself available for any such visit. If **you** do not do so, **we** will not pay any further benefits unless circumstances beyond **your** reasonable control have led to **your** unavailability.

Insurers share information with each other to prevent fraudulent claims via a register of claims. A list of participants is available on request. Any information **you** supply about a claim, together with information **you** have supplied on any application form or other information relating to a claim, will be provided to the registered participants.

8. Change of claim

A. If **you** are receiving **disability** benefit because **you** are **disabled** and **you** become **unemployed** **you** must contact **us** straight away.

We will continue to pay **you disability** benefit for **your disability** while it remains valid.

If **you** are still **unemployed** once a **doctor** says **you** are fit to return to **work**, **you** must tell **us** and **we** will ask **you** to fill out an **unemployment** claim form. When deciding if **your unemployment** claim is valid, **we** will ignore the fact that **you** have not been **working** because of **your disability**.

B. If **you** are receiving **unemployment** benefit because **you** are **unemployed** and **you** become unfit to work, **you** must write to **us** straight away.

You will no longer be eligible to claim **unemployment** benefit for **your unemployment** and **you** will have to fill in a claim form to claim **disability** benefit for **your disability**.

If **you** cannot meet **our** conditions to claim **disability** benefit for **disability**, **you** can claim **unemployment** benefit for **unemployment** once **you** are fit to **work**. **You** must let **us** know **you** are no longer **disabled** and **you** must meet **our** conditions to claim **unemployment** benefit for **unemployment**. When deciding if **your** claim is valid, **we** will ignore the fact that **you** have not been **working**.

C. In all cases the maximum **we** will pay for **your** claims is the equivalent of 12 **monthly benefits**.

9. How does cover end?

1. How does cover end?

Your **policy** begins on the **start date** and ends on the earliest of the following:

- the date of **your** death;
- the date when **you** reach the age of 65 or **permanently retire**;
- the date when **you have** missed making two **monthly premium** payments in a row to **us**;
- the date when all amounts due under this **policy** have been paid to **you**;
- the date when **you** or **we** cancel **your policy**;
- if **you** entered into this policy to protect the repayments under a loan, the date when **your** loan ends for whatever reason.

You can cancel **your policy** by giving **us** 30 days notice either in writing or by telephoning 0845 600 1191. **You** will not receive a refund of any premiums when **you** cancel.

10. Customer care

1. Complaints procedure

It is **our** aim to provide a high standard of service. However, there may be occasions when **you** feel that this has not been achieved. If **you** have any reason to complain or to enquire about **your** insurance cover, please follow the procedure below.

Step 1: In the first instance, refer **your** complaint to: Claims & Administration Department, Halifax Insurance Ireland Ltd, PO Box 741, Leeds LS1 9HB. Alternatively, **you** can contact **us** by telephoning 0845 600 6007. Please provide details of **your** agreement number so **your** enquiry may be dealt with speedily.

Step 2: If **you** are not satisfied with **our** response or the complaint has not been resolved to **your** satisfaction, **you** may refer **your** complaint in writing to the Customer Relations Department at the address given in Step 1.

Step 3: If **you** are still not satisfied or the complaint has not been resolved to **your** satisfaction, **you** may refer your complaint to:

Insurance Division:

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

Telephone: 0845 080 1800.

Email: complaint.info@financial-ombudsman.org.uk

The complaints procedure does not affect **your** legal rights.

Do you need extra help

We want to help our customers in any way we can. If you have a hearing or speech impairment, you can use Typetalk whenever you contact us. If you are calling from a landline or textphone, please dial 18002 0845 600 6007 and if calling from a mobile, please dial 18001 0845 600 6007 (lines open 8am to 6pm Monday to Friday and from 9am to 12pm on Saturdays). For visually impaired customers, we can provide documents in large print, Braille or on audio cassette. Please ask a member of staff if you'd like to know more.

11. Contact Us

What help do you need?	Just call our:	On
Credit Card Policy Queries	Customer Helpline	0845 600 1752
Claims Queries	Claims & Administration Dept	0845 600 6007
Advice on other protection policies	Direct Sales Support	0845 600 1191

Policy ID Nos: 66057A368A, 66057A368B, 66057A368C, 65017A368A, 65017A368B, 65017A368C

For other insurance products call:

Halifax Home Insurance	0800 028 2498	quoting reference HCRE
Halifax Travel Insurance	0800 731 0180	quoting reference HCRE
Halifax Car Insurance	0800 032 9081	quoting reference HMFL
Halifax Pet Insurance	0845 201 1752	quoting reference CRE1
Halifax Health Insurance	0800 107 4378	quoting reference 7338

Halifax Insurance Ireland Limited

Registered Office: Dromore House, East Park, Shannon, Co. Clare.

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