



# Bank of Scotland Payment Protection Cover

Policy Booklet



**BANK OF  
SCOTLAND**

By your side

# Bank of Scotland Payment Protection Cover

This policy booklet and your policy schedule make up your agreement with us. You should read both to make sure you understand your policy and keep them safe.

This policy is designed to provide mortgage payment protection cover should you not be able to work if you have an accident, get sick, or become unemployed. This policy covers you if you have a current mortgage or your mortgage has ended and has not been replaced.











Please be aware that not all covers will apply to you. Your policy schedule tells you what cover you have, the monthly benefit you've chosen and the limits that apply to your cover.

Your policy is underwritten by St Andrews Insurance plc.

You may end your policy at any time by contacting us. You'll not receive a refund of any of your monthly premium.

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# 1. Words and phrases with a special meaning



Some of the words **we** use in this booklet have special meanings. **We**'ve highlighted them in bold print and explained what they mean below.

<b>Accident</b>	An injury which stops <b>you</b> from <b>working</b> and doing <b>your</b> job, a similar job, or any other job which <b>your</b> experience, education or training reasonable allows <b>you</b> to do.
<b>Carer</b>	<b>Your</b> only reason for stopping <b>work</b> is to care full-time for a <b>relative</b> .
<b>Doctor</b>	A registered medical practitioner with full registration with the General Medical Council, practising in the <b>UK</b> , other than <b>you</b> or any of <b>your relatives</b> .
<b>End date</b>	The date <b>your</b> cover ends as listed within 'Section 9. How will cover end and cancelling your policy' of this booklet.
<b>Lender</b>	The lender named in <b>your mortgage</b> .
<b>Maximum period of claim</b>	This will be either 12 or 24 months and is the most <b>you</b> 'll receive for any one claim. <b>You</b> can find this in <b>your policy schedule</b> .
<b>Monthly premium</b>	The amount, including any Insurance Premium Tax or any other tax or levy applied to insurance premiums, which <b>you</b> must pay every month. <b>You</b> can find this in <b>your policy schedule</b> .
<b>Monthly benefit</b>	<p>The amount of monthly benefit chosen by <b>you</b> as shown in <b>your policy schedule</b>.</p> <p>The maximum monthly benefit that <b>you</b> can choose is <b>your mortgage payment</b> plus an amount up to 50% of <b>your mortgage payment</b>. The amount up to 50% is to help pay towards <b>your mortgage</b> related costs. For example, this <b>policy</b> and <b>your</b> home insurance.</p> <p>Where <b>your mortgage</b> has ended and has not been replaced, <b>your</b> monthly benefit will be either:</p> <ul style="list-style-type: none"> <li>■ Fixed at the amount shown in <b>your policy schedule</b> as at the date <b>your mortgage</b> was paid off. Or,</li> <li>■ The decreased amount chosen by <b>you</b>.</li> </ul> <p>If <b>your</b> claim finishes part way through a month <b>we</b>'ll pay <b>you</b> one thirtieth of <b>your</b> monthly benefit for each day of that month up to the date <b>your</b> claim ends.</p>
<b>Mortgage</b>	The mortgage agreement(s) between <b>you</b> and <b>your lender</b> for a residential property in the <b>UK</b> , that <b>you</b> live in.



<b>Mortgage payment</b>	The monthly amount <b>you</b> must pay <b>your lender</b> in respect of <b>your mortgage</b> .
<b>Partner</b>	<ul style="list-style-type: none"><li>■ <b>Your</b> husband or wife.</li><li>■ <b>Your</b> civil partner.</li><li>■ <b>You're</b> living together as a couple and are not married.</li></ul>
<b>Period of cover</b>	The period between the <b>start date</b> and the <b>end date</b> .
<b>Permanently retire</b>	<b>You've</b> stopped <b>working</b> and <b>you've</b> no intention to return to <b>work</b> .
<b>Policy</b>	<b>Your</b> payment protection cover, which consists of <b>your policy schedule</b> and this booklet. This booklet contains the terms and conditions of <b>your</b> policy and explains how it works.
<b>Policy schedule</b>	The information that <b>we</b> send <b>you</b> , setting out details of <b>your</b> cover.
<b>Relative(s)</b>	<b>Your partner, your</b> parent or <b>your</b> child.
<b>Self-employed</b>	<b>You're</b> self-employed if <b>you're</b> : <ul style="list-style-type: none"><li>■ Helping with, managing or carrying on business in the <b>UK</b> and <b>you're</b>:<ul style="list-style-type: none"><li>- A sole trader.</li><li>- A partner in a partnership.</li><li>- A person who exercises direct or indirect control over a company. This might not be the majority shareholder or holder of the majority voting rights.</li><li>- <b>Working</b> for a company and in any way connected with a person who has control, as referred to above, over that company. For example, <b>you're</b> one of his or her family.</li></ul></li></ul>
<b>Sick/Sickness</b>	A sickness, disease or condition which stops <b>you</b> from <b>working</b> and doing <b>your</b> job, a similar job or any other job which <b>your</b> experience, education or training reasonably allows <b>you</b> to do.
<b>Start date</b>	The date on which the cover under <b>your policy</b> started as shown in <b>your policy schedule</b> .
<b>UK</b>	The United Kingdom, Channel Islands and the Isle of Man.

# Words and phrases with a special meaning (continued)



<b>Unemployed/ Unemployment</b>	<p><b>You're</b> unemployed, that is; in unemployment, when <b>you're</b>:</p> <ul style="list-style-type: none"><li>■ Out of <b>work</b> involuntarily and actively seeking <b>work</b>.</li><li>■ Out of <b>work</b> voluntarily to become a <b>carer</b>.</li></ul>
<b>We/Us/Our</b>	St Andrews Insurance plc.
<b>Work/Working</b>	<p><b>You're</b> working if <b>you're</b>:</p> <ul style="list-style-type: none"><li>■ In paid work under a contract of employment.</li><li>■ A director.</li><li>■ <b>Self-employed</b>.</li></ul> <p><b>You</b> must be paying the appropriate class of <b>UK</b> National Insurance or Social Security contributions.</p> <p>If <b>you're</b> on holiday or statutory maternity leave, <b>you're</b> still working.</p>
<b>You/Your</b>	The person(s) named on the <b>policy schedule</b> as the policyholder.

## 2. Things you need to know



### Your eligibility

You're eligible for this **policy**, if at the **start date** all the points below apply to **you**:

- You're aged 18 or over.
- You're **working**.
- You're living in the **UK**, or a member of the armed forces or the Civil Service serving abroad.

### Your monthly premium

- Your **policy** is paid for on a month-by-month basis and will continue until the **end date**.
- You must pay **your monthly premium** monthly in arrears.
- You must pay each **monthly premium** by direct debit. **We'll** continue to take payments from **your** designated account unless **you** tell **us** otherwise.
- You can ask to change the date on which **your monthly premium** is collected.
- You must continue to pay **your monthly premium** while **we're** assessing and paying **your** claim.

### Your monthly benefit

- **Monthly benefit** payable under this **policy** is paid monthly in arrears.
- **Your monthly benefit** will be paid into the designated account **you're** using to pay for **your** **monthly premium** unless **you** tell **us** otherwise.

If **you** have a current **mortgage**:

- **Your monthly benefit** can be increased or decreased in line with **your mortgage payment**. **You** must contact **us** to change **your monthly benefit** as it will not change automatically.

If **your mortgage** has ended and has not been replaced:

- **Your monthly benefit** can't be increased but **you** can choose to decrease it. **You** must contact **us** to decrease **your monthly benefit**.

It's **your** responsibility to make sure that **your** chosen **monthly benefit** continues to meet **your** needs.

If **you** change **your monthly benefit** during a claim, **your** claim will continue to be paid based on **your monthly benefit**, as at the date your claim started, until it ends.

If **you've** got a joint **policy**, **your monthly benefit** will be paid in line with the percentage of the **monthly benefit** that **you've** chosen to insure.

If **you** or anyone acting on **your** behalf gives **us** any information which is wrong or if **you** don't tell **us** any information which might reasonably affect **our** decision to cover **you**, **we** might not be able to pay some or all of **your monthly benefit**.

# Things you need to know (continued)



## State Benefits

If **you** make a claim under this **policy** and apply for any State Benefit, some, or all, of the claim payment may be treated as income when calculating **your** benefit entitlement. If **you've** got any queries regarding benefits, please contact the relevant Government Department.

## Transferring your policy

This **policy** is transferable which means; if **you** move **your mortgage** to another **lender**, **you** can take this **policy** with **you**.

## How changes during the lifetime of your policy may affect your cover

It's **your** responsibility to ensure that this **policy** continues to meet **your** needs should **your** personal circumstances change. If they do, this could affect **your** eligibility for this **policy** and the cover that applies to **you**. Here's some examples of the changes **you** should tell **us** about:

- **You permanently retire from work.**
- **You leave the UK to permanently live abroad.**
- **Your employment changes and becomes voluntary or temporary.**
- **You need to change your monthly benefit following an increase or decrease to your mortgage payment.**

This **policy** is designed to provide cover should **you** not be able to **work** if **you** have an **accident**, get **sick**, or become **unemployed**. Therefore, 60 days before **you** turn age 70, **we'll** write to **you** and ask **you** to call **us** and confirm **you're** still in **work** and still need the **policy** for it to continue. If **you** don't contact **us**, **we'll** assume **you** no longer need the cover, and the **policy** will end when **you** reach the age of 70.

## Making sure your details are correct

It's important that the details **we** have for **you** are accurate and complete. If anything on **your** documents look wrong or if anything changes, call **us**, straight away on **0345 425 5039**. If **you** don't:

- **You** may have a **policy** that is no longer suitable for **you**.
- **We** might not be able to pay some or all of **your** claim.
- **Your** claim payment could be reduced.
- **Your monthly premium** might be wrong; **you** may be paying too much or not enough.

## Fraud

**We** rely on **you**, and anyone acting for **you**, being honest with **us**. **We** won't pay a claim if:

- It's fraudulent.
- It's exaggerated.
- Untrue information has knowingly been given to **us**.





We'll also:

- Cancel **your policy** from the date it happened, and **we** won't refund any of **your monthly premium**.
- Recover any payments **we've** made after the fraud, or as part of any fraudulent or exaggerated claim.

## If you're having trouble making your payments

**We** know some people can have money problems at some point in their life. If **you're** having trouble keeping up with the payments, **we** might be able to help. Please don't ignore the problem; give **us** a call on **0345 425 5039**.

**We** might be able to give **you** more time to pay or change the date **you** make **your** payments. There is also independent advice available to help manage **your** finances from organisations such as Citizens Advice.

## Choice of law and jurisdiction

**Your** property must be in the **UK**. This **policy** is governed by the law where **your** property is located. Any dispute about this **policy** will be dealt with by the courts there.

## Accepting instructions

**We** may not accept any instruction, request or notice until **we** receive any documents, information and agreements **we've** asked for.

For a joint **policy**, **we** may accept instructions from one of **you** which affect the other or both of **you**. However, where **you're** making changes to the percentage of **monthly benefit** which relates to each of **you**, **you** must both agree this change.

## Transferring rights under this policy

**You** may not transfer any of **your** rights or duties under this **policy**.

**We** may transfer any or all of **our** rights or duties under this **policy** to another organisation.

**We** may also arrange for any other person to carry out **our** rights or duties under this **policy**.

## Change of Insurer

**We** reserve the right to offer **you** new services and to engage a new insurance provider for part or all of **your policy**, by letting **you** know in writing, if:

- **We** offer **you** a similar alternative product which does not significantly disadvantage **you**, **we'll** let **you** know at least 30 days' before.
- **We're** unable to offer **you** a similar alternative product, **we'll** let **you** know at least 90 days' before.

# Things you need to know (continued)



## Enforcing the conditions

If **we** delay in enforcing any term which forms part of these conditions, this will not affect **our** right to enforce it or the rest of those terms. If **we** choose not to enforce any term which forms part of these conditions, this will not affect **our** right to enforce the rest of those terms.

Each paragraph and sub-paragraph in these conditions is separate from the others. This means that if **we** can't enforce any one paragraph or sub-paragraph in these conditions, this will not affect **our** right to enforce any other paragraph or sub-paragraph.

## Rights of third parties

A person who is not a party to this **policy** has no right under the Contracts (Rights of third parties) Act 1999 to enforce any term of this **policy** but this does not affect the right or remedy of a third party which exists or is available apart from that Act.

# 3. Accident and Sickness Cover



Remember to check **your policy schedule** to find out what cover **you** have.



## We'll pay your claim if:

**You're working** and **you** have an **accident** or get **sick** during the **period of cover** for 15 days in a row. After 15 days, **we'll** pay **you monthly benefit** starting from the first day of **your accident** or **sickness**. **Your** next payment will be due on day 60.

**We'll** pay **you monthly benefit** until the earlier of the following:

- The **end date**.
- The date when **your accident** or **sickness** ends, or **you** fail to provide evidence of **your accident** or **sickness**.
- The date **we've** paid **you monthly benefit** equal to the **maximum period of claim**.

By 'evidence' **we** mean:

- **Doctor's** statements and/or medical certificates. **You** can self-certify for the first 7 days.
- Any other evidence **we** may ask for to prove **your** claim as detailed in 'Section 6. How to claim.'



## Points to note

If **you** have an **accident** or get **sick** and this lasts for less than 15 days in a row **you**'ll not be able to claim under this cover.

**You** can make more than one **accident** or **sickness** claim, however:

- If **your** claim relates to the same **accident** or **sickness** and is separated by 90 days or less or a different **accident** or **sickness** and is separated by 30 days or less, **your** previous claim will continue. **We**'ll not pay **you** for the period in between where **you** were certified as fit to **work** by a **doctor**. The most **we**'ll pay in total for this continuous claim is the **maximum period of claim**.
- **You** can't make a new claim until **you**'ve been certified as fit to **work** by a **doctor** for:
  - More than 90 days in a row if **your** claim relates to the same **accident** or **sickness**.
  - More than 30 days in a row if **your** claim relates to a different **accident** or **sickness**.

Accident and Sickness cover for psychological illness will be limited to 3 **monthly benefit** payments unless **you**'ve been referred to, and when seen, remain under the care of a specialist.

- By 'psychological illness' **we** mean; 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.
- By 'specialist' **we** mean; a psychiatrist, psychologist or any mental health nursing team.

Accident and Sickness cover for mechanical back pain will be limited to 3 **monthly benefit** payments unless **you**'ve been referred to, and when seen, remain under the care of a back specialist.

- By 'mechanical back pain' **we** mean; 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.
- By 'back specialist' **we** mean; 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.

## **X** We won't pay your claim if:

- It's as a result of cosmetic surgery unless medically necessary. For example, reconstructive.

# 4. Unemployment Cover



Remember to check **your policy schedule** to find out what cover **you** have.



## We'll pay your claim if:

**You're working** and **you** become **unemployed** during the **period of cover** for 15 days in a row. After 15 days, **we'll pay you monthly benefit** starting from the first day of **your unemployment**. **Your** next payment will be due on day 60.

**We'll pay you monthly benefit** until the earlier of the following:

- The **end date**.
- The date when **you're** no longer **unemployed** or **you** fail to provide evidence that **you're unemployed**.
- The date **we've** paid **you monthly benefit** equal to the **maximum period of claim**.

By 'evidence' **we** mean:

- Where **you're** out of **work** involuntarily, **you** must be receiving or waiting for payment of a state benefit within the **UK** that supports **you** to find **work** - such as Jobseeker's Allowance or Universal Credit. If not eligible, **you** must provide **us** with other proof that **you're** actively seeking **work**. This could include copies of job applications, responses, and registration with job agencies.
- Where **you're** out of **work** voluntarily to be a **carer**, **you** must be receiving or waiting for payment of a state benefit within the **UK** that provides financial support for **you** to be a full-time **carer** - such as Carer's Allowance. If not eligible, **you** must be able to provide **us** with other proof that **you've** stopped **working** to become a **carer**.
- Any other evidence **we** may ask for to prove **your** claim as detailed in 'Section 6. How to claim.'

## Points to note

If **your unemployment** lasts for less than 15 days in a row **you'll** not be able to claim under this cover.

**You** can make more than one **unemployment** claim, however:

- If **your** claim for **unemployment** is separated by 90 days or less **your** previous claim will continue but **we'll** not pay for any time **you** were **working** between these periods. The most **we'll** pay in total for this continuous claim is the **maximum period of claim**.
- Where **you've** received the **maximum period of claim**, **you** must return to **work** for 6 months in a row before **you** can make a new **unemployment** claim.

If **you** were **self-employed** before **your unemployment**, **you'll** be eligible for unemployment cover only if **your** business:

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

If **you** have more than one job, **you'll** be able to claim under unemployment cover if **you** lose at least one of those jobs. To do this, **you'll** need to provide **us** with evidence that **you're** out of **work** involuntarily and actively seeking **work**. The job **you** continue to do must be one where **you** are working less than 16 hours.

If **you're** receiving **monthly benefit** because **you've** involuntarily left **work** and **you** want to become a **carer** **you** must let **us** know. Your **unemployment** claim can continue as long as **we** have the evidence needed to support **your** claim. The most **we'll** pay in total for this continuous claim is the **maximum period of claim**.



If **you're** receiving **monthly benefit** for **unemployment** and want to start temporary **work you** must let **us** know before **you** start this **work**. **We'll** not pay **you monthly benefit** for the period **you're working**. However, when the temporary **work** finishes, **your unemployment** claim may continue and it'll be treated as one continuous claim. The most **we'll** pay in total for this continuous claim is the **maximum period of claim**.

### **X** **We won't pay your claim if:**

- **Your work** is seasonal or if **unemployment** is a regular feature of **your work**.
- **Your work** ends voluntarily during a period of notice or **you** become voluntary redundant.
  - By 'notice' **we** mean; when **you're** told either verbally or in writing of **your** impending **unemployment**, by or on behalf of **your** employer or by a trade union official.
- **You're unemployed** because of the expiry of a period of training, probation or apprenticeship.
- It results 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.
- **You're** receiving **monthly benefit** under the accident and sickness cover section of this **policy**.
- **You work** on a fixed term contract which ends unless:
  - **You** were **working** continuously for the same employer for at least 24 months.
  - **Your work** was under a fixed contract of at least 12 months in duration and that contract has been renewed at least once.
  - **Your** employer transfers **you** to a fixed term contract without a break in **your work**.
- **You're working** outside the **UK**, unless **you're**:
  - A member of the armed forces or the Civil Service serving abroad.
  - **Working** for an employer that is based in the **UK**.
  - **Self-employed** with a **UK** registered business and temporarily **working** outside the **UK**.

## 5. What this policy doesn't cover



Some things aren't covered under any part of this **policy**. This section will tell **you** the things **you** can't make a claim for.

### **X** **We won't pay claims if:**

- **Your** claim's not supported by the required information or evidence; or where **you're** unwilling or unable to provide **us** with all necessary information or evidence **we** need in order to validate **your** claim.
- It arises from **you** taking part in any criminal act.

# 6. How to claim



You should tell us about your claim as soon as you can. We might not be able to pay some or all of your claim if you don't.

## 1. Contact us

Call us on: 0345 425 5039

## 2. What you'll need to give us

You must help us look after your claim by doing what we ask.

We'll ask for supporting evidence to prove your claim. You must provide this at your expense.

- We may ask for evidence of your mortgage payment to check if your monthly benefit reflects your latest mortgage payment.
- Accident and Sickness Cover:
  - If you've had an accident or are sick we'll need to see doctor's statements and/or medical certificates. We'll also need a statement from your employer confirming your absence from work due to an accident or sickness.
  - We may ask for and obtain additional medical information from any medical practitioner who's treated you.
- Unemployment Cover:
  - Where you're involuntarily out of work, we'll need a copy of the state benefit agreement that you signed with the relevant Government department. We'll also need a statement from your last employer confirming that you're no longer working for them.
  - If you're not eligible for state benefit within the UK that supports you to find work you'll need to provide alternative evidence of your search for work.
  - If you're self-employed, you'll need to provide evidence from your accountant or the relevant Government department that you've paid the appropriate class of UK National Insurance or Social Security contributions.
  - If you've stopped working to become a carer, we'll ask you to provide confirmation that you're receiving or due to receive a state benefit within the UK that provides financial support for you to be a full-time carer. We'll also write to your last employer who must confirm that you've left work to become a carer.
- We'll ask you to complete a continuation claim form for each month you're claiming. You must supply suitable proof to support your continuation claim form, otherwise we'll suspend payment of your monthly benefit until this evidence is provided.
- We may ask you, at our expense, to be examined by a medical examiner of our choice. If you don't attend any such examination, we'll not pay any further monthly benefit. 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 make sure it's correctly assessed. It's very important that you make yourself available for any such visit. If you don't, we'll not pay any further monthly benefit unless circumstances beyond your reasonable control have led to you not being available.



- Back to work assistance: Where **unemployment** claims continue, **your** claim will be chosen for back to work assistance. This specialised service will help **you** with **your** job search and **we** pay for it. **Your** claim details will be given to **our** back to work assistance provider.
- Insurers share information with each other to prevent fraudulent claims via a register of claims. A list of who takes part is available on request. Any information **you** supply about a claim, together with information **you**'ve supplied on any application form or other information relating to a claim, may be provided to these other insurers.

## 7. Change of claim



Changes in circumstances that **you** must tell **us** about as they may affect **your** claim:

- A.** If **you**'re claiming under accident and sickness cover and **you** become **unemployed**, **we**'ll continue with payment of **your accident** or **sickness** claim. If, once a **doctor** says **you**'re fit to **work**, **you**'re still **unemployed**, **we**'ll ask **you** to register an **unemployment** claim from that date. This is only if **your policy schedule** shows **you** have unemployment cover.
- B.** If **you**'re claiming under unemployment cover and **you** have an **accident** or get **sick**, **you**'ll no longer be allowed to claim under this cover and **you**'ll need to register an **accident** or **sickness** claim. This is only if **your policy schedule** shows **you** have accident and sickness cover. If **you** can't meet the eligibility to claim under accident and sickness cover, **you** can continue with **your** previous **unemployment** claim once a **doctor** says **you**'re fit to **work**.

### Points to note

When **you** change **your** claim:

- **We**'ll ignore the fact that **you**'ve not been in **work**.
- The time that **you**'ll need to wait before **you** can claim; that is 15 days in a row, won't apply.
- **We**'ll not pay more than the **maximum period of claim** for any one claim or a combination of claims.
- **You** can't claim for an **accident**, **sickness** or **unemployment** at the same time.

# 8. How we can change your policy



## A. How and when we can change your policy conditions

- By letting **you** know in writing, at least 60 days' before to **your** last known address, **we** may make a reasonable and proportionate change to **your policy** conditions for one or more of the following reasons:
  - To make them easier to understand or fairer to **you**.
  - To allow **us** to introduce new or improved systems for looking after **your policy**.
  - To correct mistakes.
  - To reflect changes in the law, codes of practice or the way **we**'re regulated or in taxation that affects **us** or **your policy**.
  - To reflect a decision or recommendation made by, or a requirement of, a court, ombudsman, regulator or similar body or any undertaking given to any such body that affects **us** or **your policy**.
  - To reflect changes to guidance published by other bodies, for example, the Association of British Insurers, which **we** agree will apply to **your policy**.
  - To reflect new information arising from **our** own or industry analysis of claims on this type of cover which shows that the cost associated with providing **your policy** has increased.
  - To reflect any event outside **our** control which makes it impossible or impracticable to carry out **our** obligations under **your policy**.
  - To reflect any event outside **our** control that **we** expect to impact on future claims and that **we** couldn't have foreseen previously.

## B. How and when we can change your monthly premium

- By letting **you** know in writing, at least 60 days' before to **your** last known address, **we** may make a reasonable and proportionate change to **your monthly premium** for one or more of the following reasons:
  - To reflect changes in the law, codes of practice or the way **we**'re regulated or in taxation that affects **us** or **your policy**.
  - To reflect a decision or recommendation made by, or a requirement of, a court, ombudsman, regulator or similar body or any undertaking given to any such body that affects **us** or **your policy**.
  - To reflect changes to guidance published by other bodies, for example, the Association of British Insurers, which **we** agree will apply to **your policy**.
  - To reflect new information arising from **our** own or industry analysis of claims on this type of cover which shows that the cost associated with providing **your policy** has increased.
  - To reflect any event outside **our** control that **we** expect to impact on future claims and that **we** couldn't have foreseen previously.
  - To take account of changes in the payment protection insurance market which are beyond **our** reasonable control and which affect **our** overall underwriting risk, requiring **us** to move premiums up or down for different types of policyholders to maintain a competitive position in that market.
  - To reflect changes in the economy or the payment protection insurance market which are out of **our** control and impact the amount of money **we**'ve set aside to make sure **we**'re able to pay claims on this type of **policy**.





- To reflect changes to **our** administrative costs which are out of **our** control caused by changes to **our** services, the level of those services or the way in which they are delivered. By 'changes' in the above lists **we** mean; changes **we** know will happen or **we** reasonably believe will happen or changes that have already taken place.
- Changes to **your monthly premium** for cover under this condition will not depend on **your** individual circumstances, for example **your** health.
- Any change to either **your policy** conditions or **your monthly premium** will take effect on or after the end of the 60 day notice period.
- If **we** change either **your policy** conditions or **your monthly premium** using this condition, **we'll** not make any further changes to either **your policy** conditions or **your monthly premium** using this condition for at least 12 months except:
  - To reflect changes in the law, codes of practice or the way **we're** regulated or in taxation that affects **us** or **your policy**.
  - To reflect a decision or recommendation made by, or a requirement of, a court, ombudsman, regulator or similar body or any undertaking given by any such body that affects **us** or **your policy**.
  - To reflect changes to guidance published by other bodies, for example, the Association of British Insurers, which **we** agree will apply to **your policy**.
- If **we** give **you** notice of any changes using this condition and **you're** not happy with that change, **you** may cancel **your policy** at any time, but **we'll** not refund any premiums already paid.

# 9. How cover will end and cancelling your policy



## Your policy ends on the earliest of the following:

- The date of **your** death.
- The date **you permanently retire**. **You** must tell us when **you permanently retire**.
- The date **you stop working** and start voluntary employment. **You** must tell **us** when **you** do this.
- The date when **you've** missed two **monthly premium** payments in a row. In this case **your policy** will end on the date on which the first of the two **monthly premium** payments ought to have been paid.
- **You** make a claim under **your policy** which is fraudulent or intended to mislead **us**. **We'll** be entitled to recover any benefit paid or costs incurred.
- If **you** leave the **UK**, to permanently live abroad.

**Your policy** will not end automatically when **your mortgage** ends and is not replaced. **You** must tell **us** if **you** want to end **your policy**.

This **policy** is designed to provide cover should **you** not be able to **work** if **you** have an **accident**, get **sick**, or become **unemployed**. Therefore, 60 days before **you** turn age 70 **we'll** write to **you** and ask **you** to call **us** and confirm **you're** still in **work** and still need the **policy** for it to continue. If **you** don't contact **us**, **we'll** assume **you** no longer need the cover and the **policy** will end when **you** reach the age of 70. **We'll** write to **you** to confirm **your policy** is cancelled. If **you** choose to continue with **your policy**, **you'll** need to get back in touch to tell **us** when **you're** ready to end it.

If **you** have a joint policy and one of **you** dies, **permanently retires** or starts voluntary employment, this **policy** will only end for that person.

## Cancelling your policy:

- **You** may end **your policy** at any time by contacting **us**.
- **You'll** not receive a refund of any of **your monthly premium**.

## When we might cancel your policy

**We** can cancel **your policy** if **we** let **you** know in writing at least 60 days' before to **your** last known address, for either of the following reasons:

- Any event outside **our** control which makes it impossible or impracticable to carry out **our** obligations under **your policy**. Or,
- Any event outside **our** control that **we** reasonably expect to have a significant impact on future claims and that **we** couldn't have foreseen previously.

The cancellation will take effect when **your** next **monthly premium** is due on or after the end of the 60 day notice period.

If **you've** entered into a **policy** with another person, **your policy** will be a joint **policy**. This means that, if **we** decide to cancel **your policy** because one of **you** has failed to give a true and complete answer to any question, **we'll** cancel the **policy** for both of **you**.

# 10. How to make a complaint



We'll always make every effort to give **you** the best service. But if **you're** ever unhappy about something and want to complain, please get in touch.

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If **you** need to make a complaint, **you** can contact **us** in the following ways:

## By phone



0345 425 5039

## By post



Bank of Scotland Payment Protection Cover Team,  
A&B Mills, Dean Clough, Halifax HX3 5AX

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## If you're not happy with our response

If **you're** still not happy with the way **we've** handled **your** complaint, **your** matter can be referred to the Financial Ombudsman Service (FOS). They can be contacted on freephone 0800 023 4567 or 0300 123 9123. Calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs.

Alternatively, **you** can write to them at Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR or visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Taking a complaint to the FOS doesn't affect **your** legal rights. **You** can still decide to take **us** to court if **you** want to. If **you** do, this **policy** is governed by the law that applies to the part of the country **your** property is in. Any dispute will be dealt with by the courts in that part of the country.

## Are we covered by the Financial Services Compensation Scheme (FSCS)?

We're covered by the FSCS. **You** may be entitled to compensation from the scheme if **we** can't meet **our** obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

# Get in touch

## General Enquiries or Claims



**0345 425 5039**

Lines are open 9am to 5pm Monday - Friday.

Calls and online sessions may be monitored and recorded.

Not all Telephone Banking services are available 24 hours a day, seven days a week.

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If you need this communication in another format, such as large print, Braille or audio CD, please contact us.

You can call us using Relay UK if you have a hearing or speech impairment. There's more information on the Relay UK help pages [www.relayuk.bt.com](http://www.relayuk.bt.com)

SignVideo services are also available if you're Deaf and use British Sign Language: [bankofscotland.co.uk/contactus/signvideo](http://bankofscotland.co.uk/contactus/signvideo)

If you need support due to a disability please get in touch.

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## Additional information

Bank of Scotland Payment Protection Cover policies are underwritten by St Andrew's Insurance plc, Registered in England and Wales No. 3104671, Registered Office: 33 Old Broad Street, London EC2N 1HZ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 202932). Calls and online sessions may be monitored and recorded.

This information is correct as of July 2023.

