

credit card payment protection insurance policy document

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introduction

This **policy** provides **you** with everything **you** need to know about **your** cahoot credit card payment protection insurance. It is important that **you** read it carefully and keep it in a safe place, as it contains the full details of **your policy** including the exclusions.

This **policy** uses words and phrases that have specific meanings, **you** will find these explained in the 'definitions' section. Defined words are shown in '**bold**' wherever they appear.

Make sure that **you**:

- are eligible for the insurance cover;
- know what this insurance does and does not cover; and
- understand how changes to **your work** affect **your** eligibility and the terms and conditions of making a claim.

If **you** have any questions about **your** eligibility for this insurance or changes to **your** circumstances **you** should call the cahoot contact centre on **0844 9000 900** between 8am and 8pm Monday to Friday and between 9am and 5pm Saturday. Or alternatively visit cahoot via 'contact us' through the secure website.

To obtain a claim form call **us** on **0870 607 0829** between 9am and 5pm Monday to Friday. Alternatively contact cahoot via 'account manager' through the secure website. If **you** are registering a claim **you** should read the 'your claim' section of this **policy** before calling, to make sure **you** have the relevant information available.

Telephone calls may be recorded and monitored.

changing your mind – your cancellation rights

This insurance is optional and **you** have a statutory right to cancel **your policy** during a period of 30 days from the day of purchase of the **policy** or the day on which **you** receive **your policy**, whichever is the later. This is called the 'statutory cooling off period'.

If **you** wish to cancel during this period, **you** will be entitled to a full refund of the premium paid. If **you** have made a claim and then cancel within this period, **we** may seek to recover any monies paid to **you** in settlement of the claim.

To exercise **your** right to cancel in the statutory cooling off period, please go to the secure zone and cancel payment protection by sending a secure message via 'contact us'. Or, call the cahoot contact centre on **0844 9000 900** between 8am and 8pm Monday to Friday and between 9am and 5pm Saturday.

If **you** do not exercise **your** right to cancel **your policy** in the statutory cooling off period, it will continue in force and **you** will be required to pay the premium.

For **your** cancellation rights after the statutory cooling off period, please refer to the 'when does your policy end?' section of this **policy**.

eligibility, important notes and material facts

eligibility

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

- are aged 18 years or over but are under 64;
- **work** at least 16 hours per week and have done so for at least the last six months;
- live in the **UK**; and
- have a credit card agreement with cahoot and are the **primary cardholder**.

For the purposes of this insurance **work** means any paid **work** of at least 16 hours per week. This includes **self-employed work** and statutory maternity and parental leave but it does not include **temporary work**.

If **you** are **self-employed** or **you work** on fixed term contracts **you** are eligible for this insurance but **you** should read the **policy** carefully to make sure it is suitable for **your** needs – **you** should pay particular attention to the 'employment circumstances', 'unemployment cover' and 'things to keep in mind when claiming' sections.

important notes:

1. This **policy** does not cover a medical condition or related symptoms **you** knew about at the **start date**, whether the condition had been diagnosed or not. This is known as a **pre-existing medical condition**. If **you** have seen a **doctor** in the last 12 months **your** ability to claim may be affected. This is explained further in the 'accident or sickness cover' section.
2. If **you** are off **work** due to **accident or sickness** at the **start date**:
 - **You** may still be eligible for the insurance. However, **you** should be aware that **you** will not be able to claim for **accident or sickness** cover during the first 12 months following the **start date** if the medical condition or related symptoms returns.
 - If **you** do not return to **work** within the first 30 days following the **start date**, **your accident or sickness** cover will not start until **you** have returned to **work** for 30 consecutive days. In this case, any **pre-existing medical condition** will not be covered if it returns within 12 months of the date **your accident or sickness** cover starts.
3. This **policy** will not pay for any **unemployment you** were aware of at the **start date**. **You** will not be covered for any **unemployment** which **we** reasonably believe **you** knew was likely to happen, whether **you** had official notice or not, when **you** took out this insurance.
4. This **policy** will not pay for any **unemployment** that **you** were advised of or which happens during the first 56 days of the **start date**, whether **you** were aware of it or not at the **start date**.
5. This **policy** will not pay a **carer** claim if at the **start date we** reasonably believe **you** were aware of the need, or likely need at any time in the future, for a member of **your immediate family** to require a **carer** or **you** are notified of receipt of or apply for **Carer's Allowance** within the first 56 days of the **start date**.

If **you** have any questions **you** should visit cahoot via 'contact us' through the secure website.

material facts

All material facts must be disclosed. A material fact is one that is likely to influence **us** in the acceptance and assessment of an application e.g. living outside the **UK** or in **work** for less than 16 hours per week. It is **your** responsibility to provide complete and accurate information to cahoot and **us** when **you** take out **your** insurance **policy** and throughout the life of **your policy**.

Please note that if **you** fail to disclose any material information to **us**, this could invalidate **your** insurance cover and could mean that part or all of a claim may not be paid. **We** recommend **you** keep a record (including copies of letters) of all information provided to cahoot and **us** for **your** future reference.

changes during the lifetime of your policy that may affect your insurance cover

It is **your** responsibility to ensure that this **policy** continues to meet **your** requirements should the circumstances of **your work** change during the lifetime of **your policy**, as this could affect **your** entitlement to benefits.

Your eligibility for cover under this **policy** may change if **your** personal circumstances change. If this happens or is likely to happen, **you** should discuss this with cahoot. This would include for example:

- **You** retiring from **work** and not intending to actively seek further **work**.
- Changing **your** employment e.g. **your work** becomes **temporary work**.
- **You** voluntarily reduce **your** hours of **work** to less than 16 hours per week.
- **You** reaching 65 years of age.
- **You** leave the **UK** to live abroad.

If **you** decide the **policy** is no longer suitable and **you** wish to cancel it please see the 'when does your policy end?' section for more details.

employment circumstances

Your employment circumstances will affect your eligibility for cover and entitlement to make a claim. If your employment changes or is likely to change or you have any questions you should contact cahoot via 'contact us' through the secure website.

fixed term contracts

If you work on a fixed term contract and your contract is not renewed after the end date, you will only be entitled to claim for unemployment cover if you meet one of the following criteria:

- you have worked continuously for the same employer for at least 24 months; or
- your contract is for at least 12 months and has been renewed at least once with the same employer; or
- you were originally employed on a permanent basis but were transferred to a fixed term contract by the same employer without a break in employment.

self-employed

We consider you to be self-employed if you meet one of the following criteria:

- you are carrying on a business in the UK either alone or as a partner in a partnership; or
- you can control the affairs of a company you work for because either you or a relative or a member of your household individually or jointly hold the majority of the voting rights in that company; or
- you can otherwise ensure that the company you work for conducts its affairs according to your wishes.

If you are self-employed, to be entitled to claim for unemployment benefit, you will need to:

- provide satisfactory proof that you have involuntarily ceased trading because you could not find enough work to meet all your reasonable business and living expenses and have declared this to HM Revenue & Customs; and
- be registered as unemployed with the Department for Work and Pensions.

retiring before the age of 65

If you retire before the age of 65 and do not intend to actively seek further work, you will no longer be eligible for unemployment or accident or sickness cover. You will still be eligible for life cover and may need to re-consider whether this policy remains suitable for your needs.

your benefits at a glance

This is only a summary of your cover; full details are given in the relevant sections of this policy.

| Cover | Waiting period | Maximum claim duration | Maximum claim amount |
|--|----------------|-----------------------------|--|
| Life | N/A | N/A | The lower of <ul style="list-style-type: none"> • your outstanding balance; or • £20,000 |
| Accident or sickness | 30 days | 12 monthly benefit payments | The lower of <ul style="list-style-type: none"> • 10% of your outstanding balance per month; or • £1,500 per month |
| Unemployment (1) (including Carer (2)) | 30 days | 12 monthly benefit payments | The lower of <ul style="list-style-type: none"> • 10% of your outstanding balance per month; or • £1,500 per month |

Note: you cannot make a claim:

1. Under the 'unemployment cover' section during the first 56 days following the start date of the policy.
2. Under the 'carer cover' section during the first 56 days following the start date of the policy, unless the condition giving rise to the claim was unforeseen.

life cover

what is covered

If **you** die, **we** will pay the **outstanding balance** at the date of **your** death, up to a maximum total of £20,000, for all **your** accounts insured by **us**.

what is not covered (in addition to general exclusions)

We will not pay any claim due to or arising from **your** own wilful actions, drug or alcohol abuse. (This does not include any drugs prescribed by **your doctor**, except if they are to treat drug addiction.)

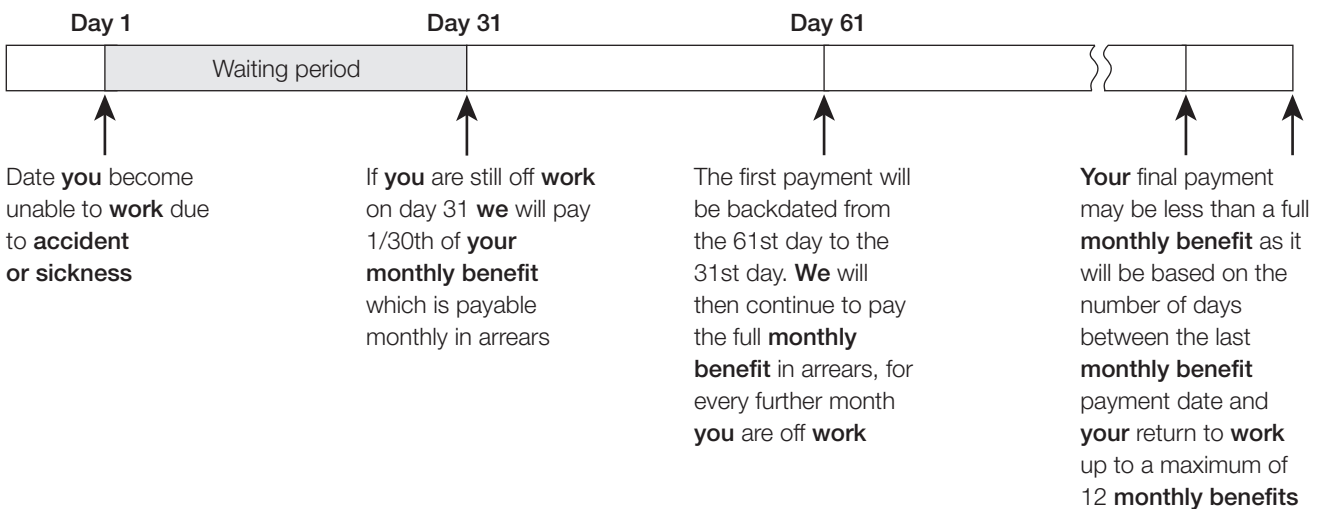
accident or sickness cover

what is covered

If an **accident or sickness** prevents **you** working for more than 30 days in a row, **we** will pay:

- 1/30th of **your monthly benefit** for each day from the 31st full day **you** are unable to **work**. Benefits are payable monthly in arrears so the first payment will be made on the 61st day of **accident or sickness** and will be backdated to the 31st day; then
- the full **monthly benefit**, at monthly intervals, for each following month **you** are unable to **work**; then
- at the end of **your accident or sickness**, **we** will pay 1/30th of **your monthly benefit** for each day of **your accident or sickness** from the day after **you** were last paid benefit to the last day of **your accident or sickness** up to a maximum of 12 months benefit in total or until the **outstanding balance** is repaid, whichever occurs first.

Example of how a claim is calculated



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

Once **we** have paid the maximum number of 12 **monthly benefit** payments, **you** need to return to **work**, free of all symptoms and not receiving medical treatment for **your** original condition, for at least six consecutive months before **you** can make another **accident or sickness** claim for the same or related condition. However, if **your** new claim is for an unrelated condition, **you** will only need to be back at **work** for 30 days to be eligible to claim again.

We will not pay benefits for debts incurred after the start of **your accident or sickness** claim. If goods are purchased or money is withdrawn before this date but not debited to **your account** until after this date, **we** will pay benefit provided that **you** can supply satisfactory proof of the date of the transaction.

what is not covered (in addition to general exclusions)

We will not pay any **accident or sickness** claims due to, or arising from:

- Any **pre-existing medical condition** which persists or returns during the first 12 months of **accident or sickness** cover. This exclusion will not apply once **you** have been continuously insured under the **accident or sickness** cover for 12 months, so long as **you** are attending **work** at the start of **your** claim.

This means **we** will not pay for any condition, injury, illness, disease, sickness or related condition and/or associated symptoms, whether diagnosed or not:

- which **you** knew about, or should reasonably have known about, at the **start date**; or
- which **you** had seen or arranged to see a **doctor** about, during the 12 months immediately before the **start date**.
- Cosmetic surgery or other treatment which is not medically necessary.
- **Your** detention in prison under the direction of a court of law. This will not apply if **you** are later acquitted.
- **Your** own wilful actions, drug or alcohol abuse. (This does not include any drugs prescribed by **your doctor**, except if they are to treat drug addiction.)

Note:

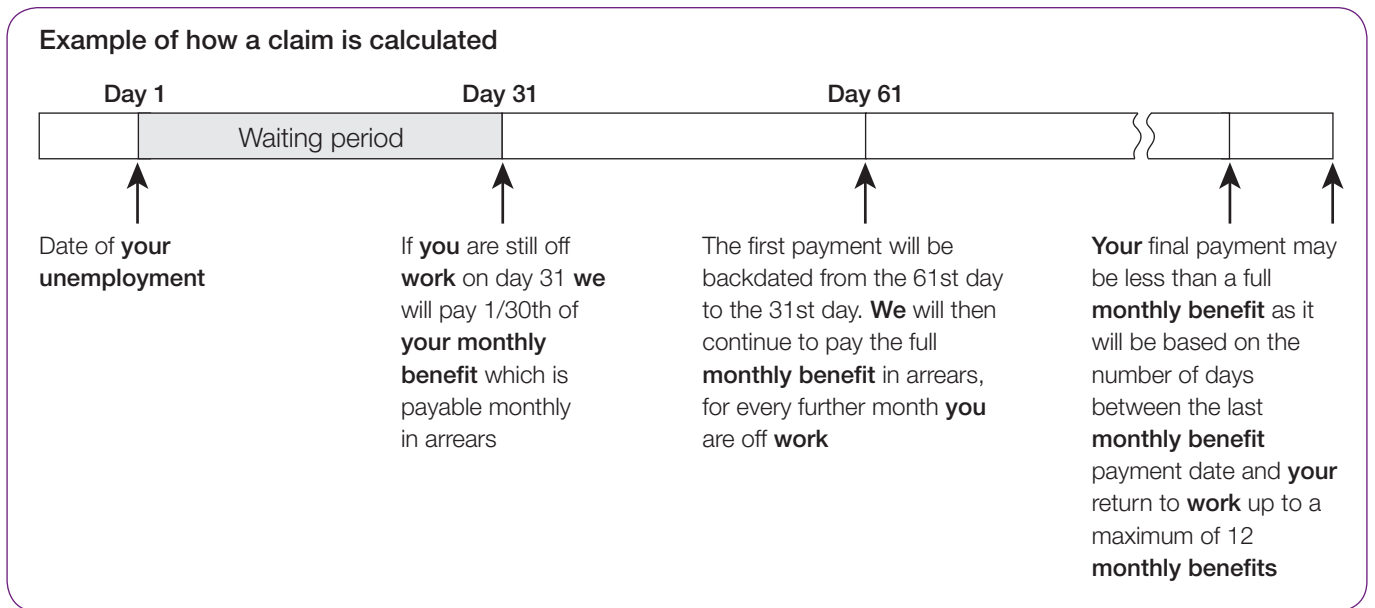
If **you** have retired, are not actively seeking **work** and are not registered as **unemployed you** will not be able to claim for **accident or sickness**.

unemployment cover

what is covered

If **you** are **unemployed** for more than 30 days in a row, **we** will pay:

- 1/30th of **your monthly benefit** for each day from the 31st full day **you** are **unemployed**. Benefits are payable monthly in arrears so the first payment will be made on the 61st day **you** are **unemployed** and will be backdated to the 31st day; then
- the full **monthly benefit**, at monthly intervals, for each following month of **your unemployment**; then
- at the end of **your unemployment**, **we** will pay 1/30th of the **monthly benefit** for each day of **your unemployment** from the day after **you** were last paid benefit to the last day of **your unemployment** up to a maximum of 12 months benefit in total or until the **outstanding balance** is repaid, whichever occurs first.



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

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

We will not pay benefits for debts incurred after the date **we** reasonably believe **you** knew **you** were likely to become **unemployed**, whether **you** had official notice or not. If goods are purchased or money is withdrawn before this date but not debited to **your** **account** until after this date, **we** will pay benefit provided that **you** can supply satisfactory proof of the date of the transaction.

temporary work

If **you** do any **temporary work**:

- during a claim, **your monthly benefit** will be suspended during the period of **temporary work** and will be resumed when the **temporary work** finishes;
- during the **waiting period**, the **waiting period** will be suspended until the end of the **temporary work**.

self-employed

If **you** are **self-employed** and **you** have involuntarily ceased trading because **you** could not find enough **work** to meet all **your** reasonable business and living expenses and have declared this to HM Revenue & Customs **you** will be entitled to claim for **unemployment** benefit.

If, for the purpose of this insurance **you** are not **self-employed**, all other terms, conditions and exclusions of this **policy** will apply.

In either case, **you** will need to have a Jobseeker's Agreement for the whole time **you** are claiming. If **you** are ineligible for a Jobseeker's Agreement, **you** must be able to provide ongoing alternative evidence that is acceptable to **us** that **you** are **unemployed** and actively seeking **work**. This could include copies of job applications, responses and registration with job agencies.

payment in lieu of notice

If **you** have been paid or are entitled to be paid in lieu of notice (instead of working out a notice period), any claim for **unemployment**, including the **waiting period**, will not start until the end of **your** notice period.

what is not covered (in addition to general exclusions)

We will not pay for any **unemployment**:

- **We** reasonably believe **you** knew was likely to happen, whether **you** had official notice or not, when **you** took out the **policy**.
- **You** are notified of or which happens within the first 56 days of the **start date**.
- If **you** have resigned or taken voluntary redundancy.
- If **you** retire and do not intend to actively seek further **work**.
- Due to **your** misconduct.
- After **temporary work** (unless **you** have taken **temporary work** during a claim).
- Which is normal, regular or seasonal in **your work**.
- After the end of a fixed term contract which is not renewed, unless:
 - **you** have worked continuously for the same employer for at least 24 months; or
 - **your** contract is for at least 12 months and has been renewed at least once with the same employer; or
 - **you** were originally employed on a permanent basis but were transferred to a fixed term contract by the same employer without a break in employment.
- As a result of **you** being detained in prison under the direction of a court of law. This will not apply if **you** are later acquitted.
- Due to **your** own wilful actions, drug or alcohol abuse. (This does not include any drugs prescribed by **your doctor**, except if they are to treat drug addiction.)

general exclusions applying to all covers

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

- Any dishonest or exaggerated behaviour by **you** or anyone acting for **you**. If this happens, **you** will have to return any benefits already paid and **you** will forfeit all future rights under this **policy**.
- War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power and/or any action taken in controlling, preventing, suppressing or in any way relating to any of these causes or events.

your claim

making a claim

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

for life claims

Your dependants or representatives should register the claim as soon as possible by calling **0870 607 0829** between 9am and 5pm Monday to Friday.

for accident or sickness, unemployment or carer claims

Step 1 – **You** will need to request a claim form by:

- calling **0870 607 0829** between 9am and 5pm Monday to Friday; or
- accessing 'account manager' through the secure website and stipulating which form you require.

Please have the following information ready when **you** call or access online:

- **your** credit card payment protection insurance policy number (GC XXX);
- **your account** number;
- **your** postcode.

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

Step 2 – A claim form will be sent to **you**. This should be completed as soon as possible and returned to **us** with the relevant information.

- For **accident or sickness** claims, **you** will need to get a **doctor** and **your** employer to fill in the relevant section of the form.
- For **unemployment** claims, **you** will need to arrange for a Department for Work and Pensions official and **your** previous employer to fill in the relevant sections of the form.
- For **carer** claims, **you** will need to arrange for **your** previous employer to fill in the relevant section of the form and provide evidence that **you** are either in receipt of or awaiting **Carer's Allowance**.

Our claims office address is: **cahoot Creditor Unit, Aviva, PO Box 3486, Norwich NR1 3FY.**

Telephone **0870 607 0829** between 9am and 5pm Monday to Friday.

things to keep in mind when claiming

- **You** must supply and pay for all reasonable information or evidence **we** ask for to support **your** initial claim and from time to time throughout **your** claim. If **we** ask for proof, **you** need to be able and willing to supply it.
- If **we** do not receive all the information **we** need (for example, declarations and medical questionnaires) or if these documents are not acceptable to **us** **we** may delay or suspend **your** claim payments.
- **We** may contact **your** past employers or other insurers for information about **you**.
- For **unemployment** claims, **you** need to have a Jobseeker's Agreement for the whole time **you** are claiming. If **you** are ineligible for a Jobseeker's Agreement, **you** must be able to provide ongoing alternative evidence acceptable to **us** that **you** are **unemployed** and actively seeking **work**. This could include copies of job applications, responses and registration with job agencies.

- When making an **accident or sickness** claim **you** must agree to any medical examination which **we** arrange and pay for.
- If **you** are a **carer** making a claim, **we** need satisfactory proof that **you** are required to look after a member of **your immediate family**, that **you** have completed a **Carer's Allowance** claim pack and returned it to the Benefits Agency and are either in receipt of or awaiting **Carer's Allowance**.
- **We** are concerned that **you** should not pay for the dishonesty of others. **We** make random checks, so do not be alarmed if one of **our** claims advisers calls. **We** also exchange information with other insurers to prevent fraud.

back to work

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

accident or sickness

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

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

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

unemployment

Our Back to Work service provides:

- self-help guide;
- access to a specialist website;
- telephone advice providing access to specialist employment counsellors;
- confidential advice and ongoing support throughout **your** search on:
 - seeking **work**, career changes, state benefits
 - managing **your** time effectively while searching for employment
 - tips on preparing **your** CV
 - help with preparing for interviews.

paying claims

We will make claim payments to **your account** on **your** behalf. When **we** have made these payments, **we** will not make any further payments for the same claim.

switching between claims

If **you** need to, you can switch from an **unemployment** to an **accident or sickness** or a **carer** claim or any combination – there is no additional **waiting period**. However, **we** will not pay more than 12 **monthly benefit** payments for any claim period. This applies to any one continuous period of **accident or sickness**, **unemployment** or a period for which **you** are a **carer** or a combination of all three.

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

when will monthly claim payments end?

We will continue paying your claim until the first of the following happens:

- Your unemployment ends, you recover from your accident or sickness or you are no longer a carer.
- We have paid 12 full monthly benefit payments for any one continuous period of unemployment, accident or sickness or a period for which you are a carer, or a combination of all three.
- Your outstanding balance is repaid.
- You reach age 65.

paying premiums during a claim

When you are making a claim under this policy you should continue to pay the monthly premium to ensure that cover can continue once your claim has ended.

In the event that you should wish to cancel your policy during a claim then we will continue to pay monthly benefit provided the claim happened prior to the cancellation date, and your premiums were up to date. However, you will not be covered for any further claim that happens on or after the cancellation date.

change of premium and cover

We may change the premium rates and terms of cover at any time by sending you at least 30 days' notice in writing. We will tell you about the change by email through the cahoot secure website or by post to your last known address.

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

when does your policy end?

The cover provided by this policy and all benefit payments will end if any of the following happen:

- Your account is closed.
- Your account is transferred to a third party.
- You reach 65 years of age.
- You make a false claim (you will have to return any claim payments we have made).
- You die.

The cover provided by this policy will end if:

- You have not paid your premiums when they are due.
- You cancel this insurance at any time following the expiry of your statutory cooling off period by giving us seven days' notice by going to the secure zone and cancelling payment protection by sending a secure message via 'contact us'. Or, call the cahoot contact centre on 0844 9000 900.
- We cancel this insurance by giving you 30 days' notice in writing or by email through the secure website.

However, we will continue to pay monthly benefit that is due to be paid for accident or sickness, unemployment or carer cover for any claim that happened prior to the end date.

promise of service – complaints procedure

We try to keep our customers happy, but we realise that sometimes we make mistakes.

Telling us when **you** are unhappy is important as it means we have an opportunity to put things right and improve the service we offer in future.

The following tells **you** how and where to make a complaint and what we will do to resolve it promptly and fairly.

how to raise a complaint regarding a claim

If **you** have a complaint about a claim **you** have made or the terms and conditions of **your** policy, please write to:

Customer Services Manager, Aviva, PO Box 3486, Norwich NR1 3FY.

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

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

how to raise a complaint regarding the service you have received

If **you** have a complaint about the service **you** have received, please call:

0844 9000 900 (between 8am and 8pm Monday to Friday and 9am and 5pm Saturday); or send **your** complaint via 'contact us' in the secure website; or write to:

cahoot, 3rd Floor, Friars House, Manor House Drive, Coventry CV1 2TE.

If **you** do not agree with our resolution of **your** complaint **you** can contact our Central Complaints Department on: **0845 600 6014**, option 2 (between 8am and 8pm Monday to Saturday and 8am and 6pm Sunday) or from outside the UK on **+44 1908 680123**.

Text Relay: **18001 0845 600 6014**; or

you can write to us at:

Complaints, Santander UK plc, PO Box 1125, Bradford BD1 9PG.

how to raise a complaint regarding the sale of your policy

If **you** have a complaint about how **your** policy was sold, please call:

0845 600 6014 (between 8am and 8pm Monday to Saturday and 8am and 6pm Sunday) or from outside the UK on **+44 1908 680123**.

Text Relay: **18001 0845 600 6014**; or **you** can write to us at:

Complaints, Santander UK plc, PO Box 1125, Bradford BD1 9PG.

the Financial Ombudsman Service (FOS)

The Financial Ombudsman Service (FOS) is an impartial and independent organisation formed to help settle individual disputes between consumers and financial services businesses without taking sides.

If we have not been able to resolve **your** complaint to **your** satisfaction once we have sent **you** our final decision, **you** may be able to refer **your** complaint to the FOS. They will only investigate **your** complaint if **you** have already tried to resolve it with us first or if it has been more than eight weeks since **you** first raised **your** complaint with us. **You** can email at:

complaint.info@financial-ombudsman.org.uk; or **you** can contact them at:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone **0800 0 234 567** free for people telephoning from a 'fixed line' (for example, a landline at home); or **0300 123 9 123** free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02. Further details about the Financial Ombudsman Service will be given with our final decision letter.

Notes:

1. The Financial Ombudsman Service will only consider **your** complaint if **you** have given us the opportunity to resolve it and **you** are a private policyholder. If, however, we do not resolve **your** complaint within eight weeks, the Financial Ombudsman Service will accept a direct referral.
2. Whilst we are bound by the decision of the Financial Ombudsman Service, **you** are not.
3. Following the complaints procedure does not affect **your** right to take legal action. For further information about **your** legal rights, contact **your** local authority trading standards department or the Citizens Advice Bureau.

general information

This insurance is underwritten by Aviva Insurance Limited and Aviva Life & Pensions UK Limited.

Aviva Insurance Limited and Aviva Life & Pensions UK Limited are authorised and regulated by the Financial Services Authority.

Aviva Life & Pensions UK Limited has agreed that Aviva Insurance Limited may administer this insurance on its behalf.

the law

There is a choice of law for this insurance, but unless **we** agree otherwise, the law for that part of the **UK** where **you** live at the **start date** will apply.

use of language

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

protecting your premium

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

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet **our** obligations, depending on the type of insurance and the circumstances of **your** claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk or write to Financial Services Compensation Scheme, 7th Floor Lloyd's Chambers, Portsoken Street, London E1 8BN.

Data Protection Act – information uses

For the purposes of the Data Protection Act 1998, the joint Data Controllers in relation to any personal data **you** supply are Aviva Insurance Limited and Aviva Life & Pensions UK Limited, and Santander UK plc; cahoot is a division of Santander UK plc.

For the purpose of this insurance, this statement describes how the joint Data Controllers will use **your** personal data. This is in addition to the uses described in the data protection statement for **your** credit card.

insurance administration

Information **you** supply may be used for the purposes of insurance administration by **us**, **our** associated companies and agents, and cahoot, who may give essential information about **you** to Santander UK plc and the group of companies to which it belongs (the Santander Group), associated companies and agents. It may also be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing **our** compliance with any regulatory rules/codes. **Your** information may also be used for research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, **we** will ensure that anyone to whom **we** pass **your** information agrees to treat **your** information with the same level of protection as if **we** were dealing with it.

If **you** give **us** information about another person, in doing so **you** confirm that they have given **you** permission to provide it to **us** and for **us** to be able to process their personal data (including any sensitive data) and also that **you** have told them who **we** are and what **we** will use their data for, as set out in this notice.

In the case of personal data, with limited exceptions, and on payment of the appropriate fee, **you** have the right to access and if necessary rectify information held about **you**. Further information is available by telephoning **0844 9000 900**.

sensitive data

In order to assess the terms of the insurance contract or administer claims which arise, **we** may need to collect data which the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this insurance, **you** signify **your** consent to such information being processed by **us** or **our** agents.

fraud prevention and detection

In order to prevent and detect fraud **we** may at any time:

- share information about **you** with other organisations and public bodies, including the police;

- undertake credit searches and additional fraud searches;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

We can, on request, supply further details of the databases **we** access or contribute to.

definitions

Wherever the following words or phrases appear in this **policy**, they will be shown in **bold** and have the following meanings:

accident or sickness

Any accident, sickness or disease which occurs after the **start date** which results in **you** being totally unable to carry out the duties of **your** normal **work** and not doing any other **work**, as confirmed by a **doctor** or **specialist**. Normal **work** means **your work** immediately before **your** accident or sickness, or any other **work** which **we** think **you** are, or may reasonably become qualified for, in view of **your** training, education and ability.

account

Your credit card account with cahoot.

carer

You look after a member of **your immediate family** on a full-time basis and have completed a Carer's Allowance claim pack and are either in receipt of or awaiting **Carer's Allowance** from the Department for Work and Pensions.

Carer's Allowance

A taxable benefit paid by the Department for Work and Pensions.

doctor

A medical practitioner (other than **you** or a member of **your** family) who holds a full qualification entitling him or her to full registration with the General Medical Council.

immediate family

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

monthly benefit

An amount equal to 10% of **your outstanding balance**, up to a maximum of £1,500 per month. The monthly benefit will not be less than £5.

outstanding balance

The amount **you** owe on **your account**, as shown in the records of cahoot (excluding any arrears from missed payments or any associated interest and costs) and any transactions made up to the:

- date of **your** death,
- start of **your accident or sickness** claim,
- date on which **we** reasonably believe **you** knew **you** were likely to become **unemployed**, whether **you** had official notice or not,
- date on which **we** reasonably believe **you** were aware of the need for **you** to be a **carer** for a member of **your immediate family**.

policy

This document sets out the benefits, terms, conditions and exclusions of **your** cahoot credit card payment protection insurance.

pre-existing medical condition

Any condition, injury, illness, disease, sickness or related condition and/or associated symptoms, whether diagnosed or not:

- which **you** knew about, or should reasonably have known about, at the **start date**; or
- which **you** had seen or arranged to see a **doctor** about, during the 12 months immediately before the **start date**.

primary cardholder

The first named person on **your** cahoot credit card agreement.

self-employed

You are self-employed if:

- **you** are carrying on a business in the **UK** either alone or as a partner in a partnership; or
- **you** can control the affairs of a company **you work** for because either **you** or a relative or a member of **your** household individually or jointly hold the majority of the voting rights in that company; or
- **you** can otherwise ensure that the company **you work** for conducts its affairs according to **your** wishes.

specialist

A **doctor** who is, or has been, a consultant at an NHS hospital.

start date

The date on which **your** application for insurance is accepted by cahoot on **our** behalf.

temporary work

Work that is casual, occasional or for a specific task. Also, **work** that is seasonal or irregular, or for a period of training or apprenticeship.

UK

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

unemployment/unemployed

Having no paid **work** or **temporary work** and having a Jobseeker's Agreement with the Department for Work and Pensions in the **UK**. If **you** are ineligible for a Jobseeker's Agreement **you** must be able to provide alternative proof acceptable to **us** that **you** are actively seeking **work**.

waiting period

The first 30 days of any claim.

we/us/our

For all **unemployment**, **carer** and **accident or sickness** insurance benefits, Aviva Insurance Limited. For life insurance benefits, Aviva Life & Pensions UK Limited.

work

Any paid work of at least 16 hours a week. This includes **self-employed** work and statutory maternity and parental leave, but not **temporary work**.

you/your

The person who is eligible, has applied and been accepted by **us** for insurance and who has paid or agreed to pay the premiums.

Underwritten by Aviva Insurance Limited.

Registered in Scotland No. 2116.

Registered Office: Pitheavlis, Perth PH2 0NH.

Authorised and regulated by the Financial Services Authority.

Aviva Life & Pensions UK Limited

Registered in England and Wales Number: 3253947

Registered Office: 2 Rougier Street, York YO90 IUU.

Authorised and regulated by the Financial Services Authority.