



MortgageSafe

# MetLife MortgageSafe Policy Terms and Conditions



For every moment, there's  MetLife

These are the terms and conditions of **your** MetLife MortgageSafe **policy**, which together with **your policy schedule**, **our privacy notice**, any **endorsements**, **your** application and any other statements **you** have made to **us**, form part of the contract between **you** and **us**.

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# Policy terms and conditions

Please take the time to read this document as it explains how **your policy** works. If **you** do not understand anything, **you** should contact **your** insurance intermediary, or **you** can contact **us** on 0800 9170100 or 01273 872456 and **we** can explain the details further.

Any words in **bold** can be found in the section labelled “Definitions” or “Additional definitions” under these terms and conditions with an explanation of what they mean for the purpose of this **policy**.

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## Your policy

**Your policy** is formed of these terms and conditions, **your policy schedule**, **our privacy notice**, any **endorsements** to your **policy**, **your** application and any other statements made by **you** to **us**.

**We** will pay to **you** the **policy benefits** in accordance with and subject to the terms and conditions of this **policy**. These are described below. **You** should pay attention to the sections entitled, ‘What is not covered (exclusions)’, ‘Making a claim and payment of policy benefit’ and ‘Definitions’.

**Your policy schedule** states if **you** have selected Optional Child Cover and the **policy benefit**, **we** will pay in the event **your eligible child** suffers a **major broken bone** or **minor broken bone** due to **bodily injury**, is hospitalised and / or is diagnosed with **cancer – excluding less advanced cases**. The additional **policy** terms and conditions for this cover are included in this document.

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## Eligibility

**You** must be at least 18 years old and no older than 59 at **your** last birthday, and a **UK resident** with at least five years outstanding on **your** mortgage as at the **policy start date**. **You** must also be:

- employed for at least 16 hours per week; and
- in continuous full-time employment or continuously self-employed for at least 6 months; or
- on a fixed-term contract for at least 24 continuous and consecutive months with **your** current employer before the **policy start date**.

If **you** hold more than one MortgageSafe policy for more than the **maximum policy benefit**, **we** reserve the right to cancel or reduce the cover of the policy or policies with the latest policy start date(s).

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## Commencement and termination of the policy

The cover provided by the **policy** commences on the **policy start date** and continues until the earliest of the following, upon which the **policy** terminates:

- the **policy end date** (no later than **your** 70th birthday);
- **you** repay **your** mortgage;
- **you** cease to be a **UK resident**;
- **you** die; or
- **you** stop paying the **premium**.

**You** must pay the **premium** monthly throughout the **policy** from a UK bank account. **You** are allowed 30 days in which to pay each **premium** from the **premium due date**.

If **you** do not pay the **premium** within 30 days of the **premium due date** the **policy** automatically ends on the date on which the unpaid **premium** was due. If **you** make a new claim within the 30-day period, any unpaid **premium** is deducted from the **policy benefit** that is paid by **us**.

## What is covered

**Your policy schedule** states how much **we** will pay to **you** as the **policy benefit** if **you** are **unable to work** as a result of an **accident, bodily injury** or **illness** during the term of the **policy**. This is subject to the cover level specified in **your policy schedule**.

If a benefit payment is not for a complete month, **we** will pay a proportionate daily amount of the **policy benefit** at the rate of one thirtieth (1/30) of the monthly benefit.

If **you** are **unable to work** on the **policy start date** due to an **accident, bodily injury** or **illness**, **we** will not provide cover for any claim caused or resulting directly or indirectly in whole or in part by that particular **accident, bodily injury** or **illness** until **you** have returned to work for at least one working day; performing **your** full duties and usual contracted hours of employment. **You** will be covered for absences for an unrelated **accident, bodily injury** or **illness** from the **policy start date**.

### Core Cover - Accident only

**We** will pay the **policy benefit** to **you** if **you** have been **unable to work** as a result of **bodily injury** for the **waiting period** and continue to be **unable to work**.

The start of **your waiting period** is the date **you** evidenced **you** were first **unable to work**.

Once the **waiting period** has been completed, **we** will pay the **policy benefit** to **you** monthly in arrears and until the earlier of:

- The expiry of the **benefit payment period**;
- **You** being capable of returning to work;
- **You** taking up any form of employment without **our** agreement;
- **You** refusing to take appropriate medical advice given by **your** treating doctor or medical or health professional or medical or health adviser, or to attend a medical examination requested by **us** or any available retraining or rehabilitation courses where it is deemed appropriate by **us**;
- **Your** mortgage has been fully repaid;
- The **policy end date**; or
- **Your** death.

### Essential12 or Essential24 Cover - Accident and illness

**We** will pay the **policy benefit** to **you** if you have been **unable to work** as a result of **bodily injury** or **illness** for the **waiting period**, and **you** continue to be **unable to work**.

The start of **your waiting period** is the date **you** evidenced **you** were first **unable to work**.

Once the **waiting period** has been completed, **we** will pay the **policy benefit** monthly in arrears and continues until the earlier of:

- The expiry of the **benefit payment period**;
- **You** being capable of returning to work;
- **You** refusing to take appropriate medical advice given by **your** treating doctor or medical or health professional or medical or health adviser, or to attend a medical examination requested by **us** or any available retraining or rehabilitation courses where it is deemed appropriate by **us**;
- **Your** mortgage has been fully repaid;
- The **policy end date**; or
- Your **death**.

### Informing us of the end of the payment of benefit

If **you** circumstances change and **you** believe that **we** are no longer required to pay **you** the **policy benefit**, for example, if **you** are now capable of returning to work, **you** must inform **us** immediately. **We** may request a refund of any monies paid to **you** following such a change in circumstance.

### Premium refund

If **you** are **unable to work** and are receiving **policy benefit** under the **policy**, and providing **you** continue to pay the **premium** each month, the **premium** payment is repaid to **you** in addition to the **policy benefit**.

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## Making a claim and payment of policy benefit

If **you** think **you** are entitled to claim, **you** should contact **us** as soon as possible by calling **us** on 0800 917 0100 or 01273 872 456, Monday to Friday, from 9am until 5pm. Calls may be recorded for monitoring or training purposes.

If **you** are unclear about whether **you** can claim, or how to claim, please contact **our** Claims Department using the contact details above.

Alternatively, **you** can write to: Claims Department, MetLife, PO Box 1411, Sunderland SR5 9RB, or email us at [claims@metlife.uk.com](mailto:claims@metlife.uk.com).

**We** will send **you** a claim form for completion and return to **us** as soon as **you** can.

**Your** claim needs to be supported by a registered doctor or medical practitioner in the United Kingdom; **we** will not pay any **policy benefit** in respect of **your** claim without satisfactory evidence from a registered doctor in the United Kingdom.

**We** will pay any costs of obtaining copies of any statements or medical reports from **your** or **your eligible child's** treating doctor or medical practitioner. **We** may also require **you** or **your eligible child** to undergo a medical examination at **our** expense or to attend any available rehabilitation courses deemed appropriate by **us**. Any attendance **we** require is paid for by **us**.

**Your** claim may be reviewed by **our** Chief Medical Officer and / or Clinical Support Consultant. If satisfactory evidence is not provided, **we** may decline the claim. If **we** ask **you** or **your eligible child** to attend a medical examination or rehabilitation course and **you** or they refuse or do not attend, or if **we** do not receive the necessary consent to access medical records or reports, **we** may decline the claim.

**We** will not pay the **policy benefit** until **you** have provided proof to **our** satisfaction of:

- the eligibility of **you** or **your eligible child**, including date of birth;
- **your** monthly mortgage payments if requested; and
- the occurrence of the **insured event**, with the relevant medical evidence.

If it is found that **your** information differs to that stated on **your** application and / or **policy schedule**, the **policy benefit** may be altered, or the claim declined at **our** discretion to reflect the discrepancy.

**We** will consider each claim on its own merits. This means that acceptance of a claim in one set of circumstances will not in any way affect **our** rights to consider pending or future claims on their own merits.

### Linked absence periods

A **linked absence period** is considered by **us** as a continuation of a previous absence. Such periods of absence are combined for determining when the **waiting period** ends.

Further medical evidence may be requested by **us**, as decided at our sole discretion, in relation to any **linked absence period**.

## Linked claims

A **linked claim** is considered by **us** as a continuation of a previous claim either directly or indirectly. The **waiting period** will not apply, and **we** will pay the **policy benefit** for the maximum of the **benefit payment period**, subject to **you** remaining **unable to work**.

## Multiple claims

The total amount of the **policy benefit we** will pay for one continuous claim or **linked claims** is limited to **your benefit payment period**. Once the **policy benefit** has been paid for the **benefit payment period** either during one continuous claim or for a number of **linked claims**, **we** will not pay any further **policy benefit** until **you** have returned to work at full capacity for at least six (6) months.

## Reduced return to work

If **you** return to work after the end of the **waiting period** in a reduced capacity, on reduced income and / or on reduced duties, **we** may pay a lower **policy benefit** during this period. **We** will pro-rata payment of **policy benefit** during this period, based on **your** earnings prior to **you** being **unable to work**.

## Payment of policy benefit to your mortgage lender

In the event of a claim, **you** can opt to have the **policy benefit** paid directly to **your mortgage lender** as part of **your** monthly mortgage repayment amount, subject to acceptance by **your mortgage lender**. **We** do not accept any liability with respect to any additional costs **you** incur from **your mortgage lender**, such as late payment or penalty fees, in connection with any payment made by **us** to **your mortgage lender**.

If **you** opt to have the **policy benefit** paid directly to **your mortgage lender** and the **policy benefit** is greater than **your** actual monthly mortgage repayment amount, payment of **policy benefit** is split between **your** mortgage lender (being paid the exact monthly mortgage repayment amount) and **you** (being paid the **policy benefit** less the amount paid to **your mortgage lender**). Where the **policy benefit** is not greater than the actual monthly mortgage repayment amount, the total **policy benefit** is paid to **your mortgage lender**.



## What is not covered (exclusions)

This **policy** does not cover any claim caused or resulting directly or indirectly in whole or in part by or from any of the following:

- Any claim arising from an **accident, bodily injury**, and / or **illness** which **you** knew or which **you** ought to have known had commenced or occurred prior to the **policy start date**;
- **Shielding** or **self-isolating** where **you** do not meet the definition of being **unable to work**.
- An excluded cause as shown on **your policy schedule**;
- Unemployment and / or loss of earnings that is not as a result of an **accident** and / or **illness** depending on the level of cover selected;
- Unreasonable failure to seek or follow medical advice, including failure to obtain UK medical advice after symptoms have been noticed or **bodily injury** has been suffered;
- Self-inflicted injury or attempted suicide;
- Assault or fighting (except in genuine self-defence);
- Active participation in an actual or attempted illegal act, which includes road traffic offences;
- War, invasion, act of foreign enemy, hostility (whether war has been declared or not), civil war, rebellion, revolution, insurrection, and / or coup;
- Any form of **aerial flight**, other than as a fare paying passenger of a licenced airline or charter service;
- **You** drinking alcohol which results in **you** experiencing physical or mental impairment which causes an **accident** or **bodily injury**, including, but not limited to, problems with balance, mobility, coordination, poor judgment or loss of inhibitions leading to actions **you** might not otherwise have taken without the influence of alcohol;
- Alcoholism, the excessive consumption of alcohol over a prolonged period or periods, solvent abuse, or drug taking (unless taken as prescribed by a registered doctor or as recommended for non-prescription medication and not for the treatment of drug addiction);
- Participation in a **contest of speed**, mountaineering, outdoor cliff or rock climbing, potholing or **professional sport**;
- Any form of military, army, naval, or air force service; or
- Any claim arising from **bodily injury** and / or **illness** which occurred explicitly as a result of working with, or engagement with, the following materials, equipment or activities as part of **your occupation**, employment or self-employment:
  - the use of, contact with, or exposure to any form of explosive substances or materials, asbestos, pneumatic drilling or tunnelling equipment;
  - diving, demolition, underground or open cast mining, or quarrying;
  - couriering (including food delivery) by means other than a car, van, lorry or by foot; and / or
  - if **you** are on an oil or gas rig or platform and involved with the collection of oil or gas including the operation and maintenance of any equipment used in connection with the collection of oil or gas.

# Cancellation

**You** can cancel this **policy** at any time. **You** should let **us** know by calling us on **0800 917 0100** or writing to MetLife, PO Box 1411, Sunderland SR5 9RB. **We** then write to **you** and confirm that the **policy** has been cancelled.

If **you** cancel within the initial cancellation period, **you** are entitled to a full refund of any **premiums you** have paid up to that time, providing **you** have not made a claim.

The initial cancellation period is 30 days from the date **you** receive confirmation from us that cover has started, or the date **you** receive **your policy** terms and conditions, whichever is later.

If the **policy** is cancelled after the initial cancellation period, there is no refund of **premiums** paid.

## Cancellation of Optional Child Cover

**You** can cancel the Optional Child Cover at any time. **You** should let **us** know by calling **us** on **0800 917 0100** or writing to MetLife, PO Box 1411, Sunderland SR5 9RB. **We** then write to **you** and confirm that the optional child cover has been cancelled.

# General conditions

## Policy value

This **policy** only provides the **policy benefits** described in this document. There is no cash surrender value at any time.

## Changes to the policy or premium

**We** monitor the **premium** needed to provide the **policy benefits** and may increase or decrease the **premium** no more than every 2 years, which is assessed fairly, to reflect unexpected changes in **our** actual and expected experience of:

- claims that have been, or are likely to be made;
- claims expected to be made which did not occur;
- expenses that **we** expect to, or do, incur;
- expenses **we** expected to but did not incur;
- policy lapses and new policies agreed;
- the investment income **we** receive; or
- any change in the law affecting this **policy** or **us**.

**Your** state of health or individual circumstances will not be a factor in any such increase or decrease of **premium**.

**We** may need to vary the **policy** terms and conditions if:

- there are any obvious errors or omissions affecting the **policy**;
- there is a request from any regulatory authority to do so; or
- there is a change in the law, regulation, taxation or recommendations or decisions of a regulator or similar body affecting **us** or the **policy** (including the benefits provided by the policy).

**We** will write to **you** at **your** last known address, giving 30 days' notice of any change. If **you** are not happy with the changes or amendments, **you** have the right to cancel the **policy**.



## Changing your cover

### Reducing cover

**You** may reduce the amount of the **policy benefit** or **your** level of cover i.e. lowering cover from Essential24 to Essential12, or Essential12 to Core, under **your** policy and / or remove Optional Child Cover at any time by contacting **us**. **We** will then send **you** an amended **policy schedule** stating the cover **you** have selected and the date from which the cover is effective.

### Increasing cover

**You** may add Optional Child Cover at any time by contacting **us**. **We** then send **you** an amended **policy schedule** stating the cover **you** have selected and the date from which the cover is effective.

**You** can request an increase in **your** level of cover i.e. Core to Essential12, or Essential12 to Essential24, at any time. This is subject to medical underwriting and acceptance by **us** in writing. **We** reserve the right to refuse to increase your level of cover for any reason.

#### *Core Cover*

**You** can request an increase in the amount of the **policy benefit** when there are any changes to **your** mortgage repayments, when **you** are moving to a new house, and / or following mortgage lender approval of a higher mortgage repayment amount. Any increase in the **policy benefit** is permitted subject to the **maximum policy benefit** amount and, where applicable, **you** providing evidence of **your** change of address and / or **your** higher mortgage repayment amount.

#### *Essential12 or Essential24 Cover*

**You** can request an increase in the amount of the **policy benefit** when there are any changes to **your** mortgage repayments, when **you** are moving to a new house, and / or following mortgage lender approval of a higher mortgage repayment amount. An increase in the **policy benefit** of up to 20% is permitted without additional underwriting, subject to acceptance by **us** in writing, the **maximum policy benefit** amount and, where applicable, **you** providing evidence of change of address and / or your higher mortgage repayment amount.

For requests for increases in **policy benefit** of more than 20% (but no more than the **maximum policy benefit** amount) whether under Core Cover, or Essential12 or Essential24 Cover, is subject to underwriting (for Essential12 or Essential24 cover only), acceptance by **us** in writing and, where applicable, **you** providing evidence of change of address and / or **your** higher mortgage repayment amount.

## Notification

**You** must notify **us** promptly by telephone and / or in writing if **you**:

- change **your** address;
- change **your** bank account details; or
- cease to be a **UK resident**.

Where **you** select Optional Child Cover, **you** must notify **us** promptly by telephone and / or in writing if, during the term of the **policy**, **your** child ceases to be **your eligible child**.

## Data protection

**We** are a data controller in respect of any personal data **you** provide to **us**, whether at the time **you** take out **your policy** or in the future when **you** make a claim. This includes any sensitive personal data, such as health information or medical reports or records relating to **you**. The ways in which **we** may collect, share or process your personal data are explained in **our privacy notice**, which forms part of **your policy**. The **privacy notice** also explains **your** rights regarding **your** personal data. A copy of **our privacy notice** is also available on **our** website, [www.metlife.co.uk](http://www.metlife.co.uk).

Should **you** have any questions or concerns, please contact the MetLife Data Protection Officer at [DataProtectionUK@Metlife.com](mailto:DataProtectionUK@Metlife.com).

## Law

This **policy** and any dispute or claim arising out of or in accordance with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## Completeness and accuracy of information you provide to us

It is important that the information **you** provide to **us** is accurate and complete. If any of the information **you** provide to **us** is fraudulent or deliberately misleading:

- **your policy** will be void and any other insurance policies **you** hold with **us** may also be terminated;
- **we** will not pay any **policy benefit** to **you**;
- any **policy benefit** that has already been paid under this **policy** must immediately be repaid to **us** and **we** may not return any **premiums** received; and
- **you** will not be able to take out another **policy** with **us** in the future.

If any of the information **you** provide to **us** is innocently untrue or inaccurate:

- **your policy** may be void and any other insurance policies **you** hold with **us** may also be terminated;
- **we** may not pay any **policy benefit** to **you**; and
- **we** may ask **you** to return any **policy benefit** that has already been paid under this **policy** and **we** may not return any **premiums** received.

## Assignment

This policy is personal to **you**, which means **you** cannot transfer the ownership of the **policy** to another person or company.

## Contracts (Rights of Third Parties) Act 1999

The Contracts (Rights of Third Parties) Act 1999 does not apply to the **policy**. A person who is not a party to this contract, including the **mortgage lender**, has no right to enforce any term of the contract. No consent of any third party shall be required under the Contracts (Rights of Third Parties) Act 1999 to any cancellation or termination or change or variation or alteration of the terms and conditions of this **policy**.

## Sanctions

We shall not be deemed to provide cover and we shall not be liable to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## Complaints

**We** hope that **you** will be very happy with **our** service. If for any reason **you** are not happy, **we** would like to hear from **you**. In the first instance, telephone **us** on 0800 917 0100 or 01273 872456 (9am - 5pm Monday to Friday) or write to MetLife, PO Box 1411, Sunderland SR5 9RB.

Information regarding **our** internal procedures for the handling of complaints can be found in the complaints section on **our** website at [www.metlife.co.uk](http://www.metlife.co.uk).

If **you** are not satisfied with **our** response to **your** complaint, you can ask the Financial Ombudsman Service to review the case.

**You** can contact them on 0800 023 4567 or by writing to: Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London E14 9SR. Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Referring **your** complaint to the Financial Ombudsman Service will not affect **your** right to take legal proceedings.

## Tax

Any benefits paid from the **policy** are free from UK income tax and capital gains tax. However, inheritance tax may be due on any payment made after the death of **you** or **your eligible child**. Tax is based on personal circumstances and subject to change.

## Compensation

**We** have taken steps to ensure all **our** UK customers are eligible to apply for compensation through the Financial Services Compensation Scheme (FSCS). In the event of a firm covered by the scheme being unable to meet its financial obligations, the FSCS will seek to transfer policyholders and their benefits to another provider who can. If they are unable to do this, policyholders may be eligible for payment from the Compensation Scheme of the contractual benefits provided by their policy.

For more information about the FSCS, visit their website [www.fscs.org.uk](http://www.fscs.org.uk) or telephone 0800 678 1100.

## Financial strength

If **you** would like to know more about **our** financial strength, including **our** Solvency and Financial Condition Report (SFCR), please visit **our** website at [www.metlife.eu/financial-reports](http://www.metlife.eu/financial-reports).

# Definitions

## Accident / Accidental

means a sudden identifiable event operating by violent external and visible means, which happens by chance and which could not be expected.

## Aerial flight

includes, but is not limited to, flying, flying by helicopter, or other aerial activities, including as a pilot or aircrew, or for the purposes of any trade or technical operation in or on the aircraft.

## Benefit payment period

means the maximum period of time for which **policy benefit** can be paid by **us**, as specified in **your policy schedule**.

## Bodily injury

means injury during the term of the **policy** which is caused solely by **accidental** means and independently of illness or any other cause.

## Contest of speed

means taking part in sprints, racing, speed or time trials involving the following: any type of car or truck, any type of motorcycle or motorised bike including a quad bike, any motor or wind powered boat including a jet ski or a horse (other than for dressage, show jumping and cross country).

## Endorsement

means a clause detailing an exemption from or any change to the **policy**.

## Illness

means any sickness that is not a **bodily injury**.

## Insured event

means an event set out in **your policy schedule** which occurs during the term of the **policy** for which **we** will pay **policy benefit**.

## Linked absence period

means a period of being **unable to work** of at least one (1) week due to the same cause as a previous absence and occurring within 6 months of [the end of] that previous absence.

## Linked claim

means a claim where **you** have returned to work following a period of being **unable to work** but **you**

then become **unable to work** again within 12 months of returning to work, and the **waiting period** is treated as waived.

## Material and substantial duties

mean **occupation**-related duties that:

- are normally required for the performance of an **occupation**; and
- cannot be reasonably omitted, changed, or modified.

## Maximum policy benefit

means the maximum **policy benefit** amount **you** can receive under this policy as set out in the **policy schedule**.

## Mortgage lender

means the person or company that has loaned **you** money at interest which is secured against the value of **your** main residence and home until the loan has been repaid.

## Occupation

means the main occupation **you** were performing immediately prior to **you** being **unable to work**. If **you** have more than one occupation, **we** take your main occupation as that which provides the highest of monthly earnings and number of hours per week worked.

## Policy

means the MortgageSafe **policy** evidencing the contract of insurance between **you** and **us** comprising of the following documents, which together are referred to as the 'policy': these terms and conditions, **your policy schedule**, **our privacy notice**, any **endorsements** to the **policy**, **your** application and any other statements made by **you** to **us**.

## Policy benefit

means the monthly amount of benefit intended to pay **your** mortgage payments in the event **you** are **unable to work** as a result of an **accident** or **illness** as specified in **your policy schedule**.

In respect of Optional Child Cover, if selected, this also means the lump sum benefits **we** will pay in the event **your eligible child** suffers an **insured event**.

**Policy end date**

means the date on which **your** mortgage period expires as detailed on **your policy schedule** being no less than 5 years from the **policy start date** and no later than **your** 70th birthday.

**Policy schedule**

means **your policy schedule** issued by **us** in respect of the **policy**.

**Policy start date**

means the date on which the application is accepted as detailed on **your policy schedule** or, with respect to the Optional Child Cover, the date on which **we** accept inclusion of the Optional Child Cover if later, which does not have an effect on the original **policy start date**.

**Policy year**

means a 12-month period commencing on the **policy start date** and each subsequent 12-month period commencing on the anniversary of the **policy start date**.

**Premium**

means the amount shown in **your policy schedule** which is paid by **you** for the cover provided by **your policy**.

**Premium due date**

means either the monthly anniversary of the **policy start date** or, if **you** chose one, a selected payment date.

**Privacy notice**

means **our privacy notice**, which sets out how **we** may collect, share or process your personal data, and explains **your** rights regarding **your** personal data.

**Professional sport**

means competitive sport undertaken on a professional, not amateur, basis as a main **occupation** and income.

**Self-isolation**

means **you** are staying at home at all times and avoiding any face to face contact as a precautionary measure and / or have been personally advised to self-isolate by a medical professional or the NHS, including the NHS helpline 111.

**Shielding**

means **you** are staying at home at all times and avoiding any face to face contact because **you** or a member of **your** household are clinically extremely vulnerable.

**Unable to work**

means **you** are:

- unable to perform, due to **bodily injury** or **illness** (subject to cover level), the **material and substantial duties** required of **you** in **your** own **occupation** which **you** were performing immediately prior to **you** being **unable to work**; and
- not following any other occupation.

**UK resident**

means any person whose habitual residence, meaning the place where the person's centre of vital interests (economic, domestic and social) is located, is in the United Kingdom of Great Britain and Northern Ireland ('UK'). A person ceases to be a **UK resident** if they leave the UK with the intention of not returning to reside in the UK within 6 months, or if they are away from the UK for a continuous period of six months.

**We/us/our**

means MetLife Europe d.a.c., which is the insurance company that provides **your** insurance cover, and its successors and assigns.

**Waiting period**

means the length of time that **you** must be **unable to work** before any **policy benefit** is paid and as specified in **your policy schedule**.

**We** treat separate periods of being **unable to work** as being continuous provided that each period of being **unable to work**:

- is as a result of the same cause;
- is of at least one (1) week in duration; and
- are all within a 6 month period.

**We** do not combine separate periods of being **unable to work** which occur prior to the **policy start date**.

**You/your**

means the policyholder as stated on **your policy schedule**.

# Optional Child Cover

If selected by **you**, as shown on **your policy schedule**, we will pay the **policy benefit** to help keep **you** on track in the event of any of these events in respect of **your eligible child** occurring during the term of the **policy**.

## What is covered and what is not

**We** will pay the **policy benefits** shown in **your policy schedule** in respect of the **insured events** below, subject to the **policy** exclusions.

**Your eligible child** can be covered under a maximum of two MortgageSafe **policies** provided by **us** and taken out by **you** or **your** spouse or partner. **We** will limit any **policy benefit** we pay to that maximum.

If a single **accident** results in a claim for any combination of multiple **policy benefits** in respect of **your eligible child**, the **maximum policy benefit** we will pay is equal to the **policy benefit** for diagnosis of **cancer** – **excluding less advanced cases**.

Optional Child Cover can be added at any time after the **policy start date**. To add the Optional Child Cover **you** should contact **us**. **We** issue **you** with an **endorsement** to the **policy** to add the cover.

Cover for **your eligible child** starts on the **policy start date** or when **we** accept the inclusion of Optional Child Cover (if later), and continues until the earliest of the following:

- **your eligible child's** 18th birthday (or 23rd birthday if in full-time education, which includes traineeships but does not include apprenticeships);
- **you** or **your eligible child** ceasing to be a **UK resident**;
- the **policy end date** (no later than **your** 70th birthday);
- **your** death; or **your eligible child's** death;
- non-payment of the **premium**.

**You** must notify **us** promptly by telephone and / or in writing if, during the term of the **policy**, **your eligible child**:

- attains the age of 18 (or 23 if in full time education, which includes traineeships but does not include apprenticeships);
- ceases to be a **UK resident**; or
- dies.

## Broken bones

To help keep **you** on track and minimise disruption to normal life, **we** will pay the **policy benefit** shown in **your policy schedule** if, during the term of the **policy**, **your eligible child** sustains **bodily injury** caused by an **accident**, which solely and independently of any other cause results in a **major broken bone** or **minor broken bone**.



### What's not covered?

- Any **major broken bone** or **minor broken bone**, as a result of osteoporosis, brittle bone disease, or any other degenerative bone disorder(s);
- Stress fractures or bruised bones; and / or
- A broken nose.

The general exclusions set out below under the heading “*What is not covered (general exclusions)?*” also apply.

### Hospitalisation in the UK as a result of an accident or illness

To help keep **you** on track and minimise disruption to normal life, **we** will pay **policy benefit** if, during the term of the **policy**, **your eligible child** sustains **bodily injury** caused by an **accident** which solely and independently of any other cause results in **your eligible child** being admitted to **hospital** as an inpatient for at least 24 hours.

Provided Optional Child Cover has been held for at least 12 months, **we** will pay the **policy benefit** if, during the term of the **policy**, **your eligible child** is admitted to **hospital** as an inpatient for at least 24 hours caused by **illness** and the first day of hospitalisation is after the expiry of the first 12 months of the Optional Child Cover.

### Duration of hospitalisation

**Policy benefit** for hospitalisation is only paid for each complete and uninterrupted 24-hour period up to a maximum of 90 days per **accident** or **illness**.

If **your eligible child** is admitted to **hospital** as an inpatient as a result of an **accident** or **illness** for a period of at least 24 hours, and is then admitted again due to the same **accident** or **illness**, this is considered to be a continuation of a previous **hospital** admittance in calculating the **maximum policy benefit** of 90 days.

Hospitalisation as a result of a voluntary organ donation by **your eligible child** to one of their parents, siblings (including legally adopted siblings and step-siblings) or children (including legally adopted children and stepchildren), is covered from the start of the Optional Child Cover.

### What is not covered?

- Hospitalisation resulting from optional surgery (other than voluntary organ donation as described above);
- Hospitalisation in a non-UK hospital; and
- Hospitalisation due to childbirth, abortion, pregnancy or pregnancy-related conditions, including, but not limited to, miscarriage, ectopic pregnancy and placenta praevia.

The general exclusions set out below under the heading “*What is not covered (general exclusions)?*” also apply.

## Diagnosis of cancer – *excluding less advanced cases*

If, during the term of the **policy your eligible child** is diagnosed with **cancer – *excluding less advanced cases***, to help support **you** through the disruption to normal life, **we** will pay the **policy benefit** shown on **your policy schedule**.

### What is not covered?

**We** will not pay **policy benefit** for **cancer – *excluding less advanced cases*** if **your eligible child**:

- has previously been diagnosed as having any form of **cancer – *excluding less advanced cases*** prior to the **policy start date** or date on which **we** accept inclusion of the Optional Child Cover;
- is diagnosed as having **cancer – *excluding less advanced cases*** and the Optional Child Cover has been in force for less than 90 days;
- has any medical tests or investigations during the first 90 days the Optional Child Cover has been in force which subsequently lead to the diagnosis of **cancer – *excluding less advanced cases***; and / or
- had any medical tests or investigations prior to the start of the Optional Child Cover which subsequently lead to the diagnosis of **cancer – *excluding less advanced cases*** after the start of the Optional Child Cover.

The general exclusions set out below under the heading “*What is not covered (general exclusions)?*” also apply to this cover.

## What is not covered (general exclusions)?

The **policy** does not cover any claim caused or resulting directly or indirectly in whole or in part by or from any of the following:

- Any claim arising from an **accident, bodily injury**, and / or **illness** which **you** knew or which **you** ought to have known had commenced or occurred prior to the **policy start date**;
- Any **accident** or **bodily injury** resulting in a claim or multiple claims with respect to **your eligible child** which has been caused directly or indirectly by **you**;
- Unreasonable failure to seek or follow medical advice, including failure to obtain UK medical advice after symptoms have been noticed or **bodily injury** has been suffered;
- Self-inflicted injury or attempted suicide;
- Assault or fighting (except in genuine self-defence);
- Active participation in an actual or attempted illegal act, which includes road traffic offences;
- War, invasion, act of foreign enemy, hostility (whether war has been declared or not), civil war, rebellion, revolution, insurrection, and / or coup;
- Any form of **aerial flight**, other than as a fare paying passenger of a licenced airline or charter service;
- **Your eligible child** drinking alcohol which results in **your eligible child** experiencing physical or mental impairment which causes the **accident** or **bodily injury**, including, but not limited to, problems with balance, mobility, coordination, poor judgment or loss of inhibitions leading to actions **your eligible child** might not otherwise have taken without the influence of alcohol;
- Alcoholism, the excessive consumption of alcohol over a prolonged period or periods, solvent abuse, or drug taking (unless taken as prescribed by a registered doctor or as recommended for non-prescription medication and not for the treatment of drug addiction);
- Participation in a **contest of speed**, mountaineering, outdoor cliff or rock climbing, potholing or **professional sport**;
- Any form of military, army, naval or air force service; or
- Any claim arising from **bodily injury** or **illness** or disease which occurred explicitly as a result of **your eligible child** working with, or engagement with, the following materials, equipment or activities as part of **your eligible child's** occupation, employment or self-employment:
  - the use of, contact with, or exposure to any form of explosive substances or materials, asbestos, pneumatic drilling or tunnelling equipment;
  - diving, demolition, underground or open cast mining, or quarrying;
  - couriering (including food delivery) by means other than a car, van, lorry or by foot; and / or
  - if the **eligible child** is on an oil or gas rig or platform and involved with the collection of oil or gas including the operation; and
  - maintenance of any equipment used in connection with the collection of oil or gas.

## Additional definitions

In addition to the general definitions, for the purpose of these **policy** terms and conditions and any other associated documents, the following expressions have the following meanings, except where the context requires otherwise:

### **Cancer – excluding less advanced cases**

- Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue.
- The term malignant tumour includes leukaemia, sarcoma and lymphoma except cutaneous lymphoma (lymphoma confined to the skin).
- For the above definition, the following are not covered:
  - All cancers which are histologically classified as any of the following:
    - pre-malignant;
    - non-invasive;
    - cancer in situ;
    - having borderline malignancy; or
    - having low malignant potential.
  - All tumours of the prostate unless histologically classified as having a Gleason score of 7 or above or having progressed to at least TNM classification T2bN0M0;
  - Chronic lymphocytic leukaemia unless histologically classified as having progressed to at least Binet Stage A;
  - Any skin cancer (including cutaneous lymphoma) other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin); and / or
  - All thyroid tumours unless histologically classified as having progressed to at least TNM classification T2N0M0.

### **Eligible child / children**

mean **your** children (including legally adopted children and step-children) aged from 6 months to their 18th birthday (or 23rd birthday if in full-time education, which includes traineeships but does not include apprenticeships) who are **UK resident**. Step-child are defined as children of **your** spouse or partner by a previous union. **Eligible children** do not need to live with **you**.

### **Hospital**

means a UK institution, registered as a hospital in accordance with UK law and legislation, which has accommodation for resident patients and facilities for diagnosis, surgery, and treatment including hospices where admittance is for terminal prognosis care. It does not include a long-term care nursing unit, a geriatric or pre-convalescent ward, or an extended care facility for convalescence or rehabilitation.

### **Major broken bone**

means a break caused by **accidental** means and solely and independently of any other cause, which can be evidence by radiological imaging or other **suitable clinical diagnosis**, of a bone within the leg, ankle, arm, back, neck, hip, pelvis, cranium, mandible, shoulder or wrist. More than one break of the same bone is treated as a single claim.

### **Minor broken bone**

means a break caused by **accidental** means and solely and independently of any other cause, which can be evidence by radiological imaging or other **suitable clinical diagnosis**, of any other bone not covered under **major broken bone**. The nose is excluded. More than one break of the same bone is treated as a single claim.

### **Suitable clinical diagnosis**

means a diagnosis based on the physical examination of **your eligible child** and their symptoms, and in a clinical setting, by the treating doctor, who is registered in the UK and who is appropriately specialised in general medicine, or orthopaedics, or trauma medicine.

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