

Part of one of the world's largest and most respected groups, Hitachi Ltd.

About Hitachi Capital

Hitachi Capital provides a carefully selected range of high quality financial and insurance products that can be tailored to meet the needs of both business and personal customers.

Hitachi Capital (UK) PLC was established in 1982.

Hitachi Capital Insurance Europe Ltd, a subsidiary of Hitachi Capital (UK) PLC, acts as a direct insurer for payment protection insurance (PPI) and mortgage payment protection insurance (MPPI) and GAP insurance.

Our Approach

What makes us different from other insurance companies is the high level of service and support we provide. We take enormous pride in our detailed knowledge of the specific markets in which our business partners operate.

Hitachi Capital Insurance Europe Ltd

2 Apex View, Leeds LS11 9BH

Telephone **0870 609 2083**

www.hitachicapital.co.uk

Hitachi Capital Insurance Europe Ltd is a wholly owned subsidiary of Hitachi Capital (UK) PLC, with offices in Dublin, West London and Leeds.

Hitachi Capital Insurance Europe Ltd is authorised and regulated by the Financial Services Authority.

Hitachi Capital Insurance Europe Ltd is regulated by the Irish Financial Services Regulatory Authority.

Fixed Term PPI Version 1 Dec 2006

Hitachi Capital

Payment Protection Insurance Fixed Term Policy

With Optional Life Cover

Takes care of your loan repayments
when accident, illness or unemployment
means you can't.



Hitachi Capital

What is Payment Protection Insurance?

Payment Protection Insurance offers you peace of mind against being unable to meet your monthly loan repayment should the unforeseen occur. The cover protects you should you be unable to meet your monthly repayments due to an accident, illness or unemployment.

What is the optional Life Cover?

The cover protects you should you be unable to meet your monthly repayments due to death of the Policyholder. A small price to pay for peace of mind!

Did you know?*

- The amount of unemployed people has increased by 243,000 from December 2005 to June 2006.
- The number of people claiming jobseekers allowance has increased by nearly 100,000 on the year from July 2005 to July 2006.
- Over 14,000 people die each day in the UK.

* The above information was published by the National Statistics Office in June 2006.

Source: www.statistics.gov.uk.

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Am I eligible for cover?

If you are taking out a loan where the monthly repayment is less than £2,000 you will be eligible provided you:

- are the first named person on the loan agreement.
- are a United Kingdom resident.
- are in paid work for at least 16 hours per week.
- are aged over 18 years and will be under 65 when the loan is paid off.

Is the cover right for me?

The level of cover can be tailored to your needs. Our Payment Protection Insurance offers a choice of cover including:

- life.
- accident, sickness & unemployment.

You should discuss your requirements with the agent before agreeing which combinations of cover you wish to purchase.

Are there any exclusions?

A full list of exclusions is contained within the terms and conditions of the policy on page 5 under the heading "What is not covered". We would strongly recommend that you carefully read the policy terms and conditions prior to purchase to ensure that you are satisfied that the policy provides you with the cover that you want.



How do I make a claim?

In the event that you wish to make a claim contact Hitachi Capital Insurance on **0870 609 2083** who will issue a claim form.

You must continue to make your monthly payments until the claim has been accepted as you are legally obliged to do this under your contract with the finance company.

What do I do if I am not entirely satisfied?

In the unlikely event that you are not entirely satisfied with either the cover provided by this policy or the service you receive we would welcome your comments.

As a member of the Association of British Insurers we adhere to strict standards of service in complaint handling to ensure that your issue is resolved promptly and equitably. Details of the complaints procedure are published in the terms and conditions of the policy on page 13 of this brochure under the heading "Our Promise of Good Service".

Choice of law

English law will apply to this cover unless specifically agreed otherwise.

Cost of cover

Details of the cost of the cover can be found in your loan agreement or proposal form as well as how the payment or payments are to be made.

Fraud

To prevent fraudulent claims Insurers and their agents share information relating to your claim.

Sensitive data

Information defined as sensitive within the Data Protection Act 1998 includes health records. We (or our agents) collect such information at the claim stage. We are unable to offer you this insurance unless you provide consent for the collection and use of sensitive information at the claim stage to enable the processing necessary for the performance of this insurance contract. Such information will only be held by us or our agents.

Cancellation

You may cancel the policy within 30 days of the start date and receive a full refund. If you decide to repay your credit agreement before the final repayment date or if you wish to cancel your insurance, your cover under this policy will end. Provided you have not made a claim you will be entitled to receive a refund of premium but it will not be a proportionate amount of the premium originally paid.

Payment Protection Insurance Fixed Term Policy

keyfacts®

Policy Summary

This summary of cover is provided for ease of reference. It does not contain the full terms and conditions of the policy, which can be found in pages 6 to 19 of this booklet.

Full terms and conditions should be available to you during your purchase of this insurance and we would urge you to ensure you read them carefully prior to purchasing, or during the subsequent 30 days in which you may cancel without financial penalty. Copies are also available from Hitachi Capital.

Name of Insurers

Life cover-Sterling Life Limited
Disability/Unemployment cover-
Hitachi Capital Insurance Europe Ltd.

Scope of Cover (see "Insurance Cover" on your Certificate)

Understanding the Disability and Unemployment cover

The policy, for which you will pay a single premium, will pay your monthly finance company repayments if you are unable to do so due to the following:

Death

Sterling Life will pay the settlement figure to the Policyholder if, during the period of cover you die. The policy will pay the amount outstanding on your finance agreement subject to a maximum of £50,000. (Section A-6 Guide to your Policy)

Disability

The policy will pay your monthly repayments for every 30 days absence from work. If you are absent from work for a period of less than 30 consecutive days, you will not receive any payment for this period. The benefit will be paid for a maximum of 12 months.

Unemployment

The policy will pay your monthly repayments for every 30 days absence from work. If you are absent from work for a period of less than 30 consecutive days, you will not receive any payment for this period. The benefit will be paid for a maximum of 12 months.

Eligibility

You are eligible for this cover if you are aged 18 or over and you will be under 65 at the end of the finance contract, you are in work and living lawfully in the UK

What is not covered (see "What is not covered" on your certificate)

1 Disability or Unemployment due to;

- pre-existing medical conditions,
- self inflicted injury,
- consumption of alcohol or drugs,
- backache and stress (unless medical evidence is provided),
- normal pregnancy.

2 Unemployment;

- occurring or being notified to you within the first 60 days of cover,
- when you have not been working continuously for a period of 6 months and at least 16 hours per week,
- resulting from the expiry of a fixed term contract unless such a contract is annual and has been renewed at least twice,
- which is in any way voluntary.

3 Death directly or indirectly caused by:

- a pre-existing condition; or
- consumption of alcohol or drugs; or
- intentionally self inflicted injury.

These are only the main exclusions; please see your Life Certificate of Insurance for full details. (Section C-2 of your Life Certificate of Insurance for full details)

How do I make a claim?

Life Claims should be notified within 120 days to Sterling Life Limited at 50 Kings Hill Avenue, Kings Hill West Malling Kent ME19 4JX – telephone 0845 271 1500.

Disability/Unemployment claims should be notified immediately to Hitachi Capital Insurance Europe Ltd on telephone number **0870 609 2083**.

Duration of Policy

The cover under this policy will run for the duration of your finance agreement or a maximum of 5 years, or until your 65th birthday or your retirement from work or if your stop or are late with your monthly repayments under your finance agreement.

Complaints

If you wish to make a complaint about the Life cover under this policy please contact the **Customer Services Manager Sterling Life Limited at**

**50 Kings Hill Avenue, Kings Hill
West Malling Kent ME19 4JX
– telephone 0845 271 1500.**

If you wish to complain about the Disability/Unemployment cover under this policy please contact **The Customer Satisfaction Manager, Hitachi Capital Insurance Europe Ltd, 2 Apex View, Leeds LS11 9BH**. You retain the right to refer your complaint to the Financial Ombudsman Service.

Cancellation

You may cancel the policy within 30 days of either the start date of this policy or the date that full terms and conditions are issued, and receive a full refund. If you decide to repay your credit agreement before the final repayment date or if you wish to cancel your insurance, your cover under this policy will end. Provided you have not made a claim you will be entitled to receive a refund of premium in accordance with the rules set out in the Consumer Credit Act 2006.

Compensation

Hitachi Capital Insurance Europe Ltd and Sterling Life Ltd are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if Hitachi Capital Insurance Europe Ltd and Sterling Life Limited cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

Further information about compensation scheme is available from the Financial Services Compensation Scheme, 7th Floor, Loyds Chambers, Portsoken Street, London, E1 8BN, telephone 020 7892 7300 or fax 020 7892 7301.

THIS IS AN IMPORTANT DOCUMENT. PLEASE KEEP IT IN A SAFE PLACE.

Payment Protection Insurance Terms and Conditions

Understanding the disability and unemployment cover.

In order to ensure that this product provides **You** with the cover **You** require **We** would recommend that **You** carefully read this section which contains a copy of the full policy terms and conditions. Please make sure **You** understand and fully comply with its terms and conditions before purchasing this product. Should **You** require clarification on any aspect of the policy wording prior to purchase please seek guidance either from the agent arranging **Your** insurance, or directly from Hitachi Capital Insurance Europe Ltd. Failure to comply with the terms and conditions may jeopardise the payment of any claim and could lead to the policy becoming void.

This Payment Protection Insurance is provided by Hitachi Capital Insurance Europe Ltd whose registered office is at 4th Floor, Marsh House, 25/28 Adelaide Road, Dublin 2, Registered in Republic of Ireland, number 156701, and regulated by the Irish Financial Services Regulatory Authority.

The UK operating centre of **Hitachi Capital Insurance Europe Ltd** is **2 Apex View, Leeds LS11 9BH**. Hitachi Capital Insurance Europe Ltd is authorised and regulated by the Financial Services Authority. You can check this information on the FSA register by visiting www.fsa.gov.uk/register, or by contacting the FSA on **0845 606 1234**.

The company providing the insurance is a company agent of Hitachi Capital Insurance Europe Ltd who operates under the Association of British Insurers Code of Practice.

If **You** need help with anything in this Certificate, please phone **0870 609 2083**. Telephone calls may be monitored or recorded to assist with staff training and for quality control purposes.

Please read this document carefully as it contains the terms of the Payment Protection Insurance cover in the event of **Your Disability** or **Unemployment**.

A Certificate is available in large print, on tape, and in Braille on request by telephoning or writing to **Us**.

Definitions

Certain words used in the Certificate have particular meanings. These words are defined here in alphabetical order and whenever they are used in the Certificate they appear in **Bold** typeface.

Agreement – the credit **Agreement** between **You** and the **Lender** which **We** are insuring **You** for.

Date Cover Ends – the date on which this insurance cover will end, which will be the earliest of the following dates;

- the date on which the **Agreement** ends, or
- the date on which **You** become three months behind with **Your** monthly loan repayments under the **Agreement**, or
- the **Repayment Date**, or
- **Your** 65th birthday, or
- **Your** death, or
- the date on which a judgement is entered in any court in connection with **Your** obligations under the **Agreement**, or
- 60 months from the **Start Date**, or
- the date on which all amounts, excluding any missed payments, are paid to the **Lender** under **Your Agreement**, or
- the day on which **You** permanently retire from **Work**.

Deferred Period – the period between the **Start Date** and the day before **You** are due to make the first repayment under the **Agreement**.

Deferred Repayment Scheme – an **Agreement** where **You** can defer the monthly repayment to the **Lender** for the **Deferred Period**.

Disability/Disabled – being unable to carry out **Work** of any kind because of an accident or illness which occurs or starts during a period when **You** are in **Work** and which prevents **You** from continuing **Your Work** or other **Work** that **Your** experience, education or training would allow **You** to do. Such **Disability** shall be deemed to start on the day **You** first consult, or receive treatment from a **Doctor** and, as a result, the **Doctor** has certified **You** as unfit for **Work**. If **You** are **Self Employed**, a **Disability** must stop **You** from helping, managing or carrying out any part of the day-to-day running of the business.

Doctor – a medical practitioner who is fully registered with the General Medical Council and works in the UK. This does not include **You**, **Your** spouse or any of **Your** co-habitees or relatives.

Lender – the company providing the finance.

Medical Complication – a symptom of pregnancy which has developed into an identified condition which has been diagnosed as a complication

arising from pregnancy by a registered obstetrics specialist. It does not include;

- childbirth by caesarean section, or
- any normal symptom of a temporary or minor nature which presents no medical danger to mother or baby.

Monthly Benefit – an amount equal to the monthly instalment **You** pay the **Lender** under the terms of **Your Agreement** excluding any default charges up to a maximum of £2,000 (**Monthly Benefit** does not cover any balloon, residual payment, capital sum payment, or other balancing items due to **Your** finance company at the end of **Your Agreement**). During any **Deferred Period** the **Monthly Benefit** will be £Nil.

Notification – the first intimation given to **You** either orally or in writing of **Your** impending **Unemployment**, given either by **Your** employer or a trade union official.

Permanent Employment – **You Working** in a paid job under a contract of employment for not less than 16 hours per week for an

employer based in the United Kingdom and paying Class 1 National Insurance contributions or are self employed.

Repayment Date – the date when **You** have to make **Your** final repayment under the **Agreement**.

Self Employed – **You** are actively Working for profit in a profession or business as sole trader; or in partnership with others, or assisting with, managing or carrying on a business in the UK and paying Class 2 National Insurance Benefit Contributions and being assessable to Income Tax under Schedule D Case I or II; or being a director, controlling director or an employee of a company in which **You** have a shareholding of 51% or more of a private limited company with an issued and fully paid share capital of less than £1,000

Start Date – the date of **Your Agreement**.

Totally Unemployed – being without any **Work** and being registered with an appropriate Government agency and actively seeking **Work**. If **You** are

a woman who has reached statutory pensionable age **You** will be considered as **Totally Unemployed** if **You** provide enough evidence throughout the period of **Your** claim that **You** are looking for **Work**.

Unemployment - a period during which **You** are no longer in **Work**, and if **You** are **Self Employed** have ceased to trade, being without any **Work** and registered as **Unemployed** with the Department of Work and Pensions (or other appropriate Government agency) and available for and actively seeking and applying for alternative **Work** or **Self Employment** and in receipt of the appropriate National Insurance Contributions credits.

We, Us, Our – Hitachi Capital Insurance Europe Ltd or their agents.

Work, Working – in paid employment for at least 16 hours a week in the UK or **Self Employed** in the UK and paying the correct class of National Insurance.

You, Your – the person named as the customer in the **Agreement** who, on the **Start Date** is;

- over the age of 18, or
- not over the age of 65 on the **Date Cover Ends**, and
- in **Work**.

Insurance Cover

If, during the period of **Your** insurance cover, and subject to the terms of the cover, **You** cannot **Work** for one of the reasons shown in the sections headed “**Disability**” or “**Unemployment**”, **We** will pay the **Lender** the **Monthly Benefit**.

The maximum number of **Monthly Benefits** payable under each section is detailed within the **Summary of Cover** provided by the person arranging **Your** insurance.

If the reason for **Your** claim changes from **Disability** to **Unemployment** or from **Unemployment** to **Disability**, **You** can continue to claim without having to wait a further 30 days, which would otherwise be required.

Disability

For each period of 30 days in a row **You** cannot **Work** because of **Disability**, **We** will pay one **Monthly**

Benefit. **We** will continue to pay the **Monthly Benefit** until;

- the **Disability** ends, or
- **You** fail to provide proof of **Your Disability**, or
- the **Date Cover Ends**, or
- the outstanding balance owed to the **Lender** is paid, or
- **We** have paid an amount equal to the maximum number of **Monthly Benefits** under the **Disability** section, whichever is earlier.

You will not qualify for **Monthly Benefit** as a result of **Disability** unless **Your Doctor** has certified **You** as unfit for **Work**. However, if **You** fill in a self-certification form for the first seven days of **Your Disability** and are thereafter certified as unfit for **Work** by **Your Doctor** those seven days will be included in the above 30 day period.

Once **You** have been paid the maximum number of **Monthly Benefits** for any **Disability** claim, **You** will not be able to make another **Disability** claim until **You** have been in continuous **Work** or where **You** are on statutory maternity leave **Your Doctor** certifies that **You** would be continuously fit for



Work if **You** were not on statutory maternity leave, for;

- 30 consecutive days if the **Disability** is different, or
- six months if the **Disability** is the same.

No payment will be made for any interval of less than 30 days.

Unemployment

For each period of 30 days in a row that **You** are **Totally Unemployed** as a result of **Unemployment**, **We** will pay one **Monthly Benefit**. **We** will continue to pay the **Monthly Benefit** until;

- **You** return to **Work**, or
- the **Date Cover Ends**, or
- **We** have paid an amount equal to the maximum number of **Monthly Benefits** under the **Unemployment** section, or
- the outstanding balance owed to the **Lender** is paid, whichever is earlier.

You will only qualify for **Monthly Benefit** as a result of **Unemployment** if **You** have been in continuous **Permanent Employment** for at least six consecutive months immediately

prior to the date of **Your Unemployment**.

If **You** cease to be entitled to **Monthly Benefit** for **Unemployment** then **You** will not be entitled to any further **Monthly Benefit** under the **Unemployment** section until **You** have returned to **Permanent Employment** for a continuous period of at least three months.

Where **You** are **Totally Unemployed** for two periods separated by less than three calendar months **We** will treat this as one continuous claim.

If whilst **You** are **Totally Unemployed** and **You** wish to commence temporary **Work** then, provided **You** have first contacted **Us** and have given **Us** full details of the temporary **Work** and have received **Our Agreement**, if the temporary **Work** does not continue for more than six months **We** will not, during that period, pay **Monthly Benefit** but will treat **Your** claim as suspended and will, thereafter, commence or resume payment of **Monthly Benefit** as if **You** had one continuous claim.

No payment will be made for any interval of less than 30 days.

What is not Insured

- 1 Disability** or **Unemployment** as a result of;
 - self-inflicted bodily injury, or
 - pregnancy or childbirth, unless there is a **Medical Complication**, or
 - drinking alcohol or taking drugs unless **Your Doctor** tells **You** to, provided **Your Doctor's** advice is not part of a treatment for alcoholism or drug addiction.
- 2 Disability** or being **Hospitalised** as a result of;
 - backache and related conditions, unless there are x-rays which show medical abnormalities, or
 - stress, anxiety or a psychotic, psychoneurotic, or any other mental disorder, unless it is diagnosed by a consultant who is a member of the Royal College of Psychiatrists and registered by that Royal College as being a consultant, or
 - any condition, injury, or sickness that **You** have been to **Your Doctor** about, have received treatment for, or have experienced symptoms of, within 12 months of the **Start Date**, or

- cosmetic or beauty treatment, unless it is needed because of a physical illness, disease, or injury caused by an accident.

3 Unemployment

- which is in any way voluntary or results directly or indirectly from **You** refusing any other reasonable employment that **Your** employer offers **You**, or
- if it happens prior to or within 60 days of the **Start Date** or **Notification of Redundancy** was given to **You** (or if, in **Our** reasonable opinion, **You** were aware of a forthcoming **Notification**) prior to or within 60 days of the **Start Date**, or
- if **You Work** on a temporary or casual basis unless **We** have previously agreed to cover **You** for that **Work**, or
- if it results from a fixed term contract of employment ending, or
- resulting directly or indirectly from a strike, labour dispute or lock-out, or
- if it happens at a time when **You** are working outside the UK for more than 30 days in a row, or

- if **You** were, at the date of **Your Unemployment**, employed by a company of which **You** or **Your** spouse, partner, parent, child, brother or sister were a director and/or shareholder (other than by way of bona fide investment in a company quoted on a recognised stock exchange) or by someone who is **Self Employed** or by a partnership, where the person who is **Self Employed**, or any of the partners, is **Your** spouse, partner, parent, child, brother or sister, or
- for periods of time where **You** have received pay instead of notice of **Your Permanent Employment** ending.

However:

- if **Your Unemployment** is due to the expiry of or occurs during a fixed term contract where **Your Permanent Employment** has been renewed at least once since the **Start Date** with the same employer on fixed term contracts, provided there is no period between the contracts when **You** were without **Permanent Employment** and **You** have been

in **Permanent Employment** for a total unbroken period of at least two years, this exclusion will not apply, or

- if **Your Unemployment** arises during a fixed term contract which has not been renewed at least once since the **Start Date** **You** may be eligible to claim benefit for the period until the original expiry date of the fixed term contract, subject to the maximum number of **Monthly Benefits**.
- **You** are **Self Employed** and cannot provide proof of **Unemployment** from **Your** accountant and HM Revenue and Customs.
- If the **Unemployment** occurs prior to, or within 60 days of the start date, or Notification of **Unemployment** was given to **You** (or if, in **Our** reasonable opinion, **You** were aware of a forthcoming **Notification**), prior to or within 60 days of the start date, **You** will not be covered.

4 Instalments due under **Your Agreement** that exceed £750.

5 Balloon payments (this is a large, lump sum payment made by **You** at either specific intervals or at the end of a long term balloon loan, in exchange for smaller monthly payments, a lower interest rate and a smaller amount of cash initially put down than under a standard loan Agreement), residual payment, capital sum payment, administration fees, or other balancing charges due to **Your Lender** at the end of the **Agreement**, even if included within the monthly instalment.

6 Early termination charges if **Your Agreement** is ended.

7 Any claim caused;

- directly or indirectly by war, invasion, act of foreign enemy hostilities (whether war be declared or not), terrorist attacks, civil war, rebellion, revolution, insurrection or military or usurped power, or

- by radiation and radioactive contamination, or any related event.

Conditions

1 To receive benefit under this insurance, on the **Start Date** **You** must;

- be the first named party to an **Agreement**, and
- be 18 or over, and
- not be over 65 on the **Date Cover Ends**, and
- be in **Work**.

2 Benefits will only be paid if there are sums to be repaid by **You** to the **Lender** under the **Agreement**. **We** will pay all benefits directly to the **Lender**.

3 **You** cannot transfer **Your** rights or benefits under the policy to someone else.

4 There are compensation arrangements in place if **We** cannot pay **Our** debts. **You** can ask **Us** for more information about this at any time.

5 The premium is a single one-off payment that the **Lender** pays **Us**, on **Your** behalf, at the **Start Date** of the insurance.

6 **You** are not entitled to have **Your** premium reduced, refunded, or cancelled if **We** have paid any benefits.

7 This insurance is subject to the non-exclusive jurisdiction of the English courts. If **You** live in Scotland or Northern Ireland, the insurance is subject to the jurisdiction of the courts of the country **You** live in.

8 Payment made by **Us** may, in some circumstances, affect **Your** entitlement to state benefits.

9 It is a pre-condition of **Our** liability that **You** comply with all the requirements to this Certificate and that **You** take all reasonable steps to minimise **Our** risk and ongoing liability under the policy.

10 The Certificate, any endorsement to it, any proposal and any other written statement made by **You** or on **Your** behalf on which **We** have

relied when accepting **You** for cover under the Contract, shall constitute the entire contract between **You** and **Us**.

Cancellation

You may cancel the policy within 30 days of the start date and receive a full refund. If **You** decide to repay **Your** credit agreement before the final repayment date or if **You** wish to cancel **Your** insurance, **Your** cover under this policy will end. Provided **You** have not made a claim **You** will be entitled to receive a refund of premium which will be calculated in accordance with the rules set out in the Consumer Credit Act 2006. In addition the Lender may apply a cancellation charge. Please contact **Your** Lender for details.

In exceptional circumstances (e.g. **You** default on your finance agreement) **We** can withdraw, terminate or cancel the policy by giving **You** 60 days written notice. This will not affect **Your** right to receive **Monthly Benefit** for any **Redundancy** or **Disability**, which occurred before the cancellation date.

Any premium refund will be sent by **Us** to the **Lender** and used by the **Lender** to reduce the amount **You** owe under **Your Agreement**.

Fraud

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

If any information provided to **Us** by **You** or anyone acting on **Your** behalf is inaccurate or if **You** fail to disclose any information which might reasonably affect our decision to provide insurance to **You**, **Your** right to any benefit under the Certificate shall end.

If any claim under the Certificate is fraudulent or is intended to mislead **Us** or if fraudulent or misleading means are used by **You** or anyone acting on **Your** behalf to obtain benefit under the Certificate, **Your** right to any benefit under the

Certificate shall end and **We** shall be entitled to recover any benefit paid, and costs incurred.

Sensitive Information

Sensitive information under the Data Protection Act 1998 includes health records. **We** collect this information when **You** make a claim and cannot offer **You** this insurance unless **You** give **Us** permission to collect and use sensitive information. **We** will only use any sensitive information **We** collect when **You** make a claim.

How to Make a Claim

- 1 To obtain a claim form, please call or write to:
Hitachi Capital Insurance Europe Ltd
2 Apex View, Leeds LS11 9BH
Tel 0870 609 2083
- 2 Complete **Your** claim form carefully, following the instructions:

If **You** need to claim for a **Disability**, make sure **You** complete the section relating to the Access to Medical Records Act. This will avoid delays when **We** deal with **Your** claim. **You** will also need to arrange for **Your**

Doctor to complete the relevant section of the claim form.

If **You** need to claim for **Unemployment**, make sure that **You** claim any benefit **You** are entitled to from the **Department for Work and Pensions**. **You** should have the relevant section of the claim form stamped by the local Department Office. **You** may need to send **Us** the original Jobseekers **Agreement**, and details of **Your** previous employer, so that **We** can make any enquiries that **We** feel are necessary. Photocopied documents are not acceptable, so please send the original to **Us** by recorded delivery (**We** will return the original to **You**).

- 3 Send **Your** completed claim form back to **Us**, no later than a 120 days after the first day of **Your Disability** or **Unemployment**.

Send it to:
Claims Department
Hitachi Capital Insurance Europe Ltd
2 Apex View, Leeds LS11 9BH

If **You** do not notify **Us** within a 120 day period (except in

exceptional circumstances) **Your** claim will be declined.

- 4 **You** must give **Us** all certificates, information and evidence within 120 days of **Us** asking for it (except for exceptional circumstances). **You** must pay any costs involved in doing this.
- 5 **You** must agree to be examined by a **Doctor We** have chosen if **We** ask. **We** will pay for the cost of the examination, but if **You** fail to attend **Your** entitlement to receive benefit will end.

Our Promise of Good Service

With Hitachi Capital, **You** can expect the highest level of customer service. In the unlikely event that **Our** service does not meet with **Your** expectations **You** should contact;

The Customer Satisfaction Manager
Hitachi Capital Insurance Europe Ltd, 2 Apex View, Leeds LS11 9BH.
Tel 0870 609 2083.

A full review of **Your** complaint will be undertaken promptly by an appropriate person.



If **We** are unable to resolve **Your** complaint to **Your** satisfaction, **You** have the right to ask the Financial Ombudsman Service to review **Your** case. Any referral to the Ombudsman must take place within 6 months from the date of **Our** final decision.

Further details are available at www.financial-ombudsman.org.uk, or by writing to;

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

We can also provide **You** with a leaflet detailing the services offered by the Ombudsman.

Compensation

Hitachi Capital Insurance Europe Ltd is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if Hitachi Capital Insurance Europe Ltd cannot meet its obligations. This depends on the type

of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2000 and 90% of the remainder of the claim, without any upper limit. Further information about the Compensation Scheme is available from the Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portoken Street, London E1 8BN. Telephone 020 7892 7300 or fax 020 7892 7301.

Understanding the optional life cover

In order to ensure that this product provides **You** with the cover **You** require **We** would recommend that **You** carefully read this section which contains a copy of the full policy terms and conditions. Please make sure **You** understand and fully comply with its terms and conditions before purchasing this product. Should **You** require clarification on any aspect of the policy wording prior to purchase please seek guidance either from the agent arranging **Your** insurance, or directly from Hitachi Capital Insurance Europe Ltd. Failure to comply with the terms and conditions may jeopardise the payment of any claim and could lead to the policy becoming void.

What is this policy for?

Provided **you** have paid **your** premium, **we** will pay the benefits described if **you** die. Full details of **your** cover, the conditions that apply, the claims process and the circumstances when claims will not be met are contained in this **policy**.

Are you eligible for cover under this policy?

It is particularly important that **you** check that **you** may take out cover under this **policy**.

On the **start date** **you** must:

- 1 Be the first named customer in **your agreement**; and
- 2 Be living lawfully in the **UK**; and

- 3 Be over 18 and not reach 65 years of age before the **repayment date** of **your agreement**; and

Customer Information Your right to change your mind

You may cancel this **policy** by writing to the company who arranged cover for **you** within 30 days of either the **start date** or the date that full terms and conditions were issued to **you** if this is later. **We** will refund any premium paid.

If **you** cancel **your policy** or **you** repay **your** loan early, **we** will refund part of the premium which has been paid. Please see Section E of **your**

policy for an explanation of how **we** will calculate this.

To cancel your policy please contact the company who arranged cover for you. They will process any premium rebate and notify Insurers of the termination of cover. Please note it is not possible to cancel Life cover alone. Any request for cancellation will be applied to the whole policy.

Telephone calls may be monitored or recorded to assist with staff training and for quality control purposes.

If **you** have any queries regarding **your** cover under this policy, please telephone 0870 271 1500

If **you** have hearing or speech difficulties **you** can text telephone **us** on 0845 271 1475. This document and all **our** literature is available in large print, audio and Braille – **we** will be happy to supply **you** with a copy or **you** can call **us** on 0870 271 1500

To make a claim please contact:

Customer Service Manager, Sterling Life Limited, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4JX. Telephone 0845 271 1500

Contents of your policy

Your policy contains the following sections:

SECTION A – Guide to **your policy**. this section tells **you** who is insured and what benefits **we** will consider.

SECTION B – Premiums. this section tells **you** how **you** are paying for this **policy**.

SECTION C – Life insurance benefit. This section tells **you** the benefits **we** will pay and the terms and conditions that apply to them.

SECTION D – Claims. this section tells **you** what must be done to make a claim under this **policy**.

SECTION E – Rebates. this section tells **you** how **we** calculate refunds of premium if **you** cancel **your policy** or repay **your** loan early.

SECTION F – General Provisions. this section tells **you** the general terms that apply to **your policy**.

SECTION G – Customer Service Information. this section tells **you** how to contact **us** and how to make a complaint.

SECTION H – Meaning of words. this section tells **you** the meaning of words that are in the **policy** in bold.

SECTION A – GUIDE TO YOUR POLICY

- 1 **Who are your insurers?**
Sterling Life Limited provides life cover as set out in Section C.
- 2 **Who is your lender?**
The **lender** under **your agreement** is the finance company with whom **you** have entered into an **agreement**.
- 3 **Who is insured?**
The person named first in the **agreement**.

4. When does my insurance cover start?

The date when the **lender** advances credit under the **agreement** to **you**.

5. When does my insurance cover end?

The **end date** of your **policy** is the earliest of the following dates:-

- a) The date of **your** death; or
- b) The date **you** reach the age of 65; or
- c) 5 years from the **start date**; or
- d) The date on which all sums due to the **lender** under your **agreement** have been paid; or
- e) The **repayment date**; or
- f) The 15th day after the **lender** repossesses any of the goods that are the subject of your **agreement**.

6. What benefits will we pay?

Life – The **settlement figure**. **We** will only pay the **settlement figure** once under this **policy**, and then cover under this **policy** will end.

Please note – the maximum sum we will pay for a life claim is £50,000.

SECTION B – THE PREMIUM YOU PAY

- 1 The amount of **your** premium is shown in the statement of price **you** received before **you** took out the policy. If you have not received this, please ask the person who sold **you** the policy for it as soon as possible. The amount **you** pay includes any applicable Insurance Premium Tax.
- 2 You may have borrowed the amount of **your** premium from **your lender** and added it to the loan under **your agreement**. **You** will therefore be paying interest on the amount of the premium **you** have borrowed, and the amount **you** have borrowed with interest will be repaid as part of the loan. These amounts should be clearly shown on the statement of price. **You** should note that the period over which **you** repay the loan may be longer than the period of cover under the **policy**.

SECTION C – LIFE BENEFIT

1. What will we pay if you die?

We will pay the **settlement figure** to the **lender** if **you** die during the **period of cover**.

2. When will we not pay life benefit?

We will not pay benefits if **your** death results directly or indirectly from:-

- a) Any injury, illness, disease or sickness which is due to a **pre-existing condition**; or
- b) **Your** consumption of alcohol; or
- c) **Your** taking drugs; or
- d) Intentionally self-inflicted bodily injury; or
- e) Radiation, contamination or the radioactive effect of any nuclear fuel or its components; or
- f) An act of **CBRN terrorism**.

3. Special Note

- a) We will not apply 2 a) above if **you** have been free of all symptoms of the **pre-existing condition** for a period of at

least two years before the before the reoccurrence of that condition that leads to **your** death and **you** have not consulted or arranged to consult a **doctor** about the **pre-existing condition** in that period.

- b) We will not apply 2 c) above if **you** are taking drugs under the qualified medical advice or supervision of a **doctor** (and provided **you** have not exceeded the prescribed dose or failed to comply with any advice given in connection with taking such drugs).

SECTION D – CLAIMS

1 How do you make a claim for benefits?

Your personal representatives must write to **us** telling **us** about **your** claim. This should be done within 120 days of the date of the event for which a claim is being made.

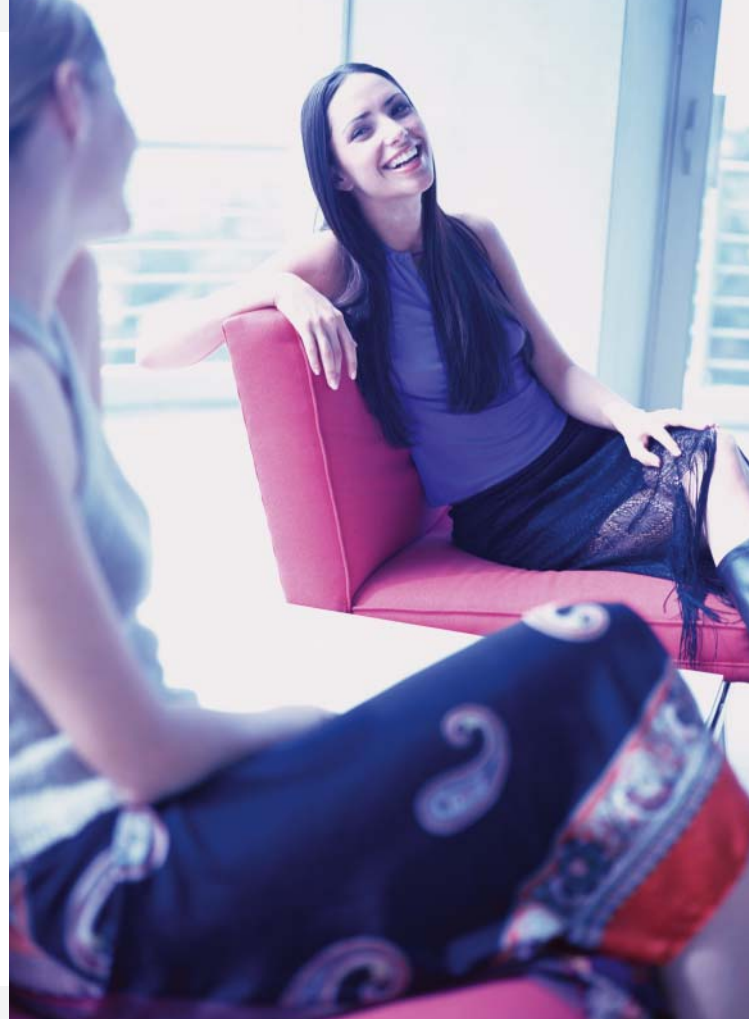
Your personal representatives must give **us** any information and proof that **we** may reasonably need. Where any expense is

incurred in obtaining this information, it will be **your** responsibility to pay for this. To request a claim form please contact: Customer Service Manager, Sterling Life Limited, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent KE19 4JX

SECTION E – REBATES

If **you** wish to cancel **your policy** or **you** repay **your** loan early, **we** will refund part of the premium which has been paid. Please note that the refund will not be a proportionate amount of the premium originally paid. **We** work out refunds using an actuarial method which has the effect of apportioning more of **your** premium to the early part of the policy term. Many of **our** costs are incurred at the beginning of the **policy** and the amount **we** might have to pay out for a claim is greater at the beginning of the policy than at the end.

The actual amount **you** would receive will depend on the amount of **your** premium and the actuarial assumptions and method **we** use at the time. It is not guaranteed. **We** may change the method **we** use from time to time.



SECTION F – GENERAL PROVISIONS

1 Fraudulent claims or misleading information.

If any information provided to **us** by **you** or anyone acting on **your** behalf is inaccurate or if **you** do not disclose any information that might reasonably affect **our** decision to provide insurance to **you**, **your** right to any benefit under this **policy** will end. If any claim under this **policy** is fraudulent or is intended to mislead **us** or if any misleading or fraudulent means are used by **you** or anyone acting on **your** behalf to obtain benefit under this **policy**, **your** right to any benefit under this **policy** will end and **we** will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim.

2 Payment of Benefits

All benefits payable under this **policy** will be paid to the **lender** for the credit of **your agreement**. Payment of benefit may be made by Sterling Insurance Group

Limited on behalf of the **company**. Such payment will constitute full discharge of the liability of the **company** to **you**.

3 Legal

This **policy**, together with any endorsement to it, any proposal and any other written statement made by **you** or on **your** behalf on which **we** have relied when accepting **you** for cover under this **policy** constitutes the whole of the contract between **you** and **us**. No provision or condition of this **policy** may be waived or modified except by a written endorsement, which must be signed by an authorised official on **our** behalf. English Law applies to this **policy** unless **you** have asked for another law and **we** have agreed to this in writing before the **start date**. It is not possible for **you** to transfer **your** rights under this **policy**.

No person, persons, company or other party who or which is/are not covered under this **policy** or the **lender** shall have any right under the Contracts (Rights of

Third Parties) Act 1999 to enforce any term or condition of this **policy**. This will not affect any right or remedy of a third party that exists or is available apart from that Act.

The Financial Services Compensation Scheme may assist **you** in some circumstances, if **we** were unable to meet **our** liability to **you**. Further details are available on request.

The Data Protection Act 1998 gives **you** the right to a copy of **your** personal data held by **us** upon payment of a fee. In accordance with the Disability Discrimination Act 1995 **we** are able to provide upon request a textphone facility, audio tapes, large print documentation and Braille documentation. Please advise **us** if **you** require any of these services to be provided so that **we** can communicate in an appropriate manner.

SECTION G – Customer Service Information

How do you make an enquiry or make a complaint?

A copy of our complaints procedure is available to all policyholders on request from. Customer Service Manager, Sterling Life Limited, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4JX Telephone 0845 271 1500.

Any enquiry or complaint you may have regarding this policy should also be sent to the above address. Telephone calls may be monitored or recorded to assist with staff training and for quality control purposes. Please be ready to provide all relevant details of your policy and in particular your policy number to help your enquiry be dealt with speedily.

If you remain dissatisfied you may refer your complaint to The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, telephone: 0845 080 1800. Please note that the Financial Ombudsman Service will normally only consider a complaint once we have issued a final decision. This will

not affect your legal rights. For further information about your statutory rights, you should contact your local authority Trading Standards Department or Citizen's Advice Bureau.

SECTION H – Meaning of Words

In this policy, the words listed below have special meanings when they appear in bold text:

“Agreement” means your finance or loan agreement with the lender;

“CBRN terrorism” means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public, or any section of the public in fear resulting directly or indirectly from or in connection with the release of chemical, biological, radiological or nuclear agents;

“Company, we, us, our” means Sterling Life Limited;

“Doctor” means:-

- a registered medical practitioner practising in the UK being a fully registered person under the Medical Act 1983;
- but does not include you, your spouse, your co-habitees, your registered civil partner under the Civil Partnership Act 2004 or any of your relatives;

“End date” means the end date set out in Section A - “Guide to your policy”;

“Lender” means the lender referred to in the guide to your policy with whom you have entered into an agreement;

“Period of cover” means the period from the start date to the end date;

“Permanent employment” means you are working for remuneration for an employer based in the UK under a contract of employment and paying Class 1 National Insurance Contributions;

“Policy” means this insurance policy;

“Pre-existing condition” means 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 had seen or arranged to see a doctor about in the 12 months before the start date;

“Repayment date” means the date on which the final payment under the original terms of your agreement becomes due;

“Self-employed” means you are working alone, or in partnership with others in the UK for remuneration or profit, registered with HMRC as self-employed, and paying Class 2 National Insurance Contributions (or being credited in respect of such contributions) and being assessed for Income Tax under Schedule D Case I or II;

“Settlement figure” means the amount required by the lender at the date of your death to discharge the amount you owe under your agreement. For this purpose, the

amount you owe excludes default charges, associated charges, and arrears;

“Start date” means the date set out in Section A - Guide to “your policy”;

“UK” means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man;

“Work” means being in permanent employment or self-employed (including being on statutory maternity, paternity or adoption leave);

“You, your” means a UK resident who is eligible for and has applied for this insurance under this policy.

Sterling Life Limited is authorised and regulated by the Financial Services Authority.

Sterling Life Limited appears in the Financial Services Authority's (FSA) Register. The FSA register number for Sterling Life Limited is: 202178.

Sterling Life Limited is a private company limited by shares incorporated in England under registered number 911235.

Sterling Life Limited is a wholly owned subsidiary of Sterling Insurance Group Limited.