

POLICY SUMMARY

What is this keyfacts document?

This is a summary of New Start Maintenance Protection cover, and does not include the full terms and conditions of the contract, which can be found in the policy document. A specimen policy document is available on request from MaintenanceAssist.co.uk.

Who is providing this insurance policy?

This policy is underwritten by a panel of insurers:

Section A:

Debt Recovery and Legal Expense Insurance

Inter Partner Assistance SA, and managed on their behalf by
Arc Legal Assistance Ltd.
PO Box 8921
Colchester
CO4 5YD

Sections B&C:

Disability, including sickness and accidental death

Novae Syndicate 2007 at Lloyd's,
Novae Group plc,
71 Fenchurch Street
London
EC3M 4HH

Section D:

Life Assurance (non accidental death only)

Sagicor Life at Lloyd's, Syndicate 44,
1 Great Tower Street,
London,
EC3R 5AA

Maintenance Assist is a trading name of Crispin Speers & Partners Limited, who are authorised and regulated by the Financial Services Authority, reference number 311507.

Eligibility:

You must be the beneficiary of a legally binding order for maintenance (a consent order). This court order must have been made in a UK court – see the policy document for full details. The maintenance payer must normally be domiciled in the UK, be under 65 and be in good health with no known threat of unemployment when the policy is purchased.

Type of insurance and cover

This maintenance protection insurance is a package of insurances designed to protect continuity of your maintenance payments from death, disability or unemployment of the maintenance payer. It also provides for the costs of debt recovery or legal expenses of enforcement in the event of non-payment of maintenance for other reasons. There is also a confidential legal adviceline that can help with family legal matters.

Significant features and benefits:

There are several options for cover, currently Standard and Gold. The major difference is that Standard covers up to 12 months of lost maintenance and Gold covers up to 24 months. Please see www.MaintenanceAssist.co.uk for a current comparison of features where you will also find a comprehensive explanation of the many benefits of purchasing this cover.

Waiting periods:

You cannot claim within the first 30 days of disability or unemployment. After 30 days has elapsed, a claim can be made for lost maintenance back to the first day of disability or unemployment.

Significant exclusions (What is not covered):

A full list of exclusions are detailed in the policy document which you should read. A summary of some the more commonly applied exclusions follows:

- Legal expense or Debt recovery claims within the first 90 days where the maintenance order was in force before the start of the insurance (See Sect. A Exclusions)
- Any acts or omissions where you prejudice any legal action / recovery (See Sect. A Exclusions)
- Claims that started or were known to be likely before the insurance began (See Sect. A Exclusions)
- Claims not submitted within 45 days (See Sect. A; conditions precedent)
- Claims from pre-existing medical conditions of the maintenance payer unless declared to underwriters (See Sect. B Exclusions)
- Disability claims if the maintenance payer was not in full time employment or self-employment on the day before the disability started (See Sect. B Exclusions)
- Disability claims if disability occurred whilst the maintenance payer was outside the UK for more than 30 consecutive days (See Sect. B Exclusions)
- Suicide, attempted suicide, intentional self-injury of the maintenance payer or as a result of alcohol, drugs or solvent abuse. (See Sect. B Exclusions and General Exclusions)
- Disability claims made within the first 30 day of this insurance or unemployment claims made in the first 90 days of this insurance. (See Sect. B & C Exclusions)
- Mental or psychiatric disorder of the maintenance payer unless he or she is sectioned under the Mental Health Act 1983. (See Sect. B Exclusions)
- Backache (See Sect. B Exclusions)
- The maintenance payer must have been in full time employment for at least 6 months preceding his or her unemployment for an unemployment claim to be valid. (See Section C, Condition b))
- Claims for unemployment where the maintenance payer is in receipt of payment in lieu of notice (See Sect. C Exclusions)
- Claims where the maintenance payer has received prior notice of impending unemployment prior to the commencement date of the insurance (See Sect. C Exclusions)
- Voluntary unemployment, resignation, retirement or early retirement (See Sect. C Exclusions)
- Breach of contract, misconduct, industrial action leading to unemployment (See Sect. C Exclusions)
- If unemployment is a normal or seasonal part of the maintenance payer's job (See Sect. C Exclusions)
- Claims for death of the maintenance payer caused by any medical or physical condition which you ought reasonably to have been aware in the twelve months before the start of this insurance unless declared to and accepted by the underwriters (See Sect. D Exclusions)
- Acts coordinated between you and the maintenance payer for the purpose of creating a claim (See General Exclusions)
- There are a number of other common exclusions such as war, terrorism, radioactivity, armed forces

Duration of the insurance:

The insurance is for 12 months. You will be invited to renew shortly before the renewal date and any changes will be presented to you. Insurance will not be offered if the maintenance payer is over 65.

Changes to your maintenance or insurance:

You should periodically review and update your cover particularly if your maintenance order is varied (changed) by the court. Changes should be advised to your agent or via the website where you purchased this cover.

Cancellation:

If you change your mind about this insurance it may be cancelled by written request within 30 days from the later of

- the day you are advised the contract is concluded or
- the day you receive the contract.

You will get your money back if cancelled within this first 30 days.

You will normally pay your premiums monthly by direct debit. If you stop paying premiums, automatic termination will apply and cover will end 30 days after the last premium was due. You won't get back any

payments you have made. You may, if you wish, instruct your agent to cancel cover but no refund of premiums already paid will be made.

This insurance may also be cancelled by or on behalf of the Underwriters upon the giving of 30 days' notice in writing to the Certificate Holder at her/his last known address.

How do I make a claim?

In the event of a claim under any section of this insurance or any circumstance likely to give rise to a claim please call MaintenanceAssist on 01449 798 163 as soon as reasonably possible and, in any case, within 45 days of any incident. Calls may be recorded or monitored.

Complaints:

We take all complaints seriously. In the first instance you should contact:

Tel: 01449 798 163 or Email: complaints@MaintenanceAssist.co.uk

or in writing to: Maintenance Assist,
C/O Crispin Speers and Partners Ltd
St Clare House,
30-33 Minories,
London EC3N 1PE

or the FSA regulated agent through whom this insurance was effected.

Failing satisfaction with the complaints procedure above, complaints with regard to Section A may be made direct to the appropriate Underwriters whose contact details are listed on the Schedule. Complaints regarding Section B, Section C or Section D should be made to:

Policyholder & Market Assistance, Lloyd's Market Services, One Lime Street, London, EC3M 7HA
Email: complaints@lloyds.com
Tel: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225

If you are still not satisfied with the response, you may refer the complaint to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR
Tel: 0845 080 1800

Compensation:

The Financial Services Compensation Scheme covers this insurance and the insurers who back it. In case of insolvency, provided you are eligible, you will normally be covered for 90% of the claim owing to you.

Further details can be obtained from:
Financial Services Compensation Scheme, 7th floor, Lloyds Chambers, Portsoken Street, London, E1 8BN
Email: enquiries@fscs.org.uk
Tel: 0800 678 1100

Life insurance:

Although there is an element of term life insurance within the coverage, there is no investment aspect. Therefore the policy does not gain a surrender value, and no bonuses are payable. The life section D proportion of the premium is not subject to Insurance Premium Tax under current tax law although all other sections are.

Law:

This insurance shall be subject to the law of England