

Critical Illness Cover

Policy conditions

Reference
PN20 12.08



FRIENDS PROVIDENT

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Important

Please contact us at the start of an illness to make sure that a future claim is not delayed or refused. We give more information in the following conditions:

- Condition 4.6 for critical illness and disability benefit.
- Condition 6.3 for children's critical illness and disability benefit.
- Condition 8.3 for waiver of premium benefit.

1 Introduction

1.1 About your Critical Illness Cover policy

Your **policy** is a legal contract between you and Friends Provident Life Assurance Limited.

Insurance provides cover for events that occur by chance or accident. Your **policy** does not provide cover for events that you or a **life assured** deliberately bring about.

Please read your **policy conditions** and **policy schedule** carefully. You should keep them in a safe place as they will be needed if you claim under your **policy**.

1.2 What 'you', 'your', 'we', 'us' and 'our' mean

You and your:

The **policyholder**.

We, us and our:

Friends Provident Life Assurance Limited.

1.3 General definitions we use in this document

Various expressions used in this document are in **bold**, the meanings for these are shown below.

Confirmation schedule

This is a document we sent to each person who answered our questions when your **policy** was applied for, showing the answers which that person gave us.

Effective date

The date we show in your **policy schedule** from which **premiums** are payable. It may be before the **risk date**. We also use it to calculate when **policy years** begin and the **policy term** ends.

Expiry date

This is the latest date on which your **policy** can end. We work this out by adding the **policy term** to the **effective date**.

Full-time employment

This is where a **life assured** is in an occupation where they receive taxable earned income and in which they are actively engaged and normally work 16 or more hours a week on a regular basis.

Life assured

This is a person we show in your **policy schedule** whose life is covered by your **policy**.

Maximum sum assured

This is the maximum cash sum, we show in your **policy schedule**, that we would pay on a decreasing cover **policy**.

Policy

The legal contract detailed in your **policy schedule** and these **policy conditions**.

Policy conditions

The general terms and conditions set out in this document.

Policyholder

This is the owner or owners of this **policy**. The Policyholder at the outset is the Applicant(s) shown in your **policy schedule** or trustees if your **policy** is written under trust.

Policy schedule

The document that makes the **policy conditions** personal to you and sets out the cover we provide, what it costs and how long it lasts.

Policy term

The number of years from the **effective date** until the **expiry date**.

Policy year

A year starting on the **effective date** or its anniversary.

Premium

The amount that you must pay to us throughout the **policy term**. Your **policy schedule** shows the amount you must pay for the first five years. After that we may change the amount as detailed in Condition 3.2.

Renewal dates

The dates we show in your **policy schedule** on which you must pay us the **premium**.

Risk date

The date we show in your **policy schedule** when your cover and benefits actually start.

Salisbury office

Friends Provident Life Assurance Limited
UK House
72-122 Castle Street
Salisbury
SP1 3SH

Sum assured

The cash sum we show in your **policy schedule** and we pay when we receive satisfactory evidence that a life assured is:

- diagnosed with or suffers from a critical illness or disability after the **risk date** and before the **expiry date**; or
- becomes permanently and totally disabled before age 60 after the **risk date** and before the **expiry date**;

subject to the **policy** terms and conditions.

2 Start and end of cover

2.1 Start of cover

2.1.1 Cover under your **policy** starts on the **risk date**.

2.2 End of cover

2.2.1 Critical illness and disability benefit, death benefit and waiver of premium benefit end on the **expiry date**.

The permanent and total disability benefit for a **life assured** ends on the **expiry date** or the policy anniversary following their 60th birthday if earlier.

2.2.2 Cover will end earlier as follows:

- all cover ends immediately after we agree to pay a claim for critical illness and disability benefit or permanent and total disability benefit;
- all cover ends immediately if we pay death benefit (Condition 5);
- all cover ends if you do not pay a **premium** (Condition 3.3.1);
- all cover ends if you stop your **policy** (Condition 12);
- all cover ends if we exercise our right to cancel your **policy** (Condition 14);
- all cover ends if we cancel your **policy** due to a mis-stated age (Condition 15.5.2).

3 Premiums

3.1 Payment of premiums

3.1.1 **Premiums** are payable as shown in your **policy schedule**. A **premium** must be paid on the **effective date** and on each **renewal date** after that. All **premiums** are payable throughout the **policy term** by direct debit.

3.2 Premium Reviews

3.2.1 If your **policy schedule** shows that **premiums** are reviewable, we may change the amount of **premium** under your **policy** on any premium review date.

3.2.2 The premium review dates will be:

- the fifth anniversary of the **effective date**; and then
- each anniversary of the **effective date** after that.

If **premiums** are unpaid at a premium review date and your cover is later restarted under Condition 3.3 we will also review the **premium** on the date the cover restarts.

3.2.3 Premium reviews will take into account our view of the following assumptions:

- future claims;
- future investment returns on premium income;
- the number of policyholders who stop their policies early;
- inflation;
- taxation;
- the amount of money we are required to hold as financial reserves which we set aside for future claims; and
- the amount of money we are required to pay to reinsurance companies, who we share the cost of providing cover and settling claims with, in respect of the assumptions shown in this Condition.

3.2.4 At each review, we will compare our view of the assumptions at the time of the review with our view of assumptions at the previous review (or at the **effective date** if there has not been a previous review). When making the comparison, we will use a fair and reasonable method of calculating any change in your **premium**. There is no upper limit to the increase or decrease that may apply.

Any change in your **premium** will not depend on a **life assured's** individual circumstances, such as their health, at the time of a review.

Following the review, we may decide that a higher or lower **premium** will be needed to keep the same **sum assured**.

3.2.5 Advising you of any changes

We will advise you if it is necessary to change the amount of your **premium** six weeks before the premium review date. If it is necessary to increase your premium to keep the current **sum assured**, we will also tell you the amount of **sum assured** we could offer if you continue to pay the current **premium**.

If your **policy** includes waiver of premium benefit, the changed **premium** will include the cost of the changed waiver of premium benefit.

3.2.6 Carrying out changes

The amount of your **premium** will be automatically changed to the amount needed to keep the current **sum assured** with effect from the premium review date unless:

- the **premium** is to be increased, and
- we receive a written request from you, at least 14 days before the premium review date, to keep the current **premium** and reduce the **sum assured**.

We will send a confirmation letter when the change has been carried out. This letter will give details of the amount of the new **premium** or **sum assured**.

3.3 Non-payment of premiums

3.3.1 If any **premium** stays unpaid 30 days after its due date the cover and benefits under your **policy** will end without payment.

3.3.2 If the cover ends for this reason, you can apply to us within the following 12 months to restart the cover. We will need satisfactory evidence of the **life assured's** state of health and any other factors affecting the insurance risk. We will write to tell you if we can restart cover. If we decide to offer the cover on different terms to those we originally offered, which may include an increase in **premiums**, we will need to receive your signed acceptance of those terms before we restart the cover.

To restart the cover, you must also pay all unpaid **premiums**.

3.3.3 If **premiums** are unpaid at a premium review date (as defined in Condition 3.2.2) we will review the level of the **premium** (as detailed in Condition 3.2.4) before we restart the cover. We will advise you of any change in **premium** before restarting the cover.

4 Critical illness and disability benefit

This benefit pays out a cash sum if a **life assured** is diagnosed with or is suffering from a critical illness or disability subject to the **policy** terms and conditions.

4.1 Definitions which apply to this benefit

These definitions apply for the purposes of Condition 4.

4.1.1 If we name two **lives assured** in your **policy schedule** then **life assured** means the first of them to be diagnosed with or suffering from a critical illness or disability.

4.1.2 Critical illness or disability means one of the conditions set out in Condition 4.5. We will not treat any other medical condition as a critical illness or disability.

4.1.3 In Condition 4.5 the following definitions will apply:

- Irreversible means cannot be reasonably improved upon by medical treatment and/or surgical procedures used by the National Health Service in the United Kingdom at the time of the claim.
- Occupation means a trade, profession or type of work undertaken for profit or pay. It is not a specific job with any particular employer and the location and availability of work is not relevant.
- Permanent means expected to last throughout the **life assured's** life, not just until the cover ends or the **life assured** retires.
- Permanent neurological deficit with persisting clinical symptoms means symptoms of dysfunction in the nervous system that are present on clinical examination and expected to last throughout the lifetime of the **life assured**. Symptoms that are covered include numbness, hyperaesthesia (increased sensitivity), paralysis, localised weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty swallowing), visual impairment, difficulty in walking, lack of coordination, tremor, seizures, lethargy, dementia, delirium and coma.

The following are not covered:

- an abnormality seen on a brain or other scan without definite related clinical symptoms.
- neurological signs occurring without symptomatic abnormality for example brisk reflexes without other symptoms.
- symptoms of psychological or psychiatric origin.

4.2 Benefit

4.2.1 Critical illness and disability benefit is payable if the **life assured** is first diagnosed with or is suffering from a critical illness or disability:

- after the **risk date**; and
- on or before the **expiry date**;

as long as:

- the requirements of Conditions 4.6 and 13 are met;
- none of the exclusions in Condition 4.7 apply;
- the **life assured** survives for 14 days after the diagnosis;
- we are not entitled to cancel your **policy** under Condition 14;
- we are not entitled to cancel your **policy** under Condition 15.5.2; and
- your policy has not ended for any other reason.

4.3 Level cover

4.3.1 If we show 'Critical Illness Cover – Level' in your **policy schedule**, the amount of critical illness and disability benefit is the **sum assured**, subject to Condition 4.3.2.

4.3.2 If following a premium review, as defined in Condition 3.2:

- we advise you of an increase to your **premium** as a result of the review; and
- you choose to continue paying the previous amount;

then the amount of critical illness and disability benefit will be reduced proportionately.

We will send a confirmation letter to you telling you the amount of the reduced **sum assured**.

4.4 Decreasing cover

4.4.1 If we show 'Critical Illness Cover – Decreasing' in your **policy schedule**, the amount of critical illness and disability benefit is the **sum assured**, as defined in Condition 4.4.2.

4.4.2 The **sum assured** is, subject to the requirements of Condition 4.4.3:

- the remaining balance of the loan covered at the time we receive satisfactory evidence of diagnosis of a critical illness; or
- the **maximum sum assured**, if lower.

4.4.3 The requirements are that:

- the amount of the loan covered shown in your **policy schedule** has not increased;
- the term of the loan covered has not increased;
- you have made all payments due on the loan covered; and
- the loan covered stays on a 'capital and interest' repayment method.

4.4.4 Where the requirements of Condition 4.4.3 are not met, we describe how we work out the **sum assured** in Condition 16.

4.4.5 The amount of critical illness and disability benefit under Condition 4.4 will be calculated on the date we receive satisfactory evidence of the diagnosis of a critical illness or disability.

4.4.6 If following a premium review, as defined in Condition 3.2:

- we advise you of an increase to your **premium** as a result of the review; and
- you choose to continue paying the previous amount;

then the **maximum sum assured** will be reduced proportionately. From then on, the **sum assured** will always be calculated from the table in Condition 16 using this reduced **maximum sum assured**.

We will send a confirmation letter to you telling you the amount of the reduced **maximum sum assured**.

4.5 Schedule of critical illnesses and disabilities

Alzheimer's disease – resulting in permanent symptoms

A definite diagnosis of Alzheimer's disease by a Consultant Neurologist, Psychiatrist or Geriatrician.

There must be permanent clinical loss of the ability to do all of the following:

- remember;
- reason; and
- perceive, understand, express and give effect to ideas.

Aorta graft surgery – for disease or traumatic injury

The undergoing of surgery for disease or trauma to the aorta with excision and surgical replacement of a portion of the diseased or damaged aorta with a graft. The term aorta includes the thoracic and abdominal aorta but not its branches.

For the above definition, the following is not covered:

- any other surgical procedure, for example the insertion of stents or endovascular repair.

Aplastic anaemia – with permanent bone marrow failure

A definite diagnosis by a Consultant Haematologist of permanent bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring treatment with at least one of the following:

- blood transfusion;
- marrow stimulating agents;
- immunosuppressive agents; or
- bone marrow transplant.

For the above definition, the following are not covered:

- other forms of anaemia.

Bacterial meningitis – resulting in permanent symptoms

A definite diagnosis of bacterial meningitis which results in permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following are not covered:

- other forms of meningitis, including viral meningitis.

Benign brain tumour – resulting in permanent symptoms

A non-malignant tumour or cyst in the brain, cranial nerves or meninges within the skull, resulting in permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following are not covered:

- tumours in the pituitary gland; or
- angiomas.

Blindness – permanent and irreversible

Permanent and irreversible loss of sight to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in the better eye using a Snellen eye chart.

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, lymphoma and sarcoma.

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 greater than 6 or having progressed to at least clinical TNM classification T2N0M0.
- chronic lymphocytic leukaemia unless histologically classified as having progressed to at least Binet Stage A.
- any skin cancer other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin).

Cardiomyopathy – of specified severity

A definite diagnosis of cardiomyopathy by a Consultant Cardiologist which results in permanently impaired ventricular function such that the ejection fraction is 35% or less for at least 6 months when stabilised on therapy advised by the Consultant.

For the above definition, the following are not covered:

- all other forms of heart disease, heart enlargement and myocarditis; or
- Cardiomyopathy secondary to alcohol or drug abuse.

Coma – resulting in permanent symptoms

A state of unconsciousness with no reaction to external stimuli or internal needs which:

- requires the use of life support systems for a continuous period of at least 96 hours; and
- results in permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following is not covered:

- Coma secondary to alcohol or drug abuse.

Coronary artery by-pass grafts – with surgery to divide the breastbone

The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a Consultant Cardiologist to correct narrowing or blockage of one or more coronary arteries with by-pass grafts.

Creutzfeldt-Jakob disease – resulting in permanent symptoms

A definite diagnosis of Creutzfeldt-Jakob disease by a Consultant Neurologist. There must be permanent clinical impairment of motor function and loss of the ability to do all of the following:

- remember;
- reason; and
- perceive, understand, express and give effect to ideas.

Deafness – permanent and irreversible

Permanent and irreversible loss of hearing to the extent that the loss is greater than 95 decibels across all frequencies in the better ear using a pure tone audiogram.

Dementia – resulting in permanent symptoms

A definite diagnosis of dementia by a Consultant Neurologist, Psychiatrist or Geriatrician.

There must be permanent clinical loss of the ability to do all of the following:

- remember;
- reason; and
- perceive, understand, express and give effect to ideas.

Encephalitis – resulting in permanent symptoms

A definite diagnosis of encephalitis by a Consultant Neurologist resulting in permanent neurological deficit with persisting clinical symptoms.

Heart attack – of specified severity

Death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:

- typical clinical symptoms (for example, characteristic chest pain);
- new characteristic electrocardiographic changes;

- the characteristic rise of cardiac enzymes or troponins recorded at the following levels or higher;
 - Troponin T > 1.0 ng/ml
 - AccuTnI > 0.5 ng/ml or equivalent threshold with other Troponin I methods.

The evidence must show a definite acute myocardial infarction.

For the above definition, the following are not covered:

- other acute coronary syndromes including but not limited to angina.

Heart valve replacement or repair – with surgery to divide the breastbone

The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a Consultant Cardiologist to replace or repair one or more heart valves.

HIV infection – caught in the United Kingdom from a blood transfusion, a physical assault or at work in an eligible occupation

Infection by Human Immunodeficiency Virus resulting from:

- a blood transfusion given as part of medical treatment;
- a physical assault; or
- an incident occurring during the course of performing normal duties of employment from the eligible occupations listed below;

after the **risk date** and satisfying all of the following:

- the incident must have been reported to appropriate authorities and have been investigated in accordance with the established procedures.
- where HIV infection is caught through a physical assault or as a result of an incident occurring during the course of performing normal duties of employment, the incident must be supported by a negative HIV antibody test taken within five days of the incident.

- there must be a further HIV test within 12 months confirming the presence of HIV or antibodies to the virus.
- the incident causing infection must have occurred in the United Kingdom.

For the above definition, the following is not covered:

- HIV infection resulting from any other means, including sexual activity or drug abuse.

Eligible occupations:

- a member of the medical or dental professions or emergency services;
- a prison officer;
- a pharmacist;
- a laboratory assistant or an employee in a medical facility.

Kidney failure – requiring dialysis

Chronic and end stage failure of both kidneys to function, as a result of which regular dialysis is necessary.

Liver failure – resulting from advanced liver disease

Liver failure due to cirrhosis and resulting in all of the following:

- permanent jaundice;
- ascites; and
- encephalopathy.

For the above definition, the following is not covered:

- Liver disease secondary to alcohol or drug abuse.

Loss of hands or feet – permanent physical severance

Permanent physical severance of any combination of two or more hands or feet at or above the wrist or ankle joints.

Loss of speech – permanent and irreversible

Total permanent and irreversible loss of the ability to speak as a result of physical injury or disease.

Major organ transplant

The undergoing as a recipient of a transplant of bone marrow or of a complete heart, kidney, liver, lung, or pancreas, or inclusion on an official United Kingdom waiting list for such a procedure.

For the above definition, the following is not covered:

- transplant of any other organs, parts of organs, tissues or cells.

Motor neurone disease – resulting in permanent symptoms

A definite diagnosis of motor neurone disease by a Consultant Neurologist. There must be permanent clinical impairment of motor function.

Multiple sclerosis – with persisting symptoms

A definite diagnosis of multiple sclerosis by a Consultant Neurologist. There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least six months.

Open heart surgery – with surgery to divide the breastbone

The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a Consultant Cardiologist, to correct a structural abnormality of the heart.

Paralysis of limbs – total and irreversible

Total and irreversible loss of muscle function to the whole of any two limbs.

Parkinson's disease – resulting in permanent symptoms

A definite diagnosis of Parkinson's disease by a Consultant Neurologist. There must be permanent clinical impairment of motor function with associated tremor, rigidity of movement and postural instability.

For the above definition, the following is not covered:

- Parkinson's disease secondary to drug abuse.

Primary pulmonary hypertension – of specified severity

A definite diagnosis of primary pulmonary hypertension by a Consultant Cardiologist resulting in clinical impairment of heart function which results in the permanent loss of ability to perform physical activities to at least Class 3 of the New York Heart Association classification of functional capacity*.

For the above definition, the following is not covered:

- pulmonary hypertension secondary to any other known cause in other words not primary.

* NYHA Class 3. Heart disease resulting in marked limitation of physical activities where less than ordinary activity causes fatigue, palpitation, breathlessness or chest pain.

Progressive supra nuclear palsy – resulting in permanent symptoms

A definite diagnosis of progressive supra nuclear palsy by a Consultant Neurologist. There must be permanent clinical impairment of eye movements and motor function.

Respiratory failure – from advanced lung disease

Advanced stage emphysema or other chronic lung disease, resulting in all of the following:

- the need for regular oxygen treatment on a permanent basis; and
- the permanent impairment of lung function tests as follows; forced vital capacity (FVC) and forced expiratory volume at 1 second (FEV1) being less than 50% of normal.

Stroke – resulting in permanent symptoms

Death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following are not covered:

- transient ischaemic attack; or
- traumatic injury to brain tissue or blood vessels.

Systemic lupus erythematosus – with severe complications

A definite diagnosis by a Consultant Rheumatologist of systemic lupus erythematosus resulting in:

- permanent neurological deficit with persisting clinical symptoms; or
- the permanent impairment of kidney function tests as follows;
glomerular filtration rate (GFR) below 30 ml/min.

Third degree burns – covering 20% of the body's surface area

Burns that involve damage or destruction of the skin to its full depth through to the underlying tissue and covering at least 20% of the body's surface area or 50% of the surface area of the face.

Traumatic head injury – resulting in permanent symptoms

Death of brain tissue due to traumatic injury resulting in permanent neurological deficit with persisting clinical symptoms.

4.6 Claims and notifications

4.6.1 You must tell us within three months of the diagnosis of a critical illness or disability. We will extend this period if we are satisfied the critical illness or disability prevents you from telling us.

4.6.2 We will send you a claim form. You must complete and return this to us within one month of its date of issue. We will only pay the benefit if and when we are satisfied that the claim is valid.

4.6.3 You must continue to pay us **premiums** until we tell you that we admit liability for the claim, unless **premiums** have been waived under Condition 8.

4.6.4 Evidence of a claim that we need may include:

- the **life assured** to be examined by one or more medical examiners we name;
- the **life assured's** medical records;
- medical reports from the **life assured's** doctor or any other medical practitioner; and
- any other medical tests or investigations of the **life assured** our Chief Medical Officer considers appropriate.

4.6.5 All diagnoses and medical opinions must be given by a medical specialist who:

- holds an appointment in a hospital in the United Kingdom;
- is accepted by our Chief Medical Officer; and
- whose speciality is appropriate to the cause of the claim.

4.7 Exclusions

4.7.1 You will have no right to benefit if a claim is directly or indirectly due to any of the following:

- alcohol or drug abuse (where the claim is for cardiomyopathy, coma or liver failure) as defined in Condition 11.1;
- drug abuse (where the claim is for Parkinson's disease) as defined in Condition 11.2;
- self-inflicted injury as defined in Condition 11.4; or
- war as defined in Condition 11.5.

4.8 Termination of policy

4.8.1 If we pay the **sum assured** your **policy** will end and no other benefit will be payable.

5 Death benefit

This benefit pays out £100 on the death of a **life assured** subject to the **policy** terms and conditions.

5.1 If we name two **lives assured** in your **policy schedule** then in Condition 5 **life assured** means the last of them to die.

If the **life assured** dies within the **policy term**:

- we will make a payment of £100;
- your **policy** will end immediately; and
- no other benefit will be payable.

6 Children's critical illness and disability benefit

This benefit pays out a cash sum if a child of a **life assured** is diagnosed with or is suffering from a critical illness or disability subject to the **policy** terms and conditions.

6.1 Definitions which apply to this benefit

These definitions apply for the purposes of Condition 6.

6.1.1 In this condition critical illness or disability means one of the following conditions as defined in Condition 4.5.

- **Aorta graft surgery** – for disease or traumatic injury
- **Aplastic anaemia** – with permanent bone marrow failure
- **Bacterial meningitis** – resulting in permanent symptoms
- **Benign brain tumour** – resulting in permanent symptoms
- **Blindness** – permanent and irreversible
- **Cancer** – excluding less advanced cases
- **Cardiomyopathy** – of specified severity
- **Coma** – resulting in permanent symptoms
- **Coronary artery by-pass grafts** – with surgery to divide the breastbone
- **Creutzfeldt-Jakob disease** – resulting in permanent symptoms
- **Deafness** – permanent and irreversible
- **Encephalitis** – resulting in permanent symptoms
- **Heart attack** – of specified severity
- **Heart valve replacement or repair** – with surgery to divide the breastbone
- **HIV infection** – caught in the United Kingdom from a blood transfusion or a physical assault
- **Kidney failure** – requiring dialysis
- **Liver failure** – resulting from advanced liver disease

- **Loss of hands or feet** – permanent physical severance
- **Loss of speech** – permanent and irreversible
- **Major organ transplant**
- **Motor neurone disease** – resulting in permanent symptoms
- **Multiple sclerosis** – with persisting symptoms
- **Open heart surgery** – with surgery to divide the breastbone
- **Paralysis of limbs** – total and irreversible
- **Primary pulmonary hypertension** – of specified severity
- **Respiratory failure** – from advanced lung disease
- **Stroke** – resulting in permanent symptoms
- **Systemic lupus erythematosus** – with severe complications
- **Third degree burns** – covering 20% of the body's surface area
- **Traumatic head injury** – resulting in permanent symptoms.

6.1.2 In this condition child means:

- a natural child of a **life assured**; or
- a child who was legally adopted by a **life assured**.

6.2 Benefit

6.2.1 Children's critical illness and disability benefit is payable if a child is aged at least 30 days and before their 18th birthday is first diagnosed with or is suffering from a critical illness or disability:

- after the **risk date**; and
- on or before the **expiry date**;

as long as:

- the requirements of Conditions 6.3 and 13 are met;
- none of the exclusions in Condition 6.4 apply;
- the child survives for 14 days after the diagnosis;

- we are not entitled to cancel your **policy** under Condition 14;
- we are not entitled to cancel your **policy** under Condition 15.5.2; and
- your **policy** has not ended for any other reason.

6.2.2 If a child is not eligible for cover because they are:

- under 30 days old when the cover starts; or
- not yet born when the cover starts;

they will become eligible once they reach the age of 30 days.

6.2.3 If a child is not eligible for cover because they were not legally adopted by a **life assured** when the cover starts, they will become eligible when they are legally adopted.

6.2.4 The overall amount of children's critical illness and disability benefit payable will be whichever is the least of:

- £20,000; and
- 50% of the total critical illness and disability benefit payable under Condition 4 if a **life assured** had been diagnosed on the same date as suffering from a critical illness or disability.

This is the total amount of benefit that we will pay for any one child. Where a **life assured** has more than one policy with us the maximum benefit we will pay for each child under all policies is £20,000 in total.

6.3 Claims and Notifications

6.3.1 You must tell us within three months of the diagnosis of a critical illness or disability.

6.3.2 We will send you a claim form. You must complete and return this to us within one month of its date of issue. We will only pay the benefit if and when we are satisfied that the claim is valid.

6.3.3 Evidence of a claim that we need may include:

- the child to be examined by a medical examiner we name;
- any other medical tests or investigations of the child our Chief Medical Officer considers appropriate;
- sight of the child's medical records; and
- reports from the child's medical practitioner(s).

6.3.4 This benefit is payable only once for any one child under your **policy**.

6.3.5 This benefit is payable for a maximum of three children. If we make a payment for a third child, this benefit will end.

6.4 Exclusions

6.4.1 You will have no right to benefit if a claim is directly or indirectly due to any of the following:

- alcohol or drug abuse (where the claim is for cardiomyopathy, coma or liver failure) as defined in Condition 11.1;
- self-inflicted injury as defined in Condition 11.4; or
- war as defined in Condition 11.5.

6.4.2 You will have no right to benefit if a claim is directly or indirectly due to a child's pre-existing condition. This means a condition, illness, disease or related condition, diagnosed or not, which was already present and has resulted in symptoms, was a condition discovered during pregnancy through a scan or test or was a risk due to family history:

- before the **risk date**;
- before the child is 30 days old; or
- before the child is legally adopted by a **life assured**.

7 Permanent and total disability benefit

This benefit pays out a cash sum if a **life assured** becomes permanently and totally disabled subject to the **policy** terms and conditions.

7.1 Definitions which apply to this benefit

These definitions apply for the purposes of Condition 7.

7.1.1 If we name two **lives assured** in your **policy schedule** then **life assured** means:

- if we state in your **policy schedule** that this benefit applies to only one of them, that person; or
- if we state in your **policy schedule** that this benefit applies to both of them, the first of them to become permanently and totally disabled.

7.1.2 If after the **risk date** and before the **expiry date** the **life assured** becomes permanently and totally disabled while in **full-time employment**, your **policy schedule** states whether the definition of permanently disabled will be as defined in Condition 7.1.3 or Condition 7.1.4.

If after the **risk date** and before the **expiry date** the **life assured** becomes permanently and totally disabled while not in **full-time employment**, the definition in Condition 7.1.4 will always apply.

7.1.3 The **life assured** is permanently disabled if before the earlier of:

- the **expiry date**; and
- the **policy** anniversary following their 60th birthday;

they are permanently and totally unable throughout the remainder of their lifetime, no matter when cover ends or the **life assured** retires, because of illness or injury, other than a deliberately self-inflicted injury, to carry out the main and substantial duties of each and every one of the occupations in which they were engaged in the 12 months immediately before the date of disablement.

Main and substantial duties are the essential duties of an occupation that take a significant part of a person's time and that neither they nor an employer can reasonably omit or adjust. When deciding if the **life assured** is able to perform the duties of their occupation, we look at the standard duties for the **life assured's** occupation type rather than the particular duties for their own specific job. Availability of work is not a factor in deciding whether the **life assured** is able to perform their occupation.

7.1.4 The **life assured** is permanently disabled if before the earlier of:

- the **expiry date**; and
- the **policy** anniversary following their 60th birthday;

they are either:

- permanently and totally unable, throughout the remainder of their lifetime, no matter when cover ends or the **life assured** retires, because of illness or injury, other than a deliberately self-inflicted injury, to perform three or more of the following five tests without the help of another person, but with the use of appropriate assistive or corrective aids or appliances:

- 1 Walking
Able to walk 200 metres on the flat without having to stop or suffering severe discomfort
- 2 Bending
Able to get into or out of a standard saloon car and able to bend or kneel to pick up something from the floor and straighten up
- 3 Communicating
Able to answer the telephone and take a message
- 4 Reading
Having the eyesight required to be able to read a daily newspaper
- 5 Writing
Having the physical ability to write legibly using a pen or pencil

OR

- shown to be suffering a psychotic or well-defined mental illness which is medically uncontrollable despite treatment by a Consultant Psychiatrist and which has no prospect whatsoever of improving at any time during their lifetime, no matter when the cover ends or the **life assured** retires.

7.2 Benefit

7.2.1 Permanent and total disability benefit is payable if the life assured first becomes permanently and totally disabled:

- after the **risk date**;
- before the **expiry date**; and
- before the **policy** anniversary following the 60th birthday of the **life assured**;

as long as:

- the requirements of Conditions 7.3 and 13 are met;
- none of the exclusions in Condition 7.4 apply;
- we are not entitled to cancel your **policy** under Condition 14;
- we are not entitled to cancel your **policy** under Condition 15.5.2; and
- your **policy** has not ended for any other reason.

7.2.2 The amount of benefit will be the same as the **sum assured** that we would have paid if the **life assured** had been diagnosed with a critical illness or disability on the date that we receive satisfactory evidence of permanent and total disability.

7.3 Claims and Notifications

7.3.1 You must tell us within one month of the start of the disablement. We will extend this period if we are satisfied the disability prevents you from telling us.

7.3.2 We will send you a claim form. You must complete and return this to us within one month of its date of issue. We will only pay the benefit if and when we are satisfied that the claim is valid.

7.3.3 You must continue to pay your **premiums** until we tell you that we admit liability for the claim, or waive **premiums** under Condition 8.

7.3.4 Evidence of a claim that we need may include:

- evidence through examination of the **life assured**, by a medical examiner we name;
- any other medical tests or investigations of the **life assured** our Chief Medical Officer considers appropriate;
- the **life assured's** medical records;
- evidence the **life assured** is attending and receiving medical treatment from a medical practitioner whose speciality is appropriate to the **life assured's** condition as often as such a practitioner would reasonably recommend;
- evidence from a blood test or other recognised process that the **life assured** is not carrying the Human Immunodeficiency Virus or antibodies to such a virus; and
- evidence of employment and the duties of the **life assured's** employment.

7.3.5 If the **life assured** refuses to undergo medical treatment or surgery, which their medical advisers consider necessary, then we will not pay this benefit.

7.3.6 If we are not satisfied that the **life assured's** disablement is permanent, total and irreversible then we will not pay this benefit.

7.4 Exclusions

7.4.1 You will have no right to benefit if a claim is directly or indirectly due to any of the following:

- alcohol or drug abuse as defined in Condition 11.1;
- HIV/AIDS as defined in Condition 11.3; or
- war as defined in Condition 11.5.

7.5 Termination of policy

7.5.1 If we pay the **sum assured** your **policy** will end and no other benefit will be paid.

8 Waiver of premium benefit

This benefit applies only if your **policy schedule** says your **policy** includes it.

This benefit waives your payment of **premiums** during a period when a **life assured** has been incapacitated for more than six months subject to the **policy** terms and conditions.

8.1 Definitions which apply to this benefit

These definitions apply for the purposes of Condition 8.

8.1.1 If we name two **lives assured** in your **policy schedule** then **life assured** means:

- if we state in your **policy schedule** that this benefit applies to only one of them, that person; or
- if we state in your **policy schedule** that this benefit applies to both of them, whichever of them is incapacitated.

8.1.2 If after the **risk date** and before the **expiry date** the **life assured** becomes incapacitated before their 65th birthday and while in **full-time employment**, your **policy schedule** states whether the definition of incapacitated will be as defined in Condition 8.1.4 or Condition 8.1.5.

If after the **risk date** and before the **expiry date** the **life assured** becomes incapacitated before their 65th birthday and while not in **full-time employment**, the definition in Condition 8.1.5 will always apply.

If before the **expiry date** the **life assured** becomes or stays incapacitated after their 65th birthday, the definition in Condition 8.1.6 will always apply.

8.1.3 Qualifying period means a six-month period beginning on the date the **life assured** becomes incapacitated. If we have been waiving **premiums** but stop doing so and within the next three months the **life assured** again becomes incapacitated from the same cause, we will not apply the six-month qualifying period.

8.1.4 The following definition of incapacitated applies up to the **life assured's** 65th birthday if both:

- your **policy schedule** says it applies; and
- the **life assured** becomes incapacitated, after the **risk date** and before the **expiry date**, while in **full-time employment**.

The **life assured** is incapacitated if they are:

- totally unable because of illness or injury, other than a deliberately self-inflicted injury, to carry out the main and substantial duties of each and every one of the occupations they were engaged in at the start of incapacity; and
- not engaged in an occupation, whether paid or unpaid.

Main and substantial duties are the essential duties of an occupation that take a significant part of a person's time and that neither they nor an employer can reasonably omit or adjust. When deciding if the **life assured** is able to perform the duties of their occupation, we look at the standard duties for the **life assured's** occupation type rather than the particular duties for their own specific job. Availability of work is not a factor in deciding whether the **life assured** is able to perform their occupation.

8.1.5 The following definition of incapacitated applies up to the **life assured's** 65th birthday if:

- your **policy schedule** says it applies; or
- the **life assured** becomes incapacitated, after the **risk date** and before the **expiry date**, while not in **full-time employment**.

The **life assured** is incapacitated if they are:

- normally and routinely unable because of illness or injury, other than a deliberately self-inflicted injury, to perform two or more of the following five tests without the help of another person, but with the use of appropriate assistive or corrective aids or appliances:

- 1 Walking
Able to walk 200 metres on the flat without having to stop or suffering severe discomfort
- 2 Bending
Able to get into or out of a standard saloon car and able to bend or kneel to pick up something from the floor and straighten up
- 3 Communicating
Able to answer the telephone and take a message
- 4 Reading
Having the eyesight required to be able to read a daily newspaper
- 5 Writing
Having the physical ability to write legibly using a pen or pencil

OR

- unable because of illness or injury, other than a deliberately self-inflicted injury, to conduct an independent basic existence, which means being confined to the home or hospital or being unable to cook, do light housework and dress themselves;

OR

- shown to be suffering a psychotic or well-defined mental illness which is medically uncontrollable despite treatment by a Consultant Psychiatrist.

8.1.6 The following definition of incapacitated always applies if the **life assured** becomes or stays incapacitated after their 65th birthday.

The **life assured** is incapacitated if they are, because of illness or injury, other than a deliberately self-inflicted injury, normally and routinely unable to perform, three or more of the following six tests without the help of another person:

- 1 Transferring
The ability to move from a bed to an upright chair or wheelchair or from an upright chair or wheelchair to a bed, or to get on or off a toilet or commode
- 2 Continence
The ability to manage bowel and bladder functions to maintain an acceptable standard of personal hygiene

3 Dressing
The ability to put on or take off, secure and unfasten all necessary clothing and, as appropriate, any braces, artificial limbs or other surgical appliances

4 Mobility
The ability to move indoors from one room to another on a level surface in their normal place of residence

5 Feeding
The ability to feed themselves once prepared food is available

6 Washing
The ability to wash in the bath or shower (including getting into or out of the bath or shower) to maintain an acceptable standard of personal hygiene

8.2 Benefit

8.2.1 If the **life assured** becomes incapacitated because of illness or injury, other than a deliberately self-inflicted injury, we will waive the payment of any **premium** that becomes due after the qualifying period as long as:

- the requirements of Conditions 8.3 and 13 are met;
- none of the exclusions in Condition 8.4 apply;
- we are not entitled to cancel your **policy** under Condition 14;
- we are not entitled to cancel your **policy** under Condition 15.5.2; and
- your **policy** has not ended for any other reason.

8.2.2 We will continue to waive payment until whichever of the following happens first:

- the **life assured** is no longer incapacitated; or
- your **policy** or your right to benefit ends for whatever reason.

8.3 Claims and notifications

8.3.1 You must tell us within one month of the start of the incapacity. If you do not, we will treat incapacity, and the qualifying period, as having started no earlier than one month before we receive your notification and we will apply the definition of incapacitated taking into account the **life assured's** employment status at that time. We may use an earlier date if we are satisfied the nature of the incapacity prevented you from telling us. This would be subject to us receiving satisfactory proof of the start date of the **life assured's** incapacity.

8.3.2 We will send you a claim form. You must complete and return this to us within one month of its date of issue. There will be no right to benefit for any period more than one month before we receive the completed claim form. We will only pay the benefit if and when we are satisfied that the claim is valid.

8.3.3 You must continue to pay your **premiums** until we tell you that we admit liability for the claim and in any event until the end of the qualifying period.

8.3.4 As often as we decide, we will ask for evidence to support your claim. Payment of your claim is dependent on this evidence being produced. Evidence of a claim that we need may include:

- evidence through examination of the **life assured** by a medical examiner we name, that the **life assured** continues to be incapacitated;
- any other medical tests or investigations of the **life assured** our Chief Medical Officer considers appropriate;
- evidence the **life assured** is attending an appropriate medical practitioner and is receiving medical treatment in accordance with NHS Best Practice;
- evidence from a blood test or other recognised process that the **life assured** is not carrying the Human Immunodeficiency Virus or antibodies to such a virus;
- evidence of employment and the duties of the **life assured's** employment; and
- the **life assured's** medical records.

8.3.5 Pregnancy is not an illness. We will therefore not consider any claim that arises solely from the normal effects of pregnancy.

8.3.6 The **life assured** must tell us in writing immediately if:

- their doctor stops issuing them with medical certificates stating that they are unable to work;
- State benefits, credits or allowances being paid because of incapacity are stopped for any reason; or
- they return to paid or unpaid work or engage in rehabilitation or attend a work training programme.

8.3.7 If we find out at any time that, in connection with a claim under this benefit, you or the **life assured** make an untrue statement or deliberately misrepresent or omit to disclose a material fact then we will have the right to:

- reject any pending claim;
- not waive any more **premiums**; and
- remove waiver of premium benefit from your **policy**.

A material fact is anything that is likely to influence our assessment of a claim including:

- the cause, nature, scope and degree of any incapacity;
- any medical investigation or treatment that is recommended or received in connection with the incapacity;
- the duties of the **life assured's** occupation;
- the **life assured's** performance of any work, whether paid or unpaid, during the claim; and
- any other insurance claim, personal injury claim or compensation claim arising from the incapacity.

8.3.8 If we are waiving **premiums**, the review process as defined in Condition 3.2 will still take place.

8.3.9 If the **premium** under your **policy** is changed following a review, we will advise you of the change as set out in Condition 3.2.5. We will carry out the change as set out in Condition 3.2.6.

8.3.10 We will waive either:

- any changed **premium**; or
- the level of **premium** immediately before the premium review date if, following a review, you decide to leave your **premium** unchanged;

from the premium review date.

8.3.11 When we stop waiving **premiums**, any future **premiums** will be payable by you at the level set at the most recent premium review date.

8.4 Exclusions

8.4.1 You will have no right to benefit if a claim is directly or indirectly due to any of the following:

- HIV/AIDS as defined in Condition 11.3; or
- war as defined in Condition 11.5.

9 Special events option

This option applies only if your **policy schedule** says your **policy** includes it.

This option allows you to take out a new policy on the happening of certain special events subject to the **policy** terms and conditions.

9.1 Definitions which apply to this option

These definitions apply for the purposes of Condition 9.

9.1.1 The following are special events:

- the marriage of the only **life assured** or of joint **lives assured** to each other;
- registration of a civil partnership recognised under the Civil Partnership Act 2004 between joint **lives assured** or between the only **life assured** and another person;
- the birth of a child (or children if a multiple birth) to a **life assured**; and
- the legal adoption of a minor or minors by a **life assured**.

9.2 The option

9.2.1 When the option is available you may start a new policy without having to provide us with any further evidence of insurability. The new policy will be issued on the terms set out in Condition 9.3.

9.2.2 This option is available whenever one of the special events happens as long as:

- the **life assured** (the older **life assured** if two) is under age 55 when the special event happens;
- this option has not already been used more than once during the three year period ending on the date of the special event;
- all **premiums** due under this **policy** up to the date of the special event have been paid; and
- Conditions 9.2.3, 9.2.4 and 9.2.5 do not apply.

9.2.3 This option is not available at any time when a **life assured** to whom waiver of premium benefit applies is incapacitated, as defined in Condition 8.1, or claims to be incapacitated.

9.2.4 This option is not available at any time after a **life assured** has been diagnosed with or has suffered the first symptoms of a critical illness or disability as defined in Condition 4.1.

9.2.5 This option is not available at any time after a **life assured** first becomes permanently and totally disabled as defined in Condition 7.1.

9.2.6 To use this option you must complete an application. We must receive the completed application, and you must start the new policy, within 30 days of the special event happening.

9.3 Terms of new policies

9.3.1 The sum assured under a new policy cannot exceed whichever is the lowest of:

- £50,000;
- 50% of the **sum assured** under this **policy** current at the time you use this option; or
- three times the **sum assured** under this **policy** current at the time you use this option, less the total sum assured under all other policies started using this option.

9.3.2 Premiums and benefits under a new policy will be payable in the same way as under this **policy**.

9.3.3 The **life assured** (the **lives assured** if two) under the new policy must be the same as under this **policy**.

9.3.4 Except where we say otherwise in Condition 9.3, the new policy will be subject to our standard terms and conditions that apply at the time it starts and that are appropriate to the age of the **life assured** at that time. The standard terms and conditions, which may include a minimum sum assured, premium and period for which cover will last, will be available on request.

9.3.5 The new policy must end not later than the first to happen of:

- the **life assured's** (the older **life assured's** if two) 70th birthday; or
- the 40th anniversary of the **risk date**.

9.3.6 The term of a new policy must be at least five years.

9.3.7 The new policy will contain all benefits as under this **policy** except it will not contain:

- the special events option;
- the mortgage increase and extension option.

9.3.8 The new policy will include any special terms or conditions which apply to this **policy**.

10 Mortgage increase and extension option

This option applies only if your **policy schedule** says your **policy** includes it.

This option allows you to take out a new policy or extend this **policy** if you increase or extend your mortgage subject to the **policy** terms and conditions.

10.1 The option

10.1.1 The option allows you, without having to give us any further evidence of insurability, to:

- extend the term of this **policy**; or
- take out a new policy on the life of the **life assured**;

on the terms set out in Condition 10.2.

- 10.1.2 This option is only available if:
- all the conditions in Condition 10.1.3 are met; and
 - Conditions 10.1.4, 10.1.5 and 10.1.6 do not apply.
- 10.1.3 The conditions that must be met for the option to be available are:
- the **life assured** (the older **life assured** if two) must be under age 55 when you use this option;
 - this **policy** must have been kept going for the full **sum assured** up to that time;
 - the increased or extended cover must be required for a new, increased or extended mortgage that you are taking out and which has been agreed with a recognised institutional lender; and
 - the new, increased or extended mortgage must be to buy a new main residence for the **life assured** or to improve the existing main residence of the **life assured**.
- 10.1.4 This option is not available at any time when a **life assured** to whom waiver of premium benefit applies is incapacitated, as defined in Condition 8.1, or claims to be incapacitated.
- 10.1.5 This option is not available at any time after a **life assured** has been diagnosed with or has suffered the first symptoms of a critical illness or disability as defined in Condition 4.1.
- 10.1.6 This option is not available at any time after a **life assured** first becomes permanently and totally disabled as defined in Condition 7.1.
- 10.1.7 To use this option, you must:
- make a request to us no later than 30 days after the new, increased or extended mortgage starts;
 - complete an application; and
 - provide us with satisfactory evidence (including sight of mortgage agreements) that the conditions in Condition 10.1.3 are met.

10.2 Terms of new or extended policies

- 10.2.1 The sum assured under a new policy cannot exceed whichever is the lowest of:
- £150,000;
 - the amount of the mortgage at the start of the new policy; or
 - twice the **sum assured** under this **policy** current at the time you use this option;
- less, in each case, the total of the sums assured under this **policy** and all other policies taken up using this option and continuing after the start of the new policy.
- 10.2.2 If the **policy schedule** for this **policy** shows a **maximum sum assured**, we will use that figure when calculating the highest sum assured allowable under the new policy under Condition 10.2.1.
- 10.2.3 Premiums and benefits under the new policy will be payable in the same way as under this **policy**.
- 10.2.4 Except where we say otherwise in Condition 10.2, the new policy will be subject to our standard terms and conditions that apply at the time it starts and that are appropriate to the age of the **life assured** at that time. The standard terms and conditions, which may include a minimum sum assured, premium and period for which cover will last, will be available on request.
- 10.2.5 The new or extended policy must end not later than the first to happen of:
- the end of the new mortgage term;
 - the **life assured's** (the older **life assured's** if two) 70th birthday; or
 - the 40th anniversary of the **risk date**.
- 10.2.6 The term of a new policy must be at least five years if cover is level or ten years if cover is decreasing.
- The remaining term of this **policy** after extension must be at least five years.
- 10.2.7 The new policy will contain all benefits as under this **policy** except it will not contain:
- the special events option;
 - the mortgage increase and extension option.
- 10.2.8 The new policy will include any special terms or conditions that apply to this **policy**.
- 10.2.9 If the new policy is to replace this **policy** it will not start before the date you cancel this **policy**.

11 Exclusions

This condition defines the exclusions referred to in these **policy conditions**.

11.1 Alcohol or drug abuse

11.1.1 This means inappropriate use of alcohol or drugs, including but not limited to the following:

- drinking too much alcohol;
- taking an overdose of drugs, whether lawfully prescribed or not;
- taking controlled drugs (as defined by the Misuse of Drugs Act 1971) other than in accordance with a lawful prescription.

11.2 Drug abuse

11.2.1 This means inappropriate use of drugs, including but not limited to the following:

- taking an overdose of drugs, whether lawfully prescribed or not;
- taking controlled drugs (as defined by the Misuse of Drugs Act 1971) other than in accordance with a lawful prescription.

11.3 HIV/AIDS

11.3.1 HIV and AIDS will have the following definitions:

HIV: Human Immunodeficiency Virus

This is a viral infection caused by the Human Immunodeficiency Virus that gradually destroys the immune system.

AIDS: Acquired Immune Deficiency Syndrome

This is the most serious stage of HIV infection characterised by symptoms of severe immune deficiency.

11.3.2 The HIV/AIDS exclusion does not apply if the **life assured** contracted the HIV infection from a blood transfusion as long as we are satisfied such blood transfusion was:

- received in the United Kingdom; and
- given as part of medical treatment;

after the **risk date**.

11.3.3 The HIV/AIDS exclusion does not apply if the **life assured** is:

- a member of the emergency services;
- a member of the medical or dental professions;
- a prison officer;
- a pharmacist;
- a laboratory assistant; or
- an employee in a medical facility;

and produces evidence satisfactory to us that:

- they contracted the HIV infection accidentally while carrying out the normal duties of their occupation while in the United Kingdom; and
- they contracted the HIV infection after the **risk date**; and
- the incident from which they contracted the HIV infection was reported, investigated and documented according to normal procedures for the **life assured's** occupation; and
- a test showing no HIV or antibodies to such a virus was made within five days of the incident; and
- a positive HIV test occurred within 12 months of the reported incident.

11.3.4 The HIV/AIDS exclusion does not apply if the HIV infection results directly from a physical assault involving involuntary contact with either a hypodermic needle or an infected sharp instrument or sexual assault (without consent) and the **life assured** produces evidence satisfactory to us that:

- the incident happened in the United Kingdom after the **risk date** and was reported to the police within five days; and
- a test showing no HIV or antibodies to such a virus was made within five days of the incident; and
- a positive HIV test occurred within 12 months of the reported incident.

11.3.5 The exceptions to the HIV exclusion in Conditions 11.3.2, 11.3.3 and 11.3.4 do not apply where HIV infection results from any other means including sexual activity or drug abuse.

11.4 Self-inflicted injury

11.4.1 This means deliberate self-inflicted injury.

11.5 War

11.5.1 This means directly or indirectly due to any form of war whether declared or not.

12 If you stop your policy

12.1 You (or any one **policyholder** if two or more) can tell us to stop your **policy** at any time. If you do, no further **premiums** will be payable and all cover will stop. You may find:

- you are unable to get new cover to replace any cover that has stopped; or
- any new cover costs more or is subject to exclusions.

12.2 Your **policy** will not have any cash value.

13 Payment of claims

13.1 We do not have to make any payments or waive the payment of any **premium** until we receive your **policy schedule** and such proof, as we decide that:

- the event resulting in the claim has happened;
- the person claiming payment has a right to it; and
- the stated date of birth of the **life assured** is correct;

together with sight of the **life assured's** medical records where appropriate and such further evidence and information, if any, as we decide is appropriate.

13.2 We will pay a claim on the signed instructions of:

- a sole **policyholder**;
- both joint **policyholders** or the survivor of them;
- the **policyholder's** legal personal representatives; or
- any person to whom any of the above may have legally assigned your **policy**.

13.3 Any money we pay will be in pounds sterling from the Paying Office we state in your **policy schedule**.

14 Our right to cancel your policy

14.1 Information provided to us

14.1.1 We have the right to cancel your **policy** if we find out at any time that information given by, or on behalf of, a **policyholder** or a **life assured** is not true, not accurate or not complete.

14.1.2 The information referred to in Condition 14.1.1 means:

- all information given to us at our request, or at the request of a doctor or nurse acting on our behalf, up to the **risk date**; and
- all information given to us correcting or adding to the information shown on a **confirmation schedule**;

that affects our decision to provide cover or the terms of that cover.

14.1.3 We have the right to cancel your **policy** under Condition 14.1 even if the information is not connected to the cause of a claim or a benefit claimed.

14.2 Changes before the risk date

14.2.1 We also have the right to cancel your **policy** if we find out at any time a **policyholder** or a **life assured** failed to tell us of any changes in the health or circumstances of a **life assured** that:

- happened before the **risk date**;
- would have led to any of the information referred to in Condition 14.1.2 being different if given on the **risk date**; and
- would have affected our decision to provide cover or the terms of that cover.

14.2.2 The changes referred to in Condition 14.2.1 include a **life assured**:

- having or expecting to have doctor, hospital or clinic consultations, treatment as an in-patient or out-patient or a blood test for any reason;
- having a symptom of any type that they have been asked about in the application;
- taking up any hazardous sport or pastime, or intending to do so;
- working or travelling abroad, or intending to do so; or
- changing country of residence, or intending to do so;

and changes in:

- their family history; or
- their occupation or the duties of that occupation.

14.2.3 We have the right to cancel your **policy** under Condition 14.2 even if the information or change is not connected to the cause of a claim or a benefit claimed.

14.3 Information given when applying to restart your policy

14.3.1 We also have the right to cancel your **policy** if we restart your **policy** under Condition 3.3.2 and later find out that:

- any statement made to us for that purpose by, or on behalf of, a **policyholder** or a **life assured** was not true, not accurate or not complete;
- the answer to a question in any letter or questionnaire we sent to a **policyholder**, a **life assured** or any person acting for you or them was not true, not accurate or not complete; or
- the answer to a question asked by any doctor or nurse acting on our behalf was not true, not accurate or not complete;

where the statement or answer would have affected our decision to restart cover or the terms of that cover.

14.3.2 We have the right to cancel your **policy** under Condition 14.3 even if the information is not connected to the cause of a claim or a benefit claimed.

14.4 Information given when making a critical illness and disability benefit, children's critical illness and disability benefit or permanent and total disability benefit claim

14.4.1 If, in connection with a claim under critical illness and disability benefit, children's critical illness and disability benefit or permanent and total disability benefit, a **policyholder** or a **life assured** or a child of a **life assured** in connection with a children's critical illness and disability claim:

- makes an untrue statement about a material fact;
- deliberately omits to disclose a material fact; or
- provides false or falsified evidence of a material fact;

then we will reject any pending claim and your **policy** will be cancelled.

14.4.2 A material fact is anything that is likely to influence our assessment of a claim including:

- the cause, nature, scope and degree of any illness or disability;
- any medical investigation or treatment that is recommended or received for any illness or disability;
- the duties of the **life assured's** occupation;
- the **life assured's** performance of any work, whether paid or unpaid, during the claim; and
- details of any other insurance claim, personal injury claim or compensation claim arising from the disability.

14.5 Termination of policy

14.5.1 If we have the right to cancel your **policy** under Condition 14 then no benefit is payable.

15 General

15.1 Assignments

- 15.1.1 You should send any notices of assignment to our **Salisbury office**.

15.2 Changed circumstances

- 15.2.1 We may change the terms of your **policy** to reflect any changes in taxation, insurance or other law affecting our obligations under it.

15.3 Events or circumstances beyond our control

- 15.3.1 We will not be liable to pay you, or any other person, any compensation for loss caused by events or circumstances beyond our control. This includes loss caused by any delay in carrying out our obligations caused by restrictions imposed on us by law or regulation.

15.4 Policies written under trust

- 15.4.1 If you place your **policy** under trust, we need all trustees to agree in writing before taking up any option or other right under your **policy**.

15.5 Proof of age

- 15.5.1 Before paying any claim we must receive proof the date of birth of the **life assured** given in the application is correct.
- 15.5.2 If we find a **life assured** was born earlier than the date of birth given, we will adjust the benefits under your **policy** to those we would have offered had we known their correct age from the start. If we would not have offered terms, we will cancel your **policy** from outset and refund any **premiums** paid without interest.

- 15.5.3 If we find a **life assured** was born later than the date of birth given, we will calculate what the **premium** would have been had we known the correct age at the start of your **policy**. We will then refund any overpayment with interest.

The amount of interest will depend on the interest rates we are using at the time. We will not pay interest if it is below our minimum. Details of our current interest rate and minimum payment will be available on request.

If we pay interest, we will take off income tax as law requires.

15.6 Rights of other parties

- 15.6.1 We and the **policyholder** are the parties to this contract.
- 15.6.2 Except where we say otherwise in your **policy**, we do not intend anyone else to have direct or indirect contractual rights under it.

15.7 Sending instructions to us

- 15.7.1 You should send any instructions, notifications or requests to our **Salisbury office**. They should be in writing, in English and include any documents, information or agreements we may need.

15.8 The law that applies to your policy

- 15.8.1 We show the law that applies to your **policy** in your **policy schedule**.

16 Decreasing cover

This table is used to calculate the **sum assured** payable under a decreasing cover **policy** where the requirements of Condition 4.4.3 have not been met

16.1 If we show 'Critical Illness Cover – Decreasing' in your **policy schedule**, and the requirements of Condition 4.4.3 are not met, the **sum assured** is calculated from the table below.

Year of assurance	10 years £	11 years £	12 years £	13 years £	14 years £	15 years £	16 years £	17 years £	18 years £	19 years £	20 years £	21 years £	22 years £	23 years £	24 years £
1	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000
2	9310	9399	9473	9535	9587	9632	9670	9704	9733	9759	9781	9802	9820	9836	9850
3	8564	8750	8904	9032	9141	9234	9314	9384	9445	9498	9545	9587	9625	9658	9688
4	7759	8050	8289	8490	8659	8804	8929	9038	9133	9217	9291	9356	9415	9467	9514
5	6889	7293	7626	7904	8139	8340	8514	8665	8797	8913	9015	9106	9187	9260	9325
6	5950	6476	6909	7271	7577	7839	8065	8262	8433	8585	8718	8837	8942	9037	9121
7	4936	5593	6134	6587	6970	7298	7581	7826	8041	8230	8397	8545	8677	8795	8901
8	3841	4640	5298	5849	6315	6714	7058	7356	7617	7847	8050	8230	8391	8535	8664
9	2658	3610	4395	5052	5607	6083	6492	6848	7160	7434	7676	7891	8082	8253	8407
10	1380	2498	3420	4191	4843	5401	5882	6300	6666	6987	7271	7523	7748	7949	8130
11		1297	2366	3261	4018	4665	5223	5708	6132	6505	6834	7127	7388	7621	7830
12			1229	2256	3126	3870	4511	5068	5555	5984	6363	6699	6998	7266	7507
13				1171	2163	3011	3742	4377	4933	5421	5853	6236	6578	6884	7158
14					1123	2083	2912	3631	4260	4814	5303	5737	6124	6470	6780
15						1082	2015	2825	3534	4158	4709	5198	5634	6023	6373
16							1046	1955	2750	3449	4067	4615	5104	5541	5933
17								1015	1903	2683	3373	3986	4532	5020	5458
18									988	1857	2625	3307	3914	4457	4945
19										964	1816	2573	3247	3850	4391
20											943	1780	2526	3194	3792
21												924	1748	2485	3146
22													908	1719	2448
23														893	1694
24															879
25															
26															
27															
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16.2 The table shows the **sum assured** that applies in the first month of each **policy year** under a decreasing cover **policy** with an initial **maximum sum assured** of £10,000. The **sum assured** reduces each month.

For a **policy** with an initial **maximum sum assured** more or less than £10,000, we will increase or reduce each **sum assured** in the table proportionately.

16.3 If the **maximum sum assured** is reduced following a premium review, as described in Condition 4.4.6, from then on the **sum assured** will be calculated using this reduced **maximum sum assured**.

16.4 We calculate the **sum assured** in later months of each **policy year** in the same way as those we show in this table. A table showing the **sum assured** for every month in every **policy year** is available on request.

25 years £	26 years £	27 years £	28 years £	29 years £	30 years £	31 years £	32 years £	33 years £	34 years £	35 years £	36 years £	37 years £	38 years £	39 years £	40 years £
10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000
9863	9875	9886	9895	9904	9912	9919	9925	9931	9937	9942	9947	9951	9955	9958	9961
9715	9740	9762	9782	9800	9816	9831	9845	9857	9869	9879	9889	9898	9906	9913	9920
9556	9594	9628	9659	9688	9713	9737	9758	9778	9795	9812	9826	9840	9853	9864	9875
9384	9436	9484	9527	9567	9602	9635	9664	9691	9716	9738	9759	9778	9795	9811	9826
9198	9266	9328	9385	9436	9482	9524	9563	9598	9630	9660	9686	9711	9734	9754	9774
8997	9082	9160	9231	9294	9352	9405	9453	9497	9538	9574	9608	9639	9667	9693	9717
8779	8884	8979	9064	9142	9212	9277	9335	9389	9437	9482	9523	9561	9595	9627	9656
8545	8670	8782	8884	8977	9061	9138	9207	9271	9329	9383	9432	9476	9517	9555	9589
8292	8438	8570	8690	8799	8898	8988	9070	9144	9213	9275	9333	9385	9433	9477	9518
8018	8188	8342	8481	8607	8721	8826	8921	9007	9087	9159	9226	9287	9342	9394	9441
7723	7918	8094	8254	8399	8531	8651	8760	8860	8951	9034	9110	9180	9244	9303	9357
7404	7627	7827	8010	8175	8325	8461	8586	8700	8804	8899	8986	9065	9139	9206	9267
7060	7312	7539	7745	7932	8103	8257	8398	8527	8645	8753	8851	8941	9024	9100	9170
6688	6971	7228	7460	7671	7862	8037	8196	8341	8473	8595	8706	8808	8901	8987	9065
6286	6604	6892	7152	7388	7603	7799	7977	8140	8288	8424	8549	8663	8768	8864	8952
5852	6207	6528	6819	7083	7323	7542	7741	7922	8088	8240	8379	8507	8624	8731	8829
5383	5779	6136	6460	6754	7021	7264	7485	7688	7872	8041	8196	8338	8468	8588	8697
4877	5316	5713	6072	6398	6694	6964	7210	7434	7639	7827	7998	8156	8300	8433	8554
4331	4816	5255	5653	6013	6341	6640	6912	7160	7387	7595	7785	7959	8119	8265	8400
3740	4276	4761	5200	5598	5960	6290	6590	6865	7115	7344	7554	7746	7923	8085	8234
3103	3694	4228	4711	5150	5549	5912	6243	6545	6821	7074	7305	7517	7711	7890	8054
2414	3064	3651	4183	4666	5105	5504	5868	6200	6504	6782	7036	7269	7483	7679	7859
1671	2384	3029	3613	4143	4625	5063	5463	5828	6161	6466	6745	7001	7236	7452	7649
867	1650	2357	2997	3578	4106	4587	5025	5426	5791	6125	6432	6712	6970	7206	7423
	857	1631	2332	2968	3547	4073	4553	4991	5391	5757	6093	6400	6682	6940	7178
		847	1614	2310	2942	3518	4043	4522	4960	5360	5727	6063	6371	6654	6914
			838	1598	2289	2918	3492	4015	4493	4931	5331	5698	6035	6344	6628
				830	1584	2271	2896	3468	3990	4467	4904	5305	5673	6010	6320
					822	1571	2254	2877	3446	3967	4443	4880	5281	5649	5987
						816	1559	2238	2859	3426	3945	4421	4858	5259	5627
							810	1549	2224	2842	3408	3926	4401	4838	5239
								804	1539	2211	2827	3391	3908	4383	4819
									799	1530	2199	2813	3375	3892	4366
										794	1522	2189	2800	3361	3877
											790	1514	2179	2788	3348
												786	1508	2170	2778
													783	1501	2161
														779	1495
															776

Friends Provident Life Assurance Limited

Salisbury Office: United Kingdom House, Castle Street, Salisbury, Wiltshire SP1 3SH

Registered and Head Office: Pixham End, Dorking, Surrey RH4 1QA

Incorporated company limited by shares and registered in England number 782698

www.friendsprovident.com

Telephone 0845 602 9189



FRIENDS PROVIDENT