

# Loss/Non-Receipt of Policy Document

## Notes

Your policy is made up of the policy booklet, policy schedule and any endorsements. These documents are very important because you need to show us that you are the legal owner of the policy and that we should pay the benefits to you. You would not want us to pay the benefits to a third party who is not entitled to them and we would not want to pay the benefits twice - once to someone falsely claiming under the Policy and then again to you. It is for this reason that we insist on the original Policy documents being sent to us when you are making a claim.

But what happens if you haven't got your documents because you either have not received the original documents or, as more often happens, you or your adviser have received them but they have been lost? In place of the original Policy documents we will accept two documents; a statutory declaration and a deed of indemnity. Both documents must be properly completed before we will pay a benefit.

## Statutory Declaration

This declaration can be sworn by you or your adviser (if the Policy documents were sent to and kept by your adviser). This is a formal statement made under oath (as if you were giving evidence before a court). In the statement, you (or your adviser) are asked to confirm that:

- Despite searches, you have been unable to find the lost policy documents.
- You are entitled to the benefit payable under the Policy (or in the case of your adviser, he was the Intermediary who introduced us to you);
- The ownership of the Policy has not been transferred to anyone else; or
- You now own the Policy because it has been transferred to you (for example you are an assignee or the Executor of the original policyholder).

This declaration can only be sworn before a commissioner for oaths or a notary public. If it is not sworn before a commissioner for oaths or a notary public we cannot accept it.

## Deed of Indemnity

This must be signed by you. Not your adviser.

It is very easy for someone to make a false declaration. You would not be happy if a third party sent a false declaration to us, forged your signature and we then paid out to that third party who is not entitled to claim under your Policy. If that did happen you would expect us to pay the benefits to you. A similar situation can arise where, for example, you have assigned the Policy to your bank as a security for a loan. Your bank is not going to be very happy if we pay all the benefits out to you and their loan is then unsecured.

To cover this situation, we insist that the individual asking us to pay the benefit to him, completes the deed of indemnity. The deed includes an undertaking by the individual making the claim. If you complete the deed of indemnity and it is subsequently shown that you are not legally entitled to benefit, you must return any benefit and reimburse us for any losses which we suffer as a result of the payment to you.

## Statement of Benefits

If you send us a Statutory Declaration and a Deed of Indemnity properly completed then we will

- pay the benefit to you; or
- if the Policy is to continue, send you a statement of benefits which you must keep safely and send to us when you make a claim under the Policy.

## Legal Documents

Both the Statutory Declaration and the Deed of Indemnity are legal documents. We would recommend that you take legal advice before you complete them.

## Part 1: Statutory Declaration as to Loss or Non-Receipt of Policy Documents

This statutory declaration is made the  day of  year

in relation to policy numbers

*Please show ALL policy numbers*

("the Policy") on the life

(lives\*) of

issued by Friends Provident International Limited ("the Company") (formerly Royal & Sun Alliance International Financial Services Limited)

I/We\* the undersigned do solemnly and sincerely declare:

1. (i) Policyholders<sup>†</sup>

That I/We are\* legally entitled to the above mentioned Policy(ies)\* and to the monies assured thereby and can give an effectual discharge for the same by virtue of my/our\* legal title to the contract.

(ii) Intermediaries<sup>†</sup>

That I am/we\* are the intermediary which introduced the Policyholder to you and I am/We\* are the addressee(s) to whom you sent the policy documents.

2. (i) Loss of Policy(ies)<sup>†</sup>

That the said Policy(ies) was/were\* to the best of my/our\* knowledge and belief last in my/our\* possession in the year and that it/they/\* has/have\* since been lost, mislaid or destroyed and that I/we\* have made a diligent search for it/them\* but without success.

(ii) Non-receipt of Policy(ies)<sup>†</sup>

That I/we\* have not received the original Policy(ies) and that I/we\* have no knowledge of its/their whereabouts.

<sup>†</sup> Delete as applicable.

3. That the said Policy(ies)\* has/have\* not, to the best of my/our\* knowledge and belief, been pledged or otherwise parted with for value or otherwise to any person or persons whomsoever who has or could have any right to title or claim thereto as against or paramount to my/our/the Policyholder's\* title thereto and I/we\* have not received notice of and am/are\* not aware of any such claim other than indicated below.

Enter details of any Assignment, Transfer, Trust affecting Policy ownership

And I/we\* make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Evidence Act 1871 of the Isle of Man.

### Signatures

Signed

Signed

Date

Date

### Declared

Before me

at

Signed

A Commissioner for Oaths/Notary Public duly authorised to administer Declarations

(Please indicate which and apply the appropriate Authorisation Stamp)

## Part 2: Deed of Indemnity

This deed of indemnity is made the  day of  year

in relation to policy numbers

*Please show ALL policy numbers*

("the Policy") on the life (lives\*) of

issued by Friends Provident International Limited ("the Company") (formerly Royal & Sun Alliance International Financial Services Limited)

To

and

of ("the Policyholder")

whereas

- a. The original policy documents relating to the Policy have been lost or destroyed.
- b. No dealings have been taken with the Policy by way of assignment, charge or deposit. Nor has any other form of encumbrance or interest in the Policy been created by me or to my knowledge other than indicated below.

Enter details of any Assignment, Transfer, Trust affecting policy ownership.

this deed witnesses that

In consideration of the Company:

- (i) issuing a Statement of Benefits in substitution for the original policy documents; and/or
- (ii) paying any benefits under the Policy to the Policyholder,

the Policyholder undertakes (jointly and severally)\* to indemnify the Company and any of its officers against any and all losses, claims, demands and expenses, which may be made by or against the Company or its officers as a result, whether directly or indirectly, of the Company agreeing to issue the Statement of Benefits including, but not limited to, anything arising from or in connection with the Company paying benefits under the Policy without the production of the original policy documents or any interest created by them.

This Deed will be interpreted in accordance with Manx Law.

### Signed and delivered as a Deed by

Signature of Policyholder

in the presence of – Name of Witness

Address of Witness

Occupation of Witness

Signature of Witness

### Signed and delivered as a Deed by

Signature of Policyholder

in the presence of - Name of Witness

Address of Witness

Occupation of Witness

Signature of Witness

Friends Provident International Limited

Registered & Head Office: Royal Court, Castletown, Isle of Man, British Isles, IM9 1RA  
Telephone: +44(0) 1624 821212 Fax: +44(0) 1624 824405  
Website: [www.fpinternational.com](http://www.fpinternational.com)

Incorporated company limited by shares  
Registered in the Isle of Man No. 11494  
Authorised by the Isle of Man Insurance & Pensions Authority  
Provider of life assurance and investment products

Authorised by the Office of the Commissioner of Insurance to conduct long-term insurance business in Hong Kong

Registered in the United Arab Emirates as an insurance company (Registration No.76)  
and as a foreign company (Registration No. 2013)

Authorised by the United Arab Emirates Insurance Authority to conduct life insurance and savings business

Registered in Singapore No. F06835G

Registered by the Monetary Authority of Singapore to conduct life insurance business in Singapore

