

# Houseperson's Cover

Policy conditions

Reference  
PN60 12.09

## Contents

	Page
1 Introduction	2
2 Premiums	4
3 Houseperson's benefit	4
4 Houseperson's pension contribution protection benefit	6
5 Hospitalisation benefit	7
6 Waiver of premium	7
7 Linked periods of incapacity	7
8 If you stop your policy	8
9 Claims and notifications	8
10 Our right to cancel your policy	9
11 General	10

### Important

Please contact us at the start of a period of incapacity otherwise your claim may be delayed or refused. We give more information in Condition 9.

## 1 Introduction

### 1.1 About your Houseperson's 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. This **policy** does not provide cover for events that you 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**.

If you transfer your rights under your **policy**, or under any of its benefits, your **policy** will end immediately and no benefits will be payable.

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

#### You and your

The **life insured**.

#### 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 you showing the answers you gave to our questions when you applied for your **policy**.

### Continuing income

This is your income during a **period of incapacity**, as fully defined in Condition 3.1.2, that we take into account when considering a claim for houseperson's benefit.

### Deferred period

This is the first part of a **period of incapacity** for which no benefit is payable, other than hospitalisation benefit. Your **policy schedule** shows how long this period is.

### 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.

### Expiry date

This is the latest date on which your **policy** can end and is shown in your **policy schedule**.

### Hospital

This means premises recognised as a hospital or nursing home by local or state health authorities in any of the countries listed in Condition 11.4.2.

### Life insured

This is the person we show in your **policy schedule** who legally owns the **policy** and whose life is covered by the **policy**.

### Paid occupation

An occupation that is of financial value whether or not you receive payment, profit or reward.

### Pension scheme

This means a pension scheme registered under Part 4, Chapter 2, Finance Act 2004.

### Period of incapacity

This is a period throughout which you are incapacitated due to illness or injury as fully defined in Condition 3.1.1.

### 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.

### 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 year

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

### Premium

The amount we show in your **policy schedule** that you must pay to us on each **renewal date**.

### 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

## 2 Premiums

### 2.1 Payment of premiums

2.1.1 **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 until the **expiry date** by direct debit.

### 2.2 Non-payment of premiums

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

2.2.2 If your 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 your state of health and of any other factors affecting the insurance risk. We will write to tell you whether we can restart cover or not. If we decide to offer the cover on different terms to those we originally offered, which may include an increase in **premiums** and/or an exclusion, we will need to receive your signed acceptance of the revised terms before we restart the cover.

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

### 2.3 Restriction of benefits

2.3.1 There will be no refund of **premiums** if benefits are restricted under:

- Conditions 3.2.3 to 3.2.5; or
- Conditions 4.1.3 to 4.1.4.

## 3 Houseperson's benefit

This benefit pays out a regular income when a **period of incapacity** continues after the end of the **deferred period**, subject to the **policy** terms and conditions.

### 3.1 Definitions which apply to this benefit

These definitions apply for the purposes of Condition 3.

3.1.1 A **period of incapacity** means a period throughout which you satisfy the following incapacity assessment criteria:

- 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 yourself;

OR

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

3.1.2 **Continuing income** means income that you receive or become entitled to or waiver of a regular payment due from you during a **period of incapacity**. We treat the weekly equivalent amounts from the following sources as **continuing income**:

- regular payments from any other insurance against incapacity due to illness or injury;
- credit repayment instalments paid or waived due to incapacity under mortgage payment protection policies and under any other form of loan, finance or credit protection policies; and
- any pension (unless the pension was already being paid to you before you started your **policy**) arising from all **paid occupations** in which you have ever engaged.

**Continuing income** is the amount you are entitled to receive less any tax which is payable on it. If it is not possible to establish the actual tax liability, we will estimate it, on a basis that we consider reasonable, using tax rates current at the time and make any necessary adjustments when the actual income tax liability is known.

## 3.2 Benefit

3.2.1 Houseperson's benefit is payable from the end of the **deferred period** for any **period of incapacity** that starts:

- after the **risk date**; and
- before the **expiry date**.

We will continue to pay houseperson's benefit until whichever of the following happens first:

- the end of the **period of incapacity**;
- your death; and
- the **expiry date**;

as long as:

- the requirements of Condition 9 are met;
- any exclusions shown in your **policy schedule** do not apply;
- we are not entitled to cancel your **policy** under Condition 10;
- we are not entitled to cancel your **policy** under Condition 11.3.2; and
- your **policy** has not ended for any other reason.

3.2.2 You will not be entitled to houseperson's benefit at the same time as any other benefit under your **policy** other than houseperson's pension contribution protection benefit.

3.2.3 The houseperson's benefit that we pay will be the lower of:

- the houseperson's benefit specified in your **policy schedule**; and
- £300 a week less any **continuing income**.

3.2.4 We will recalculate the amount of benefit payable as described in Condition 3.2.3 whenever there is a change in your **continuing income** using revised figures as appropriate.

3.2.5 This condition applies if you are entitled to claim benefit under any other policy with us or any other company in the Friends Provident group of companies that includes:

- income protection;
- houseperson's benefit;
- permanent health insurance; or
- any similar benefit.

We will calculate the amount we will pay under this **policy** and those other policies in a strict date order, based on the dates on which cover started for each policy. We will firstly assess how much we can pay under the policy with the earliest risk date then the policy with the next earliest risk date and so on taking into account benefit from any previous policies as **continuing income**.

3.2.6 If the amount of houseperson's benefit we pay is less than the houseperson's benefit shown in the **policy schedule** then we will pay the difference as houseperson's pension contribution protection benefit, subject to the **policy** terms and conditions.

## 4 Houseperson's pension contribution protection benefit

You can claim this benefit if you suffer a **period of incapacity** and your **policy schedule** says it is included.

This benefit pays your regular **pension scheme** contributions when a **period of incapacity** continues after the end of the **deferred period**, subject to the **policy** terms and conditions.

### 4.1 Benefit

4.1.1 Houseperson's pension contribution protection benefit is payable from the end of the **deferred period** for any **period of incapacity** that starts:

- after the **risk date**; and
- before the **expiry date**.

We will continue to pay houseperson's pension contribution protection benefit until whichever happens first:

- the end of the **period of incapacity**;
- the **pension scheme** ceases to accept contributions;
- your retirement;
- your death; and
- the **expiry date**;

as long as:

- you, your spouse or registered civil partner are a member of a **pension scheme** immediately before a **period of incapacity**;
- the **pension scheme** agree to accept the contributions;
- the requirements of Condition 9 are met;
- any exclusions shown in your **policy schedule** do not apply;
- we are not entitled to cancel your **policy** under Condition 10;
- we are not entitled to cancel your **policy** under Condition 11.3.2; and
- your **policy** has not ended for any other reason.

4.1.2 We will use any benefit to pay your pension contributions directly to an arrangement, or arrangements, under **pension schemes** of which you are a member. We can also pay contributions to **pension scheme** arrangements under which your spouse or registered civil partner is a member.

4.1.3 The houseperson's pension contribution protection benefit we pay will be the lowest of:

- the houseperson's pension contribution protection benefit specified in your **policy schedule** plus any amount of houseperson's benefit payable in accordance with Condition 3.2.6;
- the maximum pension contribution you are permitted to pay after deducting income tax relief; or
- in respect of your spouse or registered civil partner, the maximum pension contribution they would be permitted to pay, after deducting basic rate income tax, if they had no earnings.

4.1.4 This condition applies if you are also entitled to claim benefit under any other policy with us or any other company in the **Friends Provident group of companies** that includes:

- income protection;
- houseperson's benefit;
- permanent health insurance;
- pension contribution protection benefit, houseperson's pension contribution protection benefit or pension waiver; or
- any similar benefit.

We will calculate the amount we will pay under this **policy** and those other policies in a strict date order, based on the dates on which cover started for each policy. We will firstly assess how much we can pay under the policy with the earliest risk date then the policy with the next earliest risk date and so on taking into account benefit from any previous policies as **continuing income**.

4.1.5 If we limit your houseperson's pension contribution protection benefit under Conditions 4.1.3 or 4.1.4 then we will pay as houseperson's benefit the amount by which we reduced the houseperson's pension contribution protection benefit for as long as that benefit remains limited, subject to the **policy** terms and conditions.

## 5 Hospitalisation benefit

This benefit pays out a cash sum if you are admitted to **hospital** as an in-patient for a continuous period of more than seven consecutive days during the **deferred period**, subject to the **policy** terms and conditions.

### 5.1 Benefit

5.1.1 You are entitled to hospitalisation benefit if during a **period of incapacity** you are admitted to **hospital** and remain an in-patient for a continuous period of more than seven days during the **deferred period**.

5.1.2 Hospitalisation benefit is payable for your eighth complete day in **hospital** and for each successive day that you are required to stay in **hospital** until, and including, the earliest of:

- the last complete day of your stay in **hospital**;
- the 91st complete day of your stay in **hospital**;
- the date on which the **deferred period** ends;
- the date of your death; and
- the **expiry date**.

5.1.3 The daily amount of hospitalisation benefit payable will be the lower of:

- one seventh of the benefit shown in your **policy schedule**; or
- £150;

for each complete day of your stay in **hospital**.

The overall maximum that we will pay to you under this benefit is £150 a day and this will take account of this **policy** and any similar policies with us or any other company in the Friends Provident group of companies where you are the **life insured**.

5.1.4 Where hospitalisation benefit is payable under any earlier policies with us or any other company in the Friends Provident group of companies, where you are the **life insured**, then:

- if the benefit payable under those policies exceeds £150 a day, there will be no hospitalisation benefit payable under this **policy**; or
- if the benefit payable under those policies is less than £150 a day, the hospitalisation benefit payable under this **policy** will be payable to the extent that, when added to the benefit under any earlier policies, it does not exceed £150 a day.

5.1.5 You must continue to pay the **premiums** under your **policy** during a claim for hospitalisation benefit.

5.1.6 You will not be entitled to hospitalisation benefit if your claim is directly or indirectly due to mental or functional nervous disorders or any non-specific chronic viral infection or chronic fatigue syndrome.

## 6 Waiver of premium

6.1 We will waive any **premiums** that become due during a period where we are making payments of any benefit other than hospitalisation benefit.

## 7 Linked periods of incapacity

7.1 We will link together any **period of incapacity** if it starts within 52 weeks of the end of a previous period during which:

- houseperson's benefit; or
- houseperson's pension contribution protection benefit;

was payable and all such periods arise from the same cause.

7.2 Where the requirements of Condition 7.1 are met the claim arising from the linked **period of incapacity** will be assessed in accordance with the appropriate conditions for the benefit being claimed with the exception that the **deferred period** will not apply.

## 8 If you stop your policy

8.1 You 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.

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

## 9 Claims and notifications

### 9.1 Notifying a claim

9.1.1 If the **deferred period** is thirteen weeks or more, you must tell us in writing within four weeks of the start of a **period of incapacity** unless the claim is for hospitalisation benefit.

9.1.2 If the **deferred period** is four weeks, you must tell us in writing within two weeks of the start of a **period of incapacity** unless the claim is for hospitalisation benefit.

9.1.3 If you do not tell us as specified under Conditions 9.1.1 or 9.1.2, we will treat your incapacity as having started on the date that we receive your notification and the **deferred period** will start on that date. We may use an earlier date if we are satisfied the nature of the incapacity prevented you from telling us.

### 9.2 Other claims conditions

9.2.1 We will send you a claim form. You must complete and return this to us within three weeks of its date of issue. There will be no entitlement to benefit for any period more than one month before we receive the completed claim form.

9.2.2 You must continue to pay your **premiums** until:

- we tell you that we admit liability for the claim; and
- the **deferred period** has ended.

9.2.3 There will only be entitlement to benefit, other than hospitalisation benefit, after the **deferred period** has ended.

9.2.4 We pay one-seventh of the benefit for each day of entitlement under:

- houseperson's benefit; or
- houseperson's pension contribution protection benefit.

We pay these benefits monthly in arrears.

9.2.5 We will only pay the benefit if, and when, we are satisfied that the claim is valid. 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 but is not limited to:

- evidence through examination by a medical examiner we name that you continue to be incapacitated;
- any other medical tests or investigations our Chief Medical Officer considers appropriate;
- evidence you are attending an appropriate medical practitioner and are receiving medical treatment in accordance with NHS Best Practice;
- your medical records;
- evidence of **continuing income**; and
- evidence of your age.

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

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

9.2.8 You must tell us in writing immediately if:

- your doctor stops issuing you with medical certificates stating that you are unable to work;
- State benefits, credits or allowances being paid because of incapacity are stopped or reduced for any reason;
- you return to paid or unpaid work or engage in rehabilitation or attend a work training programme; or
- you are travelling or residing abroad, outside your normal place of residence, during your claim.

- 9.2.9 Payment of houseperson's pension contribution protection benefit is also subject to:
- details of all pension contributions made by you and your spouse or registered civil partner;
  - you designating the **pension scheme** or schemes to which benefit will be made in accordance with Condition 4.1.2. You can but do not have to designate a **pension scheme** arrangement with us and you can designate a maximum of two other **pension schemes**. If you designate more than one **pension scheme**, you must also tell us the amount of benefit to be applied to each. We will pay any benefit directly to the provider of the specified **pension scheme(s)**.

## 10 Our right to cancel your policy

### 10.1 Information provided to us

10.1.1 We have the right to cancel your **policy** if we find out at any time that information given by you, or on your behalf, is not true, not accurate or not complete.

10.1.2 The information referred to in Condition 10.1.1 means:

- all information given 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.

10.1.3 We have the right to cancel your **policy** under Condition 10.1 even if the information is not connected to the cause of a claim.

### 10.2 Changes before the risk date

10.2.1 We also have the right to cancel your **policy** if we find out at any time that you have failed to tell us of any changes in your health and circumstances that:

- happened before the **risk date**;
- would have led to any of the information referred to in Condition 10.1.2 being different if given on the **risk date**; and
- would have affected our decision to provide cover or the terms of that cover.

10.2.2 The changes referred to in Condition 10.2.1 include you:

- 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 you 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:

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

10.2.3 We have the right to cancel your **policy** under Condition 10.2 even if the information or change is not connected to the cause of a claim.

### 10.3 Information given when applying to restart your policy

10.3.1 We also have the right to cancel your **policy** if we restart your **policy** under Condition 2.2.2 and later find out that:

- any statement you made to us for that purpose, or that was made on your behalf, was not true, not accurate or not complete;
- the answer to a question in any letter or questionnaire we sent to you, or any person acting for you, 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.

10.3.2 We have the right to cancel your **policy** under Condition 10.3 even if the information is not connected to the cause of a claim.

## 10.4 Information given when making a claim

10.4.1 If in connection with a claim for any benefit you:

- make an untrue statement about a material fact;
- deliberately omit to disclose a material fact; or
- provide false or falsified evidence of a material fact;

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

10.4.2 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, accident or incapacity;
- the treatment received or recommended for any illness, accident or incapacity;
- **continuing income**;
- details of other insurance claims, personal injury claims or compensation claims arising from incapacity;
- any work performed during a claim, whether paid or unpaid; and
- place of residence.

## 10.5 Transfer of your policy rights

10.5.1 If you transfer your rights under your **policy**, or under any of its benefits, we will immediately cancel your **policy**.

## 10.6 Termination of Policy

10.6.1 If we have the right to cancel your **policy** under Condition 10 then no benefit will be payable in respect of the period from when that right arose.

# 11 General

## 11.1 Changed circumstances

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

## 11.2 Events or circumstances beyond our control

11.2.1 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.

## 11.3 Proof of age

11.3.1 Before paying any claim we must receive proof your date of birth given in the application is correct.

11.3.2 If we find you were 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 the correct age from the start. If we would not have offered terms, we will cancel your **policy** and refund any **premiums** paid without interest.

11.3.3 If we find you were born later than the date of birth given, we will calculate what your **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.

## 11.4 Residence and travel

11.4.1 You may travel or live anywhere in the world without affecting your cover under your **policy** but your right to benefit is:

- restricted to a maximum of 26 weeks in any 52 week period; and
- subject to an overall maximum of 52 weeks;

when you are travelling or living outside the countries listed in Condition 11.4.2.

11.4.2 The countries referred to in Condition 11.4.1 are:

- Andorra
- Australia
- Austria
- Belgium
- Canada
- Channel Islands
- Cyprus
- Denmark
- Finland
- France
- Germany
- Gibraltar
- Greece
- Iceland
- Isle of Man
- Italy
- Liechtenstein
- Luxembourg
- Malta
- Netherlands
- New Zealand
- Norway
- Portugal
- Republic of Ireland
- San Marino
- Spain
- Sweden
- Switzerland
- the United Kingdom
- the United States of America
- the Vatican State.

## 11.5 Rights of other parties

11.5.1 We and you are the parties to this contract and we do not intend anyone else to have direct or indirect contractual rights under it.

## 11.6 Sending instructions to us

11.6.1 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.

## 11.7 The law that applies to your policy

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

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](http://www.friendsprovident.com)

Telephone 0845 602 9189

Friends Provident, Friends Provident International and FRIENDS are registered trade marks of the Friends Provident group of companies in the UK and other countries

Printed on Greencoat Plus Velvet paper made from 80% recycled fibre

