

DECLARATION AND INDEMNITY IN SUPPORT OF SURRENDER WITHOUT POLICY DOCUMENTS

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 are unable to present your documents but you need a benefit now

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 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:

- You do not have the documents to hand and it is not practical for you to obtain them (for example, they are in storage)
- You are entitled to the benefit payable under the Policy
- 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

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 te 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.



FRIENDS PROVIDENT
INTERNATIONAL

PART 1: STATUTORY DECLARATION

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 & SunAlliance International Financial Services Limited)

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

1. 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.
2. That the Policy documents are currently
but it is not practical for me to obtain them, in order to forward them to you, within a reasonable period.
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* 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

Date

Signed

Date

DECLARED

Before me

Signed

at

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 & SunAlliance International Financial Services Limited)

BY

and

of

("the Policyholder")

Whereas

- a. The original policy documents relating to the Policy are currently unavailable.
- 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.

The Policyholder undertakes to send the original policy documents to the Company as soon as they become available.

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

Friends Provident International Limited
Registered & Head Office: Royal Court, Castletown, Isle of Man, British Isles, IM9 1RA
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Incorporated company limited by shares. Registered in the Isle of Man No. 11494
Regulated by the Financial Services Authority for UK business. Provider of life assurance and investment products.