

# Product Guide

Mortgage | Term Personal | Term Business



We have designed our Self Assurance plans with your protection needs in mind – both now and in the future.

Except where otherwise stated, this Product Guide, together with the Policy Benefit Schedule(s) and the Policy Benefit Cover Sheet, contains the terms and conditions of your Plan.

We recognise that the events you want to protect against and the amount of cover you want today may not be the same five years from now. This is why you need a protection plan that can adapt to meet your changing circumstances, whether personal, mortgage or business.

If you would like this information in large print, in Braille or on cassette or CD, please call 0845 271 0900.

# The technical options and definitions – find out what's included and how it works

Technical Options	5
Introduction to your plan	6
Benefits choice	7
How you can take out these benefits	9
Children's critical illness benefit	10
Buyback option	10
Disability income benefit (income protection)	11
Immediate cash benefit	13
Children's income benefit	13
Premium payment benefit (waiver of premium)	14
Unemployment benefit	14
Age limits	17
Premiums	18
Benefit payments	18
Benefit terms	19
What we mean by premium rates	19
Free cover	21
Flexibility	22

How to Claim	25
Support from Lifeline	26
Support from JobCare	26
More information	27

Definitions	Explained	29

Critical illness definitions	30
Total permanent disability definitions	38
Disability income benefit and premium payment	
benefit definitions	
Lists of work tasks and life tasks	41

# Exclusions & Limitations of the Plan

Policy Provisions	47
Construction	48
Premiums	49
Claims procedure	51
General	52

# **Technical Options**

Choice and flexibility underpin all our Self Assurance products. And of course some comfort that you have valuable financial cover.



# Introduction to your plan

For many of us, protection against the financial consequences of dying or being unable to work comes low down on our list of priorities. But if you have responsibilities, like having a spouse or civil partner, having a family or owning your own business then having protection in place should be much higher up your list.

Self Assurance is a term assurance plan that offers you a flexible product range covering Mortgage, Personal and Business protection to meet your needs today and be flexible enough to change later on as your needs change. Please remember that the plan has no cash-in value at any time and your selected cover will cease if you stop paying premiums.

Note: 'You' is used in the Product Guide to show, where appropriate, reference to the actual person insured.

'We' and 'us' means Scottish Provident, a division of Royal London.

## Your plan

#### The plan

Our Self Assurance plans are very flexible. You can take them out to cover one or two people. When you take out a plan to cover just one person, all of the benefits are written on a single-life basis.

When you take a plan out to cover two people, each benefit can be written on either a single-life basis or a joint-life basis depending on your needs.

For example, you could take out death benefit on a joint-life basis so that we would pay the benefit if one of you died. And, each life could be covered separately for critical illness benefit on a single-life basis. There may be some tax implications and you will find more details in the tax section.

#### Taking the first steps

Once you have sent us your completed Application Form, we will send it to our underwriting department. We will review your application to check whether, based on the answers you have given, we are able to accept your plan at our ordinary rate of premium. We may send you for a medical, if we do, you will have the option of choosing your own doctor to complete this. If we are unable to accept your application at ordinary rates because you are a higher than average risk, we will ask you to pay a higher premium for the same amount of cover. We may consider you a higher than average risk if you have a serious medical condition or have been referred to see a medical specialist. In some circumstances we may be unable to accept your application, and may decline your cover or defer accepting your application until a later date.

It is therefore important that you answer all the questions in the Application Form correctly, to the best of your knowledge and belief. We will set up your plan based on the information you tell us in your Application Form and any other information you supply to us in relation to your application. It is important that you tell us everything that may affect the terms we offer you. If you are in any doubt about whether to provide information when filling in the Application Form, please provide the information. If you are unsure about any information, you may wish to consult your doctor before completing the Application Form. It is important to note that at claim stage, any new information that comes to light, which was not provided by you at the application stage (even if it is unconnected to the condition which you are claiming for), could mean your plan will not pay out.

You can always ask us for a copy of your Application Form after you have sent it to us.

If you do not smoke, your premiums will be lower on all benefits other than unemployment benefit. You must not have smoked any tobacco products for at least 12 months at the time your benefit starts. Tobacco products include cigarettes, cigars and pipes. If you have set up your benefit on a joint-life basis, we will take account of whether either of you smokes when we work out your premium.

You must tell us if there is any change to your personal health, family history, occupation or residence, or if you take up any hazardous pursuits, between signing the Application Form and when your plan starts. If you do not do this, it could mean your plan will not pay out.

You should check your Policy Benefit Schedule, Policy Benefit Cover Sheet and Policy Provisions (page 47) to make sure you are aware of the events you are covered for once your plan has been accepted by us.

#### Ownership of your plan

You will normally be the owner of a plan if you apply and pay the premiums for it. You can own a plan jointly with someone else, usually a spouse, civil partner, partner or business partner. To be an owner, you must be:

- aged 18 or over when you sign the Application Form
- habitually resident (see the definition on page 7) in the UK, the Channel Islands or the Isle of Man.

We must establish an insurable interest (for example any spouse, civil partner or partner who has a financial interest in your well being) before the start of the plan if:

- a life assured is not an owner
- there are two lives assured who are not married/civil partners.

### Definition of habitual residence

You will be habitually resident if for example:

- your main home address is in the UK, the Channel Islands or the Isle of Man
- your premiums are paid from a UK, Channel Islands or Isle of Man bank account
- you are a foreign national but, you must have been resident in the UK, the Channel Islands or the Isle of Man for at least one year.

# **Benefits choice**

There are three versions of the Self Assurance plan available:

- Self Assurance Mortgage designed to provide protection to cover your mortgage
- Self Assurance Term Personal designed to provide protection for you and your family
- Self Assurance Term Business designed to provide protection for your business needs

You can then choose the benefits you need:

## **Death benefit**

We will pay this benefit if you die or satisfy our definition of a terminal illness during the benefit term.

#### **Terminal illness cover**

We include this at no extra cost with death benefit, death or earlier critical illness benefit and critical illness benefit. We will pay your benefit if you satisfy our definition of a terminal illness by being diagnosed as having advanced or rapidly progressing incurable illness where, in the opinions of an attending Consultant and our Chief Medical Officer, life expectancy is no greater than 12 months.

There are some circumstances where we will not pay claims for death benefit. You will find these in the section headed **Exclusions and Limitations of the plan** on pages 44 and 45.

# Death or earlier critical illness benefit

Death or earlier critical illness benefit pays out a lump sum or income until the end of the benefit term if you either die or are diagnosed with a terminal illness where life expectancy is no greater than 12 months, or with a critical illness that meets our policy definition. We only cover the critical illnesses we define in our Policy Benefit Schedule and in this Product Guide. Terminal illness cover is defined under "Death benefit".

There are some circumstances where we will not pay claims for death or earlier critical illness benefit. You will find these in the section headed **Exclusions and Limitations of the plan** on pages 44 and 45.

## **Critical illness benefit**

Critical illness benefit pays out a lump sum or income until the end of the benefit term if you are diagnosed with a terminal illness where life expectancy is no greater than 12 months, or a critical illness that meets our policy definition. We only cover the critical illnesses we define in our Policy Benefit Schedule and in this Product Guide.

To qualify for a critical illness claim you must survive for 14 days (the survival period) after you meet our policy definition.

If you choose critical illness benefit on its own, we will not pay a death benefit. However, if you die before you make a critical illness claim, we will pay a benefit of  $\pm 100$ .

There are some circumstances where we will not pay claims for critical illness benefit. You will find these in the section headed **Exclusions and Limitations of the plan** on pages 44 and 45.

#### **Critical illness cover types**

When you take out death or earlier critical illness benefit or critical illness benefit you can choose which critical illness cover type you want from the three listed below.

- A The full list of critical illnesses overleaf plus total permanent disability benefit based on the own occupation definition.
- B The full list of critical illnesses overleaf plus total permanent disability benefit based on the work tasks definition.
- C The full list of critical illnesses overleaf with no total permanent disability benefit.

# Which critical illnesses and disabilities are covered?

The complete list of conditions we cover is set out below. These headings are only a guide to what is covered. The full definitions of the illnesses covered and the circumstances in which you can claim are given in the Policy Benefit Schedules and the Policy Provisions, Definitions and Technical Options sections of the Product Guide. These typically use medical terms to describe the illnesses but in some cases the cover may be limited for example:

- 1) Some types of cancer are not covered
- 2) To make a claim for some illnesses, you need to have permanent symptoms.

Please let us know if you would like to see a copy of the Policy Benefit Schedules.

Alzheimer's disease – resulting in permanent symptoms	Kidney failure – requiring dialysis
Aorta graft surgery	Liver failure – irreversible
Aplastic anaemia – permanent	Loss of hands or feet – permanent physical severance
Bacterial meningitis – resulting in permanent symptoms	Loss of independent existence – resulting in permanent symptoms
Benign brain tumour – resulting in permanent symptoms	Loss of speech – permanent and irreversible
Blindness – permanent and irreversible	Major organ transplant
Cancer – excluding less advanced cases	Motor neurone disease – resulting in permanent symptoms
Cardiomyopathy – of specified severity	Multiple sclerosis – with persisting symptoms
Chronic lung disease – of specified severity	Paralysis of limbs – total and irreversible
Coma – resulting in permanent symptoms	Parkinson's disease – resulting in permanent symptoms
Coronary artery by–pass grafts	Primary pulmonary hypertension – of specified severity
Creutzfeldt–Jakob disease – resulting in permanent symptoms	Progressive supranuclear palsy – resulting in permanent symptoms
Deafness – permanent and irreversible	<b>Pulmonary artery graft surgery</b> – with surgery to divide the breastbone
Dementia – resulting in permanent symptoms	Stroke – resulting in permanent symptoms
Heart attack – of specified severity	Structural heart surgery – with surgery to divide the breastbone
Heart valve replacement or repair	Third degree burns – covering 20% of the body's surface area
<b>HIV infection</b> – caught in one of the listed countries* from a blood transfusion, a physical assault or at work	Total Permanent disability to age 65 – own occupation or work tasks definition
	Traumatic head injury – resulting in permanent symptoms

\* See page 34 for the full HIV definition that includes all the listed countries.

These critical illnesses comply with the Association of British Insurers (ABI) model definitions. No ABI model definitions exist for these critical illnesses and disabilities.

## Total permanent disability benefit

We will pay your benefit if you become totally and permanently disabled. The definitions you can choose from are:

• your own occupation; or

• 2 out of 6 work tasks.

8

Your disability could be as a result of an accident or an illness.

The disability must be irreversible with no reasonable prospect of there ever being any improvement. If you are not in paid work or you are a house-person, you can only choose the work tasks definition.

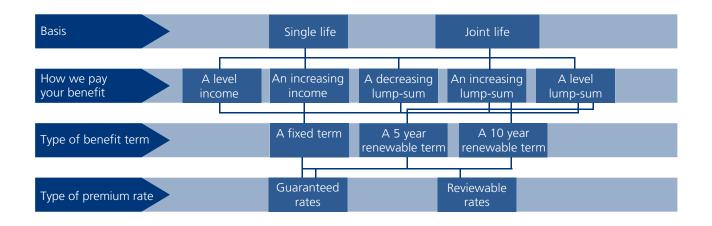
# You can find full total permanent disability definitions on page 38.

You do not need to tell us if you change your job during the term of your benefit. We will ask for this information if you make a claim.

# How you can take out these benefits

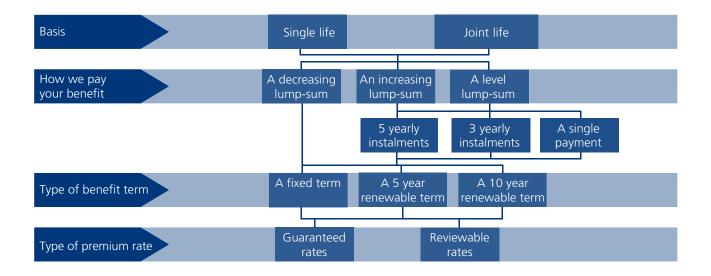
## **Term Personal and Mortgage**

You can take out death benefit, death or earlier critical illness benefit and critical illness benefit in a number of different ways to match your needs. The following diagram shows the options available for each of the benefits shown.



## **Term Business**

You can take out death benefit, death or earlier critical illness benefit and critical illness benefit in a number of different ways to match your needs. The following diagram shows the options available for each of the benefits shown.



The following additional benefits and options may be included under death or earlier critical illness benefit or critical illness benefit in your plan:

# 1. Children's critical illness benefit

We automatically include children's critical illness benefit when you choose death or earlier critical illness benefit or critical illness benefit.

We will cover all of your children, including step children and children that you have legally adopted, from 30 days old until their 18th birthday for 50% of the main critical illness benefit up to a maximum of £20,000. If your main critical illness benefit is an increasing benefit, the children's critical illness benefit will be based on the benefit amount at the date of claim. If the main benefit is decreasing, the benefit amount at outset will be used to calculate the children's critical illness benefit.

If both parents have separate critical illness benefits, children's critical illness cover applies to both, so you can have cover up to £40,000. You can claim this benefit once for each of your children.

We will make a payment as long as the child survives for 14 days (the survival period) after satisfying our definition of one of the children's critical illnesses or disabilities.

Your children will be covered for the critical illnesses and disabilities shown on page 8 (except loss of independent existence as detailed on page 35). Also, a different definition of total permanent disability is used for children's critical illness benefit. You will find this on page 39.

Any claim you make under this benefit will not affect the amount of your main benefit.

There are some situations where we will not pay claims for children's critical illness benefit. You will find these in the section headed **Exclusions and Limitations of the plan** on pages 44 and 45.

# 2. Buyback option

When you take out death or earlier critical illness benefit or critical illness benefit in your plan, you can select the buyback option. This option allows you to take out additional critical illness cover when you make a critical illness or total permanent disability claim and we accept the claim. You must be under age 60 when we accept your claim.

## **Cancer Claims**

If your claim was for cancer and you wish to exercise the option, we will write to you and ask for details of your GP and the medical consultant who treated you. We will write to them to request details of your medical condition. Once we have confirmation that:

- 12 months have elapsed since you were discharged from successful treatment, and
- with no subsequent recurrence of any cancer

then we will set up your buyback benefit.

This option must be taken up within five years of your claim being accepted.

## **Claims other than Cancer**

If the claim was for any cause other than cancer, you can set up the buyback benefit 12 months after we accept your claim. This option must be taken up within two years of your claim being accepted.

## For all claims

The buyback benefit will be:

- for the life assured in respect of whom the claim was made, and
- will cover cancer, heart attack and stroke.

The definitions for these illnesses will be the same as those provided under your original benefit.

The normal 14-day survival period will apply to these conditions.

If your original benefit included death benefit, this will also be included under the buyback benefit.

Any special terms and/or exclusions under your original benefit will also apply to the buyback benefit.

The buyback benefit will be a level lump-sum benefit amounting to 50% of the claim payment made under your original benefit. However, this benefit cannot be more than £100,000 or the equivalent amount of an income benefit (e.g. for a 10 year term the maximum income will be £10,000 a year in other words £100,000 divided by 10).

Once this limit has been reached, whether through the exercise of this option or the same or similar options under other plans you have with us, the option will no longer be available.

The maximum critical illness cover that you can select with buyback option is £200,000 (or the equivalent income amount).

You should restrict any benefit amount with buyback option to this level on your Application Form.

If you require more than £200,000 critical illness cover (or the equivalent income amount) you should complete the extra benefit requirements section of the Application Form.

The term of your buyback benefit will be between five and ten years, depending on the term remaining under your original benefit.

#### Example

If you had three years remaining on your original benefit then your new buyback cover would be for a term of five years. However, if the remaining term on your original benefit was six years, then your new buyback cover would be for a term of six years. Once the buyback benefit is in force, you will be able to make a claim provided the event covered happened during the cover period of the buyback benefit.

Your premium will increase to pay for the option. Once you have exercised the option, the buyback benefit will be set up and a yearly premium of £25 will be payable.

Where you have premium payment benefit (sickness, accident or disability) and/or premium payment benefit (unemployment) (Mortgage plans only) under your plan, these benefits will not be extended to cover the £25 premium due when the buyback benefit is set up.

If you choose critical illness benefit on its own with buyback option, we will not pay a death benefit. However, if you die after we have accepted your claim for critical illness but before the expiry of the buyback option or the term of the buyback benefit, we will pay a benefit of £250.

Children's critical illness benefit will continue to be covered until the expiry of the buyback option or to the end of the term of the buyback benefit if you exercise the option. The existing Policy Benefit Schedule and Policy Provisions for this benefit will continue to apply and any claims already paid will be taken into account when assessing any new claims for children's critical illness benefit. During this time if you die, this benefit will automatically cease on the date of death.

The buyback option is available at the time you take out either death or earlier critical illness benefit or critical illness benefit. It cannot be added at a later date.

# Disability income benefit (sickness, accident or disability) – also known as income protection

This benefit will give you a monthly income if, because of sickness, an accident or disability, you are, in our reasonable opinion, unable to work or perform 2 out of 6 work tasks.

We will automatically include premium payment benefit (sickness, accident or disability) if you choose this benefit.

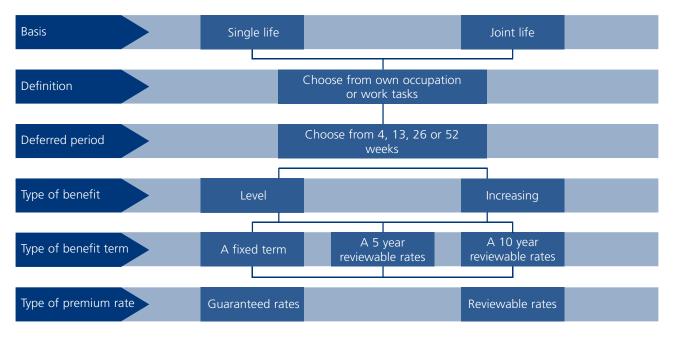
When you take out this benefit, you decide which of the following definitions you want us to use to assess a claim:

#### You are unable to:

- do your own occupation; or
- perform 2 out of 6 work tasks.

#### How you can take out a disability income benefit policy

You can choose to take disability income benefit (sickness, accident or disability) in a number of different ways to match your needs. The following diagram shows the options you have.



If you are not in paid work or are a house-person you can only choose the work tasks definition.

You can find full definitions of own occupation and work tasks on page 40.

You also choose the level of cover that you want. However, the following limits apply:

- Minimum benefit of £1,200 a year or £100 a month
- Maximum benefit of 50% of your salary or earned income (50% of the lower salary if you choose joint-life benefit) up to £126,000 per year or £10,500 a month
- If you are a house-person we will not pay more than £12,000 a year or £1,000 a month.

These limits also take into account all other income protection and accident, sickness and unemployment plans that you may have with other providers.

#### Example

If your salary or earned income is £30,000 and you already have £500 a month from income protection from another provider, the most disability income benefit (sickness, accident or disability) we will pay to you is £750 a month (i.e. 50% x £30,000 = £15,000 maximum benefit less existing yearly benefit (£500 x  $12 = \pounds6,000$ ) giving maximum £9,000 yearly benefit or £750 monthly benefit).

When you take out your benefit, you can choose the deferred period you want:

4, 13, 26 or 52 weeks.

The deferred period is the period during which an insured person must be ill or disabled before we will pay any benefit. With a longer deferred period your premiums are lower.

As we will also include premium payment benefit (sickness, accident or disability), the deferred period for this benefit will be the same as the deferred period you choose for disability income benefit (sickness, accident or disability), unless you show otherwise on your Application Form.

We will ask you to fill in a claim form when you make a claim. This will ask you for details of your condition and of any income that you receive, for example from other income protection and accident, sickness and unemployment plans. We will also need medical information as evidence.

We will pay your benefit until the first of the following events happen:

- in our reasonable opinion, you recover
- you reach the end of your benefit term; or
- you die.

The maximum age at the end of the benefit term is 65 and your benefit will end on the benefit anniversary after you reach age 65 (or the first life to reach 65 if you choose a joint-life benefit).

The annual amount of disability income benefit will be restricted to 50% of your pre-disability annual salary or earned income. This amount may be reduced if you continue to receive a salary or earned income as defined above from employment when we pay the benefit or if you are receiving income from other income protection and accident, sickness and unemployment plans.

If you return to work on reduced hours or to a lower paid job after we have accepted a disability claim, we may continue to pay a benefit to you at a reduced rate taking account of the salary or earned income you will be receiving from employment.

If you have a renewable disability income benefit and a claim is in payment when your benefit is due for renewal, we will allow you to renew your benefit in the normal way and your claim will continue subject to our standard claims procedures set out in the Policy Provisions.

You can find details about assessing a disability income benefit claim on page 13.

You do not need to tell us if you change your job during the term of your benefit. We will ask for this information if you make a claim.

## Definition of salary or earned income

For an **EMPLOYED** person, salary or earned income means:

- gross taxable earnings for PAYE assessment purposes currently shown on HM Revenue & Customs form P60; and
- benefits in kind as shown on HM Revenue & Customs form P11D.

This can include:

- regular commission and bonuses received by you
- dividends received by you (and your spouse or cohabiting partner) from a private limited company in which you and not more than three other shareholders are employed as full time working directors

The dividend amount used will represent your share (and your spouse's or cohabiting partner's share) in the net trading profit of that company from its normal, regular business, and must cease as a result of your disability; **and/or** 

 the salary received by your spouse or cohabiting partner where they are employed by the same company as you. Their salary would need to be a nominal amount (up to a maximum of £6,500 a year), and they would not contribute towards generating the profit of the company. The spouse's or cohabiting partner's salary must cease on your disability.

Any salary, dividends or any form of private disability benefits being received by your spouse or cohabiting partner when you are disabled will be treated as continuing income for you for claims assessment purposes.

12

Income from savings and investments is not included in our definition of salary or earned income.

#### For a **SELF EMPLOYED** person, salary or earned income means:

- your share of pre-tax profit (after the deduction of trading expenses and adjustment for capital allowances) from your trade, profession or vocation for the purpose of Income Tax (Trading and Other Income) Act 2005 (ITTOIA 2005), Part 2 (trading income), in the 12 months prior to you becoming disabled; and/or
- your salary or earned income confirmed by HM Revenue & Customs or by the tax authorities in the relevant country for earnings outside the United Kingdom.

If you make a claim, we may average earnings over a different period, if in our reasonable opinion, your salary or earned income fluctuates significantly and using a different period would give a better indication of your usual earned income.

The following two additional benefits will automatically be added if you are covered for:

- death or earlier critical illness benefit or critical illness benefit for a total benefit amount of at least £25,000; **and**
- disability income benefit, within the same plan.

# 1. Immediate cash benefit

The immediate cash benefit amount will be equal to the weekly equivalent value of your disability income benefit multiplied by the deferred period under your plan (subject to a maximum payment of 26 weeks equivalent disability income benefit). The benefit will be paid as a lump-sum.

We will pay this benefit if you make a critical illness claim under your death or earlier critical illness benefit or critical illness benefit and we accept the claim. Once a payment has been made, immediate cash benefit will cease.

# 2. Children's income benefit

We will cover all of your children for children's income benefit, including step children and children who have been legally adopted, from 30 days old until their 18th birthday. The benefit amount will be 25% of the disability income benefit in force at the date of notification of a claim for children's income benefit. However, we will not pay more than £5,000 per year, per claim over all policies with us.

The benefit will be paid as an income for a specified period if the child survives for 14 days (the survival period) after satisfying our definition of one of the children's critical illnesses or disabilities.

Your children will be covered for the critical illnesses and disabilities shown on page 8 (except loss of independent existence as detailed on page 35). Also, a different definition of total permanent disability is used for children's income benefit (see page 39).

We will pay this benefit until the first of the following events happen:

- the date the child reaches age 18
- three months after the death of the child
- five years after the benefit starts; or
- the end of your benefit term or earlier cancellation of your benefit.

Any claim you make under immediate cash benefit or children's income benefit will not affect the amount of your main benefits.

# Assessing claims for disability income benefit or premium payment benefit (sickness, accident or disability)

We will use one of three ways to assess your claim for disability income benefit or premium payment benefit:

- If you have an own occupation definition and you are working when you claim, you must, in our reasonable opinion, be unable to do your own occupation because of sickness, an accident or disability.
- If you have a work tasks definition, are a houseperson, not in paid work when you claim, or are told when you take out these benefits that we cannot offer you the own occupation definition, you must, in our reasonable opinion, be unable to do two from the six work tasks, or suffer from mental incapacity.
- For a premium payment benefit claim only, if you are 65 or over when you claim, you must, in our reasonable opinion, be unable to do three from the six life tasks, or suffer from mental incapacity.

You can find full definitions of own occupation, work tasks and life tasks on pages 40 and 41.

You must tell us if your health improves so that we can reassess the disability income benefit claim and/or premium payment benefit (sickness, accident or disability) claim and confirm if we can continue to pay the benefit.

If you suffer a relapse due to the same medical condition within six months of a previous claim stopping, we will start to pay the benefit again once we receive your claim form and up to date medical information, and provided you satisfy our definition of disability again.

Once we have accepted a claim for disability income benefit and/or premium payment benefit (sickness, accident or disability), we will review the claim and may request information so that we can continue to pay the claim.

There are some situations where we will not pay claims for disability income benefit or premium payment benefit (sickness, accident or disability). You will find these in the **Exclusions and Limitations of the plan** section on pages 44 and 45.

# Premium payment benefit (sickness, accident or disability) – also known as waiver of premium

You can choose this benefit to protect your premiums if, because of sickness, an accident or disability, you are, in our reasonable opinion, unable to work or do a number of work or life tasks.

When you take out your benefit, you can choose the deferred period you want. The cost for this benefit depends on the deferred period you choose. If you choose disability income benefit (sickness, accident or disability) with a deferred period of four weeks, your premium payment benefit (sickness, accident or disability) will also have a four week deferred period, unless you tell us otherwise.

The deferred period is the period during which an insured person must be ill or disabled before we will pay any benefit.

Your premiums will be paid until the first of the following events happens:

- in our reasonable opinion, you recover
- you reach the end of your plan term; or
- you die.

If you have a renewable benefit in your plan and you are claiming premium payment benefit (sickness, accident or disability) at the time you renew the benefit, the premium payment benefit (sickness, accident or disability) claim will continue to be paid provided you confirm to us that you want to renew your benefit when we ask.

Please refer to Page 13 for information on assessing claims for premium payment benefit.

# Unemployment benefit (Mortgage plans only)

You can only choose this benefit if it is to protect a secured loan which is used to purchase your home/principal private residence and if you are not currently in arrears on your mortgage repayments.

You cannot take out unemployment benefit on its own. You must take it out with one of the other benefits available under this plan. This benefit is made up of two parts. It will give you:

- a monthly income if you become unemployed through no fault of your own; **and**
- premium payment benefit (unemployment) will take care of your premiums while you are receiving your monthly benefit.

You choose the level of cover that you want. However, the following limits apply.

Minimum benefit of £1,200 a year or £100 a month.

### Maximum benefit of 40% of salary or earned income (lower salary/earned income or amount of earned income if you choose joint-life benefit). The maximum cannot be for more than 12.5% of the mortgage amount. We will not pay more than £24,000 a year or £2,000 a month.

The definition of salary or earned income is the same as that used for disability income benefit except that the Benefits in Kind as shown on HM Revenue & Customs Form P11D are not included. Please refer to page 12 for the full definition.

For example, if your salary or earned income is £30,000 a year and your mortgage is £100,000, the most we would pay is £1,000 a month (i.e. 40% x £30,000 = £12,000 a year or £1,000 a month). This has been checked to make sure it is within our maximum limits (i.e. 12.5% x £100,000 = £12,500 a year and is not more than £24,000 a year).

When you take out your benefit, you can choose the deferred period you want and the maximum payment period over which you would want to receive your benefit.

Deferred period	Maximum payment period
8 weeks; or	52 weeks; <b>or</b>
13 weeks.	104 weeks.

The deferred period is the period during which an insured person must be unemployed before we pay any benefit and starts from the latter of:

- the date you registered with the appropriate Government office in the UK, the Channel Islands or the Isle of Man, and start to receive any appropriate benefits; **and**
- the end of any period for which you have received payment in lieu of notice.

There is an eight week waiting period from the later date of:

- when we issue our acceptance terms; and
- the start date of your unemployment benefit during which if you become unemployed or are notified that you will become unemployed at a later date, no claim will be payable in respect of that period of unemployment.

14

We will pay your benefit until the first of the following events happens:

- you reach the end of your chosen payment period
- you cease to be unemployed
- you reach the end of your benefit term; or
- you die.

The maximum age at the end of the benefit term is 65 and your benefit will end on the benefit anniversary after you reach 65, (the first life to reach 65 if you choose joint-life benefit).

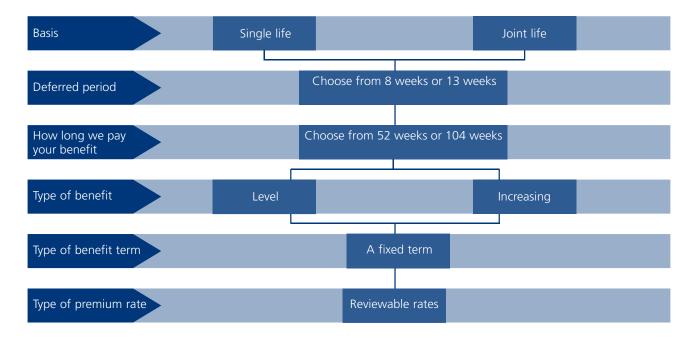
If you find temporary work whilst unemployed, and we are happy that it is temporary and will not continue for more than six months, your unemployment benefit will stop being paid. Payments will resume when the temporary work finishes.

When we accept a claim, we will pay the benefit amount 30 days in arrears.

There are some situations where we will not pay claims for unemployment benefit. You will find these in the section headed **Exclusions and Limitations of the plan** on pages 44 and 45.

#### How you can take out this benefit

You can take out unemployment benefit in a number of different ways to match your needs. The following diagram shows the options available to you.



# Who is eligible for unemployment benefit?

There are certain criteria that you must meet before you can be covered for unemployment benefit:

• you must live and work in the UK, the Channel Islands or the Isle of Man.

If you are **EMPLOYED** all of the following must apply:

- you have been continuously employed for six months or more on a full or part time basis
- you work 16 hours or more each week

- you have a permanent or fixed-term renewable contract
- if you are a director or partner on a salary, you must not have direct control over the terms of your own job
- you do not know of, or could not reasonably be expected to know of, any circumstances that may affect your employment status
- unemployment is not a regular feature of your work which is also not temporary, seasonal or casual (including any temporary work for an employment agency); **and**
- you have never been convicted of any offence involving fraud or dishonesty that is not yet 'spent' under the Rehabilitation of Offenders Act or equivalent law.

If you are **SELF EMPLOYED** one of the following must apply:

- you are paying Class 2 National Insurance contributions and are classed for taxation purposes as ITTOIA 2005, Part 2 (trading income) (or equivalent benefit in the Channel Islands or the Isle of Man)
- you are a director or shareholder in a private limited company with a paid up share capital of less than £10,000; **or**
- your spouse, partner or any other immediate family member is self employed as defined above and you are employed in the same business

and all of the following must apply:

- the business has been trading under the same name for the past six months
- you are not aware of any circumstances that may affect the ability of the business to continue trading; **and**
- you have never been convicted of any offence involving fraud or dishonesty that is not yet 'spent' under the Rehabilitation of Offenders Act or equivalent law.

If you cannot meet any of the criteria in the section that applies to you, you will be unable to take out this benefit.

# Change of job

If you choose unemployment benefit, you must tell us if you change your job from the one shown on your Application Form during the term of your benefit. This could change your premium, or mean that we can no longer cover you for this benefit.

If, when you make a claim, the job has changed from the one on your Application Form, you will need to tell us so that we can assess your claim.

# Unemployment benefit insurance provider

16

Unemployment benefit will be provided by UK Underwriting Limited on behalf of Primary Insurance Company Ltd. UK Underwriting Limited are authorised and regulated by the Financial Services Authority. Registration number 310101, registered office Eversheds House, 70 Great Bridgewater Street, Manchester, M1 5ES. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234. Primary Insurance Company Ltd is an insurance company established in Ireland and authorised and licensed by the Irish Financial Services Regulatory Authority. The company is registered in The Republic of Ireland, registration number E340407, registered office 5 Lower Fitzwilliam Street, Dublin 2, Ireland. We have arranged this insurance as agent for UK Underwriting Limited on behalf of Primary Insurance Company Ltd. If UK Underwriting Limited on behalf of Primary Insurance Company Ltd stop offering unemployment benefit, we will do everything possible to find another insurance provider. If this happened, the Product Guide and any other documents may be subject to change. If we are unable to replace the insurance provider we will have to stop your cover.

If our arrangements with UK Underwriting Limited on behalf of Primary Insurance Company Ltd change, this may require a change to this Product Guide and any other relevant documents.

We will aim to ensure that any changes to your policy terms and conditions will be fair and reasonable to you. We will give you 30 days prior written notice of any change of insurance provider and/or changes to the Product Guide and any other relevant documents. And we will give you 90 days prior written notice if the benefit is to be withdrawn.

# Assessing claims for unemployment benefit and premium payment benefit (unemployment)

We will consider you unemployed if you have registered with the appropriate Government office in the UK, the Channel Islands or the Isle of Man and you became unemployed because of one of the following reasons:

- your employment has been permanently terminated by your employer due to circumstances entirely beyond your control
- your fixed-term contract has ended. (The fixed-term contract should be for a minimum of six months with the same employer and renewed at least twice during the term of the plan, or 12 months with the same employer and renewed at least once during the term of the plan).

If you are self-employed, one of the following must apply as well as the above:

- you have stopped trading and the business is being (or has been) wound up or put into the hands of a liquidator
- the partnership has been dissolved (but not if you have stopped trading temporarily)
- you must also have been employed or self-employed for at least six months immediately before your unemployment starts.

### There are some situations where we will not pay claims for unemployment benefit. You will find these in the Exclusions and Limitations of the plan section on pages 44 and 45.

When you notify us that you are about to be or have been made unemployed, we will remind you about your access to **JobCare**. This is a phone-based service which will provide you with help, support and advice to help you get back to work. More details of this service are given on page 26.

# Keeping you up-to-date

It's important for us to keep you updated on the progress of your claim. We'll keep your Intermediary updated too (if you've asked us to do so). This means we'll call you or your Intermediary (or both) on a regular basis to keep you in the picture. And if you'd prefer to be contacted by letter or email, just let us know – even if there's a particular time of day that would suit you better. We are there to support you at all stages of the claims process with any enquiry, question or concern you may have.

# Age limits

There are minimum and maximum ages of the person covered when you take out or increase your benefit. These change depending on the different benefits. Your Personal Illustration will show the start and end dates of all the benefits you have selected. For more details please speak to your Intermediary.

Benefit	Minimum attained age when you take out a benefit	Maximum attained age when you take out a benefit	Maximum attained age at the end of the benefit term
Death benefit	18	79	85
Death or earlier critical illness benefit	18	69	85
Critical illness benefit	18	69	85
Disability income benefit (sickness, accident or disability)	18	59	65
Unemployment benefit	18	59	65
Premium payment benefit (sickness, accident or disability)	18	59	85

If you choose renewable death, death or earlier critical illness, critical illness or disability income benefits, the maximum age when you take out a benefit is:

• the maximum age at the end of the benefit term minus twice the renewable term; or

• the maximum age when you take out the benefit, shown above, if lower.

# Premiums

You can choose how you want to pay your Self Assurance plan premiums.

You can pay them:

- every month by Direct Debit (you must pay at least £5.00\*)
- every year by Direct Debit or cheque (you must pay at least £60\*).
- $^{\ast}$  If you are resident in the Channel Islands or the Isle of Man the monthly amount is £30 and the yearly amount is £360.

If you stop paying premiums, your cover will stop and we will not pay you anything. This will not apply if we are paying a premium payment benefit (sickness, accident or disability) claim or a premium payment benefit (unemployment) claim as part of an unemployment benefit claim. The procedure we will follow if you stop paying premiums is shown in section two (Premiums) of the **Policy Provisions** on page 49.

If you want to stop your plan, you can do this by writing to us.

If the benefits in your plan have different terms to run, your premium will automatically reduce when each of the benefits come to the end of their term and will stop when the last benefit reaches the plan end date.

# **Benefit payments**

You may not want all your benefits paid as a lump-sum. That is why you can choose, for most benefits, how we pay your benefit and have a number of choices in your plan.

Death and critical illness benefits can be payable:

- as a level lump-sum, fixed throughout the benefit term
- **as a reducing lump-sum**, reducing yearly throughout the benefit term in line with a capital and interest loan schedule at an interest rate you choose
- **as an increasing lump-sum**, increasing yearly throughout the benefit term in line with inflation (see opposite)
- as income on a level or increasing basis, the income payable monthly from claim date to the end of benefit term (Term Personal & Mortgage plans only); or
- in yearly instalments over three or five years, allowing you to choose between level or increasing instalments (Term Business plans only).

**Children's critical illness benefit** will be payable as a lump-sum.

**Disability income benefit** will be payable monthly. You can set up the income on a level or increasing basis.

Children's income benefit will be payable monthly.

Immediate cash benefit will be payable as a lump sum.

**Unemployment benefit** will be payable monthly on a level or increasing basis.

If, when you make a claim you do not want to receive an income (or instalments under Term Business plans) and would prefer to receive a lump-sum, you can change your income to achieve this. We will work out your lump-sum based on our terms at the time, which will allow us to pay your benefit early.

If you die while we are paying a critical illness income benefit, your personal representatives will have the choice of continuing to receive the income to the end of the benefit term, or they can change the income left into a lump-sum. We will work out the lump-sum the same way as noted above.

# What we mean by level, increasing or decreasing

#### Level benefit

The amount of benefit you choose will stay at that level for the rest of the term.

#### **Increasing benefit**

Your benefit will increase each year by the percentage increase in the UK Government's Retail Prices Index (RPI).

Any income benefit you have will continue to increase while we pay any claim.

However, it will not increase by more than 10% each year. Your premium for that benefit will increase by the percentage increase in RPI multiplied by 1.4. We will actually increase the benefit on the policy anniversary after your cover starts. This means that for benefits added or increased during the year, the first increase will apply less than a year from it starting and then each year after this.

The policy anniversary will fall on the same date each year as the start date of your plan.

We will work out the percentage increase in RPI over the year ending three months before the policy anniversary. If the increase drops below zero, the rate we use will be zero.

#### **Decreasing benefit**

You would normally choose this to cover a capital and interest mortgage or loan, or a capital and interest business loan. Your benefit will reduce over the term you have chosen to fit in with your loan reducing as you repay part of the capital each month. You choose the interest rate you want us to use when we work out how your benefit is going to reduce over the term. You can choose an interest rate between 0% a year and 18% a year.

18

The amount we pay will be the amount of benefit left at the time you make your claim. However, if you change your mortgage amount or any other details of your mortgage, e.g. you take a payment holiday, or if interest rates have risen above your chosen level, the benefit amount due may not pay off your mortgage completely.

If you are in any doubt about how this affects you, you should contact your Intermediary who should be able to answer any questions you may have.

# **Benefit terms**

It is up to you how long you want to be covered for. Each benefit you choose can have a different term. If you know how long you want your benefit to last, you can choose a **fixed** term, for example if you are using the benefit to cover a mortgage, or to cover a key employee until they retire. However, if you want more flexibility you can choose one of the **renewable** terms. We describe all your options below.

#### Fixed term – minimum

The minimum term for all benefits is five years.

#### Fixed term – maximum

The maximum term available is 40 years or the term to the maximum age at the end of the benefit term if lower.

For example, if you are 33 when you take out disability income benefit (sickness, accident or disability), the maximum term available is 32 years as the maximum age on this benefit is 65.

Unemployment benefit, decreasing lump-sum and death or critical illness benefits paid out as an income, are only available with a fixed term.

#### **Renewable term**

Instead of choosing a specific term on some benefits you can choose to renew your cover on a five year or ten year basis. At the end of the five or ten years, you will be able to renew your cover for a further five or ten years without the need to provide medical evidence. If you have chosen an increasing benefit amount, your benefit will continue to increase when you take the renewal option. You cannot switch your ten year renewal term benefit to a five year renewal term benefit, or vice versa. You must have paid all premiums due throughout the period of cover.

Renewable benefits are available as increasing or level lump-sum benefits only (decreasing lump sum and income benefits are not available). We will work out your premium when you renew the benefit based on our terms and conditions, your age and our rates at the time you renew. This could mean that your replacement cover (the renewed benefit) may not have the same terms and conditions as your previous benefit. We will base the renewal benefit on the choices you made for your original benefit, e.g. guaranteed or reviewable rates, level or increasing benefit, with all options you have selected.

If an extra premium or exclusion applied to your previous benefit, these will be included under your renewed benefit.

The renewable benefit can be changed to meet lifestyle changes. Please refer to page 22 for details on flexibility of Self Assurance.

# What we mean by premium rates

Each benefit you choose can have a different type of rate. For example, you may want to have a death benefit on a five year renewable basis with guaranteed rates and a critical illness benefit for a 20 year fixed term with reviewable rates.

## **Guaranteed rates**

If you have chosen level or decreasing benefits, your premium will not change throughout the term you have chosen. If you have chosen increasing benefits, the only change we will make to your premium is as a result of the benefit increases each year.

# **Reviewable rates**

#### All benefits (other than unemployment benefit)

When we work out your premium, we aim to set it at a level that can be maintained throughout the term you choose but will be reviewed at regular intervals.

We will not change your premium during the first five years of you setting up a benefit. We will carry out a review of premiums on the first policy anniversary date on or after that benefit has been in force for five years and every five years thereafter. Any increase or decrease in premium will take place on the policy anniversary date.

#### Unemployment benefit

Premiums for unemployment benefit (including premium payment benefit (unemployment)) will be reviewed each year. The reviews are more frequent than for other benefits because the factors which affect the cost of unemployment benefit can change much more quickly than the factors affecting the other benefits.

We will carry out a review of premiums for unemployment benefit on the first policy anniversary date on or after that benefit has been in force for one year and every year thereafter. Any increase or decrease in premium will take place on the policy anniversary date.

Your premium for unemployment benefit may also change at any time to reflect changes in insurance premium tax (IPT).

Unemployment benefit is not available with guaranteed rates.

#### All benefits

If you have chosen increasing benefits, your premium will increase each year as well as changing as a result of any increase or decrease from a review.

#### **Review process**

Your initial reviewable premium is based on our view of the following assumptions:

- current level of claims incurred
- future outlook on claims
- future investment returns
- future expenses
- maintenance expenses, including an allowance for inflation and also the expenses we expect to incur in setting up the plan/benefit
- tax rates and our view of what we expect the regulatory environment to be over the term of the benefit
- future outlook on the number of benefits where premiums will stop and therefore benefits/plans that will lapse; and
- the premiums we pay to reinsurers who share in the cost of claims with us.

When we carry out a review, we will, based on our view, make changes to expected future experience for the following valid reasons:

- current level of claims incurred is different to that previously anticipated. This will reflect the impact that socio-economic and medical factors have had on our level of claims. This will vary by age, gender and smoker status and other rating factors
- changes to the future outlook on claims. This will vary by age, gender and smoker status and other rating factors
- changes in future investment returns
- changes in future expenses. We will reflect any changes in expenses, which are outside of our control. Examples are changes in Value Added Tax (VAT) and the impact of changes in past and future expected inflation (as measured by the Retail Prices Index). This has the effect of future expected expenses being higher than anticipated. We will not reflect changes in expenses due to operational efficiencies or inefficiencies
- changes in the tax and regulatory environment. We would reflect the impact of changing tax, imposed on us, by the UK Government. We would also reflect the impact that any changes to regulatory rules on accounting prescribed to us by the UK Government or European Union

 changes to reassurance premiums, if the change is based on one of the factors opposite. If reassurance premiums change for any other reason we will not include this in any premium review.

These assumptions will be derived by reviewing company and industry data, as well as taking into account data from other parties such as the actuarial profession, medical profession, specialist charities and national statistics. The company data we will analyse will group policyholders together that have similar characteristics based on factors such as age, sex, smoker/ non-smoker (this list is not exhaustive and may change in the future). We will not base reviews on individual circumstances, for example, your health at the time of the review.

If our view of these assumptions at the time of the review differs from the view we took of them at the outset, we may increase or reduce your premium based on the difference. These assumptions will be consistent with, but not necessarily the same, as those used for pricing of new contracts. We will not recover any past losses that we may have incurred due to experience being worse than expected. We will revise the premium to reflect future expected experience only.

The assumptions and the premium reviews will be reviewed and agreed by the Directors of Royal London Mutual Insurance Society Ltd who have regulatory responsibility for ensuring that any changes are fair. Changes in premium will apply to all similar policies.

#### Notification of outcome of review

When we carry out a review, we will write to you at least 30 days prior to the policy anniversary date and let you know the outcome of the review. Your premium may stay the same, go up or go down at review. It is possible, if you have more than one benefit, that one premium may increase whilst the other decreases, as they may have been affected differently by the changes in expected experience.

If your premium increases at review, we will increase your monthly or yearly premium on the policy anniversary date. Alternatively, you will be able to continue with your existing premium level but we will need to reduce the sum assured for this benefit. To do this you must tell us at least ten days before the change would otherwise have taken effect, and your reduced benefit amounts will apply from that date. You also have the right at any time to stop paying premiums although your contract will end without value. Full details of the options open to you will be provided when we write and tell you the outcome of the review.

There is no limit to the amount your premium may increase or decrease but any change will be fair and reasonable. We will not impose a premium change at review where this would have led to a change in monthly premium of less than 1%, however we reserve the right to carry this difference forward and include it in subsequent reviews.

20

# Free cover

You could be eligible for immediate free cover or mortgage free cover if you have applied for death benefit, death or earlier critical illness benefit or critical illness benefit and you have ticked the appropriate box on the Application Form.

## Immediate free cover

This cover will start when we receive (subject to the free cover terms and conditions):

- your completed Application Form (including money laundering evidence) telling us that your plan is to start when we accept it and confirming that the life assured is under age 60; **and**
- a cheque or Direct Debit instruction

at our Glasgow Administration Centre.

Your immediate free cover will continue until the earlier of:

- the date we make our underwriting decision; and
- 30 days after we have requested information to make our underwriting decision and it remains outstanding.

If we have increased your premium or otherwise accepted your application on special terms, your free cover will be extended for a further 14 days.

However, in any event, free cover will not continue beyond the earlier of:

- 90 days after we receive your application; and
- the start date of your plan.

#### If you are eligible for immediate free cover

If you are eligible for immediate free cover and the cover you requested on your Application Form is less than the limits set out on page 22, you do not need to tell us if there is a change to any of the information in the Application Form or any other information you supply to us in relation to your application between us receiving your Application Form and other information, and the date that immediate free cover stops.

Immediate free cover is also available when you make alterations to your plan after it is in force. If you are eligible for free cover, you need to tick the appropriate box on the alteration Application Form.

Once the free cover ends (we will not tell you when any Free Cover period has begun or ended, however please refer to the full explanation of all of the eligibility criteria above) your full duty of disclosure resumes and you will need to tell us if there is a change to your personal health, family history, occupation or residence or if you take up any hazardous pursuits between signing the application and the start date of the policy.

#### If you are not eligible for immediate free cover

If you are not eligible for immediate free cover or the cover you have requested is over the limits set out on page 22, you must tell us about any changes to your personal health, family history, occupation or residence or if you take up any hazardous pursuits.

If you are unsure whether you are eligible for immediate free cover

If you are unsure whether you are eligible for immediate free cover, please tell us about any changes to your personal health, family history, occupation or residence or if you take up any hazardous pursuits.

# Mortgage free cover

This cover will start on the later of the date we receive:

- your completed Application Form (including money laundering evidence) requesting mortgage free cover and confirming that the life assured is under age 60
- a cheque or Direct Debit instruction; and
- confirmation that you have exchanged contracts (or, in Scotland, missives have been concluded)

at our Glasgow Administration Centre.

Your mortgage free cover will continue until the earlier of:

- the date we make our underwriting decision; and
- 30 days after we have requested information to make our underwriting decision and it remains outstanding.

If we have accepted your application on special terms, your free cover will be extended for a further 14 days.

If we accept your application at ordinary terms or you notify us of your acceptance of any special terms within 14 days, your free cover will be further extended, if necessary, until the completion date of your mortgage.

However, in any event, free cover will not continue beyond the earlier of:

- 90 days after we receive your application; and
- the start date of your plan.

You still need to tell us if there is a change to your personal health, family history, occupation or residence or if you take up any hazardous pursuits between sending us your completed Application Form and the start date of the plan.

# Immediate and Mortgage free cover terms and conditions

Free cover is also subject to the terms and conditions in this Product Guide including the Policy Provisions until we issue acceptance terms – your free cover will then be subject to the acceptance terms and conditions we have offered you, including the applicable terms and conditions in the Product Guide and the Policy Provisions.

Free cover is also subject to the following additional terms and conditions:

- the free cover benefit will be equal to the type and level of cover you have applied for up to a maximum lump-sum death benefit of £500,000, £350,000 for critical illness benefit or the equivalent amount for an income benefit (e.g. for a 20 year term the maximum income will be £25,000 a year i.e. £500,000 divided by 20)
- if you have chosen death or earlier critical illness benefit or critical illness benefit, you will also be entitled to children's critical illness benefit free cover
- if you have chosen total permanent disability benefit, a work tasks definition will be used until we accept your plan – the life assured will then be covered for the definition we have accepted you for
- if we are unable to offer you a plan due to your country of residence, you will not be entitled to any free cover
- if we have to write to you to request missing or incomplete information from your Application Form, your free cover will not start until we receive this; **and**
- if you have or are in the process of applying for similar cover with another insurance company, you will not be allowed free cover.

We will not pay any free cover claim if, in our reasonable opinion, the claim is related to any medical condition that we could have expected the life assured to have been aware of on or before the free cover start date. This includes:

- any illness, disease or condition for which the life assured received medical treatment or advice from a registered medical practitioner
- any illness the life assured should have been aware of before you completed the Application Form and, in our reasonable opinion, contributes towards the life assured's condition during the free cover period; **and**
- any symptoms the life assured has suffered which relate to a physical or mental condition, even though medical attention had not, at the time, been sought or discussed with a GP.

We will not pay any free cover claim if the claim was caused by:

- suicide
- intentional self-inflicted injury; or
- taking part in hazardous activities.

We will not pay any free cover claim if you fail to fill in your Application Form fully and truthfully to the best of your knowledge and belief.

# Flexibility

We realise that your needs for protection will change over time. The cover you take out today may not meet your needs in five years. You may get married and want to include your partner in your plan. You may get divorced and want to split the mortgage protection that you have. Your business needs may change. Or you may simply want to include extra protection later because you can afford to.

Whatever the change in your circumstance, Self Assurance can adapt to meet your new needs.

# **Increase options**

If we have accepted your plan at ordinary rates there are a number of increase options which allow you to increase the amount of benefit within certain limits.

We will set up the increase using the same basis as the original benefit and it will end at the same time. The premium covering the increase will be based on your age and our rates which apply at the time of the increase.

You will not be able to increase any of the benefits if you are already suffering from an illness or condition covered by the plan for which you have or have not yet submitted a claim.

You can increase death, death or earlier critical illness, critical illness, disability income and unemployment benefits by up to 50% of the original benefit amount. However, the total of all increases cannot be for more than:

- £150,000 for lump-sum benefits
- £8,000 a year for income benefits; and
- an amount which when added to your original benefit amount takes the total above the maximum level set by us.

You can take advantage of these increase options until you reach 55 (first life to reach 55 if you choose joint-life benefit).

If you have more than one Self Assurance plan (or any other plans with similar options issued by us) you cannot increase benefits (without medical information) by more than the amounts shown above. If your original benefit includes premium payment benefit (sickness, accident or disability) we will automatically include this in the increase as long as there is no claim either in the course of being paid or waiting to be paid.

You cannot take advantage of further increase options on the benefit increase itself.

You may want to increase your benefit by a higher amount. We will need some medical information for any amounts over the maximum limits shown above.

The specific circumstances when the increase options apply are shown below along with the appropriate evidence that you will need to send us. You must let us know, within three months of the event happening, if you want to use the increase option. At this time your plan must be in force and all premiums due to date have been paid.

# Increase events for Term Personal and Mortgage plans only

#### Mortgage increase

You can use this option when you increase your mortgage amount because of moving house or making home improvements. The increase must be for your home/principal private residence and you must not currently be in arrears on your mortgage payments.

We will limit your increase to the lower of the increase in your mortgage and the limits shown above. We will need a copy of the loan offer as evidence.

For unemployment benefit, you can use only the mortgage increase option to increase this benefit.

#### **Childbirth or adoption**

You can increase your benefit by any amount within the limits shown above. We will need a copy of the birth or adoption certificate as evidence.

#### Marriage/civil partnership

You can increase your benefit by any amount within the limits shown above. We will need a copy of the marriage/civil partnership certificate as evidence.

#### Salary increase

If you have been promoted or you move to another job and as a result of this your salary increases, you can increase your benefit by the percentage difference between your new and old salary. However, your increase must be at least 10%. We will need written confirmation from your employer or HM Revenue & Customs (or equivalent body) as evidence.

You cannot make an increase using this option if you are self-employed, a controlling director, or if you can decide on the amount of your salary.

# Increase events for Term Business plans only

#### **Business loan**

If you took out your plan to cover a business loan, you can use this option to cover any increase in the loan. We will need written confirmation from the lender or a copy of the new loan offer as evidence.

#### Increase in value of an important employee

If you took out your plan to cover loss of profit after the death or critical illness of an important member of staff, you can use this option to cover any increase in their value to the business. We will need to see how this increase has been calculated and may need to see copies of your business accounts.

You can only use this option once every three years and within three months of the relevant policy anniversary.

#### Increase in shareholding

If you took out your plan as part of a share-purchase arrangement, you can use this option to increase your benefit if you increase the share of the business you own. We will need to see evidence of the increase.

#### Increase in share value

If you took out your plan as part of a share-purchase arrangement, you can use this option to cover an increase in the value of your share of the business. We will need to see how this value has been calculated and may need to see a copy of your business accounts.

You can only use this option once every three years and within three months of the relevant policy anniversary.

## **Changing your benefits**

There are a number of changes that you can make at any time. We may need to ask for medical and/or financial evidence to deal with some of the changes.

You can make all of the following changes at any time (subject to any benefit restrictions mentioned):

- add a new benefit
- remove a benefit
- increase a benefit
- reduce a benefit
- add a life assured
- remove a life assured
- extend the term of a benefit
- reduce the term of a benefit
- change from a level benefit to an increasing benefit
- change from an increasing benefit to a level benefit
- change from an increasing benefit to a decreasing benefit
- change the way you pay premiums
- alter a deferred period.

Any benefit changes will result in a change to your policy benefit schedule which could mean that your cover is more restricted than what you had previously. An example of this is if you requested an extension to the term end date of your critical illness benefit. For this change, we would require you to complete an Application Form with medical questions, we would underwrite the change and increase your premium for this benefit. **This could also mean that you are now covered for different critical illnesses and definitions resulting in you having reduced cover compared to the cover you had before the change.** 

Your premium will change when you make changes to your plan. We will write to you to confirm the change and your new premium. If premiums increase under your plan we will pay commission to the Intermediary dealing with your plan.

If your premiums reduce, for example if you take away a benefit, depending on how long the benefit has been in force, we may reclaim some commission from your Intermediary.

## **Changing smoker status**

If after you have taken out your plan you stop smoking we will consider altering the rates your premium has been calculated on to non-smoker rates subject to:

- 12 months having elapsed since you last smoked tobacco products; **and**
- you completing a declaration of health form.

Any change to the premium is an alteration to the contract. We ask for a declaration of health form to check that there has not been a significant change in your insurability.

If you choose unemployment benefit, your premium will include insurance premium tax (IPT). The UK Government can change the rate of tax at any time. We will change your premium to take into acount any change in this tax.

When you make changes to your plan, your premium must not fall below the minimum levels set by us (see page 17).

# Separation option (Term Personal and Mortgage plans only)

You can only take advantage of this option if you and your partner have taken out your plan on a joint-life basis to cover your mortgage and you are both under age 55 at the time this option is exercised.

If you and your partner separate and as a result:

- you rearrange your mortgage to be in the name of you or your partner only; **or**
- either of you take out a new mortgage on a new house

you can apply for your Self Assurance plan to be rewritten as a single-life plan with your partner having the option to start a new plan in their sole name.

The new plan must begin within three months of the removal of one of the policyholders. The benefit type and term under the new plan can be the same as those covered under the old plan. However, the new plan will be based on the terms and conditions, and premium rates that we offer at the time this option is used. The benefit amount will be restricted to the lower of the sum assured under the old plan and £250,000, or the equivalent amount of an income benefit (e.g. for a ten year term the maximum income will be £25,000 i.e. £250,000 divided by ten). We will need written confirmation from the lender that the mortgage has been rearranged or a copy of the new loan offer as evidence.

# How to Claim

This section is for your reference and guidance and does not form part of the terms and conditions of your plan. At Scottish Provident we want to keep it as simple as we can when you make a claim. We know that lots of paperwork and form-filling is usually the last thing on your mind. We want to help and support you. That's why we try to make our claims process as easy as possible and will always provide you with an efficient service when you make a claim.

# If you need to make a claim, just follow the three simple steps below.

#### 1. Read this Product Guide

The first thing you'll need to do is check the definitions section within this Product Guide. This will help you understand what you are covered for. You'll find our definitions section starting on page 29.

#### Please note:

You should tell us about your claim as soon as you reasonably can. Except for death claims, if you delay in notifying us we may be unable to obtain the information we need.

#### 2. Call our Claims Team

Call our dedicated Claims Team on **0845 271 0007 (the call will be charged at national rate)**, Monday to Friday, 8.30am – 6pm. They'll be able to take all your details and send you a claim form (along with a handy step-by-step claim guide). The Claims Team is there to make sure our claims process is as straightforward and simple as possible.

#### 3. Fill in the Claim Form

Fill in the Claim Form, check all the details, make sure you've included any additional information we've asked for and then return it to us in the envelope provided.

#### **Gathering more information**

In order to assess your claim and depending on the type of claim you make, we may need to write to your GP and/or consultant or specialist to ask for your medical reports. We may also need further information on current earnings, benefits and the type of work you do from your employer, accountant or HM Revenue & Customs (previously the Inland Revenue). This can take time, as we have to make sure we get all the necessary information so we can properly consider your claim. Don't worry though, you won't have to do a thing.

To be able to make a claim, your plan must be current with all premiums paid. You should continue to keep paying your premiums until we've reached a decision on your claim. If we pay out the claim, we will of course give you back any overpaid premiums paid during the claim process, together with any interest. If a claim is accepted and any benefits remain on the plan, we will advise you of any changes to the premium.

#### **Considering your claim**

If we have requested medical reports from your GP and/or consultant or specialist, our team of medical experts will then consider your claim. We will give you our final decision as quickly as we can, although this may take time. Your GP/consultant will need to provide us with the necessary medical reports – and for some cases we may need to contact them again for more detailed information.

#### Other things to bear in mind

A claim not long after your plan starts tends to be unusual and it may take more time to gather the relevant information for your claim. The value of the amount assured may also affect the time involved for your claim. For large cases, such as those with a value over £100,000, we may need to refer them to a specialist Medical Adviser.

We may ask you to attend an independent medical examination and/or one of our Claims Representatives may visit you.

# Support from Lifeline

Life's challenges aren't always the big events. Sometimes it's the little everyday things that raise our stress levels. Often it's good to talk to someone outside your close family and friends – an expert who can take an independent view.

We believe that Self Assurance should do more than just help financially. That's why we set up Lifeline – an independent, confidential phone-based helpline that puts you in touch with an expert on a wide range of issues. And it's free.\*

**Legal enquiries** – an in-house team of lawyers providing advice and information on both personal and commercial legal matters.

**Tax enquiries** – experts who can provide advice on any UK tax problem.

**Medical help** – a team of experienced, qualified nurses on hand to help with any medical queries or symptoms.

**Counselling** – counsellors are able to discuss any problems or concerns and then give information and guidance at what can be a difficult time.

Lifeline is available to you and your family 24 hours a day, all year round. And all calls are totally confidential.

\*This phone-based support package is free (other than the cost of making a call). Please note that Lifeline is a separate company from Scottish Provident and all advice is therefore independent from Scottish Provident. The tax helpline is only available 9am-5pm, Mon-Fri. We can withdraw the Lifeline service or change the company providing it at any time.

# Support from JobCare

When you make a claim under unemployment benefit, we will provide you with access to JobCare. JobCare is a free\* confidential telephone-based service, designed to help you with career advice and support, if you have recently been made redundant.

Key features of the JobCare system include a 'Back to Work' guide, information on employment options, access to a national job vacancy database and help in identifying career changes. JobCare can also provide advice on writing a CV, attending an interview, letters of application, sourcing vacancies and DSS procedures. Free to all policyholders, when they make a claim under unemployment benefit, JobCare has already successfully helped over 750,000 people return to work since it was created in 1990#.

26

\*This phone based support package is free (other than the cost of making a call). Please note that JobCare is provided by JobCare Services Limited, a separate company from Scottish Provident, and all advice is therefore independent from Scottish Provident. We can withdraw the JobCare service or change the company providing it at any time.

#Source JobCare Services Limited, 2009

# More information

#### Cancellation

You will have 30 days to cancel your plan from:

- the date your plan starts; or
- the date you receive your 'Plan Documents' if this is later than the date your plan starts

by writing to us as at Scottish Provident, 301 St Vincent Street, Glasgow, G2 5PB.

If you do this we will refund any premiums you have paid. If you do not cancel, your plan will start and end as set out in our acceptance terms and we will collect premiums as agreed.

#### Law

The law of Scotland governs the relationship we have with you prior to the conclusion of the contract. Self Assurance is governed by the law of Scotland unless otherwise agreed. If you reside in the Channel Islands or the Isle of Man your plan will be governed by the law of England and be held under Seal unless otherwise agreed. When your plan starts, this will be shown in your Policy Benefit Cover Sheet

Your contract for unemployment benefit and premium payment benefit (unemployment) is with the insurance provider, UK Underwriting Limited on behalf of Primary Insurance Company Ltd, for whom we act as agent. These benefits are governed by the law of England.

#### **Tax information**

The following tax information given is our current understanding of the law and HM Revenue & Customs practice in the United Kingdom.

If you take out a joint-life plan which would pay separate benefits (once when you die and again when the other person dies) tax may be payable when we pay the second benefit. HM Revenue & Customs practice will take into account the benefit we pay on the first death as a 'relevant capital payment' when they work out the 'chargeable gain' after the second death. The chargeable gain is the amount on which tax may have to be paid.

This could happen if you set up separate death or death or earlier critical illness benefits for each life. So, you can only take out these benefits in the same plan in a way that we only pay out death benefits once.

This means that all death and death or earlier critical illness benefits under a plan with two lives covered must:

- apply to both lives
- apply only to life one; **or**
- apply only to life two.

# Additional tax information for Term Personal and Mortgage plans only

#### Benefits

Under current UK tax law (which can change at any time), any benefit we pay will not be taxed on payment by us to you.

#### Premiums

You will pay insurance premium tax (IPT) on your premiums for unemployment benefit. We include this tax in your premium for these benefits.

The UK Government may change the tax position above at any time which may affect the premiums you pay or the benefits you receive.

# Additional tax information for Term Business plans only

Whether or not your benefits are taxed and whether tax relief will be available on your premiums depends on:

- why you took out the plan
- the benefits you took out; and
- how the plan was set up.

The following is a summary of how different benefits are taxed for **Companies, Partnerships and Sole Traders** in the UK.

#### Companies

• Cover for an important member of staff:

The currently understood HM Revenue & Customs view is that the premiums will be allowed as a business expense (for corporation tax purposes) if the plan:

- is a short-term assurance
- has a sum assured that is reasonable in the circumstances
- is only meant to protect against a loss of profits that would arise if the person died or could not work because of an accident or illness; and
- the only relationship between the plan owner and the person covered is employer and employee.

'Short-term insurance' is understood to mean a non-convertible term insurance plan for a term of five years or less. As a result the premiums for a plan with a term of ten years are unlikely to be allowed as a business expense.

If you are using the plan to cover a loan, this would not meet the loss of profits test. Therefore premiums are unlikely to be allowed as a business expense.

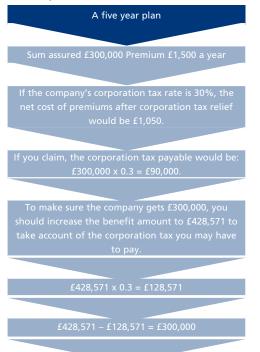
If you own a significant number of shares in the company, this would not meet the only relationship test and so premiums are unlikely to be allowed as a business expense. A significant number of shares is usually taken to mean a holding of more than 5%. In practice it is believed that relatively small shareholdings, for example, shares acquired under employee share schemes, could be ignored for this purpose.

If the premiums are allowed as a business expense, the benefits are usually treated as a trading receipt and corporation tax is paid

# Product Guide | How to Claim

on them. Therefore, to provide a certain level of cover you must increase the benefit amount to cover the tax that you must pay. Or you should ask your local tax inspector for written confirmation that the premiums do not qualify as a business expense and the benefits will not be taxed. However, not all inspectors will give you this.

#### For example:



Not claiming premiums as a business expense does not automatically mean you do not need to pay tax on the benefits. HM Revenue & Customs' view is that if the premiums qualify as a business expense, the benefits will be taxed, whether or not you have claimed any relief. The final decision in any case will be made by your tax inspector having taken into account all of the facts relating to how your plan was set up.

 Cover for share purchase There are two ways of providing cover for share purchase.

#### **Company share purchase**

For company share purchase the company takes out a protection plan on the lives of each of the shareholders. The premiums on plans to cover company share purchase will not usually be allowed as a business expense as the policies will not meet the tests we have outlined above for cover for an important member of staff. Therefore it is unlikely that the benefits will be taxed as a trading receipt. However, we recommend that you ask for written confirmation of this from your tax inspector.

#### Shareholder share purchase

For shareholder share purchase, each shareholder takes out a protection plan on their own life and writes this under a trust for the benefit of the other shareholders. If the individual shareholder pays the premiums, these will come from their taxed income.

However, sometimes the company will pay the premiums for a shareholder. When this happens, HM Revenue & Customs will treat the premiums as a benefit in kind for the shareholder and they will pay income tax on these. In both cases there is no liability to income tax when benefits are paid.

## **Partnerships**

#### • Cover for an important member of staff

If a protection plan is taken out on one of the partners, premiums would be regarded as being paid out of the partner's income after tax with no relief for income tax. However, if the plan is taken out on the life of an employee of the firm, it may be possible for the partners to argue that the expense, if met by the partnership, is a deductible expense. This depends on the plan fulfilling the same tests as a plan taken out by a company and being on the balance sheet as a partnership asset. It may also be necessary for there to be an agreement between the partners that the benefits would be payable to and held as a partnership asset. The benefits will only be taxed as a trading receipt if the premiums have been deductible. As for company held plans, you should ask your tax inspector for written confirmation of how they will treat your plan.

#### • Cover for partnership share purchase

For partnership share purchase, each partner takes out a protection plan on their own life and writes this under a trust for the benefit of the other partners. Premiums would be regarded as being paid out of the partners' income after tax with no relief for income tax. Benefits will also be paid tax free.

## **Sole traders**

If the plan is written on your own life, premiums will be seen as personal expenditure and will not be deductible as a business expense. Benefits will also be tax free.

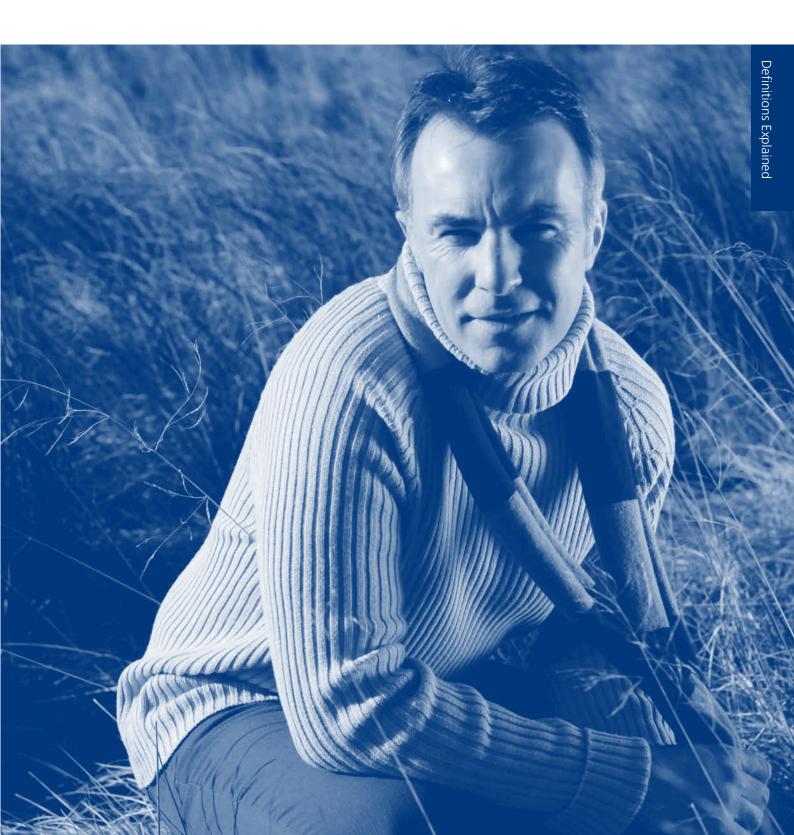
If the plan is on the life of an employee and meets the same tests as for cover for an important member of staff for a company, you may be able to argue that the premiums should be a deductible expense. If such a claim is successful, the benefits may be taxed.

### **Notes**

The information contained in this Product Guide and our understanding of UK law and HM Revenue & Customs practice are those current at the time of publication. These details are not intended as a substitute for professional, legal or tax advice and you should seek professional advice on these matters. We cannot accept any responsibility or liability for any changes in UK law or tax legislation. You accept that tax benefits depend on individual circumstances and may be altered or withdrawn without notice which may affect the premiums you pay or the benefits you receive. If we are affected by changes to UK law or other circumstances beyond our control, this may mean a change to the Product Guide and other documents. All documentation and communications about your plan will be in English.

# **Definitions Explained**

A guide to exactly what we mean and what we cover



# Product Guide | Definitions Explained

This section of the Product Guide explains the following:

- The critical Illnesses and disabilities we cover under death or earlier critical illness benefit and critical illness benefit.
- Definitions of disability:
  - a) own occupation
  - b) work tasks
  - c) life tasks; and
  - d) mental incapacity.

We use these to assess claims for total permanent disability, disability income benefit (sickness, accident or disability) and premium payment benefit (sickness, accident or disability).

• When we will not pay claims for any of the above.

For the critical illnesses and disabilities, the following meanings apply:

**Irreversible** means cannot be cured by medical treatment and/or surgical procedures used by the National Health Service in the UK, the Channel Islands or the Isle of Man at the time of the claim.

**Permanent** means expected to last throughout life, irrespective of when the cover ends or you retire.

**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 life assured's life.

Symptoms that are covered include numbness, hyperaesthesia (increased sensitivity), paralysis, localised weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty in 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 the brain or other scan without definite related clinical symptoms
- Neurological signs occurring without symptomatic abnormality e.g brisk reflexes without other symptoms
- Symptoms of psychological or psychiatric origin.

# Critical illness definitions

You will find in this section the critical illnesses and disabilities we cover under death or earlier critical illness benefit and critical illness benefit. For each critical illness or disability we show the definition we will use to assess a claim and follow this by an explanation of what the definition means.

To qualify for a claim you must survive for 14 days (the survival period) after you satisfy our definition of a critical illness.

The critical illness definitions comply with the Association of British Insurers Statement of Best Practice for Critical Illness (April 2006).

The critical illnesses and disabilities we cover are:

## **Alzheimer's disease**

#### Definition

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.

For the above definition, the following are not covered:

• other types of dementia (these are covered under the dementia definition).

#### What does this mean?

Alzheimer's disease is a progressive and degenerative disease. The nerve cells in the brain deteriorate and the brain shrinks. The symptoms can include a severe loss of memory and concentration but there is an overall decline in all mental faculties.

# Aorta graft surgery

#### Definition

The undergoing of surgery for disease to the aorta with excision and surgical replacement of a portion of the diseased aorta with a graft.

The term aorta includes the thoracic and abdominal aorta but not its branches.

The undergoing of surgery for traumatic injury to the aorta needing excision and surgical replacement of a portion of the aorta with a graft is also covered.

For the above definition, the following are not covered:

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

#### What does this mean?

The aorta is the main artery in the body, which carries the blood through the thorax (chest) and abdomen. The aorta may be weakened by an aneurysm (which means a thinning and bulging of the arterial wall) or it may become narrowed by fatty deposits. An operation can be carried out to correct the narrowing or to replace or repair the damaged part of the aorta wall.

### Aplastic anaemia

#### Definition

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;
- bone marrow transplant.

For the above definition, the following are not covered:

• other forms of anaemia.

#### What does this mean?

Aplastic anaemia is a rare and very serious form of anaemia in which there is a decrease in the quantity of blood-forming cells in the bone marrow. This then causes impairment of all blood cell production.

This condition can be present from birth or may develop in later life.

In most case the bone marrow failure is permanent. However, in some cases (e.g. due to drug or radiation treatment or to infection) it is temporary. Temporary bone marrow failure would not be covered by the definition.

### **Bacterial meningitis**

#### Definition

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

For the above definition, the following are not covered:

• all other forms of meningitis other than those caused by bacterial infection.

#### What does this mean?

Bacterial meningitis is a condition resulting from bacterial infection. This causes inflammation to the meninges, which is the protective layer around the brain. There are many forms of meningitis. It is only bacterial meningitis that is covered; all other forms, including viral meningitis, are excluded.

### Benign brain tumour

#### Definition

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;
- angiomas.

In addition, the requirement for permanent neurological deficit with persisting clinical symptoms will be waived if the benign brain tumour is surgically removed.

#### What does this mean?

Unlike cancer, which is a malignant tumour, benign tumours are localised and grow by expansion only. They therefore do not invade and destroy surrounding tissue and do not spread to other parts of the body. Once surgically removed they tend not to recur.

However, a benign tumour can still be very dangerous because it can put pressure on the brain and lead to possible damage, haemorrhage and ulceration. Deficit to the neurological system means muscle weakness or sensory loss. Surgery to cure the condition may not always be possible.

## **Blindness**

#### Definition

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.

#### What does this mean?

Sight can be lost because of an accident or illness. In order for a claim to be paid, the loss of sight must be permanent and irreversible. If the loss was only temporary, it would not be covered by the definition.

### Cancer

#### Definition

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;

# Product Guide | Definitions Explained

- having either 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).

#### What does this mean?

Cancer is a malignant tumour or a malignancy. It causes uncontrolled growth of abnormal cells that invade, damage and destroy surrounding bodily tissue. These cells can then spread and cause damage to other parts of the body.

Pre-malignant and non-invasive cancers and cancer in situ are very early stage cancers that have not invaded surrounding tissue and have not spread to other areas of the body. Treatment is relatively easy and successful and these cancers are not covered.

In line with Government policy, screening for prostate cancer will become widely available to men in the not too distant future. The key purpose of this screening is to detect prostate tumours at a much earlier stage than at present – before they cause any noticeable symptoms and when the illness can be more easily treated and cured. Accordingly, the less advanced prostate cancers are not covered. More advanced and more aggressive cases (typically those that are currently detected) will continue to be covered.

Chronic lymphocytic leukaemia (CLL) occurs predominantly in later life and is often a chance finding with no symptoms. Binet stage A CLL is typically kept under review rather than actively treated.

Most skin cancers are also easy to treat and are also excluded. However, malignant melanoma is a very serious form of skin cancer that can very quickly spread throughout the body. This form of skin cancer is therefore included if it has invaded beyond the epidermis (outer layer of skin).

## Cardiomyopathy

#### Definition

32

A definite diagnosis by a Consultant Cardiologist of cardiomyopathy resulting in permanently impaired ventricular function such that the ejection fraction is 40% or less for at least 6 months when stabilised on therapy advised by the Consultant. The diagnosis must also be evidenced by:

- electrocardiographic changes; and
- echocardiographic abnormalities.

The evidence must be consistent with the diagnosis of cardiomyopathy.

For the above definition, the following are not covered:

- all other forms of heart disease and/or heart enlargement;
- myocarditis; and
- cardiomyopathy related to alcohol or drug abuse.

#### What does this mean?

Cardiomyopathies are a group of disorders of the heart muscle, which can cause sudden death and heart failure. Cardiomyopathy can occur in young people and can be inherited.

Myocarditis is an acute inflammation of the heart muscle, typically caused by infection, and is not covered by the definition.

## Chronic lung disease

#### Definition

Confirmation by a Consultant Physician of chronic lung disease resulting in all of the following:

- the need for continuous daily oxygen therapy on a permanent basis
- FEV1 being less than 40% of normal, and
- Vital Capacity less than 50% of normal.

#### What does this mean?

Chronic lung disease can be caused by a number of conditions such as severe chronic bronchitis and emphysema and lung fibrosis. It is associated with persistent breathlessness at rest, or on minimal exertion, requiring daily oxygen therapy.

## Coma

### Definition

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

 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.

#### What does this mean?

A coma is a deep state of unconsciousness from which it is impossible to be aroused. The cause of the coma may be as a result of another illness such as a stroke, infection, and very low blood sugar or may be brought on by a serious accident.

The coma needs to result in permanent damage to the nervous system in order to be covered by the definition.

# Coronary artery by-pass grafts

#### Definition

The undergoing of surgery on the advice of a Consultant Cardiologist to correct narrowing or blockage of one or more coronary arteries with by-pass grafts.

For the above definition, the following are not covered:

- balloon angioplasty;
- atherectomy;
- rotablation;
- insertion of stents; and
- laser treatment.

#### What does this mean?

If one or more of the coronary arteries, which supply oxygenated blood to the heart, becomes obstructed by the build up of fatty deposits angina can result and can even cause a heart attack.

A coronary by-pass operation involves inserting a short length of artery or vein, the latter usually taken from the leg, around the narrowed coronary artery thus restoring an adequate supply of blood to the heart.

# Creutzfeldt-Jakob disease

#### Definition

A definite diagnosis of creutzfeldt-jakob disease by a Consultant Neurologist. 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.

For the above definition, the following are not covered:

• other types of dementia (these are covered under the dementia definition).

#### What does this mean?

Creutzfeldt-jakob disease is a degenerative organic brain disease which may be inherited or acquired. There is a progressive degeneration of the nerve cells of the central nervous system which will result in defective muscular control and dementia. There is no cure.

### Deafness

#### Definition

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.

#### What does this mean?

Loss of hearing may be caused by illness or by a serious accident. The loss must be permanent and irreversible. If the loss is only temporary, it would not be covered by the definition.

## Dementia

#### Definition

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.

#### What does this mean?

Dementia is a disorder of the mental process and results in loss of memory and impairment of behaviour and recognition. There is no cure and the cause is unknown. Definite diagnosis must be established via accepted standard medical tests and questionnaires.

### **Heart attack**

#### Definition

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

- 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
  - AccuTnl>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.

#### What does this mean?

The body needs oxygen to survive and it receives this from the blood. The heart is effectively a pump, which ensures that oxygenated blood circulates through the body to where it is needed. The heart itself also needs oxygen to continue to work effectively. If the supply of oxygen to the heart is cut off then a portion of the heart muscle is damaged. This can be caused by the blockage of a coronary artery. Arteries can become blocked by fatty material or by blood clots. Damage to the heart muscle usually causes severe pain and results in an increase in cardiac enzymes and Troponins, which are released into the blood. A heart attack will also result in new electrocardiograph changes.

Angina produces similar symptoms to an actual heart attack, but is caused by a reduction in the supply of blood to the heart due to spasm or partial blockage, rather than a complete blockage. Heart muscle does not die as a result. Angina may be an early indication that a future heart attack is likely. Angina is not covered by the definition.

## Heart valve replacement or repair

#### Definition

The undergoing of surgery on the advice of a Consultant Cardiologist to replace or repair one or more heart valves.

#### What does this mean?

The valves of the heart open and close as a part of the pumping action, which circulates blood around the body. When these valves become diseased, the ability of the heart to pump properly is reduced. Surgery can be undertaken to either repair or replace the damaged valve.

# **HIV infection**

#### Definition

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

after the start of the policy 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 5 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 one of the following countries: Australia, Austria, Belgium, Canada, the Channel Islands, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hong Kong, Hungary, Iceland, the Isle of Man, Italy, Japan, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, the Netherlands, New Zealand, Norway, Poland, Portugal, Republic of Ireland, Slovakia, Slovenia, Spain, Sweden, Switzerland, the United Kingdom and the United States of America.

For the above definition, the following is not covered:

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

#### What does this mean?

Evidence suggests that infection with the Human Immunodeficiency Virus (HIV) can eventually lead to the development of Acquired Immune Deficiency Syndrome (AIDS). There is currently no cure for AIDS. It causes the body's defense mechanisms to break down leaving the sufferer open to various infections, which would normally pose little threat to people unaffected by AIDS. These infections usually prove to be fatal.

More and more cases of physical assault are being reported to the police where the victim has been brought into contact with the HIV virus. A claim would be paid where the attack had been reported to the police and it is proved that the HIV infection was because of the attack.

## **Kidney failure**

#### Definition

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

#### What does this mean?

The function of the kidneys is to remove waste material from the bloodstream. If they do not work properly there can be a build up of waste material in the blood, which can become life threatening. The body can function perfectly well with only one kidney, but if both fail there will be a need for regular dialysis, to clean the blood artificially, or for a kidney transplant.

## **Liver failure**

#### Definition

A definite diagnosis, by a Consultant Physician, of irreversible end stage liver failure due to cirrhosis resulting in all of the following:

- permanent jaundice;
- ascites; and
- encephalopathy.

For the above definition, the following is not covered:

• liver failure secondary to alcohol or drug abuse.

#### What does this mean?

The liver has many functions and is essential to life. Cirrhosis is due to long-standing damage to the liver caused by a number of conditions including viral infections, inflammation, biliary obstruction, alcohol and certain drugs. Liver failure results in jaundice (yellow skin), fluid in the abdomen (ascites) and damage to the brain (encephalopathy).

# Loss of hands or feet

#### Definition

Permanent physical severance of any combination of 2 or more hands or feet at or above the wrist or ankle joints.

#### What does this mean?

Loss of hands or feet could be caused by an accident or because of an illness.

## Loss of independent existence

#### Definition

Becoming permanently disabled according to all the requirements of either of the following definitions:

- i) Life tasks Becoming permanently disabled:
- through ageing, illness or injury;
- to the extent of being unable to perform any three of the six life tasks listed on page 41 without the help of another person, but with the use of appropriate assistive aids and appliances; **and**
- the disability is irreversible with no reasonable prospect of there ever being any improvement.
- ii) Mental incapacity Becoming permanently disabled:
- through an organic brain disease or brain injury which affects the ability to reason and understand;
- the condition has deteriorated to the extent that continual supervision and the assistance of another person is required; **and**
- the disability is irreversible with no reasonable prospect of there ever being any improvement.

#### What does this mean?

This benefit is designed as a general disability benefit. Whilst some of the disabling diseases of older age, such as Alzheimer's disease and motor neurone disease are covered separately, there are other conditions which can prove to be just as debilitating.

These could include conditions such as severe rheumatoid arthritis, which can prevent the sufferer from living without constant help and care. In some cases, it could just be extreme old age, which prevents the individuals from looking after themselves.

# Loss of speech

#### Definition

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

#### What does this mean?

Loss of speech may be caused if the vocal chords are damaged in an accident or by a disease such as cancer of the larynx. The loss must be total, permanent and irreversible. Therefore a claim would not be paid if the loss was only partial or was a temporary condition. It is possible for the power of speech to be lost without physical damage to the vocal chords, possibly because of a severe mental trauma or shock. However, in such cases it is nearly impossible to determine whether the loss is permanent and therefore a claim would not be paid.

## Major organ transplant

#### Definition

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, Channel Islands or Isle of Man 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.

#### What does this mean?

Sometimes a major organ of the body (such as the liver) becomes so diseased that it fails and becomes life threatening. It may therefore be essential to replace it with a healthy organ.

For some rare illnesses, such as aplastic anaemia, a major organ transplant (in this case of the bone marrow) may be the only long-term cure available. It can take a long time to find the right donor organ, and the waiting list for such operations is often long. The claim will be met therefore upon acceptance onto an official United Kingdom, Channel Islands or Isle of Man waiting list for the relevant transplant.

## Motor neurone disease

#### Definition

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

#### What does this mean?

Motor neurone disease causes a rapid deterioration of the motor neurons. These are the nerve cells in the brain, brain stem and spinal cord, which are responsible for the movement of the body. The disease advances quite quickly and leads to severe disability and death usually within three to four years.

Unfortunately there is no treatment that can alter the outcome of this serious condition.

## **Multiple sclerosis**

#### Definition

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.

#### What does this mean?

Multiple sclerosis (MS) is an incurable disease of the central nervous system. Nerve fibres are normally covered by a myelin sheath, which protects and insulates them. In MS this sheath degenerates which interrupts the smooth transmission of nerve impulses around the body, leading to loss of power and/or lack of co-ordination and/or sensory impairment usually affecting different parts of the body. The symptoms and signs can come and go over the years or can progressively worsen.

Investigations such as an MRI scan of the brain and/or spinal cord and examination of the cerebrospinal fluid can be helpful in supporting the diagnosis, but do not in themselves make a definite diagnosis.

## **Paralysis of limbs**

#### Definition

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

#### What does this mean?

Paralysis of two or more limbs is evidenced by permanent and irreversible loss of movement and sensation. It could be caused by an accident or by an illness.

Even more severe types of paralysis, tetraplegia and quadriplegia would therefore be covered.

## Parkinson's disease

#### Definition

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.

#### What does this mean?

Parkinson's disease causes a disturbance of voluntary movement. It causes tremors in the limbs and head and rigidity of the muscles. The condition usually takes a long time to progress and some drugs are available which can slow the process down even further but treatment becomes less effective as time goes by.

For a claim to be paid the onset of Parkinson's disease must be idiopathic. This means it must have developed naturally rather than because of some other medical treatment or illness.

# **Primary pulmonary hypertension**

#### Definition

A definite diagnosis by a Consultant Cardiologist of primary pulmonary hypertension resulting in permanent loss of the ability to perform physical activities to at least Class III of the New York Heart Association (NYHA) classification. This means there is marked limitation of physical activities, with less than ordinary activity causing fatigue, palpitations or shortness of breath.

For the above definition the following is not covered:

• Pulmonary hypertension secondary to any other known cause – in other words, not primary.

#### What does this mean?

Primary pulmonary hypertension is where the blood pressure is abnormally high in the arteries that provide blood to the lungs. In order to claim, the condition must have reached a position where there are symptoms of a particular severity as detailed in the definition and must be of a permanent nature. Because of the complexities involved in the diagnosis and classifying symtoms, the diagnosis must also be made by a Consultant Cardiologist (an expert in heart diseases). The NYHA classifications are an internationally recognised system of describing symptoms of heart disease.

Explanation of the NYHA classification is as follows:

Class	Symptoms
Class I (Mild)	No limitation of physical activity. Ordinary physical activity does not cause undue fatigue, palpitation or shortness of breath.
Class II (Mild)	Slight limitation of physical activity. Comfortable at rest, but ordinary physical activity results in fatigue, palpitation or shortness of breath.
Class III (Moderate)	Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes fatigue, palpitation or shortness of breath.
Class IV (Severe)	Unable to carry out any physical activity without discomfort. Symptoms of cardiac insufficiency at rest. If any physical activity is undertaken, discomfort is increased.

## **Progressive supranuclear palsy**

#### Definition

A definite diagnosis, by a Consultant Neurologist, of progressive supranuclear palsy. There must be permanent clinical impairment of eye movement and motor function with associated tremor, rigidity of movement and postural instability.

#### What does this mean?

Progressive supranuclear palsy causes a disturbance of voluntary movement. It causes tremors in the limbs and head and rigidity of the muscles. The condition usually takes a long time to progress and some drugs are available which can slow the process down even further but treatment becomes less effective as time goes by.

# Pulmonary artery graft surgery

# Definition

The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a Consultant Cardiologist for disease of the pulmonary artery to excise and replace the diseased pulmonary artery with a graft.

# What does this mean?

The surgical division of the breastbone and the opening up of the chest wall is performed to gain access to repair the diseased section of the pulmonary artery with a graft.

# Stroke

# Definition

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;
- traumatic injury to brain tissue or blood vessels.

# What does this mean?

As with a heart attack the cause of a stroke is inadequate blood supply, this time to the brain. It can be caused by a blood clot becoming caught in an artery of the brain or the bursting of one of the brain's blood vessels. The event that triggers the stroke may result from problems within the body, such as clogged up arteries, or weaknesses in the wall of a blood vessel. After a true stroke there is usually permanent brain damage, which can cause paralysis to the right or left sides of the body, loss of speech or sight and other effects such as loss of strength or mobility. In some cases, the damage may be quite minor, but it will depend upon which part of the brain was affected.

Transient ischaemic attacks are often known as ministrokes but do not result in permanent damage. They are therefore excluded.

# Structural heart surgery

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

#### What does this mean?

The surgical division of the breastbone and the opening up of the chest wall, for the purpose of correcting a structural abnormality of the heart, for example, the surgical correction of a ventricular septal defect.

# Third degree burns

#### Definition

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.

# What does this mean?

Third degree burns are the most serious type of burn. They involve the destruction of the full thickness of the skin and can cause damage to the fat, muscle and bone.

# Traumatic head injury

# Definition

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

#### What does this mean?

Damage to brain tissue could be caused by an external trauma such as a severe head injury received in a road traffic accident.

# Product Guide | Definitions Explained

# Total permanent disability definitions

Total permanent disability provides a general disability benefit. Three definitions are available. A separate definition is given for children's critical illness benefit.

# Own occupation total permanent disability

#### Definition

Becoming permanently disabled according to all the requirements of any one of the following four definitions:

#### Own occupation

Becoming permanently disabled:

- i) before age 65;
- ii) while having a full time (16 hours or more a week) remunerative occupation immediately before the start of the disability;
- iii) through illness or injury;
- iv) to the extent of being medically or physically unfit to perform the material and substantial duties of that occupation; **and**
- v) the disability is irreversible with no reasonable prospect of there ever being any improvement.
- Work tasks

Becoming permanently disabled:

- i) before age 65;
- ii) through illness (other than mental illness of any kind) or injury;
- iii) to the extent of becoming unable to perform any two of the six work tasks listed on page 41 without the help of another person, but with the use of appropriate assistive aids and appliances; and
- iv) the disability is irreversible with no reasonable prospect of there ever being any improvement.

#### Life tasks

38

Becoming permanently disabled:

- i) through ageing, illness or injury;
- ii) to the extent of being unable to perform any three of the six life tasks listed on page 41 without the help of another person, but with the use of appropriate assistive aids and appliances; and
- iii) the disability is irreversible with no reasonable prospect of there ever being any improvement.

#### • Mental incapacity

Becoming permanently disabled:

- i) through an organic brain disease or brain injury which affects the ability to reason and understand;
- ii) the condition has deteriorated to the extent that continual supervision and the assistance of another person is required; and
- iii) the disability is irreversible with no reasonable prospect of there ever being any improvement.

### What does this mean?

For a claim to be paid, the disability (which could be caused by an accident or illness) must be permanent and must prevent you from performing your own occupation.

We will require evidence to confirm the permanent nature of the condition, and in some cases there may be a delay before a claim can be accepted. This will normally be no longer than 12 months.

# Work tasks total permanent disability

# Definition

Becoming permanently disabled according to all the requirements of any one of the following three definitions:

• Work tasks

Becoming permanently disabled:

- i) before age 65;
- ii) through illness (other than mental illness of any kind) or injury;
- iii) to the extent of becoming unable to perform any two of the six work tasks listed on page 41 without the help of another person, but with the use of appropriate assistive aids and appliances; and
- iv) the disability is irreversible with no reasonable prospect of there ever being any improvement.
- Life tasks

Becoming permanently disabled:

- i) through ageing, illness or injury;
- ii) to the extent of being unable to perform any three of the six life tasks listed on page 41 without the help of another person, but with the use of appropriate assistive aids and appliances; and
- iii) the disability is irreversible with no reasonable prospect of there ever being any improvement.

# Mental incapacity

Becoming permanently disabled:

- i) through an organic brain disease or brain injury which affects the ability to reason and understand;
- ii) the condition has deteriorated to the extent that continual supervision and the assistance of another person is required; and
- iii) the disability is irreversible with no reasonable prospect of there ever being any improvement.

#### What does this mean?

Rather than measuring disability based upon your ability to do your own occupation, this definition uses everyday work tasks. For a claim to be paid the disability (which could be caused by an illness or injury) must be permanent and must prevent you from performing two from the six work tasks listed on page 41.

We will require medical evidence to confirm the permanent nature of the condition, and in some cases there may be a delay before a claim can be accepted. This will normally be no longer than 12 months.

# Life tasks total permanent disability

#### Definition

Becoming permanently disabled according to all the requirements of either of the following definitions:

#### • Life tasks

Becoming permanently disabled:

- i) through ageing, illness or injury;
- ii) to the extent of being unable to perform any three of the six life tasks listed on page 41 without the help of another person, but with the use of appropriate assistive aids and appliances; and
- iii) the disability is irreversible with no reasonable prospect of there ever being any improvement.

#### Mental incapacity

Becoming permanently disabled:

- i) through an organic brain disease or brain injury which affects the ability to reason and understand;
- ii) the condition has deteriorated to the extent that continual supervision and the assistance of another person is required; and
- iii) the disability is irreversible with no reasonable prospect of there ever being any improvement.

## What does this mean?

Where a benefit extends beyond age 65, we will pay a claim if the disability (which could be caused by an illness or injury) is permanent and prevents you from performing three from the six life tasks listed on page 41. We will require evidence to confirm the permanent nature of the condition, and in some cases there may be a delay before a claim can be accepted. This will normally be no longer than 12 months.

# Children's total permanent disability (children's critical illness benefit)

#### Definition

Becoming permanently disabled:

- before age 18;
- through illness or injury;
- to the extent that for a period of twelve consecutive months the relevant child has been confined to his or her home, a hospital or similar institution and has required medically supervised constant care and attention; and
- the disability is irreversible with no reasonable prospect of there ever being any improvement.

# Product Guide | Definitions Explained

# Disability income benefit (sickness, accident or disability) and premium payment benefit (sickness, accident or disability) definitions

There are two definitions available for disability income benefit and premium payment benefit. They follow the Association of British Insurers Statement of Best Practice for Income Protection.

# **Own occupation definition**

#### Definition

Being disabled according to all the requirements of any one of the following three definitions:

### Own occupation

Being disabled:

- i) before age 65;
- ii) while having a full time (16 hours or more a week) remunerative occupation immediately before the start of the disability;

iii) through illness or injury; and

- iv) to the extent of being medically or physically unfit to perform the material and substantial duties of that occupation.
- Work tasks

Being disabled:

- i) before age 65;
- ii) through illness (other than mental illness of any kind) or injury; and
- iii) to the extent of becoming unable to perform any two of the six work tasks listed on page 41 without the help of another person, but with the use of appropriate assistive aids and appliances.
- Mental incapacity

Being disabled:

- i) through an organic brain disease or brain injury which affects the ability to reason and understand; **and**
- ii) the condition has deteriorated to the extent that continual supervision and the assistance of another person is required.

# Work tasks definition

# Definition

Being disabled according to all the requirements of either of the following definitions:

Work tasks

Being disabled:

- i) before age 65;
- ii) through illness (other than mental illness of any kind) or injury; and
- iii) to the extent of becoming unable to perform any two of the six work tasks listed on page 41 without the help of another person, but with the use of appropriate assistive aids and appliances.
- Mental incapacity

Being disabled:

- i) through an organic brain disease or brain injury which affects the ability to reason and understand; **and**
- ii) the condition has deteriorated to the extent that continual supervision and the assistance of another person is required.

Where premium payment benefit extends beyond age 65, disability means the inability to perform three from the six life tasks listed on page 41 without the assistance of another person, but with the use of appropriate assistive aids or appliances, or are suffering from mental incapacity.

# Lists of work tasks and life tasks

# Work tasks definition

The six work tasks are as follows:

**Walking** The ability to walk 200 metres on a level surface with a stick or other aid without stopping or severe discomfort.

**Lifting** The ability to pick up 1kg with either hand from table height and carry it for five metres.

**Using a pen/pencil/keyboard** The ability to use a pen, pencil or keyboard with either hand or using any aids.

**Hearing** The ability to hear well enough to understand someone speaking a common language in a normal voice in a quiet room with a hearing aid.

**Speech** The ability to be understood in a common language in a quiet room.

**Vision** The ability to see well enough to read 16 point print using spectacles or other aids.

### Life tasks definition

The six life tasks are as follows:

**Washing** The ability to wash in the bath or shower (including getting into and out of the bath and shower) such that an adequate level of personal hygiene can be maintained.

**Dressing** The ability to put on, take off, secure and unfasten all necessary garments and any medically necessary braces, artificial limbs or other surgical appliances.

**Transferring** The ability to move from a bed to an upright chair, or wheelchair and vice versa, and to get on or off a toilet or commode.

**Mobility** The ability to move from one room to another on a level surface.

**Continence** The ability to manage bowel and bladder functions such that an adequate level of personal hygiene can be maintained.

**Feeding** The ability to feed oneself once food and drink have been prepared and made available.



# Exclusions & Limitations of the Plan



# Product Guide | Exclusions & Limitations

# **Death benefit claims**

If the claim is for death by suicide within one year of:

- you taking out the benefit or the benefit being reinstated, we will not pay the claim; **or**
- an increase in the benefit amount (other than an automatic increase by the rate of inflation) we will not pay the increase.

This does not affect the payment of the benefit to any recognised lending institution which proves to have an interest in this plan for mortgage or loan purposes.

# **Critical illness benefit claims**

We will not pay a claim if the claimant dies within 14 days (the survival period) of satisfying our definition of:

- a terminal illness
- a critical illness or disability.

If you have the buyback option under death or earlier critical illness benefit or critical illness benefit; you must be under age 60 when we accept your claim.

# Death benefit, death or earlier critical illness benefit and critical illness benefit income claims

If we accept your claim, we will pay income benefits each month over the balance of the benefit term left to run after you have made a claim.

# Children's critical illness or children's income benefit

We will not pay a claim if your child dies within 14 days (the survival period) of our definition of one of the children's critical illnesses or disabilities covered being satisfied.

We will not pay a claim caused by a congenital defect (present at birth - this could be an inherited condition or one resulting from damage or infection at the time of birth), critical illness or related condition which was present before the child became covered by your plan or if your plan is reinstated, before the reinstatement date of your plan.

For children's income benefit, we will pay the benefit until:

- the child reaches age 18
- three months after the death of the child
- five years after this benefit first became payable, or
- the end or earlier cancellation of disability income benefit whichever comes earliest.

# Disability income benefit (sickness, accident or disability) claims

We will restrict the claim value to an amount which, together with income from employment and any other income protection and/or accident, sickness and unemployment plans, does not exceed 50% of your pre-disability salary or earned income. If you are not in employment at the time of the claim, the benefit amount will be restricted to £12,000 a year.

We will pay your benefit until:

- you recover
- you reach the end of the benefit term
- or you die.

There is no limit to the number of times you can claim during the term of this benefit.

# Unemployment benefit and premium payment benefit (unemployment) claims (Mortgage plans only)

We will not pay a claim arising from:

- redundancy, when you knew you were going to be made redundant, or you could reasonably be expected to have known, when you took out the benefit
- misconduct, including being dismissed for taking part in industrial action, your failure to meet the standards or targets laid down by your employer or any other circumstances that result in your employer taking disciplinary action against you
- choosing to become unemployed or made redundant; or
- resigning for whatever reason, retiring, leaving your employment voluntarily or accepting early retirement in lieu of unemployment.

We will not pay a claim:

- unless you live in the UK, the Channel Islands or the Isle of Man and are available for, and actively seeking, work
- if your work is temporary, seasonal, casual (including any temporary work from an employment agency) or unemployment is a regular feature of your work
- if you work outside the UK, the Channel Islands or the Isle of Man at the time of becoming unemployed, unless the work involved a project that lasted no more than 30 consecutive days or 90 days in total in the six months before the work stopped
- where you had not been continuously employed or self-employed for at least six consecutive months at the date of becoming unemployed

- until the later of the date you first registered unemployed with the appropriate Government office in the UK, the Channel Islands or the Isle of Man and you are receiving benefits or the end of your notice period for which you have received or been entitled to payment in lieu of notice; **and**
- if you become unemployed, or are notified that you will become unemployed at a later date, within eight weeks from the date we issue our acceptance terms or the start date of your unemployment benefit, whichever is later.

If an increase in benefit has been accepted by us or is in force for less than eight weeks, we will not pay a claim for the increase.

We will restrict the claim value to an amount that does not exceed 40% of your salary or earned income immediately before you became unemployed.

We will pay your benefit until the end of the benefit term, your return to work, your death or we have paid the benefit for the payment period shown in your Personal Illustration, whichever comes earliest.

If unemployment benefit stops being paid and you become unemployed again within three months of the previous claim stopping, both periods of unemployment will be added together and treated as one continuous claim. We will start to pay the benefit again immediately provided you satisfy our definition of unemployment and the payment period of your benefit has not been used during the period of your first claim for unemployment benefit.

# **Increase options**

If you want to use an increase option for any of the benefits under your plan, you need to be under age 55 at the time the increase option is exercised. You will not be able to increase any of the benefits if you are already suffering from an illness or condition covered by the plan for which you have or have not yet submitted a claim.

# **Claims other than death claims**

We will not pay your benefit if your claim is caused by an intentional self-inflicted injury.

We will not pay a claim during the deferred period shown in your Personal Illustration. Deferred periods apply to disability income benefit, premium payment benefit (sickness, accident or disability), unemployment benefit and premium payment benefit (unemployment). The deferred period is the time during which you must be ill or unemployed before we start to pay any benefit.

If you are not in the UK, the Channel Islands or the Isle of Man when you make a claim, you will have to return to the UK or a country within the geographical areas set by us, unless we decide otherwise. The geographical areas are Australia, Austria, Belgium, Canada, the Channel Islands, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hong Kong, Hungary, Iceland, the Isle of Man, Italy, Japan, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, the Netherlands, New Zealand, Norway, Poland, Portugal, the Republic of Ireland, Slovakia, Slovenia, South Africa, Spain, Sweden, Switzerland, the United Kingdom and the United States of America.

The above geographical areas do not apply to unemployment benefit.

# **Claims for all benefits**

We may not pay your claim if new information comes to light at the claims stage which was not provided by you when you applied.

We may apply specific exclusions when we accept your plan. This could mean you are not covered under death or earlier critical illness or critical illness benefit for some of the illnesses shown in the table on page 8. These will be shown in your Acceptance Letter and Policy Benefit Cover Sheet.

# Policy Provisions



# Product Guide | Policy Provisions

The material in sections 1 to 4 in ordinary print comprises the "Self Assurance Policy Provisions" and these form part of the policy.

The informal notes **in lighter blue text** do not form part of the Policy Provisions and are not part of the terms and conditions of your plan, but are intended to give you further information and guidance on what to do in various circumstances.

# 1. Construction

# 1.1 References

Where appropriate in the policy the words in the singular will include the plural and the masculine includes the feminine and vice versa.

The words defined in Section 1.2 (Definitions), and in the Policy Benefit Schedules shall have the meanings assigned to them there.

The use of headings in these Policy Provisions is for reference only and shall not affect the interpretation of these Policy Provisions.

# **1.2 Definitions**

These provisions apply to any policy effected which is expressed to be subject to them. In relation to such a policy, in these provisions:

- a) **alteration date** means the date that a change has been made to the policy
- b) appropriate medical specialist means someone who must
  - hold an appointment as a Consultant or equivalent at a hospital in the UK or a country within the geographical areas set out opposite
  - ii) be accepted by our Chief Medical Officer; and
  - iii) be a Specialist appropriate to the cause of the claim.
- c) assessment period means the period during which we will assess a condition before we make a decision on whether or not to accept a claim. The assessment period will typically start on receipt of the claim and will not normally be longer than 12 months as long as we have all the evidence we need. Also, the assessment period should only apply to claims for the condition which must be permanent for cover to apply
- d) child means a natural or legally adopted child, or a stepchild of the life assured who is financially dependent on the life assured
- e) **cover anniversary date** means the anniversary of the **cover start date**
- f) cover end date means the date shown as such in the Policy Benefit Cover Sheet and the Policy Benefit Schedules
- g) **cover period** means the term between the **cover start date** and the **cover end date**

- h) cover start date means the date shown as such in the Policy Benefit Cover Sheet and the Policy Benefit Schedules
- i) deferred period means the period during which the life assured must be ill or disabled before we pay any benefit
- j) geographical areas mean Australia, Austria, Belgium, Canada, the Channel Islands, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hong Kong, Hungary, Iceland, the Isle of Man, Italy, Japan, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, the Netherlands, New Zealand, Norway, Poland, Portugal, the Republic of Ireland, Slovakia, Slovenia, South Africa, Spain, Sweden, Switzerland, the United Kingdom and the United States of America
- k) irreversible means cannot be reasonably improved upon by medical treatment and/or surgical procedures used by the National Health Service in the UK, the Channel Islands or the Isle of Man at the time of the claim
- life assured or lives assured means the person or persons specified as such in the Policy Benefit Cover Sheet and the Policy Benefit Schedules
- m) 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 is independent of location
- n) owner means the person or persons who is or are for the time being legally entitled to deal with the policy. When a claim is made the owner will be the owner at the benefit payment date. Where a policy is jointly owned, and one owner dies, the survivor will be the owner (or, where applicable, to the trustee or assignee of the policy).
- o) permanent means expected to last throughout life, irrespective of when the cover ends or the life assured retires
- p) permanent neurological deficit with persisting clinical symptoms means symptoms of disfunction in the nervous system that are present on clinical examination and expected to last throughout the life assured's life. Symptoms that are covered include numbness, hyperaesthesia (increased sensitivity), paralysis, localised weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty in 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 the brain or other scan without definite related clinical symptoms
- Neurological signs occurring without symptomatic abnormality, e.g. brisk reflexes without other symptoms
- Symptoms of psychological or psychiatric origin.

- q) policy means a policy or policies as referred to in the Policy
  Benefit Cover Sheet
- r) **policy anniversary date** means the anniversary of the **policy start date**
- s) Policy Benefit Cover Sheet means the sheet which accompanies this booklet, (whether issued at the same time as the booklet or in addition or in substitution of a previous sheet)
- t) Policy Benefit Schedules mean the schedules which accompany this booklet (whether issued at the same time as, or subsequent to this booklet or in addition to or in substitution of a previous schedule); and Policy Benefit Schedule means any one of the Policy Benefit Schedules
- u) **policyholder** or **policyholders** means the person or persons specified as such in the **Policy Benefit Cover Sheet**
- v) **policy start date** means the date shown as such in the **Policy Benefit Cover Sheet**
- w) rate of inflation means the percentage calculated by us based on the United Kingdom Government's Retail Prices Index (or in the event RPI is unavailable, another index as we shall reasonably determine) over the 12 months ending three months prior to the policy anniversary date
- x) survival period means the period after an insured event that the insured person has to survive before a claim becomes valid. A survival period normally applies to critical illness benefit, children's critical illness benefit and children's income benefit
- y) terminal illness means advanced or rapidly progressing incurable illness where, in the opinions of an attending Consultant and our Chief Medical Officer, the life expectancy is no greater than 12 months
- z) we and us means "the Company" as defined in the Policy Benefit Cover Sheet; our and ourselves has a corresponding meaning.

If the policy is assigned to a third party, or held under trust, the **owner** will be the assignee(s) or trustee(s) respectively. If the policy is assigned to a building society or bank as a security for a loan, the **owner** will be the lender. Since the lender will hold the **Policy Benefit Cover Sheet** and the **Policy Benefit Schedules** as security, **we** will provide the **policyholder** with copies of the **Policy Benefit Cover Sheet**, the **Policy Benefit Schedules** and this booklet on request. These copies are of no value other than as a source of information about the policy. The **owner's** permission will always be required before **we** are able to act on instructions involving a material change to the policy.

# 2. Premiums

# 2.1 Premiums payable

The premiums payable under the policy are as stated in the **Policy Benefit Cover Sheet**.

No premiums will be due:

- a) after the policy has terminated under provision 4.11 (Termination), **or**
- b) in respect of the cover provided under a Policy Benefit
  Schedule on or after the cover end date stated on that schedule.

Premiums may be paid only by a method acceptable to us.

The total premium you pay at any time includes the cost of providing all of the benefits under your policy but each benefit may be providing cover over a different period of time. If one or more of the benefits under your policy reaches the end of its term you will no longer need to pay for that benefit and your premium will be adjusted accordingly. **We** will write with details of any proposed adjustment to the premium shown on the **Policy Benefit Cover Sheet** (see attached).

Where premiums are payable yearly by cheque **we** shall contact you shortly before the premium is due and ask you to send a cheque for the amount of the premium.

Monthly premiums must be paid by Direct Debit.

# 2.2 Non-payment of premiums

Monthly premiums are payable when due. One month of grace is allowed for the payment of yearly premiums. If a monthly premium has not been paid when due or if a yearly premium has not been paid within the period of grace, provision 2.3 (Premium arrears) will apply on the due date of that premium or on the day following the expiry of the period of grace respectively.

If payment of premiums is discontinued and a claim is being considered by **us**, the policy will continue in full force for a period which begins on the date of discontinuance and ends on the earlier of the 30th day following rejection of the claim or the first anniversary of the date of discontinuance. At any time within that period, payment of premiums may be resumed by the payment of all premiums which have fallen due but not been paid, together with an administration charge to continue the plan. If payment of premiums is not resumed within that period, provision 2.4 (Cancellation) will apply on the day after its expiry. If no such claim is being considered when payment of premiums is discontinued, provision 2.4 (Cancellation) will apply at the date of discontinuance.

# Product Guide | Policy Provisions

Premiums continue to be payable until a claim is admitted. This provision gives some help in keeping the cover in force while a claim is being investigated. This will avoid cover ending because of financial hardship pending the claim being accepted by us. However, you should continue to pay premiums as long as possible, to minimise the amount outstanding in the event that the claim is not accepted and you wish to ensure the cover does not end.

Premiums paid between the benefit payment date and the date of admittance will be returned with interest.

#### 2.3 Premium arrears

If any premium is not duly paid, **we** will notify you of our arrears procedure which will be put into effect at that time. If any premium remains unpaid once the arrears procedure has been completed, then payment of premiums shall be considered as having been discontinued and in any event this will not occur later than three months after the date of the first unpaid premium.

If **we** admit a claim which arises before completion of the arrears procedure, **we** shall deduct the amount of any unpaid premiums and any outstanding charges from the benefits otherwise payable.

# 2.4 Cancellation

When this provision applies, the policy will terminate without value.

# 2.5 Premium Rates

Your **Policy Benefit Schedule** will show whether guaranteed or reviewable premiums apply to the benefits within your plan.

# All benefits (other than unemployment benefit)

#### **Guaranteed rates**

If your premiums are guaranteed this means that the assumptions we have used to calculate your premium have been set to cover the whole term of the benefit without any change before the benefit end date. This does not mean that the actual amount you pay will necessarily stay the same. It will change if you alter your plan and it will increase if you have selected increasing benefits as described in the section headed "What we mean by level, increasing and decreasing" in the technical options section on page 18.

#### **Reviewable rates**

50

If your premiums are reviewable, this means that the assumptions we have used to calculate your premium have been set to cover the whole period of the benefit. However they will be reviewed on the first policy anniversary date on or after the benefit with reviewable premiums has been in force for five years and on each following fifth policy anniversary date. When we review your premium it may stay the same, go up or down.

# **Unemployment benefit**

Unemployment benefit (including premium payment benefit (unemployment)) can only be taken out with reviewable premiums. Premiums for this benefit will be reviewed on the first policy anniversary date on or after each benefit has been in force for one year and on each following policy anniversary date. When we review your premium it may stay the same, go up or down.

#### **Review process**

Your initial reviewable premium is based on our view of the following assumptions:

- current level of claims incurred
- future outlook on claims
- future investment returns
- future expenses
- maintenance expenses, including an allowance for inflation and also the expenses we expect to incur in setting up the plan/benefit
- tax rates and our view of what we expect the regulatory environment to be over the term of the benefit
- future outlook on the number of benefits where premiums will stop and therefore benefits/plans that will lapse; **and**
- the premiums we pay to reinsurers who share in the cost of claims with us.

When we carry out a review, we will, based on our view, make changes to expected future experience for the following valid reasons:

- current level of claims incurred is different to that previously anticipated. This will reflect the impact that socio-economic and medical factors have had on our level of claims. This will vary by age, gender and smoker status and other rating factors
- changes to the future outlook on claims. This will vary by age, gender and smoker status and other rating factors
- changes in future investment returns
- changes in future expenses. We will reflect any changes in expenses, which are outside of our control. Examples are changes in Value Added Tax (VAT) and the impact of changes in past and future expected inflation (as measured by the Retail Prices Index). This has the effect of future expected expenses being higher than anticipated. We will not reflect changes in expenses due to operational efficiencies or inefficiencies
- changes in the tax and regulatory environment. We would reflect the impact of changing tax, imposed on us, by the UK Government. We would also reflect the impact that any changes to regulatory rules on accounting prescribed to us by the UK Government or European Union

 changes to reassurance premiums, if the change is based on one of the factors above. If reassurance premiums change for any other reason we will not include this in any premium review.

These assumptions will be derived by reviewing company and industry data, as well as taking into account data from other parties such as the actuarial profession, medical profession, specialist charities and national statistics. The company data we will analyse will group policyholders together that have similar characteristics based on factors such as age, sex, smoker/ non-smoker (this list is not exhaustive and may change in the future). We will not base reviews on individual circumstances, for example, your health at the time of the review.

If our view of these assumptions at the time of the review differs from the view we took of them at the outset, we may increase or reduce your premium based on the difference. These assumptions will be consistent with, but not necessarily the same, as those used for pricing of new contracts. We will not recover any past losses that we may have incurred due to experience being worse than expected. We will revise the premium to reflect future expected experience only.

The assumptions and the premium reviews will be reviewed and agreed by the Directors of Royal London Mutual Insurance Society Ltd who have regulatory responsibility for ensuring that any changes are fair. Changes in premium will apply to all similar policies.

#### Notification of outcome of review

When we carry out a review, we will write to you at least 30 days prior to the policy anniversary date and let you know the outcome of the review. Your premium may stay the same, go up or go down at review. It is possible, if you have more than one benefit, that one premium may increase whilst the other decreases, as they may have been affected differently by the changes in expected experience.

If your premium increases at review, we will increase your monthly or yearly premium on the policy anniversary date. Alternatively, you will be able to continue with your existing premium level but we will need to reduce the sum assured for this benefit. To do this you must tell us at least ten days before the change would otherwise have taken effect, and your reduced benefit amounts will apply from that date. You also have the right at any time to stop paying premiums although your contract will end without value. Full details of the options open to you will be provided when we write and tell you the outcome of the review.

There is no limit to the amount your premium may increase or decrease but any change will be fair and reasonable. We will not impose a premium change at review where this would have led to a change in monthly premium of less than 1%, however we reserve the right to carry this difference forward and include it in subsequent reviews.

# 3. Claims Procedure

On notification of any claim for death or critical illness benefits the **Policy Benefit Schedule** should be returned to **us** by, or on behalf of, the **owner**. Any other requirements (which will depend on the circumstances) will be advised at the time.

# 3.1 Notification

A claim for payment of a benefit must be made in writing to **us** as soon as you reasonably can after the date of the occurrence of an event resulting in a claim. If **we** are not notified as soon as you reasonably can. Except for death claims, we may not be able to assess your claim if your delay in telling us about the claim, means we are unable to obtain the information we need.

Unemployment benefit and premium payment benefit (unemployment) are underwritten by the **insurance provider** named in the **Policy Benefit Schedule**. Although you deal with **us**, **we** act as agent for the **insurance provider** and your contract is with the **insurance provider**.

Claims for unemployment benefit and premium payment benefit (unemployment) will be managed by an administration service. You should, however, send any correspondence relating to these benefits directly to **us**.

#### 3.2 Acceptance of a claim

We will examine each claim for payment of a benefit and will decide whether it can be accepted as an event assured under the policy. In order to make a decision, we will seek confirmation by an **appropriate medical specialist** that your claim satisfies the appropriate definition.

In arriving at **our** decision, **we** may request, and will take into account, such evidence and information as **we** consider to be relevant, having particular regard to any medical reports and to whether such proofs as may be required in accordance with provision 4.5 (Payment subject to proofs) have been provided.

Please note that in arriving at our decision we will have regard to the exclusions and limitations of the plan and also any specific exclusions applied to your plan.

**We** have the right to review any claim accepted, as described in provision 3.3 (Review of claims accepted).

For unemployment benefit, it may be necessary to arrange for an agent to visit the **life assured**. The purpose of any such visit will be to gather details relating to the claim in order to ensure accurate assessment. It is essential that the **life assured** makes themselves available for any such visit. If the **life assured** fails to do so, no further benefit will be paid.

# Product Guide | Policy Provisions

The **insurance provider** or its agents (which may include **us**) will assess each claim and decide whether it is admissible. In order to reach a decision additional evidence and information may be required – for example, medical examination, medical reports and other proofs and certificates.

In order that the permanence of a disability under critical illness benefit or death or earlier critical illness benefit is established, in some cases there may be a delay before a claim can be admitted. This is called the assessment period and is defined in the Construction section on page 48.

# 3.3 Review of claims accepted

This provision only applies to disability income benefit, children's income benefit, premium payment benefit (sickness, accident or disability), unemployment benefit and premium payment benefit (unemployment).

Where a claim has been accepted under provision 3.2 (Acceptance of a claim) **we** will re-examine the claim and may request such additional evidence and information as **we** may require.

If such evidence and information is not provided or **we** reasonably consider it to be insufficient to justify the continued acceptance of the claim, **we** have the right to alter or withdraw the benefit being provided.

We may from time to time require fresh evidence and information to ensure that the **life assured** continues to suffer from a disability or be **unemployed**. If a children's income benefit is in payment, **we** may from time to time request information about the welfare of the **child** of the **life assured**. If such evidence and information is not satisfactory, or is unduly delayed, the benefits being provided may be altered or withdrawn.

### 3.4 Complaints procedure

**We** would always hope to be able to sort out any problems or complaints the **owner** has regarding any problems that are experienced in the administration and claims management of the benefits under the policy.

If the **owner** is not satisfied with the way in which a complaint has been dealt with, they should write to:

Customer Relations Manager Scottish Provident 301 St Vincent Street Glasgow G2 5PB Phone: 0845 270 0004

52

If the **owner** is still not satisfied, they have the right to ask the Financial Ombudsman Service to review their case. The relevant address and telephone number for all benefits other than unemployment benefit is:

# The Financial Ombudsman Service South Quay Plaza, 183 Marsh Wall Docklands, London E14 9SR Tel: 0845 080 1800 Fax: 0207 964 1001

For unemployment benefit the relevant address and telephone number is:

# Financial Services Ombudsman 3rd Floor Lincoln House Lincoln Place Dublin 2 Tel: +3531 662 0899

#### Email: enquiries@financialombudsman.ie

None of the above actions affect the legal rights of the **owner**.

Your statutory rights are not affected if you do not follow the complaints procedure above. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

# 4. General

# 4.1 Notices of assignment

Notices of assignment may be given to **us** at 301 St. Vincent Street, Glasgow G2 5PB.

It is important for the **owner** to retain with the **Policy Benefit Cover Sheet** and **Policy Benefit Schedules**, any deeds of assignment and reassignment or other deeds transmitting title to (i.e. ownership of) the policy as these are part of the proof of his legal entitlement and he will be required to produce them before any benefits under the policy are paid to him.

### 4.2 Payment by us

Payment of any amount of money will be:

- a) by cheque drawn in favour of the person entitled to receive it, or of any other person authorised by that person with **our** approval, or
- b) into a bank or other account of the person entitled to receive it, or of any other person authorised by that person with our approval, will be an absolute discharge to **us** for that amount.

For the avoidance of doubt, any payment due as a result of the death of a joint owner of the policy shall be made to the surviving owner (or, where applicable, to the trustee or assignee of the policy).

# 4.3 Late benefit payment

If a lump sum benefit (as opposed to income benefit) becomes payable under the policy, it will be increased with interest from the benefit payment date to the date of settlement, unless the amount of interest is less than a minimum amount.

Any interest payable may be subject to the deduction of income tax at source under current UK legislation.

#### 4.4 Source of benefits

Any benefits other than unemployment benefit and premium payment benefit (unemployment) under the policy are payable out of **our** non profit fund. Unemployment benefit and premium payment benefit (unemployment) will be payable by Primary Insurance Company Ltd.

# 4.5 Payment subject to proofs

Payment of any benefit under the policy will be made subject to **our** receiving such proofs as **we** may require as follows:

- a) of the happening of any event on which the benefit is payable within the appropriate benefit term
- b) of legal entitlement
- c) of the date of birth of the life assured or, if there are two lives assured, of both the lives assured; and
- d) for **disability income benefit**, of pre and post disability earned income and, for unemployment benefit, of pre and post **unemployment earned income**.

Unless **we** agree otherwise, the claimant must furnish at his own expense all certificates, information or other evidence **we** may require in support and continuing support of the claim and the **life assured** must submit to medical examination (by a doctor of **our** choosing) as often as **we** may require.

#### 4.6 Basis of contract

The policy has been granted on the basis of statements made in the application for it and **we** place reliance on the accuracy and completeness of such statements. If any of these statements proves to have been untrue in a material respect, no benefit will be payable and premiums will be returnable without interest.

# 4.7 Wrong date of birth or mis-statement of occupation

If the date of birth or occupation of the **life assured** or, if there are two **lives assured**, the date of birth or occupation of either of them has been wrongly stated to **us**, or the **Insurance Provider**, **we** may change the benefits to those which are suitable for and consistent with the correct date of birth and occupation.

# 4.8 AIDS definition

For the purposes of this policy the definition of Acquired Immune Deficiency Syndrome shall be that used by the World Health Organisation at the time a claim is made. If there is no such definition, then that of any successor body or governmental or international body as **we** shall decide shall be substituted.

### 4.9 Changes to these Policy Provisions

- (a) If the policy or we are affected by law or other circumstances beyond our control, we may make reasonable changes to the Product Guide which we consider are appropriate in the circumstances.
- (b) We may, acting on professional actuarial advice, make changes to the Product Guide which, in our reasonable opinion, we consider appropriate in the circumstances. if:
  - it ceases to be reasonably practicable for us to carry out any of the terms as a result of:
    - a change (introduced, enacted or proposed) in legislation, order, regulation or directive,
    - a change in the interpretation or application of legislation, order, regulation or directive, or
    - compliance with any request from any regulatory authority, or
  - the basis of taxation applying to the policy changes.
  - We will give you reasonable notice of any changes.

#### 4.10 Surrender value

This policy does not carry any surrender value.

# 4.11 Termination

A benefit provided under the policy will terminate on the earliest of:

- a) discontinuance of premiums under provision 2.2
- b) payment of a benefit, unless otherwise stated in the **Policy Benefit Schedule** giving rise to the payment
- c) the cover end date in respect of that benefit.

The policy will terminate on the **cover end date** of the last benefit in force under the policy.

#### 4.12 Proper law

The **policy** is governed by the law of Scotland unless otherwise agreed. If you reside in the Channel Islands or the Isle of Man your policy will be governed by the law of England and be held under Seal unless otherwise agreed.

Your contract for unemployment benefit and premium payment benefit (unemployment) is with UK Underwriting Limited on behalf of Primary Insurance Company Ltd, for whom we act as agent. These benefits are governed by the law of England.

# 4.13 Forms

Any election, instruction or notice must be in a form acceptable to us.

# 4.14 Currency

The premium and monetary benefits are payable in sterling in the United Kingdom, the Channel Islands or the Isle of Man.

### 4.15 The European Union

The European Union is made up of the United Kingdom, Austria, Bulgaria, Belgium, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, the Republic of Ireland, Romania, Slovakia, Slovenia, Spain and Sweden.

# This pack contains:

- Your Self Assurance Personal Illustration, giving details of the benefits and cost of your plan;
- 'Your Simple Guide to Protection' leaflet
- Self Assurance Key Features, outlining the important parts of your plan
- Self Assurance Product Guide, containing technical options, definitions and policy provisions
- Self Assurance Application Form.

Please keep your documents safe.

Scottish Provident is a division of the Royal London Group which consists of The Royal London Mutual Insurance Society Ltd and its subsidiaries. The Royal London Mutual Insurance Society Ltd is authorised and regulated by the Financial Services Authority No.117672 and is registered in England and Wales No.99064. The registered office is 55 Gracechurch Street, London, United Kingdom EC3V 0RL.