Income Protection CoverMembership handbook

Who cares if you want to protect your lifestyle? **We care.**



Membership handbook

Contents

Welcome	3
General definitions	5
Your membership - income protection cover	11
Additional options	13
■ What you are covered for	17
What you are not covered for	29
How long will your benefit continue	31
■ Incapacity/incapacitated	33
Changes to your membership	35
Premium options	39
How to make a claim	43
■ Your right to cancellation	47
■ General information	49
Getting in touch	51

Welcome

Thank you for choosing Friends Life Individual Protection

Thank you for choosing income protection cover from Friends Life Individual Protection. Friends Life Individual Protection products are provided by Friends Life Limited, part of the Friends Life group. With this membership we aim to provide you and your dependants with protection should serious illness or incapacity affect your ability to work and cause you financial hardship. The membership has been designed to offer you the flexibility to provide you with the right level of financial health protection to match your circumstances.

Friends Life flexible financial protection is the umbrella plan which provides cover through a series of separate memberships for different types and levels of cover.

Your registration certificate will show which type of membership you have in your particular plan. Each membership in your plan will have a separate handbook.

This handbook explains what is covered by the Friends Life Individual Protection Income Protection membership and what to do if you need to make a claim.

Using the membership handbook

Where the words 'we', 'us' or 'our' are used, this refers to Friends Life Individual Protection. The words 'you' or 'your' refer to the person, or people, who are entitled to receive the benefits of the membership.

Words printed in bold type in this handbook are defined terms. Defined terms have a specific meaning explained in the 'General definitions' section.

General definitions

General definitions

Agreed percentage

70 percent of the first £10,000 pre-disability **gross income** per annum then 50 percent of any pre-disability **gross income** between £10,000 and £60,000 per annum and 40 percent of any pre-disability **gross income** over £60,000 per annum.

Average Weekly Earnings

The measure used by the Office of National Statistics which has replaced the average earnings index. This measure is an indicator of short-term earnings growth and provides a monthly estimate of the level of average weekly earnings per employee. Alternatively, if this measure is not published during any period of **your membership** the 'average weekly earnings measure' will be any substituted index or index of figures published by that Office.

Benefit

The amount that will be payable to **you** as detailed in 'What you are covered for' section.

Benefits in kind

Benefits in kind received by **you** and shown on HM Revenue and Customs form P11D.

Channel Isles

Channel Isles - means for the purposes of this policy Guernsey and Jersey only.

Child

Any natural child or adopted child of **you** or **your** spouse, partner or civil partner or any child for which either **you** or **your** spouse, partner or civil partner are the legal guardian and who is aged between 30 days and 18 years.

Claims visitor

A nurse or occupational health specialist with experience of dealing with all aspects of income protection insurance who is authorised to act on **our** behalf.

Commencement date

The date **your membership** starts, as shown on **your registration certificate**.

Consultant

A surgeon, anaesthetist or physician who is legally entitled to practise as a consultant in the **UK** or **Channel Isles** in accordance with the laws of the territory in which he or she is practising as a consultant.

Continuing benefits

Any benefits being received under any accident or sickness policy, income protection policies and any pension benefits that have arisen as a result of **your incapacity**.

Continuing earnings

The gross amount of any wage, salary, **dividends**, or any income from any occupations (excluding **benefits in kind**).

Countries

Australia, Austria, Belgium, Bulgaria, Canada, Channel Isles, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hong Kong, Hungary, Ireland, Isle of Man, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, UK and USA.

Deferred period

The period of time beginning with **your incapacity** shown on **your registration certificate** where **you** are in **paid occupation**, and three months at all other times.

Dividends

Dividends received by **you** from a private limited company in which **you** and not more than three other shareholders are employed as full time working directors.

Endorsement(s)

Change(s) that **you** require and **we** agree to apply to **your membership** after it commences which are recorded in the 'Endorsement' section of **your registration certificate**.

Expiry date

The date **your membership** ends as shown on **your registration certificate**.

Gross income

If **you** are employed, **your** pre-tax earnings for income tax assessment (excluding any **benefits in kind**) in the 12 months immediately prior to the date of **incapacity** and in addition any **dividends** which represent **your** share in the net trading profit of the company from its normal, regular business during the 12 months prior to **your incapacity**.

If you are self-employed, your pre-tax share of the profit from your trade profession or vocation in the 12 months immediately prior to the date of your incapacity which would have amounted to income for the purpose of Schedule D Case I and II of the Income and Corporation Taxes Act 1988, (ie your share of pre-tax profit after deduction of trading expenses).

Handbook

This handbook setting out the general terms and conditions of **your membership**.

Hospital

Any NHS hospital or private hospital which has facilities for major surgery or which exists principally for the provision of treatment by **consultants**.

Houseperson's benefit

The maximum **benefit** payable whilst **you** are not in a **paid occupation** of £15,600 per annum.

Incapacity/incapacitated

The condition(s) for which **we** will pay the **benefit** as set out in the 'Incapacity/ incapacitated' section of the **handbook**.

Irreversible

Cannot be reasonably improved upon by medical treatment and/or surgical procedures used by the **NHS** in the **UK** at the time of the claim.

Limited benefit period

A period of 24 months which may either be a single continuous period or a collection of shorter periods during which the **benefit** will be paid.

Material and substantial duties

The main tasks and duties, which are normally required for the purposes of a **paid occupation** and which cannot be reasonably omitted or modified.

Maximum benefit

The maximum benefit of £150,000 per annum.

Membership

The agreement between **you** and **us** to provide the **benefit** on the terms set out in the **handbook** and **your registration certificate** together with other documents referred to in 'Your membership - income protection' section.

NHS

National Health Service.

Paid occupation

A remunerative occupation(s) that **you** are engaged in at the date of **incapacity** on either an employed or **self-employed** basis for at least 16 hours per week on a regular basis.

Permanent neurological deficit with persisting clinical symptoms

Symptoms of dysfunction in the nervous system that are present on clinical examination and expected to last throughout the **member'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 brain or other scans without definite related clinical symptoms
- Neurological signs occurring without symptomatic abnormality, e.g. brisk reflexes without other symptoms
- Symptoms of psychological or psychiatric origin.

Registration benefit

The amount of 'benefit' as detailed on **your** registration certificate.

Registration certificate

The most recent registration certificate **we** issue to **you**.

Retail Price Index

The general index of retail prices published by the Office of National Statistics. Alternatively, if that index is not published during any period of **your membership**, the 'retail price index' will be any substituted index or index of figures published by that Office.

Self-employed

Working for **yourself** in a trade, profession or vocation and taxed under Schedule D.

Special condition

Any condition **we** set to limit **your** entitlement under **your membership**, as shown in the 'Special conditions' section of **your registration certificate**.

UK

England, Northern Ireland, Scotland and Wales

We/us/our

Refers to Friends Life Individual Protection.

You/your/yourself

The person named as the member on **your registration certificate** who is covered under the **membership**.

Your membership – income protection cover

Your membership – income protection cover

Your membership is made up of the following documents:

• your application for cover

This includes **your** initial application and any further applications **you** make where **your membership** is varied. It also includes any declarations **you** made at **our** request when **you** applied for cover.

your registration certificate and any endorsements

These set out the current details of **your membership**. The 'Special conditions' section of **your registration certificate** shows any **special conditions we** apply to **your membership**.

this handbook

This contains all the general terms and conditions of **your membership**. It is referred to as the 'Friends Life Individual Protection Income Protection Cover' **membership handbook** reference PBHA/5319/DEC11.

We explain how your registration certificate may change in the 'General information' section.

When your membership starts and ends

Your membership starts on the commencement date and is subject to you paying your first premium.

Your membership ends on the earliest of the following:

- the expiry date
- vour death
- 30 days after the premium due date where you do not pay any amounts. We will allow your membership to continue if you pay any outstanding amounts within the 30 day period after it became due
- after we have paid the benefit for the limited benefit period as set out in your registration certificate

Your membership will end if you can no longer claim the benefit under your membership as a deferred period would continue beyond the expiry date.

You can end **your membership** by writing to inform **us** and providing 30 days notice at the address shown in the 'General information' section.

Additional options

Additional options

Your registration certificate will show if your membership includes any of the following options.

The following are the full list of additional options. These are only applicable if **you** have selected and **we** have agreed to provide the options:

- indexation option
- fracture cover option

Indexation option

For each of these options, on each anniversary of the **commencement date**, **we** will increase the **benefit** under **your membership**. The amount the **benefit** increases by will depend on the indexation option applicable.

If we have agreed to provide this option, your registration certificate will show which indexation option you have of the following:

- RPI (Retail Price Index)
- AWE (Average Weekly Earnings)
- five percent
- three percent.

RPI (Retail Price Index) option

On the anniversary of the **commencement date**, **we** will increase the **benefit** in proportion to the increase in the **retail price index** during the first 12 months of the 15 month period immediately before the anniversary of the **commencement date**. The maximum increase on any anniversary will be 10 percent of the **benefit**.

AWE (Average Weekly Earnings) option

On the anniversary of the **commencement** date, we will increase the **benefit** in proportion to the increase in the **average** weekly earnings measure over the first 12 months of the 17 month period immediately before that anniversary of the **commencement** date

Five percent option

On the anniversary of the **commencement date**, **we** will increase the **benefit** by five percent a year.

Three percent option

On the anniversary of the **commencement date**, **we** will increase the **benefit** by three percent a year.

How does indexation affect your premiums?

You will have to pay an increased premium for any increase in the benefit. Your premium will increase at a higher rate than your benefit as we will allow for your age and remaining term at the time of the increase in the benefit. For reviewable premiums the increase will be based on our premium rates at the time the indexation occurs. For guaranteed premiums the increase will be based on our premium rates at the commencement date.

When **we** write to tell **you** about the increase in the **benefit**, **we** will tell **you** about the increase in **your** premium.

Cancelling an increase

You can cancel the increase in the benefit and your premium by writing to us within 30 days of the date of our letter telling you about the increase. If you cancel any increases we will cancel your indexation option and no further increases will be made (this will not affect previous increases).

If **we** are paying the **benefit** to **you** at the time of the increase, **we** will use the increased amount to calculate the **benefit** if appropriate.

Fracture cover option

If we have agreed to provide the fracture cover option, your registration certificate will show this option. If you suffer one of the fractures shown in the table below, we will pay fracture cover benefit to you. The amount of the fracture cover benefit we will pay is shown in the table below:

Fracture	Fracture cover benefit	
closed fracture of	the skull	£1,200
open fracture of the	ne skull	£2,100
fracture of the ver	tebra	£900
fracture of the shoulder blade		£900
fracture of the jaw		£900
fracture of the sternum		£900
fracture of the pelvis		£1,200
fracture of the wrist		£900
fracture of the hand		£900
fracture of the upp	per leg	£2,100
fracture of the kne	ee	£2,100
fracture of the lower leg		£1,200
fracture of the arm		£1,200
fracture of the cheekbone		£900
fracture of the foo	t	£900
fracture of the ank	kle	£1,200
fracture of the ribs	5	£600
fracture of the col	lar bone	£600

To make a claim for fracture cover benefit **you** must

- contact us to ask for a claim form: and then
- fill in the claim form and return it to us

You must make **your** claim as soon as reasonably practicable.

We will only pay the fracture cover benefit to you for the following fractures as defined in 'Black's Medical Dictionary' (39th edition); comminuted, complicated, compound, depressed, greenstick, pathological and simple. We will not pay the fracture cover benefit for any other type of fracture.

Where more than one of the above fractures occurs at any time, we will only pay fracture cover benefit for one of the fractures.

You can decide which fracture you are claiming for.

We will only pay fracture cover benefit to you for one fracture suffered during any 12 month period. The first 12 month period will start on the commencement date and then each subsequent 12 month period will begin on each anniversary of the commencement date

We will not pay fracture cover benefit for a **fracture** suffered by a **child**.

What you are covered for

What you are covered for

Benefit

We will pay the benefit to you, subject to you complying with the requirements and obligations set out in the 'How to make a claim' section, unless your claim is excluded under the circumstances listed in the 'What you are not covered for', during any period of your membership that you are incapacitated.

We will pay the **benefit** monthly in arrears.

We will make the first payment of the **benefit** one month after the end of the **deferred**period.

The amount of **benefit we** will pay to **you** during **your incapacity** depends on whether or not **you** are in **paid occupation** at the time **your incapacity** arises.

In paid occupation

If you were in paid occupation when you became incapacitated the amount of benefit we will pay to you each month is the lower of:

- the registration benefit (as increased by any option you have exercised during your membership); or
- the agreed percentage based on your monthly gross income from your paid occupation in 12 months immediately before you became incapacitated.

If as a result of the above calculation the **benefit** is lower than the **registration benefit** and less than £1,300, then **we** will adjust the **benefit** to the lower of the **registration benefit** or £1,300 less any **continuing earnings** and **continuing benefits**.

If as a result of the above calculation the **benefit** is lower than the **registration benefit** by less than 10 percent, but more than £1,300 then for the first 12 continuous months of **your** claim **we** will adjust the **benefit** to the **registration benefit** less any **continuing earnings** and **continuing benefits**.

Not in paid occupation

If you were not in paid occupation when you became incapacitated the amount of benefit we will pay to you each month will be the lower of the registration benefit or the houseperson's benefit.

NHS Doctor

If at the start of a period of **incapacity you** are a doctor in the **UK NHS** and have been in that role for less than five years, then the **deferred period** will cease as follows:

- if the deferred period shown on your registration certificate is six months, then it ceases when full NHS sick pay which is due and payable to you stops; or
- if the deferred period shown on your registration certificate is 12 months, then it ceases when half NHS sick pay which is due and payable to you stops.

Career break

If **you** cease remunerated work at any time during the term of the **membership you** can exercise one of the two career break options:

- if you take a company sponsored career break to obtain a professional qualification and your gross income reduces as a result, you can continue to pay the same premiums and we will treat your gross income as remaining at the same level as at the start of the career break if you become incapacitated during your career break. This is only available for a maximum of 12 months and you must have worked for your employer for 12 months since your last career break. This option is not available during the first 12 months of your membership.
- alternatively, if you cease paid occupation and you inform us of this, we will adjust your premium and your benefit will be restricted to the lower of your benefit or the houseperson's benefit.

Recurrent incapacity benefit

If within 12 months of the end of any period you were incapacitated and the incapacity reoccurs, we will not apply the deferred period for your linked claim, provided your linked claim is confirmed as due to the same cause as the original claim and established as valid, the benefit will be backdated to the date the incapacity reoccurred.

Proportionate benefit

If you are unable to return to the paid occupation in which you were engaged prior to the incapacity but return to another occupation and are on a lower gross income, we will consider paying you a proportionate benefit. The payment of this is conditional upon you remaining unable, as a result of the incapacity, to carry out the material and substantial duties of your former occupation.

Rehabilitation benefit

If you return to the same paid occupation in which you were engaged prior to the incapacity but at a reduced level of income, we will consider paying you the rehabilitation benefit, as set out below, for a maximum period of 52 weeks from the date that you returned to work. The rehabilitation benefit is conditional upon your incapacity preventing you from performing your previous occupation at the same level of income. Rehabilitation benefit is not available with limited benefit period.

How to calculate the proportionate or rehabilitation benefit

We will use the following formula:

Proportionate/Rehabilitation benefit =

pre-disability **gross income** – new **gross income**

x **benefit** payable

pre-disability **gross** income

Child-carer benefit

We will pay the lower of four **registration benefit** payments or £25,000 if **your child** is diagnosed with one of the following illnesses or conditions set out below.

We will pay the child-carer benefit to you, subject to you complying with the requirements and obligations set out in the 'How to make a claim' section, unless your claim is excluded under the circumstances listed in the 'What you are not covered for' section, providing that the child survives for 14 days following diagnosis. The child must be aged between the ages of 30 days and 18 years in order to be eliqible for cover.

We will pay the child-carer benefit once we reasonably consider that we have enough information or proof to establish your claim. We will only pay the child-carer benefit once for any child regardless of how many memberships you have or how many illnesses or conditions your child has been diagnosed with

Illnesses and operations for child-carer benefit

Aorta graft surgery

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 following is not covered:

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

Aplastic anaemia

Confirmation by a consultant haemotologist of a definite diagnosis of complete bone marrow failure which results in anaemia, neutropenia and thrombocytopenia and requires as a minimum, one of the following treatments:

- blood transfusion:
- bone-marrow transplantation;
- immunosuppressive agents;
- marrow stimulating agents

All other forms of anaemia are specifically excluded

Bacterial meningitis

Bacterial meningitis causing inflammation of the membranes of the brain or spinal cord resulting in **permanent neurological deficit with persisting clinical symptoms**. The diagnosis must be confirmed by a consultant neurologist.

The following are not covered:

 all other forms of meningitis, not mentioned above, including viral meningitis

Benign brain tumour

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.

The following are not covered:

- tumours in the pituitary gland
- angiomas

Blindness

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

Cancer

Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes leukaemia, lymphoma and sarcoma.

For the above definition the following are not covered:

- all cancers which are histologically classified as any of the following:
 - pre-malignant
 - non-invasive
 - cancer in situ
 - having 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 T2NOMO
- chronic lymphocytic leukaemia unless histologically classified as having progressed to at least Binet Stage A
- any skin cancer other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin)

Cardiomyopathy

The unequivocal diagnosis by a consultant cardiologist of cardiomyopathy resulting in one or more of the following:

- impaired ventricular function and marked limitation of physical activity where the child is unable to progress beyond stage two of a treadmill exercise test using the standard Bruce protocol; or is
- classified as Stage III under the New York Heart Association (NYHA) Functional Classification

For the purpose of this definition NYHA Stage III is classified as a marked limitation in activity due to symptoms even during less than ordinary activity. The patient is only comfortable at rest.

The following is not covered:

 all other forms, other than those specified above, of heart disease, heart enlargement and myocarditis are specifically excluded

Chronic rheumatoid arthritis

A definite diagnosis by a consultant rheumatologist of chronic rheumatoid arthritis as evidenced by widespread joint destruction with major clinical deformity.

In addition the **child** must permanently satisfy three of the four following criteria, the inability being entirely due to the chronic rheumatoid arthritis and not the age of the claimant:

- bending the inability to bend or kneel to pick up something from the floor and stand up again and the inability to get into and out of a standard saloon car.
- dexterity the inability to use hands and fingers to pick up and manipulate small objects such as cutlery, including being unable to write using a pen or pencil.
- lifting the inability to lift, carry or otherwise move everyday objects by hand.
 Everyday objects include a kettle of water, a bag of shopping and an overnight bag or briefcase.
- mobility the inability to walk a distance of 200 metres on flat ground, with or without the aid of a walking stick and without having to rest or experiencing severe discomfort.

Coma

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

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

The following is not covered:

coma secondary to alcohol or drug abuse

Coronary artery by-pass grafts

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

Creutzfeld-Jacob disease

Confirmation by a consultant neurologist of a definite diagnosis of Creutzfeld-Jacob disease resulting in **permanent neurological deficit** with persisting clinical symptoms.

Deafness

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

Heart attack

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
 - AccuTnI > 0.5 ng/ml or equivalent threshold with other Troponin I methods

The evidence must show a definite acute myocardial infarction.

The following are not covered:

- Angina
- other acute coronary syndromes

Heart valve replacement or repair

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

HIV infection

Infection by Human Immunodeficiency Virus resulting from the following incidents:

- a blood transfusion given as part of medical treatment; or
- a physical assault;

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
- 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 following is not covered:

 HIV infection resulting from any other means, including drug misuse

Kidney failure

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

Liver failure

Chronic liver disease, being end stage liver failure due to cirrhosis and resulting in all of the following:

- permanent jaundice
- ascites
- encephalopathy

Loss of hands or feet

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

Loss of independence

The total and **permanent** loss of the ability to perform routinely at least three of the specified six 'activities of daily living' without the continual assistance of someone else, even with the use of special devices or equipment. The inability being entirely due to the traumatic event and not the age of the claimant

The following are activities of daily living:

- washing this means being able to wash and bathe unaided, including getting into and out of the bath or shower.
- dressing this means being able to put on, take off, secure and unfasten all necessary items of clothing.
- feeding this means being able to eat pre-prepared foods unaided.

- continence this means being able to control bowel or bladder functions, whether with or without the use of protective undergarments and surgical appliances.
- moving this means being able to move from one room to another on level surfaces.
- transferring this means being able to get on and off the toilet, in and out of bed and move from a bed to an upright chair or wheelchair and back again.

Loss of speech

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

Major organ transplant

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

The following is not covered:

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

Motor neurone disease

A definite diagnosis of motor neurone disease by a consultant neurologist. There must be **permanent** clinical impairment of motor function.

Multiple sclerosis

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

Open heart surgery

The undergoing of open heart surgery on the advice of a consultant cardiologist to correct a structural abnormality of the heart.

Paralysis of limbs

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

Progressive supranuclear palsy

Confirmation by a consultant neurologist of a definite diagnosis of progressive supranuclear palsy.

There must be **permanent** clinical impairment of all of the following:

- motor function
- eye movement disorder; and
- postural instability

Respiratory failure

Confirmation by a consultant physician of severe lung disease which is evidenced by all of the following:

- the need for continuous daily oxygen therapy on a permanent basis
- evidence that oxygen therapy has been required for a minimum period of six months
- FEV1 being less than 40 percent of normal;
 and
- vital capacity less than 50 percent of normal

Stroke

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

The following are not covered:

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

Systemic lupus erythematosus

A definite diagnosis of systemic lupus erythematosus (SLE) by a consultant rheumatologist where either of the following are also present:

Severe kidney involvement with SLE as evidenced by;

- permanent impaired renal function with a measured glomerular filtration rate (GFR) below 30 ml/ min/1.73m2 and
- abnormal urinalysis showing proteinuria or haematuria

OR

Severe Central Nervous System (CNS) involvement with SLE resulting in any one of the following symptoms, which must be present on clinical examination and expected to last for the remainder of the **child's** life:

- paralysis
- localised weakness
- dysarthria (difficulty with speech)
- aphasia (inability to speak)
- dysphagia (difficulty in swallowing)
- difficulty in walking

- lack of coordination
- severe dementia where the child needs constant supervision, or
- permanent coma

For the purposes of this definition - seizures, headaches, fatigue, lethargy or any symptoms of psychological or psychiatric origin will not be accepted as evidence of **permanent** deficit of the neurological system.

For the avoidance of doubt - all other forms of SLE are specifically excluded from the cover provided by this policy.

Third degree burns

Burns that involve damage or destruction of the skin to its full depth through to the underlying tissue and covering at least 20 percent of the body's surface area or 50 percent loss of surface area of the face which for the purposes of this definition includes the forehead and ears.

Traumatic head injury

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

Hospital in-patient benefit

We will pay the amount set out in this section as hospital in-patient benefit. As long as **you** are not receiving the **benefit**, **we** will pay one thirtieth of the **registration benefit** at the **commencement date** subject to a maximum of £200 per night:

- for each night you are admitted as an in-patient in hospital during your membership as a direct result of an illness or injury which arises during your membership, and
- where your period of hospital confinement is for a minimum period of six consecutive nights for each hospital admission.

We will only pay the hospital in-patient benefit for the period from and including the first night of **your hospital** confinement up to an overall maximum of 90 nights during the lifetime of **your membership** up to:

- the last night of confinement in **hospital**; or
- the date of expiry of the **deferred period**; or
- the 91st night of confinement in **hospital**; or
- the date of death : or
- the expiry date.

Hospital in-patient treatment must be provided by and the overall responsibility must rest with a **consultant** and take place in a **hospital**.

Trauma benefit

We will pay the lower of six registration benefit payments or £40,000 if during your membership you suffer from one of the illnesses or conditions set out below. We will pay the amount set out in this section as the trauma benefit to you, subject to you complying with the requirements and obligations set out in the 'How to make a claim' section, unless your claim is excluded under the circumstances listed in the 'What you are not covered for' section.

Blindness

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.

Deafness

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

Loss of hands or feet

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

Loss of independence

The total and **permanent** loss of the ability to perform routinely at least three of the specified six 'activities of daily living' without the continual assistance of someone else, even with the use of special devices or equipment.

The following are activities of daily living;

- washing this means being able to wash and bathe unaided, including getting into and out of the bath or shower.
- dressing this means being able to put on, take off, secure and unfasten all necessary items of clothing.
- feeding this means being able to eat pre-prepared foods unaided.
- continence this means being able to control bowel or bladder functions, whether with or without the use of protective undergarments and surgical appliances.
- moving this means being able to move from one room to another on level surfaces.
- transferring this means being able to get on and off the toilet, in and out of bed and move from a bed to an upright chair or wheelchair and back again.

Loss of speech

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

Paralysis of limbs

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

Trauma benefit is payable in addition to the **benefit you** have under **your membership**.

What you are not covered for

What you are not covered for

We will not pay the **benefit**, the child-carer benefit, hospital in-patient benefit, trauma benefit or fracture cover benefit to **you** in any of the following circumstances:

- where your claim is excluded by any special condition
- where we reasonably consider that you
 have misled us (intentionally or carelessly)
 by either giving us false information or by
 keeping relevant information from us
 relating to your membership or claim
- where your incapacity is caused or arose, in whole or in part. directly or indirectly, from any illness or injury relating to or occurring during a period of residence of more than 13 weeks in any 12 month period outside the countries

Additional terms apply to fracture cover benefit and are found in the 'Additional options' section.

During any periods that **you** are permanently or temporarily resident outside the **countries**, the only **benefit we** will pay to **you** will be for the three month period following the end of the **deferred period** provided that **you** are **incapacitated** for the whole of that period.

Additional terms apply to hospital in-patient benefit and trauma benefit, and are found in the 'What you are covered for' section.

We will not pay child-carer benefit in the additional following circumstances:

- if the child is over 18 years of age when they are diagnosed with one of the conditions or undergo one of the operations as described in the 'What you are covered for' section
- if symptoms first arose before:
 - the commencement date
 - the **child** reaching the age of 30 days
 - your legal adoption or legal guardianship of the child
- if the condition is brought about by intentional harm inflicted on the eligible child by you
- if the condition occurs during any periods that your child is permanently or temporarily resident outside the countries
- if the child dies before 14 days following diagnosis of the illness

How long will your benefit continue

How long will your benefit continue

The **benefit** is payable from the end of the **deferred period** monthly in arrears until the first of the following to occur:

- incapacity ceases
- expiry date
- your death
- after we have paid the limited benefit period if you have chosen the limited benefit period option.

During any period when **you** are **incapacitated**, **you** must tell **us** as soon as practicable if **you** receive any **continuing earnings** or **continuing benefits**. If **you** fail to do so **we** may end **your membership**.

In addition to any other recoveries **we** are entitled to make, if **we** are entitled to reduce the **benefit we** pay to **you** in any month as the result of any **continuing earnings** or **continuing benefits**, but **we** do not do so in that month, **we** can reduce any future monthly payment of the **benefit** to **you** by the amount **we** were entitled to for that month.

Incapacity/incapacitated

Incapacity/incapacitated

Different definitions of **incapacity** or **incapacitated** apply depending on whether **you** are in a **paid occupation** or not. Please refer to **your registration certificate** for **your** 'occupation definition'.

In paid occupation

If the illness or injury to which **your** claim relates occurred whilst **you** were in **paid occupation** and if the 'suited' 'occupation definition' does not apply, **we** will treat **you** as being **incapacitated** if, and for as long as, **you** are unable, because of illness or injury to perform the **material and substantial duties** of **your** own occupation and **you** are not carrying out any other occupation.

Your own occupation means the paid occupation at the time of commencement of the membership and that you were carrying out at the time your illness or injury occurred.

If your registration certificate shows that the 'suited' 'occupation definition' applies, we will treat you as being incapacitated if, and for as long as, you are unable, because of illness or injury to perform the material and substantial duties of your own occupation and the material and substantial duties of any occupation to which you are reasonably suited as a result of your education, training or experience and you are not carrying out any other occupation.

Not in paid occupation – Houseperson's benefit

If the illness or injury to which **your** claim relates occurred whilst **you** were not in **paid occupation**, **we** will treat **you** as being **incapacitated** if, and for as long as, **you** are normally and routinely unable, because of illness, to perform two of the following five activities without the continual assistance of another person and/or with the use of appropriate assistive or corrective aids or appliances.

- walking able to walk 200 metres on the flat without having to stop
- bending able to get into or out of a standard saloon car and able to bend or kneel to pick up something from the floor and straighten up
- communicating able to answer the telephone and take a message
- reading having the eyesight required to be able to read a daily newspaper
- writing having the physical ability to write legibly using a pen or pencil

Changes to your membership

Changes to your membership

You can make various changes to your membership.

At any time **you** may write and ask **us** to change the terms of **your membership**. **We** will consider **your** request at **our** discretion. If **you** ask **us** to increase the **registration benefit you** have, **we** can ask **you** to give **us** extra medical, financial or other information to allow **us** to consider **your** request.

If **we** accept **your** request, **we** will provide the increase either:

- under a new membership governed by the terms and conditions we apply at the time; or
- as an increase under your membership

Any increase in the **registration benefit** will increase **your** premiums. **Your** premiums will increase by the cost of providing the extra **registration benefit**, based on **your** age and **our** premium rates at the time of the increase.

The **benefit** including any increase cannot exceed the following:

- the agreed percentage up to a maximum of £12,500 per month
- £1,300 per month for **houseperson's** benefit

You may want to increase the **registration benefit** due to the following events:

- you are employed and have been promoted by your current employer or started a new job with a different employer, and your salary has increased since the commencement date
- you get married or become a civil partner
- you have a child or adopt a child or become the legal guardian of a child
- you take out a larger mortgage due to moving house or undertaking home improvements
- you become solely responsible for a previously joint mortgage following a separation

In these circumstances, **we** will provide the increase to the **registration benefit** without **you** providing extra medical evidence, subject to all of the following:

- you write to us to ask for the increase within three months of the event
- you supply written evidence to us related to your reason for the increase, for example; a letter from your employer with details of your salary increase, a copy of your mortgage offer, your child's birth certificate / adoption papers, your marriage / civil partnership certificates as appropriate

- the total increase in the registration
 benefit under this option is not more than:
 - 50 percent of the registration benefit on the commencement date; or
 - 50 percent of the amount of the increase in your salary; or
 - £9,000 per annum whichever is the lower
 - the percentage increase in the registration benefit requested is not more than the percentage increase in your salary
- we still offer this type of membership at the time you ask for the increase in the registration benefit
- you are under 55 years of age at the time
 we receive your request for the increase
- when we accepted your initial application for cover we did not apply premiums above our standard rates at that time or any special conditions to your membership (if you were not accepted at standard rates this information will be in the terms you received before you accepted the cover. If you do not have this information to hand, please contact us)
- the increase is provided under a new membership governed by the terms and conditions (excluding any option to increase the registration benefit) that we apply when you ask for the increase or, at our option, as an increase to the registration benefit under your membership

- the amount by which your premiums will increase for the increased registration benefit is greater than the minimum premium for this type of membership at the time you ask for the increase
- you may only increase the registration benefit three times
- any increase due to a change made is based on the original registration benefit at the commencement of the original membership
- no changes to the benefit payable under your membership will be applicable for an incapacity that arises prior to either a request for a change being made or the circumstances of the change
- the increased registration benefit is not more than the maximum benefit
- the increased registration benefit does not exceed the agreed percentage

Limited benefit option

If your registration certificate shows you have a limited benefit period and you have not submitted a claim during the first three years of your membership and you are not currently claiming under your membership, you may apply to us to transfer your membership to a membership without a limited benefit period.

If you make such an application, we will ask you to complete a declaration of health and we may request further medical evidence as a result. We may then agree to transfer your membership to a membership without a limited benefit period. If we do so, your membership shall continue on the same terms other than with regard to your premiums and any special conditions which we may apply and these will be shown on your new registration certificate.

Premium options

Premium options

Paying your premium

You must pay your premium in advance throughout your membership (except whilst you are receiving the benefit). The amount you must pay, and how often, are shown on your registration certificate and any endorsements to it.

If **you** cannot pay **your** premium, contact **us** immediately.

Changing premium

This section explains how **your** premium may change (except for yearly increases if **we** have provided an indexation option – see the 'Additional options' section).

Whenever **we** change **your** premium **we** will write to tell **you** about this at least 60 days before the date the changes take effect.

We may increase your premium if any change in law or taxation increases the cost to us of providing cover under your membership by writing to tell you. In these circumstances, the increase in your premium will be limited to the amount necessary to cover the increase in cost to us of providing cover.

Your membership is subject to the payment of a monthly plan fee, which we collect as part of your premium. If you have more than one Friends Life flexible financial protection membership we will only charge you a plan fee with your premium on one membership.

If any other Friends Life flexible financial protection membership **you** have ends (for any reason) **we** have the right to increase the premium on **your membership**. **We** will only increase the premium by the amount of any plan fee forming part of the premium of the membership which has ended.

Your registration certificate will show whether your premium option is 'guaranteed' or 'reviewable'. The effect of these different options is explained below.

Guaranteed premium

- if your premium option is guaranteed, your premium will remain the same for the term of the membership unless:
 - we increase your guaranteed premium as set out above
 - if the **benefit** is increased, for example,
 if an indexation option is selected

Reviewable premium

- if your premium option is reviewable, we may increase or decrease your premiums on the fifth anniversary of the commencement date and at the end of every following five year period
- When we decide what premium we charge under this option, we make assumptions about the future level of inflation, claim costs, expenses, lapses, investment returns, taxes and levies. When we review your premium under this option, we consider if the combined effect of these factors is better or worse than we had assumed and if, as a result, the cost of the cover needs to account for this. We may, as a result, increase or reduce your premium by the amount we reasonably believe is necessary
- If your premium needs to increase, you can tell us to keep the premium the same and reduce the amount of benefit instead.
 Alternatively, you can cancel the membership and stop paying premium altogether

How to make a claim

How to make a claim

If **you** wish to make a claim in relation to **your membership**, please contact **us** at:

Friends Life Individual Protection – Claims department
The Core
40 St Thomas Street
Bristol

Or telephone us on 0845 600 3122*.

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You must make your claim as soon as you reasonably can and contact us either in writing or by telephone. You should continue to pay your premium until we have confirmed your claim has been accepted.

To ensure **we** are able to process **your** claim, wherever possible, please contact **us** within the following timescales, based on the **deferred period** as shown on **your registration certificate**.

Deferred period	Notification period
1 month	within 2 weeks of incapacity
2 months	within 3 weeks of incapacity
3 months	within 4 weeks of incapacity
6 months	within 4 weeks of incapacity
12 months	within 4 weeks of incapacity
24 months	within 4 weeks of incapacity

If you do not contact us within the above time periods, we reserve the right to treat the deferred period as not having started until the date on which notification is received. Where notification of incapacity is received more than 90 days after the end of the deferred period, and it was reasonably practicable for you to have done so, then no benefit may be payable.

We will not pay any benefit until the end of the deferred period.

During the course of making **your** claim, if **you** provide **us** with false information or **you** keep relevant information from **us**, then **we** may end **your membership**.

Once **you** have notified **us** of a claim, **you** must contact **us** immediately if **you** subsequently recover from **your** illness or injury such that **you** are no longer **incapacitated**.

When initially notifying **us** of a claim, **you** will need to provide **us** with the following information:

- the registration number under which you are making a claim, this can be found on the registration certificate. However if you cannot locate this, we will be able to assist but will need to know:
 - your name, your date of birth and your address

^{*}Calls may be recorded and may be monitored.

- the nature of the incapacity, the date it commenced and if applicable, the date you were first absent from your paid occupation
- if claiming for child-cover benefit, fracture cover benefit, hospital in-patient benefit or trauma benefit;
 - details of any illness or injury your child suffers; or
 - details of your fracture
 - details of **your** hospital stay
 - details of any illness or injury you suffer if you are claiming for trauma benefit
- if you wish us to deal with a third party on your behalf, then please provide full contact details

Once **we** have all this information, **we** will be able to confirm that a claim can be submitted to **us** to consider and **we** will then forward a claim form, reply paid envelope and a short aid detailing the next steps required for the claim to be assessed. **We** may also contact **you** by telephone to obtain more information regarding **your** circumstances.

You must return the claim form to **us** giving **us** any written information or proof **we** reasonably require to establish **your** claim.

In certain instances, **we** may ask for a **claims visitor** to visit to assist **you** in completing the claim form. The visit will be arranged at a mutually convenient time, and the **claims visitor** will have a letter of introduction from

Friends Life Individual Protection together with proof of identity. On rare occasions, visits may occur unannounced.

We may also ask for the following evidence, in connection with **your** claim, including but not limited to:

- your age
- a medical report and/or medical records
- your earnings for the 12 months immediately prior to your incapacity
- your occupation and the duties involved (unless you are claiming under the houseperson's benefit)
- a certificate for your hospital stay of six consecutive nights or more

In order to establish that **you** have an **incapacity**, **we** may require that **you** undergo an independent medical assessment. **We** will pay for the cost of this assessment. If **you** are outside the **countries**, **we** may require that **you** return to the **UK** to fulfil this request. However, **we** will not pay **you** for any expenses incurred returning to the **UK**.

You must ensure that any action we require from you, including, without limit, consent to provide medical forms and attendance at a medical examination is provided. If you fail to comply with any reasonable request we may delay or suspend payment of any benefits.

During **your** claim **we** may ask **you** to provide **us** with continued evidence to support **your** claim. **We** may request further evidence

similar to that **we** might obtain when **we** initially assessed **your** claim. Again, **we** will pay for reports and evidence that **we** request.

We will also consider any medical reports or additional information that **you** wish to provide in support of **your** claim.

If **you** do not provide **us** with any information that **we** believe to be reasonable to support **your** continued claim, **we** may cease payments.

Child-carer benefit

If you wish to make a claim under the child-carer benefit, you should contact us within 12 months of your child's diagnosis of one of the specified illnesses. We will issue a claim form as well as confirming our requirements, and we may require the child to be independently assessed.

Where **we** accept a claim under the childcarer benefit, **we** will pay the child-carer benefit as described in 'What you are covered for' section of this **handbook**. **Your membership** will then continue and be otherwise unaffected

You need to continue to pay **your** premium if **you** receive the child-carer benefit.

Payment of benefit

When **we** have admitted **your** claim, **we** will pay **your benefit** monthly in arrears. The first payment will usually be made one month after the end of the **deferred period**. Unless otherwise agreed by **us**, **we** will make regular payments electronically.

Ongoing review

Whilst a claim is in progress, if there is a change to the amount of **continuing earnings**, or **continuing benefits you** receive, **we** may alter the amount of **benefit we** pay to **you** in the future (excluding any **benefits in kind**).

If **you** have additional income from other insurance policies or **you** are in receipt of income as a consequence of **your incapacity**, this will also be taken into account when determining the **maximum benefit** payable to **you**.

Premium waiver

We will waive **your** premium for any period whilst **you** are receiving the **benefit**.

If you are incapacitated, we will waive your premium three months after your diagnosis or incident if your deferred period is three months or more until you are no longer incapacitated but we may not if you do not advise us of your incapacity within three months of the diagnosis or incident.

If your deferred period is one month then we will waive your premium after one month of the diagnosis or incident; and if your deferred period is two months then we will waive the premium after two months. This will apply until you are no longer incapacitated.

Subrogation

We retain our rights of subrogation over any claim you have against a third party for the cause of your incapacity. You must notify us if you take any action against a third party and/or before any claim is settled.

Your right to cancellation

Your right to cancellation

You have the right to cancel the membership and have any premium paid refunded if you cancel within the 30 day period from the date you receive your registration certificate and this handbook.

Confirmation of **your** request to cancel should be in writing sent by post to the contact details below.

Once **we** have been notified of **your** request to cancel (within the 30 day period) **we** will refund any premium that **you** have paid to **us**.

If you wish to cancel your membership at any other time, please write to us at the address shown below.

Friends Life Individual Protection The Core 40 St Thomas Street Bristol BS1 6JX Tel: 0845 600 3122*

We will write to you to confirm the cancellation of your membership.

Please note that outside of the initial 30 day cancellation period:

no refund of premium will be due unless
you have paid an annual premium and you
cancel your cover before the next premium
is due, in which case, we will give you a
pro-rata refund but we will deduct the
discount you would have received in that
year for paying an annual premium

Please note that Friends Life Individual

Protection contracts have no surrender value.

^{*}Calls may be recorded and may be monitored.

General information

General information

Changes to your registration certificate

If we need to change any details on your registration certificate, or add new details to it, we will send you a new registration certificate or endorsement providing the most up to date details of your membership and will replace any earlier registration certificate (including any endorsements to it). Your registration certificate will show the date on which it replaced the earlier registration certificate.

Surrendering your membership

You membership has no surrender value. You will not receive any benefits or refund of premium when your membership ends.

Changes to your membership

Only we can make any changes to your membership, (in accordance with our rights under your membership), confirm any changes you have asked for or decide not to enforce any of our rights. Any change to your membership will come into force only when confirmed by us in writing.

If **we** ever decide not to enforce **our** legal rights, this does not prevent **us** from enforcing those rights in the future.

Information you must give us

If **you** change **your** address, **you** must write to tell **us** as soon as reasonably possible.

You must notify **us** within six months of the date **you** cease to have a **paid occupation**.

You must notify us if you begin to receive regular pension payments after your membership commenced.

You must notify **us** if **you** receive income from any **paid occupation** or occupations during any period of **incapacity**.

Written communication

We will send any letters to **you** to the address **you** last gave **us**. If **you** change address **you** must always contact **us** and tell **us**.

If **you** write to **us**, **you** must send that letter to:
Friends Life Individual Protection
The Core
40 St Thomas Street
Bristol
BS1 6 IX

You can also personally deliver **your** letter to this address

If **we** change this address **we** will write to **you** with details of where **you** should write to **us**.

You and **we** can assume that a letter has been received:

- on the day after it was personally delivered;
- three days after it was sent by first class post; or

Applicable law

Your membership is governed by English law. Any dispute that **you** and **we** cannot settle will be dealt with exclusively by the courts in England.

Getting in touch

Getting in touch

Our helpline is always the first number to call if **you** need help or support or if **you** have any comments or complaints. Please call **us** on 0845 600 3122*.

Alternatively, **you** can write to **us** at:
Friends Life Individual Protection
The Core
40 St Thomas Street,
Bristol
BS1 6JX.

Making a complaint

If **you** have not been able to resolve a problem and **you** wish to take **your** complaint further, please write to Customer Relations at the address above.

It is rare that **we** cannot settle a complaint, but if this does happen, **you** may refer **your** complaint to the Financial Ombudsman Services. **You** can write to them at:

South Quay Plaza 183 Marsh Wall London F14 9SR

www.financial-ombudsman.org.uk

Or call them on their consumer helpline on 0800 023 4567 (free if **you** call from a landline) or 0300 123 9123 (free if **you** call from a mobile phone).

Please let **us** know if **you** want a full copy of **our** complaints procedure.

If something has gone wrong, **we** want to do everything **we** can to put it right. But none of these procedures affect **your** legal rights.

The Financial Services Compensation Scheme (FSCS)

In the unlikely event that **we** cannot meet **our** financial obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme. This will depend on the type of business and the circumstances of **your** claim. The FSCS may arrange to transfer **your membership** to another insurer, provide a new policy or, where appropriate, provide compensation.

Further information about compensation scheme arrangements is available from the FSCS on 020 7892 7300 or on its website www.fscs.org.uk.

^{*}Calls may be recorded and may be monitored.

For more information, please contact us on:



Friends Life Individual Protection, The Core, 40 St Thomas Street, Bristol, BS1 6JX

[†]Calls may be recorded and may be monitored

Friends Life Limited is authorised and regulated by the Financial Services Authority, register number 196142.

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