Friends Provident International

Policy Conditions

Life or Earlier Critical Illness Cover or Critical Illness Cover

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Policy conditions reference: **IPMEC20**

Part 1: Policy Provisions

1 Introduction

1.1 About your International Protector Middle East plan

This document sets out the **policy** terms and conditions for Life or Earlier Critical Illness Cover and Critical Illness Cover available through the International Protector Middle East plan.

International Protector Middle East is identified by a unique plan reference number and consists of one or more separate and independent **policies**. The plan reference number is displayed on your **policy schedule**.

Each **policy** is a legal contract between you and Friends Provident International Limited.

The completed application form, **policy conditions**, **policy schedule** and any **endorsement** issued by Friends Provident International Limited shall be deemed to be incorporated into each **policy**.

Please read the **policy conditions** and each **policy schedule** carefully. You should keep them in a safe place as they will be needed if you claim under your plan.

The **policy** is issued in the Isle of Man.

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

You and **your**
The **policyholder**

We, **us** and **our**
Friends Provident International Limited

1.3 Definitions we use in this document

Various expressions used in this document are in **bold**. The meaning of each expression is shown below.

Effective date of the policy

The date we show in a **policy schedule** from which **premiums** are payable. It may be before the **risk date**. We also use it to determine when **policy years** begin and the **policy term** ends.

Endorsement

Any document issued by us which alters the **policy conditions** or part(s) of the **policy conditions**.

Expiry date

The date we show in a **policy schedule** which is the latest date on which a **policy** can end. We work this out by adding the **policy term** to the **effective date of the policy**.

HIV: Human Immunodeficiency Virus

This is a viral infection caused by the Human Immunodeficiency Virus that gradually destroys the immune system.

Initial sum assured

This is the amount of cover you chose at the start of your decreasing cover **policy**, as shown in the **policy schedule**.

Life assured

This is a person whose life is covered by a **policy**. We show the life or lives assured for each **policy** in the **policy schedule**.

Policy

The legal contract detailed in a **policy schedule**, these **policy conditions** and any **endorsements** issued by us.

Policyholder

This is the owner or owners of a **policy**. The **policyholder** at outset is the applicant(s) shown in a **policy schedule** or trustees if the **policy** is written under trust.

Policy conditions

The terms and conditions set out in this document.

Policy schedule

The document that makes the **policy conditions** personal to you and sets out the cover we provide for each **policy**, what it costs and how long it lasts.

Policy term

The number of years from the **effective date of the policy** until the **expiry date**.

Policy year

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

Premium

The amount we show in a **policy schedule** that you must pay to us throughout the **policy term**.

Premium review date

The date on which any change to your **policy** as a result of a **premium** review will take effect. This will normally be the 5th anniversary of the **effective date of the policy** and every 5 years on the anniversary of the **effective date of the policy** thereafter.

Renewal dates

The dates we show in a **policy schedule** on which you must pay us the **premium**.

Risk date

The date we show in a **policy schedule** when your cover and benefits actually start.

Sum assured

The amount we show in a **policy schedule** which is the amount we will pay in the event of a claim under the **policy** being admitted by us. The actual **sum assured** of your **policy** at any point during the **policy term** may differ from the amount shown in the **policy schedule** as a result of any of the following (where applicable):

- Any request you make to us to reduce your **sum assured**;
- **Premium** reviews (condition 3.2 of this booklet);
- If your **policy** is a decreasing cover **policy** (conditions 4.3, 6.4 and 8 of this booklet).

2 Start and end of cover

2.1 **Start of cover**

Cover starts under a **policy** on its **risk date**.

2.2 **End of cover**

2.2.1 Subject to condition 2.2.2:

Life Cover will end on the **expiry date**.

Terminal Illness Benefit will end 18 months before the **expiry date**.

Critical Illness and Disability Benefit will end on the **expiry date** or on the **life assured's** 70th birthday if earlier.

Parts of Critical Illness and Disability Benefit will end earlier. Under condition 6.6 these are:

- Alzheimer's disease or dementia before age 65
- Chronic organic brain disease before age 65
- Impairment of daily activities through **permanent** disability before age 65
- Parkinson's disease before age 65

Children's Critical Illness and Disability Benefit will end on the earlier of:

- the **expiry date**, or;
- the **life assured's** 70th birthday, or;
- the **child's** 18th birthday, or;
- the third claim made under this benefit

2.2.2 All cover under a **policy** will end earlier if:

- you do not pay a **premium** (condition 3.3);
- you stop a **policy** (condition 10);
- we exercise our right to cancel a **policy** (condition 11);
- we cancel a **policy** due to misstated age (condition 14.5.2);
- 'Life or Earlier Critical Illness Cover – Level' or 'Life or Earlier Critical Illness Cover – Decreasing' are shown in the **policy schedule** and a **life assured** dies;
- 'Critical Illness Cover – Level' and two lives assured are shown in the **policy schedule** and both lives assured die;
- we agree to pay a claim for any benefit that pays the **sum assured** of the **policy**.

3 Premiums

3.1 **Payment of premiums**

3.1.1 **Premiums** are payable as shown in your **policy schedule**.

3.1.2 Annual **premiums** are due on the **effective date of the policy** and on the **renewal date** after that. Monthly **premiums** are due monthly commencing on the **effective date of the policy**. One calendar month is given for payment of **premiums**.

3.2 **Premium reviews**

3.2.1 We may change the amount of **premium** under the **policy** on any **premium review date**.

3.2.2 The **premium review dates** will be:

- the fifth anniversary of the **effective date of the policy**, and then
- every 5 years, on the anniversary of the **effective date of the policy**, after that.

If **premiums** are unpaid at a **premium review date** and your cover is later restarted under condition 3.3, we will review the **premium** on the date the cover restarts. The **premium** review will be effective from the **premium review date**.

3.2.3 **Premium** reviews will take into account our view of the following assumptions:

- future claims;
- future investment returns on **premium** income;
- the number of **policyholders** who stop their policies early;
- inflation;
- taxation;
- legislation;
- the amount of money we are required to hold as financial reserves which we set aside for future claims; and
- the amount of money we are required to pay to reinsurance companies, who we share the cost of providing cover and settling claims with, in respect of the assumptions shown in this condition.

3.2.4 At each review, we will compare our view of the assumptions at the time of the review with our view of assumptions at the previous review (or at the **effective date of the policy** if there has not been a previous review). When making the comparison, we will use a fair and reasonable method of calculating any change in **premium**.

Following the review, we may decide that a higher or lower **premium** will be needed to keep the same **sum assured**.

Any change in **premium** will not depend on a **life assured's** individual circumstances, such as their health, at the time of a review.

3.2.5 Advising you of any changes

We will advise you if it is necessary to change the amount of **premium** at least 30 days before the **premium review date**. If it is necessary to increase the **premium** to keep the current **sum assured**, we will also tell you the amount of the **sum assured** we could offer if you continue to pay the current **premium**.

3.2.6 Carrying out changes

The amount of **premium** will be changed to the amount needed to keep the current **sum assured** with effect from the **premium review date** unless:

- the **premium** is to be increased; and
- we receive a written request from you, at least 14 days before the **premium review date**, to keep the current **premium** and reduce the **sum assured**.

You will need to change your payment to us to ensure the required level of **premium** is being paid. If you do not change your payment to us and the required level of **premium** remains unpaid after one calendar month, the **policy** will immediately end.

3.3 **Non-payment of premiums**

3.3.1 If any **premium** stays unpaid after one calendar month, the **policy** will immediately end.

3.3.2 If the cover ends for this reason, you can apply to us within the following 6 months to restart the cover. We will need satisfactory evidence of the **life assured's** state of health and any other factors affecting the insurance risk. We will write to tell you if we can restart cover. If we decide to offer the cover on different terms to those we originally offered, which may include an increase in **premiums** and/or an exclusion, we will need to receive your signed acceptance of those terms before we restart the cover.

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

3.3.3 If **premiums** are unpaid at a **premium review date** (as defined in condition 3.2.2) we will review the level of the **premium** (as detailed in condition 3.2.4) before we restart the cover. The **premium** review will be effective from the **premium review date**. We will advise you of any change in **premium** before restarting the cover.

4 Life Cover

This benefit only applies if we show 'Life or Earlier Critical Illness Cover – Level' or 'Life or Earlier Critical Illness Cover – Decreasing' in the **policy schedule**.

4.1 **Benefit**

4.1.1 If we name two lives assured in the **policy schedule** then **life assured** means the first of them to die.

4.1.2 Life Cover pays out (see conditions 4.2 and 4.3) if the **life assured** dies:

- after the **risk date**; and
- on or before the **expiry date**;

as long as:

- the requirements of conditions 4.4 and 9 are met;
- none of the exclusions in condition 4.1.3 apply;
- we are not entitled to cancel the **policy** under conditions 14.5.2 or 11;
- the **policy** has not ended for any other reason.

4.1.3 **Exclusions**

You will have no right to benefit if a Life Cover claim is directly or indirectly due to any of the following:

- a **life assured's** active participation in war (whether declared or not), civil war, insurrection, riot, terrorist act, mutiny, piracy, civil commotion or other acts of violence originating from any political or civil unrest;
- any breach of criminal law by the **policyholder** or **life assured**;
- a **life assured's** suicide or attempted suicide, whether sane or insane, within two years of the **risk date** or subsequent restart of the **policy**;
- an act of terrorism involving biological, chemical or nuclear explosion, pollution, contamination and/or fire following thereon.

4.2 **Level cover**

4.2.1 If we show 'Life or Earlier Critical Illness Cover – Level' in the **policy schedule**, the amount of life cover is the **sum assured**, subject to condition 4.2.2.

4.2.2 If following a **premium** review, as defined in condition 3.2:

- we advise you of an increase in **premium** as a result of the review; and
- you choose to continue paying the previous amount;

then the **sum assured** will be reduced proportionately.

We will send a confirmation letter to you telling you the amount of the reduced **sum assured**.

4.3 **Decreasing cover**

4.3.1 If we show 'Life or Earlier Critical Illness Cover – Decreasing' in the **policy schedule**, the amount of life cover is the **sum assured**, subject to condition 4.4.2. It will decrease at the interest rate shown in the **policy schedule**, with the **sum assured** at each anniversary shown in the **policy schedule.**

The **sum assured** will be calculated by us in the event of a valid claim arising between **policy** anniversaries.

4.3.2 If following a **premium** review, as defined in condition 3.2:

- we advise you of an increase in **premium** as a result of the review; and
- you choose to continue paying the previous amount;

then the **sum assured** will be reduced proportionately.

We will send a confirmation letter to you telling you the amount of the reduced **sum assured**.

4.4 Claims and notification

4.4.1 We must be notified within three months of the date of death, or within a longer period if we are satisfied that circumstances are such as to prevent notification being given.

Failure to do so may result in the claim being rejected.

4.4.2 We will issue a claim form. This must be completed and returned to us within one month of its date of issue. We will only pay the benefit if and when we are satisfied that the claim is valid.

Failure to do so may result in the claim being rejected.

4.4.3 The evidence we need to assess a claim may include:

- an original death certificate;
- a post mortem/coroner's report;
- a police report into the circumstances of the death where appropriate;
- medical report(s) from the deceased's doctor(s);
- the deceased's medical records.

4.4.4 In order to assess a claim we reserve the right to ask the claimant to provide, at their own expense, more documents or evidence that we reasonably deem appropriate.

4.4.5 Further information relating to the payment of claims can be found in condition 9.

4.5 Termination of policy

If we pay the **sum assured** the **policy** will end and no other benefit will be payable under that **policy**.

5 Terminal Illness Benefit

This benefit only applies if we show 'Life or Earlier Critical Illness – Level' or 'Life or Earlier Critical Illness – Decreasing' in the **policy schedule**.

5.1 Definitions which apply to Terminal Illness Benefit

5.1.1 **Terminal illness** means an advanced or rapidly progressing incurable illness where two independent medical consultants and our Chief Medical Officer believe the **life assured's** life expectancy to be no greater than 12 months.

5.1.2 If we name two lives assured in the **policy schedule** then **life assured** will mean the first of them to be diagnosed as contracting or suffering from a **terminal illness**.

5.2 Benefit

5.2.1 Terminal Illness Benefit pays out (see condition 5.2.2) if the **life assured** is first diagnosed with, or is suffering from, a **terminal illness**:

- after the **risk date**; and
- at least 18 months before the **expiry date**:

as long as:

- the requirements of conditions 5.3 and 9 are met
- none of the exclusions in condition 5.2.3 apply
- we are not entitled to cancel the **policy** under conditions 14.5.2 or 11.
- the **policy** has not ended for any other reason.

5.2.2 The amount of Terminal Illness Benefit will be the **sum assured** payable if the **life assured** had died on the date we receive evidence satisfactory to us of the diagnosis of a **terminal illness**.

5.2.3 Exclusions

You will have no right to benefit if a Terminal Illness Benefit claim is directly or indirectly due to any of the following:

- a **life assured's** active participation in war (whether declared or not), civil war, insurrection, riot, terrorist act, mutiny, piracy, civil commotion or other acts of violence originating from any political or civil unrest;
- any breach of criminal law by the **policyholder** or **life assured**;
- a **life assured's** suicide or attempted suicide, whether sane or insane, within two years of the **risk date** or subsequent restart of the **policy**;

- an act of terrorism involving biological, chemical or nuclear explosion, pollution, contamination and/or fire following thereon.

5.3 **Claims and notification**

5.3.1 We must be notified within three months of the diagnosis of a **terminal illness**, or within a longer period if we are satisfied that the **terminal illness** is such as to prevent notification being given.

Failure to do so may result in your claim being rejected.

You must continue to pay **premiums** until we admit liability for any claim for Terminal Illness Benefit.

5.3.2 We will send you a claim form. You must complete and return this to us within one month of its date of issue. We will only pay the benefit if and when we are satisfied that the claim is valid.

Failure to do so may result in your claim being rejected.

5.3.3 The evidence we need to assess a claim may include:

- sight of the **life assured's** medical records;
- an examination of the **life assured** by a medical examiner we name;
- reports from the **life assured's** medical practitioners;
- any other medical tests or investigations of the **life assured** our Chief Medical Officer considers appropriate.

5.3.4 All diagnoses and medical opinions must be given by a medical specialist who: holds an appointment as a Consultant at a hospital; is accepted by our Chief Medical Officer; and whose specialty is appropriate to the cause of claim.

5.3.5 In order to assess a claim we reserve the right to ask the claimant to provide, at their own expense, more documents or evidence that we reasonably deem appropriate.

5.3.6 Further information relating to the payment of claims can be found in condition 9.

5.4 **Termination of policy**

If we pay the **sum assured** the **policy** will end and no other benefit will be payable under that **policy**.

6 Critical Illness and Disability Benefit

6.1 **Definitions which apply to Critical Illness and Disability Benefit**

6.1.1 If we name two lives assured in the **policy schedule** then **life assured** means the first of them to be diagnosed with or suffering from a **critical illness** or **disability**.

6.1.2 **Critical illness** or **disability** means one of the conditions set out in condition 6.6. We will not treat any other medical condition as a **critical illness** or **disability**.

6.1.3 In condition 6.6 the following definitions will apply:

- **Irreversible** means cannot be reasonably improved upon by medical treatment and/or surgical procedures used by reputable, State approved medical institutions at the time of the claim;
- **Permanent** means expected to last throughout the **life assured's** life, not just until the cover ends (condition 2.2) or the **life assured** retires;
- **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 lifetime of the **life assured**. Symptoms that are covered include numbness, hyperaesthesia (increased sensitivity), paralysis, localised weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty swallowing), visual impairment, difficulty in walking, lack of coordination, tremor, seizures, dementia, delirium and coma.

The following are not covered:

- an abnormality seen on a brain or other scans without definite related clinical symptoms
- neurological signs occurring without symptomatic abnormality for example brisk reflexes without other symptoms
- symptoms of psychological or psychiatric origin.

6.2 **Benefit**

6.2.1 Critical Illness and Disability Benefit pays out (see conditions 6.3 and 6.4) if the **life assured** is first diagnosed with or is suffering from a **critical illness** or **disability**:

- at least 90 days after the **risk date** or subsequent restart of the **policy**; and
- on or before the **expiry date**; and
- before the **life assured's** 70th birthday

as long as:

- the requirements of conditions 6.7 and 9 are met
- none of the exclusions in condition 6.2.2 apply
- we are not entitled to cancel the **policy** under conditions 14.5.2 or 11
- the **policy** has not ended for any other reason
- the **critical illness** or **disability** being claimed for is not one for which we limit cover to age 65. See condition 2.2.1; and
- if we show 'Critical Illness Cover - Level' in the **policy schedule**, the **life assured** survives for 28 days after the diagnosis.

6.2.2 **Exclusions**

You will have no right to benefit if a Critical Illness and Disability Benefit claim is directly or indirectly due to any of the following:

- a **life assured's** active participation in war (whether declared or not), civil war, insurrection, riot, terrorist act, mutiny, piracy, civil commotion or other acts of violence originating from any political or civil unrest;
- war (this means any form of war whether declared or not);
- any breach of criminal law by the **policyholder** or **life assured**;
- a **life assured's** attempted suicide, whether sane or insane, within two years of the **risk date** or subsequent restart of the **policy**;
- an act of terrorism involving biological, chemical or nuclear explosion, pollution, contamination and/or fire following thereon;
- intentional self-inflicted injury.

The following exclusion is only applicable to claims in respect of coma, impairment of daily activities through **permanent** disability before age 65, liver failure, Parkinson's disease before age 65 and severe mental illness:

You will have no right to benefit if a claim is directly or indirectly due to:

- alcohol, drug or chemical abuse.

This means inappropriate use of alcohol, drugs or other chemicals, including but not limited to the following:

- consuming too much alcohol;
- taking an overdose of drugs, whether lawfully prescribed or otherwise;
- taking controlled drugs otherwise than in accordance with a lawful prescription;
- solvent abuse.

The following exclusions are only applicable to impairment of daily activities through **permanent** disability before age 65:

You will have no right to benefit if a claim is directly or indirectly due to any of the following:

- mental or functional nervous disorders or any non-specific chronic viral infection or any chronic fatigue syndrome;
- **HIV** – the **life assured** carrying a human immunodeficiency type virus or antibodies to such a virus.

6.3 **Level cover**

6.3.1 If we show 'Life or Earlier Critical Illness Cover – Level' or 'Critical Illness Cover – Level' in the **policy schedule**, the amount of critical illness and disability benefit is the **sum assured**, subject to condition 6.3.2.

6.3.2 If following a **premium** review, as defined in condition 3.2:

- we advise you of an increase to your **premium** as a result of the review; and
- you choose to continue paying the previous amount;

then the **sum assured** will be reduced proportionately.

We will send a confirmation letter to you telling you the amount of the reduced **sum assured**.

6.4 **Decreasing cover**

6.4.1 If we show 'Life or Earlier Critical Illness Cover – Decreasing' in the **policy schedule**, the amount of critical illness and disability benefit is the **sum assured**, subject to condition 6.4.2. It will decrease at the interest rate shown in the **policy schedule**, with the **sum assured** at each anniversary shown in the **policy schedule.**

The **sum assured** will be calculated by us in the event of a valid claim arising between **policy** anniversaries.

6.4.2 If following a **premium** review, as defined in condition 3.2:

- we advise you of an increase to your **premium** as a result of the review; and
- you choose to continue paying the previous amount;

then the **sum assured** will be reduced proportionately.

We will send a confirmation letter to you telling you the amount of the reduced **sum assured**.

6.4.3 The amount of Critical Illness and Disability Benefit will be calculated on the date we receive satisfactory evidence of the diagnosis of a **critical illness** or **disability**.

6.5 **Nominal death benefit**

This benefit only applies if we show 'Critical Illness Cover – Level' in the **policy schedule**.

The nominal death benefit pays out the nominal death benefit amount shown in the **policy schedule** and is payable if the **life assured** dies:

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

In the event of payment being made, the **policy** shall cease if there is only one **life assured** shown in the **policy schedule** and no other benefit will be payable.

Where two lives assured are shown in the **policy schedule**, if one of the lives assured dies the nominal death benefit shown in the **policy schedule** will be payable and the **policy** may continue subject to a revised **premium**, at a level we deem reasonable.

In the event of the death of the surviving **life assured** during the **policy term** without a claim for any other benefit having successfully been made, a further payment of the nominal death benefit shown in the **policy schedule** will be payable. In the event of that payment being made the **policy** shall cease and no other benefit will be payable.

6.6 **Schedule of critical illnesses and disabilities**

1 Alzheimer's disease or dementia before age 65 – with permanent symptoms

The definite diagnosis before the **life assured's** 65th birthday of Alzheimer's disease or dementia by a Consultant Neurologist, Psychiatrist or Geriatrician. There must be **permanent** clinical impairment of the ability to do all of the following:

- remember;
- reason; and
- perceive, understand, express and give effect to ideas.

2 Aorta graft surgery – for disease or traumatic injury

The undergoing of surgery for disease or trauma to the aorta with excision and surgical replacement of a portion of the diseased or damaged aorta with a graft. The term aorta includes the thoracic and abdominal aorta but not its branches.

For the above definition, the following is not covered:

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

3 Aplastic anaemia – with permanent bone marrow failure

The 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.

4 Bacterial meningitis – with permanent symptoms

The definite diagnosis of Bacterial Meningitis which results in **permanent neurological deficit with persisting clinical symptoms**.

The neurological deficit must persist for more than 3 months following the date of diagnosis.

For the above definition, the following are not covered:

- other forms of meningitis, including viral meningitis.

5 Benign brain tumour – with permanent symptoms

A non-malignant tumour in the brain, cranial nerves or meninges within the skull resulting in **permanent neurological deficit with persisting clinical symptoms.**

The requirement for permanent neurological deficit with persisting clinical symptoms will be waived if the benign brain tumour is surgically removed by;

- Complete or incomplete surgical removal
- Stereotactic radiosurgery
- External beam radiation

If none of the treatment options are possible due to medical reasons, the tumour must cause a persistent neurological deficit which has been documented for at least 3 months following the date of diagnosis.

For the above definition, the following are not covered;

- Tumours in the pituitary gland
- Angiomas, cysts, granuloma, hamartoma or malformation of the arteries or veins of the brain.

6 Blindness – permanent and irreversible

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.

7 Cancer – excluding less advanced cases

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
  - CIN1-3
  - 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 T2N0M0.
- Any skin cancer other than malignant melanoma that has histologically classified as at least Clark's level 2 having caused invasion beyond the epidermis (outer layer of skin).
- Any papillary thyroid cancer less than 1cm in diameter and histologically described as T1N0M0.

8 Chronic organic brain disease before age 65 – permanent, with the need for full time care

Chronic organic brain disease diagnosed before the **life assured's** 65th birthday by a consultant neurologist or neuropsychiatrist with the use of appropriate examination and investigation or imaging techniques which results in;

- An impaired short term and long term memory (unable to retain and retrieve information) and;
- Being disorientated in time person and place, and;
- Impairment of the ability to make appropriate decisions.

The illness must affect the **life assured** to the extent that they will need care and supervision from another person to wash, dress and provide meals and medication for the rest of their life, irrespective of when the cover ends or when they retire. Without this there would be significant health and/or safety concerns.

The **life assured** must have required such care and supervision for a continuous period of 180 days for a claim to be considered. The company at its discretion may elect to pay the claim proceeds before the 180 day period concludes if there is unequivocal evidence of the **life assured's** need for care and supervision for the rest of their life with no possibility of improvement.

9 Coma – with permanent symptoms

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**; and
- is not an artificial (medically induced) coma for therapeutic reasons.

Exclusion:

- coma secondary to alcohol, drug or chemical abuse is excluded.

10 Coronary artery by-pass grafts – with surgery to divide the breastbone

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

11 Creutzfeldt-Jakob disease – with permanent symptoms

The definite diagnosis of Creutzfeldt-Jakob disease by a Consultant Neurologist. There must be **permanent** clinical impairment of both motor function and the ability to do the following:

- remember;
- reason; or
- perceive, understand, express and give effect to ideas.

12 Deafness – permanent and irreversible

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.

13 Encephalitis – with permanent symptoms

The definite diagnosis of Encephalitis by a Consultant Neurologist resulting in **permanent neurological deficit with persisting clinical symptoms**. The neurological deficit must persist for more than 3 months following the date of diagnosis.

14 Heart attack – of specified severity

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

- typical clinical symptoms (for example, characteristic chest pain)
- 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. This includes non ST elevation acute myocardial infarctions.

For the above definition, the following are not covered:

- other acute coronary syndromes including but not limited to angina.

15 Heart failure – of specified severity

A definite diagnosis of congestive heart failure by a Consultant Cardiologist. There must be clinical impairment of heart function resulting in the **permanent** loss of ability to perform physical activities to at least Class 3 of the New York Heart Association (NYHA) classification of functional capacity.

NYHA Class 3: Marked limitation of physical activities where less than ordinary activity causes fatigue, palpitation, breathlessness or chest pain.

16 Heart valve replacement or repair

The undergoing of surgery to replace or repair one or more defective heart valves. The following procedures are covered under this definition:

- Heart valve replacement or repair with full sternotomy (vertical division of the breastbone), partial sternotomy or thoracotomy
- Ross Procedure
- Catheter-based valvuloplasty
- Trans-catheter aortic valve implantation (TAVI)

The surgery must be determined to be medically necessary by a consultant cardiologist or cardiac surgeon and supported by echocardiogram or cardiac catheterization findings.

For the above definition, the following is not covered:

- Trans-catheter mitral valve clipping.

17 HIV infection – caught in a specified country from a blood transfusion, a physical assault or work in an eligible occupation

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 from the eligible occupations listed below after the **risk date** of the **policy** and satisfying all of the following:
  - the incident must have been reported to appropriate State and professional 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 10 days of the incident
- there must be a further **HIV** test within four months confirming the presence of **HIV** or antibodies to the virus
- the incident causing infection must have occurred in a **specified country**.

  Specified country shall mean any one of the following:

  Andorra, Australia, Austria, Bahrain, Belgium, Canada, Channel Islands, Cyprus, Denmark, Finland, France, Germany, Gibraltar, Greece, Isle of Man, Italy, Kuwait, Liechtenstein, Luxembourg, Malta, Monaco, Netherlands, New Zealand, Norway, Oman, Portugal, Qatar, Republic of Ireland, San Marino, Saudi Arabia, Spain, Sweden, Switzerland, UAE, United Kingdom, USA.

For the above definition, the following is not covered:

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

The eligible occupations are: a member of the medical or dental professions, a police, prison or fire officer, a pharmacist, laboratory assistant or an employee in a medical facility.

18 Impairment of daily activities through permanent disability before age 65

A **life assured** will satisfy the **permanent** disability assessment criteria if before their 65th birthday they are **permanently** and **irreversibly** unable, because of illness or accidental injury, to perform at least three of the following six tests* and have been unable to do so for a continuous period of 90 days:

1 Walking on the flat

Able to walk 200 metres on an even surface, with the use of walking sticks or crutches if required, without having to stop due to breathlessness or severe pain.

2 Climbing

Able to:

- walk up a flight of 12 stairs, and
- walk down a flight of 12 stairs;

with the use of a handrail, walking sticks or crutches if required, without having to stop due to breathlessness or severe pain.

3 Bending

Able to:

- get into a standard saloon car; and
- get out of a standard saloon car; and
- bend or squat to pick up a light object from the floor and straighten up.

4 Lifting and carrying

Able to lift and carry a 2.5kg bag with a handle from a surface one metre above the floor to a surface of similar height five metres away, with the use of walking sticks or crutches if required.

5 Dressing

Able to:

- put on (without the need for fastening/ buttoning) their coat or jacket; and
- take off their coat or jacket; and
- put on or take off a pair of socks.

6 Dexterity

Have the physical ability required to:

- use a desk-top personal computer keyboard; and
- write legibly using a pen or pencil.

* For each test there must be clear evidence, to the reasonable satisfaction of our Chief Medical Officer, that can be demonstrated by independent testing in clinical conditions, of physical disorder, illness or injury to support the degree of discomfort, pain, disability or loss of function claimed by the **life assured**.

Exclusions:

Disability that is directly or indirectly attributable to any of the following is excluded:

- mental or functional nervous disorders or any non specific chronic viral infection or any chronic fatigue syndrome;
- carrying a human immunodeficiency type virus or antibodies to such a virus;
- alcohol, drug or chemical abuse.

19 Kidney failure – requiring dialysis

End stage kidney disease presenting as chronic **irreversible** failure of both kidneys to function. This must be evidenced by the undergoing of regular renal dialysis or undergoing a renal transplantation.

20 Liver failure - resulting from advanced liver disease

Liver failure due to cirrhosis and resulting in all of the following:

- **permanent** jaundice
- ascites
- encephalopathy.

Exclusion:

- Liver disease secondary to alcohol, drug or chemical abuse is excluded.

21 Loss of limbs (hands or feet) – permanent physical severance

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

22 Loss of speech – total, permanent and irreversible

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

For the above definition, the following is not covered:

- loss of speech arising from a psychiatric or psychological disorder.

23 Major organ transplant

The undergoing as a recipient of a transplant, to replace a diseased or damaged organ, of bone marrow or of one of the following complete human organs: heart, kidney, liver, lung or pancreas or inclusion on an official waiting list in a **specified country** for such a procedure.

For the above definition, the following is not covered:

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

A claim for inclusion on an official waiting list will only be valid if it is in a **specified country**, which shall mean any one of the following:

Andorra, Australia, Austria, Bahrain, Belgium, Canada, Channel Islands, Cyprus, Denmark, Finland, France, Germany, Gibraltar, Greece, Isle of Man, Italy, Kuwait, Liechtenstein, Luxembourg, Malta, Monaco, Netherlands, New Zealand, Norway, Oman, Portugal, Qatar, Republic of Ireland, San Marino, Saudi Arabia, Spain, Sweden, Switzerland, UAE, United Kingdom, USA.

24 Motor neurone disease – with permanent symptoms

Unequivocal diagnosis of Motor Neurone Disease with **permanent** typical neurological symptoms, confirmed by a Consultant Neurologist supported by definitive evidence of appropriate and relevant clinical examination findings (e.g. Electromyography, Electroneurography, Nerve Conduction Velocity).

25 – Multiple sclerosis – with ongoing symptoms

Definite diagnosis of multiple sclerosis which must be confirmed by a consultant neurologist and supported by all of the following criteria;

- Current clinical impairment of motor or sensory function which must have persisted for a continuous period of at least 6 months.
- Magnetic resonance imaging (MRI) showing at least two lesions of demyelination in the brain or spinal cord characteristic of multiple sclerosis.

For the above definition the following are not covered;

- Possible multiple sclerosis and neurologically or radiologically isolated syndromes suggestive but not diagnostic of multiple sclerosis.
- Isolated optic neuritis or neuromyelitis optica.

26 – Open heart surgery – with surgery to divide the breastbone

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

27 Paralysis of limbs – total, permanent and irreversible

Total, **permanent** and **irreversible** loss of muscle function to the whole of any 2 limbs as a result of physical injury or disease.

For the above definition, the following is not covered:

- loss of function arising from a psychiatric or psychological disorder.

28 Parkinson's disease before age 65 – with permanent symptoms

The definite diagnosis before the **life assured's** 65th birthday 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.

Exclusion:

- Parkinson's disease secondary to alcohol, drug or chemical abuse is excluded.

29 Progressive supra nuclear palsy – with permanent symptoms

The definite diagnosis of Progressive Supra Nuclear Palsy by a Consultant Neurologist. There must be **permanent** clinical impairment of eye movements and motor function.

30 Respiratory failure – from advanced lung disease

The definite diagnosis of advanced stage emphysema or other chronic lung disease diagnosed by a Consultant Pulmonologist and resulting in all of the following:

- the need for daily oxygen treatment on a **permanent** basis;
- the **permanent** impairment of lung function tests as follows; Forced Vital Capacity (FVC) and Forced Expiratory Volume at 1 second (FEV1) being less than 30% of normal;
- arterial blood gas analyses with partial oxygen pressures of 55mmHg or less ($PaO_2 < 55mmHg$);
- dyspnoea at rest.

31 Severe mental illness – permanent, with the need for full time care

The diagnosis of a chronic psychotic mental illness or bipolar disorder by a Consultant Psychiatrist, where the illness has not demonstrated any improvement despite the **life assured** receiving standardised conventional treatment by a Consultant Psychiatrist. The illness must have been monitored for over 24 months and have no prospect of improvement.

The illness must affect the **life assured** to the extent that they will need care and supervision from another person to wash, dress and provide meals and medication for the rest of their life, irrespective of when the cover ends or they retire. Without this there would be significant health and/or safety concerns.

Exclusion:

- Severe mental illness secondary to alcohol, drug or chemical abuse is excluded

32 Stroke – with permanent symptoms

Death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in;

- Acute onset of new neurological symptoms and;
- New objective neurological deficits on clinical examination

The neurological deficit must persist for more than 3 months following the date of diagnosis. The diagnosis must be confirmed by a consultant neurologist with evidence of new characteristic changes on a CT scan, MRI scan or other reliable imaging techniques.

For the above definition, the following are not covered;

- Transient ischaemic attack (TIA) and prolonged reversible ischaemic neurological deficit (PRIND)
- Traumatic injury to brain tissue or blood vessels
- Neurological deficits due to general hypoxia, infection, inflammatory disease, migraine or medical intervention
- Incidental imaging findings (CT or MRI scan) without clearly related clinical symptoms (silent stroke)

33 Systemic lupus erythematosus – with permanent symptoms

The definite diagnosis by a Consultant Rheumatologist of systemic lupus erythematosus resulting in **permanent** neurological deficit with persistent clinical symptoms or the **permanent** impairment of kidney function tests as follows; Glomerular Filtration Rate (GFR) below 30 ml/min.

The neurological deficit must persist for more than 3 months following the date of diagnosis.

For the above definition, the following is not covered:

- discoid lupus erythematosus.

34 Third degree burns – covering a specified proportion of the body's surface area

Burns that involve damage or destruction of the skin to its full depth through to the underlying tissue and covering at least 15% of the body's surface area or 50% of the surface area of the face.

35 Traumatic head injury – with permanent symptoms

Death of brain tissue due to traumatic injury caused by external means and confirmed by new changes on a CT or MRI scan, resulting in **permanent neurological deficit with persisting clinical symptoms**, assessed and confirmed by a Consultant Neurologist with the evidence of new changes on a CT or MRI scan or other reliable imaging techniques no later than six weeks from the date of the traumatic injury. The neurological deficit must persist for more than 3 months following the date of diagnosis.

6.7 **Claims and notification**

6.7.1 We must be notified within three months of the diagnosis of a **critical illness** or **disability**, or within a longer period if we are satisfied the **critical illness** or **disability** is such as to prevent notification being given.

Failure to do so may result in your claim being rejected.

6.7.2 We will send you a claim form. You must complete and return this to us within one month of its date of issue. We will only pay the benefit if and when we are satisfied that the claim is valid

Failure to do so may result in your claim being rejected.

6.7.3 You must continue to pay us **premiums** until we tell you that we admit liability for the claim.

6.7.4 The evidence we need to assess a claim may include:

- medical report(s) from the doctor(s) of the **life assured**;
- any other medical tests or investigations of the **life assured** our Chief Medical Officer considers appropriate;
- sight of the **life assured's** medical records;
- evidence from a blood test or other recognised process that the **life assured** is not carrying **HIV** or antibodies to such a virus;
- an examination of the **life assured** by a medical examiner we name; and
- police reports where appropriate to the circumstances of the disability.

6.7.5 All diagnoses and medical opinions must be given by relevant government medical committees or a medical specialist who: holds an appointment as a Consultant at a hospital; is accepted by our Chief Medical Officer; and whose specialty is appropriate to the cause of claim.

6.7.6 In order to assess a claim we reserve the right to ask the claimant to provide, at their own expense, more documents or evidence that we reasonably deem appropriate.

6.7.7 If the **life assured** refuses to undergo medical treatment or surgery, which their medical advisers consider necessary, then we will not pay this benefit.

6.7.8 Further information relating to the payment of claims can be found in condition 9.

6.8 **Termination of policy**

If we pay the **sum assured** the **policy** will end and no other benefit will be payable under that **policy**.

7 Children's Critical Illness and Disability Benefit

This benefit only applies if we show 'Life or Earlier Critical Illness' or 'Critical Illness - Level' in the **policy schedule.**

7.1 **Definitions which apply to Children's Critical Illness and Disability Benefit**

7.1.1 A **child** or **children** shall mean; any natural child, legally adopted child (from the date of adoption) or stepchild (from the date of marriage), of any **life assured** named on the **policy schedule.**

7.1.2 A **child** will only be covered if:

- the **life assured** is either the parent or legal guardian of the **child**, or;
- the **life assured** is the spouse or civil partner of the parent or legal guardian of the **child**.

and:

- the **child** is resident in the same territory/ country as the **life assured**, and;
- the **child** is living at the same residential address as the **life assured**.

7.1.3 A **pre-existing** condition is any medical condition, disorder or handicap from which a **child** is already suffering before the latest of:

- 90 days after the **risk date** or subsequent restart of the **policy**; or
- the date of adoption for legally adopted children; or
- the date of marriage for stepchildren.

7.1.4 **Critical illness** or **disability** means one of the conditions set out in condition 7.4. We will not treat any other medical condition as a **critical illness.**

7.1.5 In condition 7.4 the following definitions will apply:

- **Irreversible** means cannot be reasonably improved upon by medical treatment and/or surgical procedures used by reputable, State approved medical institutions at the time of the claim;
- **Permanent** means expected to last throughout the **child's** life, not just until the cover ends (condition 2.2);
- **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 lifetime of the **child**. Symptoms that are covered include numbness, hyperaesthesia (increased sensitivity), paralysis, localised weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty swallowing), visual impairment, difficulty in walking, lack of coordination, tremor, seizures, dementia, delirium and coma.;

The following are not covered:

- an abnormality seen on a brain or other scans without definite related clinical symptoms
- neurological signs occurring without symptomatic abnormality for example brisk reflexes without other symptoms
- symptoms of psychological or psychiatric origin.

7.2 **Benefit**

7.2.1 We will pay the Children's Critical Illness and Disability Benefit if the **child** of a **life assured** is first diagnosed with or is suffering from a critical illness:

- at least 90 days after the **risk date** or subsequent restart of the **policy**, and;
- after the **child's** first birthday, and before the **child's** 18th birthday, and;
- on or before the **expiry date**, and;
- before the **life assured's** 70th birthday.

as long as:

- the requirements of conditions 7.5 and 9 are met
- none of the exclusions in condition 7.2.6 apply
- we are not entitled to cancel the **policy** under conditions 11 or 14.5.2
- the **policy** has not ended for any other reason (see condition 2.2)
- no claim has already been made for the same **child** by the same **life assured** under this or any other qualifying **policy** held by either of the lives assured.
- the **child** survives for at least 28 days after the diagnosis
- fewer than three claims have been made under this benefit.

7.2.2 All qualifying **children** as defined in condition 7.1 are covered from the **child's** first birthday until the day before the **child's** 18th birthday, including **children** born after commencement of the **policy**.

7.2.3 Children's Critical Illness and Disability Benefit is payable once per **child** per parent or legal guardian (to a maximum of two parents or legal guardians), regardless of the number of qualifying policies held.

If two parents or legal guardians are the named lives assured on the **policy**, or if two parents or legal guardians are lives assured on separate **policies** that include Children's Critical Illness and Disability Benefit, then two parents or legal guardians may receive a payment as detailed in condition 7.3 for the same **child**.

7.2.4 Children's Critical Illness and Disability Benefit is limited to a maximum of three claims under this **policy**.

7.2.5 On payment of a Children's Critical Illness and Disability Benefit claim, your **policy** will continue and the **sum assured** will remain unchanged.

7.2.6 **Exclusions**

You will have no right to benefit if a Children's Critical Illness and Disability Benefit claim is directly or indirectly due to any of the following:

- any of the exclusions detailed in condition 6.2.2
- any congenital abnormalities or birth defects;
- a **pre-existing condition** present prior to the **child's** first birthday, prior to the date of legal adoption for legally adopted children, or prior to the date of marriage for stepchildren.
- the **child** is diagnosed in, residing in or is being medically treated in a country or territory which has been specifically excluded under the terms of the **policy**
- deliberate injury to the **child** by a **life assured**, **policyholder** or third party;
- a **child's** active participation in war (whether declared or not), civil war, insurrection, riot, terrorist act, mutiny, piracy, civil commotion or other acts of violence originating from any political or civil unrest;
- any breach of criminal law by the **child**;
- a **child's** attempted suicide, whether sane or insane, within two years of the **risk date** or subsequent restart of the **policy**.

7.3 **Benefit amount**

7.3.1 If we show 'Life or Earlier Critical Illness Cover - Level' or 'Critical Illness Cover - Level' in the **policy schedule**, the amount of the Children's Critical Illness and Disability Benefit is equivalent to 10% of the **sum assured** described in condition 6.3, to a maximum of USD15,000, GBP8,500 or EUR12,000 per **child** per parent or legal guardian based on the currency shown in the **policy schedule.**

7.3.2 If we show 'Life or Earlier Critical Illness Cover - Decreasing' in the **policy schedule**, the amount of the Children's Critical Illness and Disability Benefit is equivalent to 10% of the **sum assured** described in condition 6.4, to a maximum of USD15,000, GBP8,500 or EUR12,000 per **child** per parent or legal guardian based on the currency shown in the **policy schedule**.

7.3.3 For each individual claim, the Children's Critical Illness and Disability Benefit payment may not exceed 10% of the **sum assured** of the **policy**.

7.4 **Schedule of critical illnesses under Children's Critical Illness and Disability Benefit**

For a full definition if the critical illnesses applicable to Children's Critical Illness and Disability Benefits, please refer to condition 6.6.

- Aorta graft surgery – for disease or traumatic injury
- Aplastic anaemia – with permanent bone marrow failure
- Bacterial meningitis – with permanent symptoms
- Benign brain tumour – with permanent symptoms
- Blindness – permanent and irreversible
- Cancer – excluding less advanced cancers
- Coma – with permanent symptoms
- Coronary artery by-pass grafts – with surgery to divide the breastbone
- Creutzfeldt-Jakob disease – with permanent symptoms
- Deafness – permanent and irreversible
- Heart attack – of specified severity
- Heart failure – of specified severity
- Heart valve replacement or repair
- HIV infection – caught in a specified country from a blood transfusion, a physical assault or work in an eligible occupation
- Kidney failure – requiring dialysis
- Liver failure – resulting from advanced liver disease
- Loss of limbs (hands or feet) – permanent physical severance
- Major organ transplant
- Motor Neurone disease – with permanent symptoms
- Multiple sclerosis – with ongoing symptoms
- Open heart surgery – with surgery to divide the breastbone
- Paralysis of limbs – total, permanent and irreversible
- Stroke – with permanent symptoms
- Systemic lupus erythematosus – with permanent symptoms
- Third degree burns – covering a specified proportion of the body's surface area
- Traumatic head injury – with permanent symptoms

7.5 **Claims and notification**

7.5.1 We must be notified within three months of the diagnosis of a critical illness, or within a longer period if we are satisfied the critical illness is such as to prevent notification being given.

Failure to do so may result in your claim being rejected.

7.5.2 We will send you a claim form. You must complete and return this to us within one month of its date of issue. We will only pay the benefit if and when we are satisfied that the claim is valid.

Failure to do so may result in your claim being rejected.

7.5.3 The evidence we need to assess a claim may include:

- the birth certificate of the **child**;
- proof of the **life assured's** legal guardianship of the **child**, and/or proof of marriage or civil partnership;
- medical report(s) from the doctor(s) of the **child**;
- any other medical tests or investigations of the **child** our Chief Medical Officer considers appropriate;
- sight of the **child's** medical records;
- evidence from a blood test or other recognised process that the **child** is not carrying HIV or antibodies to such a virus;
- an examination of the **child** by a medical examiner we name; and
- police reports where appropriate to the circumstances of the critical illness.

7.5.4 All diagnoses and medical opinions must be given by relevant government medical committees or a medical specialist who:

- holds an appointment as a Consultant at a hospital;
- is accepted by our Chief Medical Officer;
- and whose specialty is appropriate to the cause of claim.

7.5.5 In order to assess a claim we reserve the right to ask the claimant to provide, at their own expense, more documents or evidence that we reasonably deem appropriate.

7.5.6 If the **life assured** does not permit the child to, or if the child refuses to undergo, medical treatment or surgery which their medical advisers consider necessary, then we will not pay this benefit.

7.5.7 Further information relating to the payment of claims can be found in condition 9.

7.6 **Termination of benefit**

7.6.1 Children's Critical Illness and Disability Benefit will cease on this **policy** in full if:

- three claims have already been made under this policy, or;
- the **policy** has ended for any reason (condition 2.2)

7.6.2 Children's Critical Illness and Disability Benefit for each individual **child** (on this **policy** and across all other qualifying **policies**) will cease on:

- the **child** attaining age 18, or;
- a Children's Critical Illness and Disability Benefit claim being made on the child.

8 Decreasing Cover

A table of the **sum assured** for every **policy year** is included in your **policy schedule**.

9 Payment of claims

9.1 We do not have to make any payments until we receive the **policy schedule** and such proof, as we reasonably decide that:

- the event resulting in the claim has happened;
- the person claiming payment has a right to it; and
- the stated date of birth of the **life assured** or **child** is correct;

together with sight of the **life assured's** or **child's** medical records where appropriate and such further evidence and information, if any, as we decide is appropriate.

9.2 Any money we pay will be in the same currency in which **premiums** have been paid, from the paying office stated in the **policy schedule**.

9.3 Except for claims under Children's Critical Illness and Disability Benefit, We will pay the proceeds of a claim to the **Payee** as defined in conditions 9.4, 9.5 and 9.6.

9.3.1 Children's Critical Illness and Disability Benefit claim proceeds will be paid to the parent or legal guardian of the **child** who is also the **life assured**.

9.4 Any amount of Life Cover due under a **policy** shall be payable to the **Payee**. **Payee** means the **policyholder(s)** or the survivor of the **policyholder(s)** or, if no **policyholder** is living when Life Cover is payable the **Payee** means the last person or persons, if any, appointed in accordance with condition 12 by the **policyholder(s)** before the death of the **life assured**.

If no such appointment has been made, or if any such appointment has been revoked without any subsequent appointment having been made prior to the death of the **life assured**, **Payee** means the legal personal representatives of the **policyholder(s)** or assigns thereof.

9.5 Where the **Payee** is a minor, Friends Provident International Limited will pay the Life Cover to the parent or guardian of the **Payee**. The receipt of such person shall be full and valid discharge to Friends Provident International Limited.

9.6 Except where specifically otherwise provided in these conditions, any amount of Terminal Illness Benefit or Critical Illness and Disability Benefit due under a **policy** shall be payable to the **policyholder(s)** or the survivor of the **policyholder(s)**, the legal personal representatives or assigns thereof.

10 If you stop a policy

10.1 You can tell us to stop a **policy** at any time. If you do, no further **premiums** will be payable and all cover will stop immediately.

10.2 For policies paid monthly, no **premium** will be refunded. For policies paid annually, the **premium** is divided into quarters and a refund will be paid of the number of whole quarters left.

10.3 The **policy** will not have any cash value.

11 Our right to cancel the policy

11.1 Information provided to us

11.1.1 We have the right to cancel a **policy** at any time, if we find out that information given by, or on behalf of a **policyholder** or a **life assured** is not true, not accurate or not complete.

This means all information given to us at our request, or at the request of a doctor or nurse acting on our behalf, up to the **risk date**, that affects our decision to provide cover or the terms of that cover. This includes any incorrect statement of the **life assured's** date of birth as defined in 14.5.2.

11.1.2 We have the right to cancel a **policy** under this condition, even if the information is not connected to the cause of a claim or a benefit claimed.

11.2 Changes before the risk date

11.2.1 We also have the right to cancel a **policy** if we find out at any time that a **policyholder** or a **life assured** has failed to tell us of any changes in the health or circumstances of a **life assured** that:

- happened before the **risk date**;
- would have led to any of the information referred to in condition 11.1 being different if given on the **risk date**; and
- would have affected our decision to provide cover or the terms of that cover.

11.2.2 The changes referred to in this condition include a **life assured**:

- having or expecting to have doctor, hospital or clinic consultations, treatment as an in-patient or out-patient or a blood test for any reason;
- having any type of symptom that they have been asked about in the application;
- taking up any hazardous sport or pastime, or intending to do so;
- working or travelling outside their normal country of residence, or intending to do so;
- changing country of residence, or intending to do so;
- changes in their family history; or
- changes in their occupation or the duties of that occupation.

11.2.3 We have the right to cancel the **policy** under this condition even if the information or change is not connected to the cause of a claim or a benefit claimed.

11.3 Information given when applying to restart a policy

11.3.1 We also have the right to cancel the **policy** if we restart the **policy** under condition 3.3.2 and later find out that:

- any statement made to us for that purpose by, or on behalf of, a **policyholder** or a **life assured** or a **child** was not true, not accurate or not complete;

- the answer given to a question in any letter or questionnaire we sent to a **policyholder**, a **life assured** or a **child** or any person acting for you or them was not true, not accurate or not complete; or
- the answer given to a question asked by any doctor or nurse acting on our behalf was not true, not accurate or not complete;

where the statement or answer given would have affected our decision to restart cover or the terms of that cover.

11.3.2 We have the right to cancel the **policy** under this condition even if the information is not connected to the cause of a claim or a benefit claimed.

11.4 **Information given when making a Life Cover, Terminal Illness Benefit, Critical Illness and Disability Benefit or Children's Critical Illness and Disability Benefit claim**

11.4.1 If, in connection with a claim under Life Cover, Terminal Illness Benefit, or Critical Illness and Disability Benefit, a **policyholder** or **life assured** or **child**:

- makes an untrue statement about a material fact;
- misrepresents or omits to disclose a material fact; or
- provides false or falsified evidence of a material fact;

then we may reject any pending claim and/or cancel the **policy**, or only pay a proportion of the claim, depending on the nature and circumstances of the statement, misrepresentation, omission or evidence provided.

11.4.2 A material fact is something which influences our assessment of a claim. Therefore, this would be facts relating to:

- the cause and circumstances of death
- the cause, nature, scope and degree of any illness or disability
- the treatment received or recommended for any illness or disability.

12 Appointment of a third party as payee

12.1 Any appointment of a third party or parties as **Payee** may be made in respect of Life Cover benefits by the **policyholder** at any time prior to the death of the **life assured**, save that such an appointment shall be of no effect and shall be deemed not to have been made, if the **policyholder** dies (or where there are joint **policyholders**, any one of the **policyholders** dies) within two days of making that appointment. For the avoidance of doubt, any such appointment shall have no such effect on Terminal Illness benefit or Critical Illness and Disability Benefit, the benefits of which will be reserved for the **policyholder** or on Children's Critical Illness and Disability Benefit, the benefits of which will be reserved for the parent or legal guardian of the **child**, who is also a **life assured**..

12.2 Any appointment of a third party or parties as **Payee** shall only be accepted by us on receipt of a completed Appointment of Third Party as Payee form, which is available on request.

12.3 Having appointed a third party as **Payee**, the **policyholder** may also make subsequent appointments subject to the conditions set out in conditions 12.1 and 12.2 above. Any such subsequent and valid appointment will have the effect of revoking all previous appointments.

12.4 Any appointment of a third party or parties as **Payee** may be revoked by the **policyholder** at any time prior to the death of the **life assured**; save that such a revocation shall be of no effect, and shall be deemed not to have been made, if the **policyholder** dies (or where there are joint **policyholders**, any one of the **policyholders** dies) within two days of making that revocation.

12.5 Such revocation and appointment of a third party or parties as **Payee** shall only be accepted by us on receipt of a completed Appointment of Third Party as Payee form, which is available on request.

12.6 Where the **policy** is held in joint names the form of appointment of **Payee** or the form of revocation must be signed by all joint **policyholders** otherwise it will not be valid.

12.7 The appointment of a third party as **Payee** will not affect the **policyholder's** ability to assign, surrender or otherwise dispose of the **policy** prior to the death of the **life assured**, save that any assignment, surrender or other disposal shall be of no effect and shall be deemed not to have been made, if the **policyholder** dies (or where there are joint **policyholders**, any one of the **policyholders** dies) within two days of making that assignment, surrender or disposal.

12.8 For the avoidance of doubt, if the **policyholder** dies within two days of making any appointment of **Payee**, any revocation thereof, or any assignment, surrender or other disposal of the **policy** (whether made as a sole or joint **policyholder**) such appointment, revocation, assignment, surrender or other disposal shall be deemed to be of no effect and the benefit payable on death shall be payable as if the same had not been made.

12.9 The appointment of a Third Party as **Payee** is only applicable to the Life Cover. Accordingly, the death of a sole **policyholder** or the death of the survivor of joint **policyholders**, where that death does not also constitute the death of the **life assured**, shall constitute an immediate revocation of any appointment of any third party as **Payee**.

12.10 Without prejudice to the **policyholder's** rights to revoke an appointment of **Payee**, the death of a **Payee** prior to the death of the **life assured** shall itself not constitute a revocation of appointment, nor affect the entitlement of the **Payee's** successors to the benefit payable on death.

12.11 The **Payee**, if the **Payee** is a third party, shall have rights of enforcement of the **policy** following the death of the **life assured**; but otherwise all rights of third parties shall be excluded, and the consent of the **Payee** or any other third party shall not be required, for any variation or rescission to be made to the **policy** or for the making of any appointment of **Payee** or any revocation by whatever other means of an appointment of **Payee**.

13 Governing law and jurisdiction

13.1 The **policy** shall be governed and construed in accordance with the law of the Isle of Man.

13.2 All benefits payable under the **policy** are payable at our Registered Office (see condition 14.7.2).

14 General

14.1 **Assignments**

If you transfer your rights under a **policy**, you should send any notices of assignments to our Registered Office (see condition 14.7.2).

14.2 **Changes in regulatory or legislative environment**

14.2.1 If our appointed actuary reasonably believes changes in regulation, legislation, taxation or the imposition of a statutory levy, mean we cannot continue to administer the **policy** as set out in the **policy** documents without adversely affecting ourselves or the interests of our **policyholders**, we will make such changes to the **policy** as are necessary to put us and our **policyholders** in the financial position they would have been in, but for the change or the levy. We will contact you and inform you of any change.

14.2.2 In the event of any premium tax or withholding tax being levied in the **policyholder's** country of residence it will be the **policyholder's** responsibility to increase the regular **premium** by an amount equal to the liability or to settle the liability directly with the relevant tax authorities.

Should the extra **premium** not be paid, we reserve the right to pay it out of the **premiums** received and to reduce the benefits of the **policy** accordingly.

14.3 **Payments and interest**

14.3.1 Except for Children's Critical Illness and Disability Benefit, we will refund all **premiums** paid under the **policy** since the date of death or diagnosis of an eligible permanent disability, terminal illness or critical illness covered under the **policy**.

14.3.2 We will apply interest to a benefit payment if the payment of a claim is delayed by more than 30 days from the date we receive evidence that satisfies us the claim is valid. Interest will accrue daily from the 31st day after such date.

14.3.3 The amount of interest will depend on the interest rates we are using at the time. We will not pay interest if it is below our minimum payment. Details of our current interest rate and minimum payment will be available on request.

14.4 **Events or circumstances beyond our control**

We will not be liable to pay you, or any other person, any compensation for loss caused by events or circumstances beyond our control. This includes loss caused by any delay in carrying out our obligations caused by restrictions imposed on us by law or regulation.

14.5 **Proof of age and incorrect date of birth of the life assured**

14.5.1 Before paying any claim we must receive proof that the date of birth of the **life assured** given in the application is correct. This information is important for us to establish if we would have offered terms under the **policy** or not.

14.5.2 If a **life assured's** actual age differs from the age stated in the application, but we would not have offered terms based on the correct age, we will cancel the **policy** from outset and refund any **premiums** paid without interest.

14.5.3 If a **life assured's** actual age differs from the age stated in the application, but we would still have offered terms based on the correct age, the **policy** will remain valid and we will adjust the benefits and/or **premium** payable under the **policy** to what we would have offered had we known their correct age from the start.

14.5.4 If a **policy** remains valid as per condition 14.5.3, but the correct age of a **life assured** has resulted in an overpayment of **premiums**, we will refund any overpayment without interest.

14.5.5 If a **policy** remains valid as per condition 14.5.3, but the correct age of a **life assured** has resulted in an underpayment of **premiums**, we will reduce the **sum assured** to reflect the actual **premium** that has been paid.

14.6 **Severability**

If any condition of the **policy** (or part of a condition) is invalid or unenforceable to any extent or purpose, this will not affect the validity or enforceability for other purposes of the remaining conditions. The condition shall be deemed to be severed subject to any consequential amendments which may be necessary,

14.7 **Sending instructions to us**

14.7.1 You may instruct us by letter, fax or electronic mail. We may request that you confirm any instructions by letter, but we may act upon instructions which we reasonably believe are valid. We reserve the right not to act upon any instructions until we have received confirmation by letter; although, lack of any such confirmation will not invalidate any instructions which we have already acted upon. We shall not be required to act upon any instructions where we reasonably believe such action may involve any party in breach of law, rule or legislation.

14.7.2 Instructions to be given by letter should be sent to our office below:

Registered & Head Office
Friends Provident International Limited
Royal Court
Castletown
Isle of Man
British Isles
IM9 1RA

14.8 **Sanctions**

14.8.1 If at any time, you or any other party connected to your **policy** become subject to any local or international sanctions or embargos and/or any related penalties or restrictions, we reserve the right to cancel your **policy** with immediate effect. You will forfeit all **premiums** paid, your benefits will be cancelled and we will not be liable to pay any claim.

14.8.2 If your **policy** is cancelled in accordance with 14.8.1, you can apply to us within the following 6 months to restart your **policy** provided all sanctions have been lifted.

We will need satisfactory evidence of the **life assured's** state of health and any other factors affecting the insurance risk. We will write to tell you if we can restart your **policy**. If we decide to offer your **policy** on different terms to those we originally offered, which may include an increase in **premiums** and/or an exclusion, we will need to receive your signed acceptance of those terms before we restart your **policy**.

To restart your **policy**, you must also pay all unpaid **premiums**.

Friends Provident International Limited: Registered and Head Office: Royal Court, Castletown, Isle of Man, British Isles, IM9 1RA. Isle of Man incorporated company number 11494C. Authorised and regulated by the Isle of Man Financial Services Authority. Provider of life assurance and investment products. **Singapore branch:** 182 Cecil Street, Level 17 Frasers Tower, Singapore 069547. Registered in Singapore No. T06FC6835J. Licensed by the Monetary Authority of Singapore to conduct life insurance business in Singapore. Member of the Life Insurance Association of Singapore. Member of the Singapore Financial Dispute Resolution Scheme. **Hong Kong branch:** A122, 16/F, Tower 5, The Gateway, Harbour City, Tsim Sha Tsui, Kowloon, Hong Kong. Authorised by the Insurance Authority of Hong Kong to conduct long-term insurance business in Hong Kong. **Dubai branch:** PO Box 215113, Unit 706, One Za'abeel - The Offices, Za'abeel Palace Street, Za'abeel First, Dubai, UAE. Registered in the United Arab Emirates (UAE) with the Central Bank of the UAE as an insurance company. Registration date, 18 April 2007 (Registration No. 76). Registered with the Ministry of Economy as a foreign company to conduct life assurance and funds accumulation operations (Registration No. 2013). Friends Provident International is a registered trademark and trading name of Friends Provident International Limited. **IFGL (DIFC) Limited:** Registered Office: PO Box 450591, Unit 16 - 35, Level 16, Central Park Towers, DIFC, Dubai, United Arab Emirates. Regulated by the Dubai Financial Services Authority.

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