Friends Provident International

Policy Conditions

Life Cover or Life Cover and Total and Permanent Disability Benefit

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Policy conditions reference: **IPMEL20**

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 Cover and Total and **Permanent** Disability Benefit 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**.

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**;
- If your **policy** is a decreasing cover **policy** (conditions 4.3 and 7 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**.

Where the **policy term** is 3 years or more Terminal Illness Benefit is included and will end 18 months before the **expiry date**.

If the **policy schedule** includes Total and **Permanent** Disability Benefit, this will end on the **expiry date** or on a **life assured's** 65th birthday if earlier.

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

- you do not pay a **premium** (condition 3.2);
- you stop a **policy** (condition 9);
- we exercise our right to cancel a **policy** (condition 10);
- we cancel a **policy** due to misstated age (condition 13.5.2);
- a **life assured** dies;
- we agree to pay a claim for any benefit included in 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 **Non-payment of premiums**

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

3.2.2 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**.

4 Life Cover

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 8 are met;
- none of the exclusions in condition 4.1.3 apply;
- we are not entitled to cancel the **policy** under conditions 13.5.2 or 10;
- 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

If we show 'Life Cover – Level' in the **policy schedule**, the amount of life cover is the **sum assured**.

4.3 Decreasing cover

If we show 'Life 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.

4.4 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 8.

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 the term of the **policy** is three years or more.

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 8 are met
- none of the exclusions in condition 5.2.3 apply
- we are not entitled to cancel the **policy** under conditions 13.5.2 or 10
- 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 8.

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 Total and Permanent Disability Benefit

This benefit only applies if the **policy schedule** says the **policy** includes it.

6.1 **Definitions which apply to Total and Permanent Disability Benefit**

6.1.1 If we name two lives assured in the **policy schedule** and we state that this benefit applies to both of them, then **life assured** means the first of them to become totally and **permanently** disabled.

6.1.2 In condition 6.1.3 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.

6.1.3 Total and **permanent** disability means the **life assured** is totally and **permanently** disabled if they are either:

(i) Suffering impairment of daily activities through **permanent** disability.

This means totally and **permanently** unable, throughout the remainder of their lifetime, no matter when cover ends or the **life assured** retires, because of illness or accidental injury to perform three or more 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**.

Or

(ii) Is diagnosed by relevant government medical committees or a medical specialist appropriate to the cause of claim and whose diagnosis is accepted by our Chief Medical Officer, with one of the following eight **permanently** disabling conditions:

1 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.

2 Chronic organic brain disease or traumatic head injury – resulting in the need for full time care.

Chronic organic brain disease or traumatic head injury diagnosed by a Consultant Neurologist or Neuropsychiatrist, with the use of appropriate examination and investigation or imaging techniques, which results in:

- an impaired short 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 or injury 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 the **life assured** retires. 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.

3 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.

4 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.

5 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.

6 Paralysis of limbs – total, permanent and irreversible

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

For the above definition, the following is not covered:

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

7 Respiratory failure – from advanced lung disease

Advanced stage emphysema or other chronic lung disease diagnosed by a 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 (PaO2 <55mmHg);
- dyspnoea at rest.

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

A chronic psychotic mental illness or bipolar disorder diagnosed 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 the **life assured** retires. Without this there would be significant health and/or safety concerns.

6.2 **Benefit**

6.2.1 Total and Permanent Disability Benefit is payable if the **life assured** first becomes **permanently** disabled:

- at least 90 days after the **risk date** or subsequent restart of the **policy**; and
- before the **expiry date**; and
- before the **life assured's** 65th birthday:

as long as:

- the requirements of conditions 6.3 and 8 are met
- none of the exclusions in condition 6.2.3 apply
- we are not entitled to cancel the **policy** under conditions 13.5.2 or 10
- the **policy** has not ended for any other reason.

6.2.2 The amount of benefit will be the **sum assured** payable had the **life assured** died on the date we receive evidence satisfactory to us of the total and **permanent** disability.

6.2.3 **Exclusions**

You will have no right to benefit if a Total and Permanent Disability 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 a **life assured**;
- a **life assured's** suicide or attempted suicide, whether sane or insane, within two years of the **risk date** or subsequent reinstatement of the **policy**;
- an act of terrorism involving biological, chemical or nuclear explosion, pollution, contamination and/or fire following thereon;
- war (this means any form of war whether declared or not);
- intentional self-inflicted injury.

The following exclusion is applicable to severe mental illness and impairment of daily activities through **permanent** disability:

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 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:

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 **Claims and notification**

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

6.3.2 We must be notified within three months of the start of the disablement, or within a longer period if we are satisfied the disability is such as to prevent notification being given.

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

6.3.3 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.

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

- 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 the **life assured** is attending and receiving medical treatment from a medical practitioner whose specialty is appropriate to the **life assured's** condition;
- 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.

6.3.5 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.

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

6.3.7 If we are not satisfied that the **life assured's** disability is total, **permanent** and **irreversible**, then we will not pay this benefit.

6.3.8 Further information relating to the payment of claims can be found in condition 8.

6.4 **Termination of policy**

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

7 Decreasing Cover

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

8 Payment of claims

8.1 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** is correct;

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

8.2 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**.

8.3 We will pay the proceeds of a claim to the **Payee** as defined in conditions 8.4, 8.5 and 8.6.

8.4 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 11 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.

8.5 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 a full and valid discharge to Friends Provident International Limited.

8.6 Except where specifically otherwise provided in these conditions, any amount of Terminal Illness Benefit or Total and Permanent 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.

9 If you stop a policy

9.1 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.

9.2 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.

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

10 Our right to cancel the policy

10.1 **Information provided to us**

10.1.1 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 13.5.2

10.1.2 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.

10.2 **Changes before the risk date**

10.2.1 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 10.1 being different if given on the **risk date**; and
- would have affected our decision to provide cover or the terms of that cover.

10.2.2 The changes referred to in 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.

10.2.3 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.

10.3 **Information given when applying to restart a policy**

10.3.1 We also have the right to cancel the **policy** if we restart the **policy** under condition 3.2.2 and later find out that:

- any statement made to us for that purpose by, or on behalf of, a **policyholder** or a **life assured** 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 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.

10.3.2 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.

10.4 **Information given when making a Life Cover, Terminal Illness Benefit, or Total and Permanent Disability Benefit claim**

10.4.1 If, in connection with a claim under Life Cover, Terminal Illness Benefit, or Total and Permanent Disability Benefit, a **policyholder** or **life assured**:

- 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.

10.4.2 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.

11 Appointment of a third party as payee

11.1 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 Total and Permanent Disability Benefit, the benefits of which will be reserved for the **policyholder**.

11.2 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.

11.3 Having appointed a third party as **Payee**, the **policyholder** may also make subsequent appointments subject to the conditions set out in conditions 11.1 and 11.2 above. Any such subsequent and valid appointment will have the effect of revoking all previous appointments.

11.4 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.

11.5 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.

11.6 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.

11.7 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.

11.8 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.

11.9 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**.

11.10 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.

11.11 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**.

12 Governing law and jurisdiction

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

12.2 All benefits payable under the **policy** are payable at our Registered Office (see condition 13.7.2).

13 General

13.1 **Assignments**

If you transfer your rights under a **policy**, you should send any notices of assignments to our Registered Office (see condition 13.7.2).

13.2 **Changes in regulatory or legislative environment**

13.2.1. 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 to inform you of any change.

13.2.2 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.

13.3 **Payments and interest**

13.3.1 We will refund all **premiums** paid under the **policy** since the date of death or diagnosis of an eligible permanent disability or terminal illness covered under the **policy**.

13.3.2 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.

13.3.3 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.

13.4 **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.

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

13.5.1 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.

13.5.2 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.

13.5.3 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.

13.5.4 If a **policy** remains valid as per condition 13.5.3, but the correct age of a **life assured** has resulted in an overpayment of **premiums**, we will refund any overpayment without interest.

13.5.5 If a **policy** remains valid as per condition 13.5.3, 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.

13.6 **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,

13.7 **Sending instructions to us**

13.7.1 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.

13.7.2 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

13.8 **Sanctions**

13.8.1 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.

13.8.2 If your **policy** is cancelled in accordance with 13.8.1, 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**.

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