

Mortgage Life Insurance

Plan Conditions



This Plan is written confirmation of a contract between Aviva Life & Pensions UK Limited and the Planholder(s) named in the Plan Schedule.

In return for the payment of the agreed premiums we will pay the benefits identified in the Plan Schedule in accordance with the Plan Conditions.

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1. PREMIUMS

- (a) The initial Premium payable under this Plan (the "Plan") is shown in the Plan Schedule and is due on the Start Date.
- (b) Subsequent Premiums will be due on the corresponding day in each subsequent month or year as appropriate and will cease to be due on the last Premium due date before the End Date specified in the Plan Schedule or the earlier payment of either the Life Insurance Amount, Terminal Illness Benefit or Integrated Critical Illness Cover. The "Premiums" means the initial and subsequent premiums.
- (c) Monthly Premiums must be paid by direct debit instruction on a current bank or building society account. Annual Premiums can be paid by direct debit instruction or by cheque.
- (d) Thirty days' grace is allowed for the payment of each Premium after the first. Should a claim arise during this period, the unpaid Premium will be deducted from any benefit payable.
- (e) If any Premium is not paid on the due date or within the thirty days' grace allowed, the Plan will be cancelled and all benefits and options under it will cease.
- (f) Following a written request from the Planholder, we will allow a change in the frequency of Premium payments from monthly to annual payments or vice versa, providing the Planholder agrees to the revised Premiums. Any change will take effect at the next anniversary of the Start Date.
- (g) Where Critical Illness Cover is included in the Plan, that part of the Premium payable for Critical Illness Cover will be guaranteed or reviewable as shown in the Plan Schedule.
- (h) Where Mortgage Payment Protection is included in the Plan, that part of the Premium payable for Mortgage Payment Protection will be reviewable. Further details of when and how the Premium for this benefit will be reviewed is given in Condition 7.
- (i) Where neither Critical Illness Cover nor Mortgage Payment Protection is included, the Premium payable will be guaranteed.
- (j) If the Premium payable is guaranteed the initial Premium shown in the Plan Schedule will never change unless the benefits are altered in accordance with the Plan Conditions or we otherwise alter by agreement with the Planholder.
- (k) If the part of the Premium payable for Critical Illness Cover is reviewable the initial Premium, calculated to apply for the whole period the Plan is in force, is shown in the Plan Schedule. This initial Premium will be reviewed prior to the 5th anniversary of the Start Date and will not change before then. The Premium will then be reviewed prior to every 5th anniversary thereafter and on each occasion this could result in an increase or decrease in the Premium payable. The anniversary of the Start Date following a review is known as the Review Date.
- (l) If the Premium payable for Critical Illness Cover is reviewable, we calculate that part of the initial Premium relating to Critical Illness Cover using certain assumptions. The Premium payable may increase or decrease at each review if our view of any of the assumptions change for any of the valid reasons listed below. If this happens, we will compare our view of the assumptions that apply at the time of a review with those that applied at the start of the Plan and at the last review. By reference to that comparison, we will use a fair and reasonable method to calculate any change in the Premium. There is no upper or lower limit to the change in Premium that may apply. As a result of a review, we may change the Premium payable from a Review Date for any of the following valid reasons:
 - Medical advances and trends, including changes in available cures and diagnostic techniques which affect our expectations of future claims

- Industry developments and experience, our claims experience and that of other product providers and reinsurance companies
- Investment returns
- Taxation, legislation and regulation
- Cost of reinsurance
- Lapse rates of our Plans which include Critical Illness Cover
- Any event outside our control which we expect to have an impact on future claims which we could not reasonably have foreseen when our assumptions were last reviewed.

The Premium payable is based on our view of the following assumptions:

- Medical advances and trends, including changes in available cures and diagnostic techniques
- Industry developments and experience, our claims experience and that of other product providers and reinsurance companies
- Investment returns and factors which will affect those returns
- Taxation, legislation and regulation
- Cost of reinsurance
- Lapse rates of our Plans which include Critical Illness Cover.

Any changes in Premium will not depend on the Life Insured's individual circumstances, for example their health, age and lifestyle, at the time of the review.

- (m) If, following a review, the part of the Premium relating to Critical Illness Cover needs to change, the Planholder will be notified in writing of the proposed change at least 60 days prior to the Review Date unless the valid reason for the change is beyond our control and means only a shorter notice period is possible, in which case we will give the Planholder as much notice as we can. The Planholder may agree within the time reasonably allowed to either:

- (i) pay the changed Premium; or
- (ii) continue to pay the initial Premium shown in the Schedule but with reduced Critical Illness Cover as reasonably calculated by us. If Integrated Critical Illness Cover is included the Life Insurance Amount will be reduced proportionately; or
- (iii) reduce the amount of Independent Critical Illness Cover if included in their Plan; or
- (iv) remove the Critical Illness Cover from the Plan; or
- (v) end their Plan, in which case there would be no cash value payable and all cover and benefits provided would stop.

Changes to the cover and benefits under the Plan and/or the Premiums payable will be effective from the Review Date immediately following a review of the Premium. If the Planholder does not notify us of a preference at least 14 days before the Review Date, the Premium will be changed in accordance with Condition 1(m)(i).

- (n) The cost of Premium Protection Benefit (if included) will automatically be changed in proportion to the change in Premiums payable from the relevant Review Date.

2. LIFE INSURANCE AMOUNT

- (a) The Life Insurance Amount will be payable to the Planholder on the death of the Life Insured provided this occurs on or before the End Date.
- (b) The Planholder will receive the Life Insurance Amount as specified in the Plan Schedule less any unpaid Premiums.
- (c) The Life Insurance Amount will only be payable on one occasion and upon payment the Plan will cease.

3. TERMINAL ILLNESS BENEFIT

- (a) Terminal Illness Benefit will be payable where, on or before the End Date, the Life Insured is diagnosed as suffering from an advanced or rapidly progressing and incurable condition such that the life expectancy of the Life Insured is no greater than twelve months (the 'Terminal Illness'). In determining that diagnosis, we will consider the views of the Life Insured's medical adviser; consult the views of our medical adviser; and take the typical life expectancy for someone diagnosed with the Terminal Illness into account.
- (b) The amount of Terminal Illness Benefit payable will be the amount that would have been payable on death had death occurred at the time payment would be due under a valid claim for Terminal Illness Benefit.
- (c) Terminal Illness Benefit will only be payable on one occasion and upon payment the Plan will cease.

4. CRITICAL ILLNESS COVER

- (a) This Condition only applies if Independent Critical Illness Cover and/or Integrated Critical Illness Cover (collectively called "Critical Illness Cover") have been included under the Plan. If it has, and no Premium is due and unpaid, we will pay the Critical Illness Cover subject to receiving such proof of Critical Illness (as defined in Condition 4(c)) or Total Permanent Disability (as defined in Condition 4(d)) as we may reasonably require. Critical Illness Cover will not be paid in the circumstances described in Condition 8(d).
- (b) The amount of any Independent Critical Illness Cover is specified in the Plan Schedule.
- The amount of any Integrated Critical Illness Cover payable will be the amount that would have been payable on death

had death occurred at the time the Life Insured suffers Total Permanent Disability or is diagnosed as having a Critical Illness.

- (c) "Critical Illness" means the Life Insured has been diagnosed as suffering from, or has undergone surgery for, one or more of the complete list of illnesses and conditions stated below. In determining a diagnosis, we will consider the views of the Life Insured's medical adviser and may consult our medical advisers and/or our reassurers if appropriate.

Alzheimer's Disease or Pre-Senile Dementia (before age 65) – resulting in permanent symptoms

A definite diagnosis of Alzheimer's disease or Pre-Senile Dementia (before age 65), by a Consultant Neurologist, Psychiatrist or Geriatrician. There must be a permanent clinical loss of the ability to do all of the following:

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

Aorta Graft Surgery – for disease or trauma

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

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

For the above definition, the following is not covered:

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

Aplastic Anaemia

A definite diagnosis of Aplastic Anaemia by a Consultant Haematologist. There must be permanent bone marrow failure with anaemia, neutropenia and thrombocytopenia.

Bacterial Meningitis

A definite diagnosis of Bacterial Meningitis resulting in permanent neurological deficit with persisting clinical symptoms.

Benign Brain Tumour – *resulting in permanent symptoms or requiring invasive surgery*

A non-malignant tumour or cyst originating from the brain, cranial nerves or meninges within the skull, resulting in permanent neurological deficit with persisting clinical symptoms or requiring invasive surgery.

For the above definition, the following are not covered:

- Tumours in the pituitary gland.
- Tumours originating from bone tissue.
- Angiomas and cholesteatoma.

Benign Spinal Cord Tumour

A non-malignant tumour in the spinal canal involving the meninges or spinal cord. This tumour must be interfering with the function of the spinal cord which results in permanent neurological deficit with persisting clinical symptoms. This diagnosis must be made by a medical specialist and must be supported by appropriate evidence. Excluded under this definition are cysts, granulomas, malformations in the arteries or veins of the spinal cord, haematomas, abscesses, disc protrusions and osteophytes.

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.

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, sarcoma and lymphoma

except cutaneous lymphoma (lymphoma confined to the skin).

For the above definition, the following are not covered:

- All cancers which are histologically classified as any of the following:
 - pre-malignant;
 - non-invasive;
 - cancer in situ;
 - having either borderline malignancy; or
 - having low malignant potential.
- All tumours of the prostate unless histologically classified as having a Gleason score of 7 or above or having progressed to at least TNM classification T2bN0M0.
- Any skin cancer (including cutaneous lymphoma) other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin) unless the skin cancer has been confirmed as malignant and has spread to the lymph nodes or distant organs.

Cardiac Arrest – *with insertion of a cardiac defibrillator*

Sudden loss of heart function with interruption of blood circulation around the body resulting in unconsciousness and resulting in either of the following devices being surgically implanted:

- Implantable cardioverter-defibrillator (ICD) or;
- Cardiac resynchronisation therapy with defibrillator (CRT-D).

For the above definition the following are not covered:

- Insertion of a pacemaker
- Insertion of a defibrillator without cardiac arrest
- Cardiac arrest secondary to alcohol or drug abuse

Cardiomyopathy – of specified severity

A definite diagnosis of cardiomyopathy 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 classifications of functional capacity (i.e. heart disease resulting in marked limitation of physical activities where less than ordinary activity causes fatigue, palpitation, breathlessness or chest pain).

For the above definition the following are not covered:

- Cardiomyopathy secondary to alcohol or drug abuse.
- All other forms of heart disease, heart enlargement and myocarditis.

Coma – with associated permanent symptoms

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

- requires the use of life support systems; and
- results in associated permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following are not covered:

- Medically induced coma
- Coma secondary to alcohol or drug abuse.

Coronary Artery By-Pass Grafts

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

Creutzfeldt-Jakob Disease

An unequivocal diagnosis of Creutzfeldt-Jakob Disease made by a Consultant Neurologist.

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.

Devic's Disease – with persisting clinical symptoms

A definite diagnosis of Devic's disease by a Consultant Neurologist. There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 3 months.

Encephalitis

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

Heart Attack

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

- new characteristic electrocardiographic changes.
- the characteristic rise of cardiac enzymes or Troponins.

The evidence must show a definite acute myocardial infarction.

For the above definition, the following are not covered:

- other acute coronary syndromes.
- angina without myocardial infarction.

Heart Valve Replacement or Repair

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

HIV infection – caught in the European Union, North America, Australia or New Zealand from a blood transfusion, a physical assault or at work

Infection by Human Immunodeficiency Virus resulting from:

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

- an incident occurring during the course of performing normal duties of employment.

after the start of the policy and satisfying all of the following:

- The incident must have been reported to appropriate authorities and have been investigated in accordance with 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 five days of the incident.
- There must be a further HIV test within 12 months confirming the presence of HIV or antibodies to the virus.
- The incident causing infection must have occurred in the European Union, North America, Australia or New Zealand.

For the above definition the following is not covered:

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

Intensive care – requiring mechanical ventilation for 30 consecutive days

Any sickness or injury resulting in the insured requiring continuous mechanical ventilation by means of tracheal intubation for 30 consecutive days (24 hours per day) or more in an Intensive Care Unit in a UK hospital. For the above definition the following is not covered: sickness or injury as a result of drug or alcohol intake or other self-inflicted means.

Kidney Failure – requiring permanent dialysis

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

Liver Failure

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

- Permanent jaundice;
- Ascites; and
- Encephalopathy.

For the above definition the following is not covered:

- Liver failure secondary to alcohol or drug abuse.

Loss of Hand or Foot – permanent physical severance

Permanent physical severance of either a hand or a foot at or above the wrist or ankle joint.

Loss of Independent Existence

Loss of Independent Existence will mean a permanent inability to perform independently three or more Activities of Daily Living below, with or without the use of mechanical equipment, special devices or other aids. Confirmation must be received by a Consultant Physician and be supported by our medical adviser.

The Activities of Daily Living are:

1. Transferring

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

2. Continence

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

3. Dressing

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

4. Mobility

The ability to move indoors from one room to another on a level surface in the Life Insured's normal place of residence.

5. Feeding

The ability to feed oneself once food and drink has been prepared and made available.

6. Washing

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

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.

Major Organ Transplant – from another donor

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

For the above definition, the following is not covered:

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

Motor Neurone Disease – resulting in permanent symptoms

A definite diagnosis of Motor Neurone Disease by a Consultant Neurologist. There must be permanent clinical impairment of motor function.

- All forms of Motor Neurone Disease are covered including Spinal Muscular Atrophy.

Multiple Sclerosis – with current symptoms

A definite diagnosis of Multiple Sclerosis by a Consultant Neurologist. There must be current clinical impairment of motor or sensory function caused by Multiple Sclerosis.

Multiple System Atrophy

A definite diagnosis of multiple system atrophy confirmed by a Consultant Neurologist. There must be evidence of permanent clinical impairment of either: Motor function with associated rigidity of movement or the ability to coordinate muscle movement or Bladder control and postural hypotension.

Paralysis of a limb – total and irreversible

Total and irreversible loss of muscle function to the whole of a limb.

Parkinson's Disease (before age 65) – resulting in permanent symptoms

A definite diagnosis of Parkinson's disease or other named Parkinsonian syndrome of specified severity (before age 65) by a consultant neurologist. The additional Parkinsonian syndromes covered are corticobasal degeneration and diffuse lewy body disease.

There must be permanent clinical impairment of motor function with associated tremor and muscle rigidity.

For the above definition the following are not covered:

- Other Parkinsonian syndromes/ Parkinsonism.

Pneumonectomy – removal of a complete lung

The undergoing of surgery on the advice of a consultant medical specialist to remove an entire lung due to disease or traumatic injury. Other forms of surgery to the lungs including removal of a lobe of the lungs (lobectomy) or lung resection are not covered under this definition.

Primary Pulmonary Hypertension – of specified severity

Primary pulmonary hypertension with permanent clinical impairment of heart function resulting in marked limitation of physical activities to at least Class 3 of the New York Heart Association's classification of functional capacity.

Progressive Supranuclear Palsy

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

Pulmonary Artery Surgery

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

Rheumatoid Arthritis – of specified severity

Severe chronic Rheumatoid Arthritis evidenced by joint destruction and deformity of at least three major joint groups, resulting in the inability to do three of the following; bend or kneel to pick up an object from the floor; use hands or fingers to pick up or manipulate small objects such as cutlery or a pen; lift or carry an everyday object such as a kettle; walk a distance of 200m on flat ground with or without use of a walking stick and without experiencing severe discomfort.

Severe Lung Disease – of specified severity

Severe lung disease where there is permanent impairment of lung function with lung function tests: Forced Vital Capacity (FVC) and Forced Expiratory Volume at 1 second (FEV1) below 50% of normal and a need for daily oxygen therapy for a minimum of 15 hours per day for at least six months.

Spinal Stroke – resulting in permanent symptoms

Death of spinal cord tissue due to inadequate blood supply or haemorrhage within the spinal column resulting in permanent neurological deficit with persisting clinical symptoms.

Stroke

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

- permanent neurological deficit with persisting clinical symptoms; or
- definite evidence of death of brain tissue or haemorrhage on a brain scan; and
- neurological deficit with persistent clinical symptoms lasting at least 24 hours.

For the above definition, the following are not covered:

- Transient ischaemic attack.
- Death of tissue of the optic nerve or retina/eye stroke.

Structural Heart Surgery

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

Systemic Lupus Erythematosus – of specified severity

A definite diagnosis with either, permanent impaired kidney function with glomerular filtration rate below 30ml/min or permanent neurological deficit resulting in persistent symptoms of paralysis, localised weakness, dysarthria, dysphagia or difficulty in walking.

Third Degree Burns – covering at least 20% of the body's surface area or covering at least 20% of the surface area of the face or head

Burns that involve damage or destruction of the skin to its full depth through to the underlying tissue and covering at least 20% of the body's surface area or covering at least 20% of the surface area of the face or head.

Traumatic Brain Injury – resulting in permanent symptoms

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

(d) **Total Permanent Disability** – of *specified severity*

Total Permanent Disability can be defined as either:

Unable to do your own occupation ever again or; unable to do 3 specified work tasks ever again.

Total permanent disability – *unable before age 65 to do your own occupation ever again*

Loss of the physical or mental ability through an illness or injury before age 65 to the extent that the insured person is unable to do the material and substantial duties of their own occupation ever again. The material and substantial duties are those that are normally required for, and/or form a significant and integral part of, the performance of the person's own occupation that cannot reasonably be omitted or modified.

Own occupation means your trade, profession or type of work you do for profit or pay. It is not a specific job with any particular employer and is irrespective of location and availability.

The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the insured person expects to retire.

For the above definition, disabilities for which the relevant specialists cannot give a clear prognosis are not covered.

Total permanent disability – *unable before age 65 to do 3 specified work tasks ever again.*

Loss of the physical ability through an illness or injury before age 65 to do at least 3 of the 6 work tasks listed below ever again.

The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the insured person expects to retire.

The insured person must need the help or supervision of another person and be unable to perform the task on their own, even with the use of special equipment routinely available to help and having taken any appropriate prescribed medication.

The work tasks are:

- **Walking** – the ability to walk more than 200 metres on a level surface.
- **Climbing** – the ability to climb up a flight of 12 stairs and down again, using the handrail if needed.
- **Lifting** – the ability to pick up an object weighing 2kg at table height and hold for 60 seconds before replacing the object on the table.
- **Bending** – the ability to bend or kneel to touch the floor and straighten up again.
- **Getting in and out of a car** – the ability to get into a standard saloon car, and out again.
- **Writing** – the manual dexterity to write legibly using a pen or pencil, or type using a desktop personal computer keyboard.

For the above definition, disabilities for which the relevant specialists cannot give a clear prognosis are not covered.

4A. ADDITIONAL CRITICAL ILLNESS BENEFIT

- (a) Provided Critical Illness Cover has been included under the Plan, Additional Critical Illness Benefit will also be included under the Plan.
- (b) In the event that the Life Insured is diagnosed as suffering from, or has undergone surgery for, one or more of the illnesses or conditions listed in condition 4A(c) below and no Premium is due and unpaid and a claim for Critical Illness Cover or Terminal Illness Benefit has not already been accepted under this Plan, we will, subject to receiving such

satisfactory proof of that condition as we may reasonably require to enable us to assess the claim, pay the Additional Critical Illness Benefit to the Planholder. If a claim meets the definition for Critical Illness Cover and an Additional Critical Illness Benefit at the same time, we will only pay a claim for the Critical Illness Cover.

- (c) To be eligible for Additional Critical Illness Benefit, the Life Insured must be diagnosed as suffering from one or more of the following illnesses or conditions stated below. In determining that diagnosis, we will consider the views of the Life Insured's medical adviser and may consult our medical advisers and/or our reassurers, if appropriate.

Arteriovenous malformation (AVM) of the brain – with specified treatment

The undergoing of craniotomy, endovascular repair or radiosurgery to treat an arteriovenous malformation (AVM) of the brain.

Bladder removal

Complete surgical removal of the urinary bladder (total cystectomy).

For the above definition the following are not covered:

- Urinary bladder biopsy
- Removal of a portion of the urinary bladder

Carcinoma in situ of the breast – requiring surgery to remove the tumour

Carcinoma in situ of the breast positively diagnosed with histological confirmation by biopsy together with the undergoing of surgery to remove the tumour.

For the above definition, the following is not covered;

- Lobular carcinoma in situ

Carcinoma in situ of the cervix – requiring treatment with hysterectomy

Carcinoma in situ of the cervix positively diagnosed with histological confirmation together with the undergoing of a hysterectomy on the advice of a specialist, to treat the carcinoma in situ of the cervix.

The following are excluded:

- All grades of dysplasia
- Cervical squamous intra-epithelial lesion (SIL) and Cervical intra-epithelial neoplasia (CIN), unless carcinoma in-situ is present
- Carcinoma in-situ of any other gynaecological organ (for example the ovary, or the fallopian tube)
- Any other disease or disorder of the cervix or other gynaecological organs that is treated with hysterectomy.

Carcinoma in situ of the testicle – requiring surgical removal of one or both testicles

Carcinoma in situ of the testicle (also known as intratubular germ cell neoplasia unclassified or ITGCNU) positively diagnosed with histological confirmation and treated with an orchidectomy (complete surgical removal of the testicle).

Cerebral aneurysm – with specified treatment

The undergoing of craniotomy, endovascular repair or radiosurgery to treat a cerebral aneurysm.

Crohn's disease – treated with intestinal resection

A definite diagnosis by a consultant gastroenterologist of Crohn's disease which has been treated with surgical intestinal resection.

Low grade prostate cancer – with specified treatment

Tumours of the prostate histologically classified as having a Gleason score between 2 and 6 inclusive provided the tumour has progressed to a clinical TNM classification between T1N0M0 and T2aN0M0; and the tumour has been treated by one of the following:

- Complete removal of the prostate.
- External beam or interstitial implant radiotherapy.
- Cryotherapy.
- Hormone therapy.
- High intensity focused ultrasound.

For the above definition, the following is not covered:

- Prostate cancers where the treatment is not one of the specified treatments above, or requires observation only.

Non-malignant pituitary tumour – with specified treatment

A non-malignant pituitary tumour requiring radiotherapy or surgical removal.

For the above definition the following are not covered:

- Non-malignant tumours of the pituitary gland treated by any other method.

Removal of an eyeball

Surgical Removal of an eyeball due to disease or injury. Self-inflicted injuries are excluded.

Significant visual impairment

Permanent and irreversible loss of sight to the extent that even when tested with the use of visual aids is measured at 3/60 to 6/60 in the better eye using a Snellen chart, or visual field is reduced to 20° or less of arc as certified by an ophthalmologist.

- (d) The amount of Additional Critical Illness Benefit payable will be the lesser of £20,000 or 20% of the Critical Illness Cover under the Plan.

- (e) Additional Critical Illness Benefit will be paid once in respect of each of the conditions listed in Condition 4A(c) above for each Life Insured and then the benefit will cease in respect of that Life Insured. This will not affect any claims under Condition 5(b)(ii).

5. CHILDREN'S BENEFIT

- (a) Provided Critical Illness Cover has been effected under the Plan, Children's Benefit will also be included under the Plan.
- (b) For Children's Benefit to be payable, the child covered must be diagnosed with, or undergo surgery for, a Relevant Critical Illness or die during the period of cover. The period of cover will start from when the child covered is 30 days old and end on their 18th birthday, or 21st birthday if they are in full time education. The Relevant Critical Illnesses under which Children's Benefit may be payable are (i) those Critical Illnesses defined in Condition 4(c) above but excluding Total Permanent Disability – of specified severity; and (ii) the conditions listed in clause 4A(c) above (Additional Critical Illness Benefit).
- (c) For the purposes of Condition 5(b), children will include step-children and legally adopted children of the Life Insured.
- (d) In the event that a child covered by the Plan under Condition 5(b) suffers a Relevant Critical Illness or dies we will, subject to receiving such proof of Relevant Critical Illness or death as we may reasonably require to enable us to assess the claim, pay Children's Benefit to the Planholder.
- (e) The amount of Children's Benefit payable in respect of a Relevant Critical Illness claim will be the lesser of £25,000 or 50% of the Critical Illness Benefit under the Plan. The amount of Children's Benefit payable in respect of death will be £5,000.

- (f) Children's Benefit will be paid once for a Relevant Critical Illness claim and once for a death claim in respect of the same child. Following a payment of Children's Benefit, the Plan will continue in force.
- (g) For the purposes of Condition 5(b) by full time education we mean attendance at a full time course at a school, college or university. This includes work placements that are part of a full time course but excludes breaks from education, for example gap years.

6. PREMIUM PROTECTION

- (a) Provided that Premium Protection has been included under the Plan and no Premium is due and unpaid, we will, subject to the Plan Conditions, waive future Premiums on the Incapacity of the Life Insured during the Period of Waiver. Premiums will not be waived in the circumstances described in Condition 8(f).
- (b) Incapacity can be defined in one of the following ways:
 - (i) The Life Insured is totally unable to follow their Normal Occupation as a result of sickness or accident and is not following any other occupation. Normal Occupation means the occupation of the Life Insured immediately before sickness or accident that resulted in the claim.
 - (ii) The Life Insured is consistently unable to perform three or more of the Personal Capabilities listed in Condition 6(c)(i) below or suffer one of the Serious Conditions listed in Condition 6(c)(ii) below.

The definition applied to the Life Insured is specified in the Plan Schedule, unless immediately before the sickness or accident that resulted in the claim the Life Insured was not in gainful employment. In this case, the definition will be 6(b)(ii) above.

- (c) (i) Personal Capabilities

The Personal Capabilities are:

1. Sitting in a chair – sit in a chair for at least 30 minutes without unreasonable discomfort. 'Sit' means the ability to maintain the position of the trunk without the aid of the arms of a chair, or any other person, object or appliance.

2. Standing – stand and perform light tasks such as making a cup of tea, using one hand for support, for a period of at least five minutes.

3. Walking – walk a distance of more than 200 metres on flat ground without stopping. 'Walk' means normal walking without the use of sticks, crutches or other assistive devices.

4. Lifting and carrying – lift a 2kg bag of potatoes from waist height using either hand and carry it for five metres. 'Either hand' means both arms have to be disabled in order to satisfy the test; the test is not concerned with the ability to do this with both hands together; the 'bag of potatoes' is without handles.

5. Walking up and down stairs – walk up and down a flight of ten standard household stairs without taking a rest. Walk 'up and down' means that both tasks cannot be managed within a reasonable period, but not necessarily one after the other.

6. Bending and kneeling – bend or kneel to pick up a paperback book from the floor and straighten up again unaided. The activity begins from the sitting position. The intention is that the posture can be reached in such a way as to allow the performance of tasks commonly required in the average home or place of employment.

7. Using hands – pick up a pencil or pen from a table with forefinger and thumb. The inability of both hands is required to satisfy the test.

8. Combined movement – the ability to get in and out of a standard saloon car passenger seat.

9. Maintain an ordinary UK driving licence – without suffering fits or blackouts such that reasonable medical opinion requires the revocation of any ordinary UK driving licence or would preclude obtaining one. Ordinary UK driving licence means a licence to drive Group 1 categories of vehicles only, and fitness to drive in the above circumstances is governed by the prevailing regulations as applied by the DVLA.

(ii) Serious Conditions

The Serious Conditions are:

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

2. Deafness – 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.

3. Terminal Illness – advanced or rapidly progressing incurable illness where, in the opinion of an attending consultant and our Medical Officer, the life expectancy is no longer than 12 months.

4. Complete Dependency – being totally incapable of caring for one-self, requiring 24 hour medical supervision in a hospital or nursing home.

5. Mental Illness

- a) Diagnosis of a severe mental illness by a Consultant Psychiatrist which has resulted in in-patient admission for at least seven consecutive days on the direction of the Consultant Psychiatrist, and results in both:
- severe and continuous reduction in mental and social functioning, and
 - continuous supervision and care under the NHS Care Programme approach at the highest level.

Or

- b) Brain disease or brain injury causing progressive loss of ability to understand, perceive, reason, express and remember, giving rise to you requiring continuous personal care.
- (d) Period of Waiver means a continuous period of Incapacity excluding the Deferred Period. The Period of Waiver ceases on the earliest of the following:
- (i) the End Date of the Plan
 - (ii) the date on which the Incapacity ceases
 - (iii) payment of benefit under Conditions 2 (Life Insurance Amount), 3 (Terminal Illness Benefit) or the payment of Integrated Critical Illness Cover under Condition 4 (Critical Illness Cover) where such payment brings the Plan to an end.

A recurrence of Incapacity from the same cause within a 13-week period from when Premiums were waived under this Condition, will be considered a continuation of the original Incapacity and the Deferred Period will not start again.

- (e) The Premiums waived will be:
- (i) Monthly Premiums

We will waive the payment of monthly Premiums due during a Period of Waiver.

- (ii) Annual Premiums

We will waive the payment of part of each annual Premium due during or immediately following a Period of Waiver. The part waived will be equal to the amount of the annual Premium multiplied by the number of monthly Premiums which would have been waived if Premiums were payable monthly, divided by 12.

The amount of any Premium waived will be assumed to have been paid to us on the due date of such Premium.

- (f) The Deferred Period means the initial 1, 3 or 6 months of Incapacity as specified in the Plan Schedule.

7. MORTGAGE PAYMENT PROTECTION

- (a) Provided that Mortgage Payment Protection has been included under the Plan and no Premium is due and unpaid, we will, subject to the Plan Conditions, pay Mortgage Payment Protection as specified in the Plan Schedule, on the Incapacity of the Life Insured during the Period of Incapacity.

Where the Life Insured immediately preceding the start of Incapacity is solely engaged in household duties, in a Part-time Occupation or is unemployed, the amount of Mortgage Payment Protection will be £200 a month. This amount is not subject to any reduction as described in Condition 7(d). The Personal Capabilities and Serious Conditions definition of Incapacity as defined in 7(b)(iii) will apply to those engaged in household duties, Part-time Occupations or who are unemployed.

For the purposes of this Condition, Part-time Occupation means an occupation performed for reward or profit and which the Life Insured is engaged in for at least six months prior to the onset of Incapacity and for an average of not more than 16 hours each week during those six months.

Mortgage Payment Protection will be paid monthly in arrears and will be paid pro-rata for any periods of qualifying Incapacity of less than one month.

Mortgage Payment Protection will not be paid in the circumstances described in Condition 8(g).

- (b) Incapacity can be defined in one of the following ways:
- (i) The Life Insured is totally unable to follow the duties of their Normal Occupation as a result of illness or injury and is not following any other occupation.
 - (ii) The Life Insured is totally unable to follow the duties of their Normal Occupation or any occupation to

which the Life Insured is suited by reason of education, training or experience as a result of illness or injury and is not following any other occupation for profit or reward.

- (iii) The Life Insured is, consistently unable to perform three or more of the Personal Capabilities listed in Condition 6(c)(i) above or suffers one of the Serious Conditions listed in Condition 6(c)(ii) above as a result of illness or injury and is not following any occupation.

The definition applied to the Life Insured is specified in the Plan Schedule. For the purposes of Condition 7(b)(i) Normal Occupation means each and every occupation or occupations performed for reward or profit and in which the Life Insured is engaged during the 52 weeks immediately preceding Incapacity.

- (c) Period of Incapacity means a continuous period of Incapacity excluding the Deferred Period. The Deferred Period means the initial 1, 3, 6, 13 or 26 months of Incapacity as specified in the Plan Schedule. The Period of Incapacity ceases on the earliest of the following:
- (i) End Date of the Plan.
 - (ii) The date on which the Incapacity ceases.
 - (iii) The date on which there is no longer any loss of earnings.
 - (iv) Payment of benefit under Conditions 2 (Life Insurance Amount) or 3 (Terminal Illness Benefit).
 - (v) Payment of Integrated Critical Illness Cover under Condition 4 (Critical Illness Cover).
 - (vi) Payment of Independent Critical Illness Cover under Condition 4 (Critical Illness Cover) but only if the Planholder has also selected Integrated Critical Illness Cover.

Where the Life Insured travels or temporarily resides outside the European Union, Channel Islands, Isle of Man, USA or Canada for more than six months during the Period of Incapacity, we will stop paying Mortgage Payment Protection until the Life Insured returns to the European Union, Channel Islands, Isle of Man, USA or Canada or when the Period of Incapacity ceases as described above, whichever occurs first.

Where during the Period of Incapacity the Life Insured is remanded in custody or is subject to a custodial sentence, we will stop paying Mortgage Payment Protection until the Life Insured is released from custody or the end of the Period of Incapacity, whichever occurs first.

A recurrence of Incapacity from the same cause within a 12 month period of Mortgage Payment Protection having been paid under this Condition will be considered a continuation of the original Incapacity and the Deferred Period will not start again.

- (d) If the annual amount of Mortgage Payment Protection together with amounts payable from other insurance plans or from any other source during, or as a consequence of, Incapacity exceeds 50% of the Life Insured's Normal Earnings, the amount of Mortgage Payment Protection will be reduced by the excess. This reduction in Mortgage Payment Protection payable by us will not give rise to a refund of Premiums.
- (e) For the purposes of Condition 7(d) amounts payable from other sources includes:
 - (i) continuing payments from your employment – such as sick pay, benefits in kind or dividends
 - (ii) continuing income from a business
 - (iii) pension payments (unless the Life Insured would have received them if they were still working)

- (iv) any income paid as a direct consequence of Incapacity (other than State Benefits)
- (v) other insurance benefits.
- (f) For the purposes of these Plan Conditions "Normal Earnings" means:
 - (i) employed salary, being gross earnings, salary or wage (including benefits in kind as defined in Condition 7(f)(ii)) from the Life Insured's employment during the period of 12 months preceding the start of Incapacity before the deduction of tax
 - (ii) benefits in kind, being car, living accommodation and private medical insurance up to a maximum aggregate taxable total of £10,000
 - (iii) dividends or distributions where income from a trade or business is received in the form of company dividends or distributions provided:
 - the dividends or distributions are paid direct to the Life Insured instead of regular wages or salary in the 12 months preceding the start of Incapacity;
 - the dividends or distributions are consistent with the level of regular wages or salary which the paying company's trading position reasonably allows on a continuing basis; and
 - the dividends or distributions cease in the event of Incapacity.
 - (iv) Self employed earnings, being gross personal income from the Life Insured's business during the 12 months immediately preceding the start of Incapacity, less any amount allowed as expenses against income tax, before the deduction of income tax i.e. net profit.
- (g) We will review that part of the Premium relating to Mortgage Payment Protection (the "Mortgage Payment Protection Premium") prior to the 5th anniversary of the inclusion of Mortgage Payment Protection in the Plan, and prior to every

anniversary thereafter (the "Review Dates"). The Mortgage Payment Protection Premium will not change before the first review. Each time we review the Mortgage Payment Protection Premium this could result in an increase or decrease in the Premium payable.

- (h) The initial Mortgage Payment Protection Premium is calculated using certain assumptions and may increase or decrease at each Review Date if our view of any of the assumptions changes for any of the valid reasons listed below. If this happens we will compare our view of the assumptions that apply at the time of the review with those that applied when Mortgage Payment Protection was first included in the Plan and at the last review. By reference to that comparison, we will use a fair and reasonable method to calculate any change in the Mortgage Payment Protection Premium. There is no upper or lower limit to the change in Premium that may apply.

As a result of a review, we may change the Mortgage Payment Protection Premium payable from a Review Date for any of the following valid reasons:

- Medical advances and trends, including changes in available cures and diagnostic techniques which affect our expectations of future claims
- Industry developments and experience, our claims experience and that of other product providers and reinsurance companies
- Investment returns
- Taxation, legislation and regulation
- Cost of reinsurance
- Lapse rates of our Plans which include Income Protection cover
- Any event outside our control which we expect to have an impact on future claims which we could not reasonably have foreseen when our assumptions were last reviewed.

The Mortgage Payment Protection Premium payable is based on our view of the following assumptions:

- Medical advances and trends, including changes in available cures and diagnostic techniques
- Industry developments and experience, our claims experience and that of other product providers and reinsurance companies
- Investment returns and factors which will affect those returns
- Taxation, legislation and regulation
- Cost of reinsurance
- Lapse rates of our Plans which include Income Protection cover.

Any changes in the Mortgage Payment Protection Premium will not depend on the Life Insured's individual circumstances, for example their health, age, lifestyle and individual claims experience at the time of the review.

- (i) If, following a review, the Mortgage Payment Protection Premium needs to change, the Planholder will be notified in writing of the proposed change at least 60 days prior to the Review Date unless the valid reason for the change is beyond our control and means only a shorter notice period is possible. The Planholder may then agree within the time reasonably allowed to either:
- (i) pay the changed Mortgage Payment Protection Premium; or
 - (ii) if the review has resulted in an increased Mortgage Payment Protection Premium, continue to pay the same Mortgage Payment Protection resulting in the Mortgage Payment Protection cover being reduced pro-rata as from the Review Date; or
 - (iii) end their entire Mortgage Life Insurance Plan, in which case there would be no cash value payable and all benefits and cover would stop; or

(iv) choose to remove Mortgage Payment Protection as a benefit under the Plan.

Changes to the benefits under the Plan or the Mortgage Payment Protection Premium payable will be effective from the Review Date following a review.

If the Planholder does not notify us of a preference at least 14 days before the Review Date, the Mortgage Payment Protection Premium will be changed in accordance with Condition 7(i)(i).

- (j) If following a Period of Incapacity the Life Insured as a result of the Incapacity follows a different occupation with reduced Normal Earnings, we will pay Proportionate Mortgage Payment Protection.
- (k) If following a Period of Incapacity, the Life Insured resumes his or her Normal Occupation but a continuing partial incapacity restricts the scope of the Life Insured's duties resulting in reduced Normal Earnings, we will pay Rehabilitation Mortgage Payment Protection for a maximum period of 12 months.
- (l) The Proportionate and Rehabilitation Mortgage Payment Protection payable will be that percentage of Mortgage Payment Protection by which the Life Insured's Normal Earnings are reduced.
- (m) No Proportionate or Rehabilitation Mortgage Payment Protection is payable if immediately before the start of the Life Insured's Incapacity the applicable definition of Incapacity was that described in Condition 7(b)(iii).
- (n) For the purposes of calculating Normal Earnings in respect of Proportionate and Rehabilitation Mortgage Payment Protection, any net increase in the Retail Prices Index, between the start of Incapacity and the date when eligibility for Proportionate or Rehabilitation Mortgage Payment Protection arises, will be taken into account. Proportionate and Rehabilitation Mortgage Payment Protection in the course

of payment will not be reduced by increases in Normal Earnings during the period in which Proportionate and Rehabilitation Mortgage Payment Protection is being paid provided that the increases do not exceed increases in the Retail Prices Index. If the Retail Prices Index ceases to be published, from that date forward, this Condition will be based on any index that replaces it or, if no replacement is published, an alternative basis that we reasonably consider to be suitable. We will notify the Planholder of any change of index.

8. EXCLUSIONS

- (a) We will not pay any benefit:
 - (i) unless we receive any documents and evidence we require in accordance with Condition 10 (Payment of Benefits)
 - (ii) if we have to cancel the Plan in accordance with condition 15(b) or 15(c)(iii)
- (b) We will not pay the Life Insurance Amount if:
 - (i) a claim for Terminal Illness Benefit or Critical Illness Benefit has already been accepted under this Plan.
 - (ii) the death of the Life Insured is caused by intentional self-inflicted injury or suicide within 12 months from the Plan Start Date.
- (c) We will not pay the Terminal Illness Benefit if:
 - (i) diagnosis of the Terminal Illness occurs after the End Date of the Plan.
- (d) We will not pay the Critical Illness Cover:
 - (i) unless the illness or condition fully satisfies the relevant definition listed in Condition 4(c)
 - (ii) unless the Life Insured is still alive 14 days after being diagnosed as suffering from a Critical Illness as detailed in Condition 4(c)

(iii) in respect of Total Permanent Disability unless we receive notice of disablement within 13 weeks of the start of Total Permanent Disability

(iv) if the illness or condition is specifically excluded in the Plan Schedule

(v) in respect of Blindness, Coma, Deafness, Loss of Hand or Foot, Loss of Independent Existence, Loss of Speech, Paralysis of a Limb, Third Degree Burns, Total Permanent Disability or Traumatic Brain Injury if we reasonably determine that it is caused directly or indirectly through the Life Insured's use or involvement in any of the following:

- **Criminal acts or self-inflicted injury**

Taking part in a criminal act or intentional self-inflicted injury.

(e) We will not pay the Children's Benefit:

(i) unless the child in respect of whom a claim is made is alive 14 days after diagnosis or undergoing surgery in respect of a claim for Relevant Critical Illness. If the child is not alive after this period then a claim in respect of death will be payable.

(ii) if a claim for the Life Insurance Amount, Terminal Illness Benefit or Critical Illness Cover is accepted in respect of a Life Insured under the Plan

(iii) the Relevant Critical Illness giving rise to a claim for Children's Benefit resulted from a condition existing before the child became covered by the Plan

(iv) in respect of Blindness, Coma, Deafness, Loss of Hand or Foot, Loss of Independent Existence, Loss of Speech, Paralysis of a Limb, Third Degree Burns or Traumatic Brain Injury if we reasonably determine that

the Relevant Critical Illness is caused directly or indirectly through the child's use or involvement in any of the following:

- **Criminal acts or self-inflicted injury**

Taking part in a criminal act or intentional self-inflicted injury.

(f) We will not waive Premiums following a Premium Protection claim:

(i) until the Deferred Period listed in the Plan Schedule has expired

(ii) if the cause of Incapacity is specifically excluded in the Plan Schedule

(iii) if the person incapacitated is living outside of the European Union for more than 13 consecutive weeks in any 12 month period

(iv) if we reasonably determine that the Incapacity is caused directly or indirectly through the Life Insured's use or involvement in any of the following:

- **Criminal acts or self-inflicted injury**

Taking part in a criminal act or intentional self-inflicted injury.

(g) We will not pay Mortgage Payment Protection:

(i) until the Deferred Period listed in the Plan Schedule has expired

(ii) if written notice of Incapacity is received more than three months after the Incapacity started and, due to the delay, we are unable to verify that there is a valid claim due to the Incapacity of the Life Insured

(iii) if a claim for Integrated Critical Illness Cover has been paid

(iv) unless Life Insured is under the regular supervision and treatment of a Registered Medical Practitioner in respect of their Incapacity

- (v) if we reasonably determine that the Incapacity is caused directly or indirectly through the Life Insured's use or involvement in any of the following:

- **Criminal acts or self-inflicted injury**

Taking part in a criminal act or intentional self-inflicted injury.

- **Drug abuse**

Alcohol or solvent abuse, or the taking of drugs except under the direction of a Registered Medical Practitioner.

- (h) We will not pay the Additional Critical Illness Benefit:
- (i) unless the illness or condition fully satisfies the relevant condition listed in Condition 4A(c)
 - (ii) unless the Life Insured is still alive 14 days after being diagnosed as suffering from one or more of the illnesses or conditions as detailed in Condition 4A(c)
 - (iii) if the illness or condition is specifically excluded in the Plan Schedule
 - (iv) if a claim for Critical Illness Cover or Terminal Illness Benefit has already been accepted under this Plan.
 - (v) in respect of Removal of an eyeball if we reasonably determine it is caused directly or indirectly through the Life Insured's use or involvement in any of the following:
 - **Criminal acts or self-inflicted injury**
Taking part in a criminal act or intentional self-inflicted injury.

9. LIFE (LIVES) INSURED

- (a) For joint life plans, the Life Insurance Amount will be payable to the Planholder on the death of the Life Insured who dies first provided the Plan term has not expired. The Life Insurance Amount will be paid on one occasion only and upon payment, the Plan will cease and no other benefit will be payable.

- (b) For joint life plans, Terminal Illness Benefit will be payable on the first diagnosis of Terminal Illness. Terminal Illness Benefit will be paid on one occasion only and upon payment, the Plan will cease and no other benefit will be payable.

- (c) For joint life plans, Integrated Critical Illness Cover will be payable on the first occurrence of Total Permanent Disability or Critical Illness where specified in the Plan Schedule as being on both Lives Insured. Integrated Critical Illness will be paid on one occasion only and upon payment, the Plan will cease and no other benefit will be payable.

- (d) For joint life plans, Independent Critical Illness Cover will be payable on the first occurrence of Total Permanent Disability or Critical Illness on each Life Insured where specified in the Plan Schedule as being on both Lives Insured. Upon payment of the Independent Critical Illness Cover the Plan will continue unless it was paid at the same time as Integrated Critical Illness Cover in which case the Plan will cease and no other benefit will be payable.

- (e) Reference to the Life Insured in Condition 6 (Premium Protection) will mean, in the case of a joint life plan, the person or any of the persons nominated for the purpose of Condition 6 (Premium Protection) in the Plan Schedule.

- (f) Reference to the Life Insured in Condition 7 (Mortgage Payment Protection) will mean, in the case of a joint life plan, the person or any of the persons nominated for the purpose of Condition 7 (Mortgage Payment Protection) in the Plan Schedule.

- (g) For joint life policies, Additional Critical Illness Benefit will be payable once in respect of each of the conditions listed in Condition 4A(c) above for each Life Insured and then the benefit will cease in respect of that Life Insured.

10. PAYMENT OF BENEFITS

- (a) The payment of any benefit will be subject to us receiving such proof as we may reasonably require of:
- (i) the happening of an event on which any benefit is payable or the continuation of the circumstances under which any benefit is payable,
 - (ii) the claimant having legal ownership of the Plan,
 - (iii) the date of birth of the Life Insured, or child in respect of a claim for Children's Benefit,
 - (iv) our completed claim form,
 - (v) earnings,
 - (vi) conversations with and reports from third parties, such as coroners and the police, and
 - (vii) such other information as we may reasonably require to enable us to assess the claim.

This information is to be provided at the Planholder's expense. Claims for Premium Protection and Mortgage Payment Protection should be sent to us in writing as soon as possible after the start of Incapacity. Failure to do this within three months of the start of Incapacity could prevent us being able to validate any claim and lead to postponement or refusal of the claim (as detailed in Condition 8(g)(ii)).

- (b) Payment of Terminal Illness Benefit, Critical Illness Cover, Children's Benefit, Additional Critical Illness Benefit, Premium Protection or Mortgage Payment Protection will be subject to us receiving, in addition, such other information and evidence as we may reasonably require, including:
- (i) medical certificates and evidence of Incapacity, Terminal Illness, Total Permanent Disability or Critical Illness (including Relevant Critical Illness

under Condition 5 (Children's Benefit) and Additional Critical Illness under Condition 4A) to be provided at the Planholder's expense. When requesting such information, we will do no more than is reasonably necessary, having regard to the individual circumstances, to determine whether a benefit is payable

- (ii) medical examinations of and/or tests including blood tests on the Life Insured (or child of the Life Insured for Children's Benefit claims) carried out at our expense at such intervals as we may reasonably require, having regard to the individual circumstances, by a medical examiner appointed by us
 - (iii) written consent to allow us to receive the results of any medical examinations and/or tests required under Condition 10(b)(ii).
 - (iv) signature on any declaration or consent form we provide allowing us access to the Life Insured's medical records.
- (c) Proof of earnings, required for payment of Mortgage Payment Protection, will include as a minimum:
- (i) for the employed a copy of the most recent 12 months' worth of pay slips, the most recent P60 certificate and, where relevant, a PAYE Coding Notice (or replacement) in respect of benefits in kind.
 - (ii) for the self employed and Directors of Limited Companies, self assessment tax returns; documentary evidence of personal earnings during the 12 month period prior to the start of Incapacity, as assessed for income tax purposes and declared to and agreed by HM Revenue & Customs, together with the profit and loss accounts (and associated dividend if a Director) which relate to this.

- (d) All medical certificates and the results of medical examinations and/or tests must be submitted to us in writing and must be provided by medical practitioners resident and practising in countries of the European Union (as constituted at 1st January 1999), Australia, Norway, Switzerland, USA, New Zealand, Canada or Malta. We may add further countries in the future.
- (e) Following acceptance of a claim for Premium Protection or Mortgage Payment Protection, the Life Insured must take reasonable steps as are necessary to assist recovery. This includes, but is not limited to:
 - (i) allowing access by disability counsellors and/or advisers appointed at our instruction;
 - (ii) accepting reasonable medical treatment; and
 - (iii) signing consent forms that are reasonably necessary.
- (f) If a claim for payment of benefits is in any respect invalid, then without affecting any other legal rights we may have, any benefit paid in respect of that claim must be refunded and any benefit payable in respect of that claim will be forfeited.
- (g) The Planholder must, as soon as reasonably practical, notify us and keep us informed of any claim or legal proceedings linked to the Incapacity of the Life Insured which gives rise to a Mortgage Payment Protection claim. The Planholder agrees to take steps as reasonably required by us in progressing or making a claim.
- (h) We will be entitled to take legal proceedings in the Planholder's name but if there is already a claim or legal proceedings as stated in Condition 10(g) above, we will be entitled to request the Planholder's legal advisers to take legal proceedings on our behalf in the Planholder's name and

retain any monies received which relate to any benefit and costs paid or payable under the Mortgage Payment Protection Option. We shall have full control in the conduct of such proceedings and settlement (where required). Please note, we will not be responsible for any claim for uninsured losses, for which the Planholder should seek independent legal advice.

- (i) Where we do not receive the information we reasonably require to determine whether a Benefit is payable, there will be no refund of any Premiums already paid.

11. MOVING HOUSE AND HOME IMPROVEMENT OPTION

- (a) If:
 - (i) the Life Insured moves house or makes home improvements before the End Date specified in the Plan Schedule or any revised End Date and
 - (ii) borrows money to assist in the purchase of the new property or make home improvements

the Life Insured (who must also be the Planholder) may within three months of borrowing the money effect a further plan to cover the additional borrowing, provided the Moving House and Home Improvement Option has been included, as specified in the Plan Schedule.

- (b) The combined Life Insurance Amount under the Plan and the Life Insurance Amount under the new plan cannot exceed the lower of:
 - (i) twice the Life Insurance Amount of the Plan on the Start Date less the initial Life Insurance Amount of any other plan issued in exercise of the option under this Plan
 - (ii) the amount of the loan relating to the purchase of the new property or home improvements
 - (iii) £150,000.

- (c) If Mortgage Payment Protection is included on the new plan:
 - (i) the combined Mortgage Payment Protection payments under the Plan and the new plan cannot exceed 50% of Normal Earnings
 - (ii) the new plan cannot have a shorter deferred period than the original Plan.
- (d) The Life Insured cannot effect a new plan under this Condition if the Life Insured has been diagnosed:
 - (i) as having a Terminal Illness
 - (ii) if Critical Illness Cover is included in the Plan, as having suffered Total Permanent Disability or as having a Critical Illness (including Additional Critical Illness Benefit under Condition 4A)
 - (iii) if Premium Protection is included in the Plan, as being incapacitated within the definitions of Incapacity set out in Condition 6 (Premium Protection). If Premium Protection has not been claimed and the Incapacity ceased more than three months before exercise of the Moving House and Home Improvement Option this restriction will not apply.
 - (iv) if Mortgage Payment Protection is included in the Plan, as being incapacitated within the definitions of Incapacity set out in Condition 7 (Mortgage Payment Protection). If Mortgage Payment Protection has not been claimed and the Incapacity has ceased more than three months before exercise of the Moving House and Home Improvement Option this restriction will not apply.
- (e) The new plan will be subject to our terms and conditions applicable at the time of issue. The new plan may have different limits on the age of the Life Insured, the term and the benefits available.

Mortgage Payment Protection can only be included in the new plan if normal

- underwriting terms with no premium loading or non standard exclusions have been applied to the Life Insured in the original Plan.
- (f) The Life Insured or the Lives Insured of the new plan will be the same as the Life Insured or the Lives Insured of the Plan.
- (g) The Premium for the new plan will be calculated using:
 - (i) the rates applicable;
 - (ii) the age of the Life Insured or Lives Insured; and
 - (iii) any other information provided at the time this option is selected.

Please note, if any part of the Premium relating to Critical Illness Cover (if included) is guaranteed, then this may not apply under the new plan if it is not generally available at the time for plans of this type.
- (h) This option can only be exercised before the Life Insured or, where there is more than one Life Insured, the eldest of the Lives Insured, attains age 55.

12. SEPARATION OPTION

- (a) Where the Plan is owned by two Planholders, if following the separation of two Planholders:
 - (i) the mortgage to which the Plan relates is rearranged in the name of either Planholder, or
 - (ii) either Planholder takes out a new mortgage on a new house.

the Planholders, who must also be the Lives Insured, may together choose to exercise the Separation Option.
- (b) Following exercise of the Separation Option the Plan will be cancelled. Each Planholder requiring a new plan will be issued with a new plan on his or her own life. Mortgage Payment Protection will not be available on the new plan.

- (c) The Separation Option must be exercised within three months of the mortgage being rearranged or a new mortgage taken out on a new house.

The new plans will be subject to our terms and conditions applicable at the time of issue. The new plans may have different limits based on the age of the Life Insured, the term and benefits available. Please note that if any part of the Premium relating to Critical Illness Cover (if included) is guaranteed then this may not apply under the new plan if it is not generally available at the time for plans of this type.

- (d) The Life Insurance Amount, Terminal Illness Benefit and Critical Illness Cover on the new plan cannot exceed the Life Insurance Amount, Terminal Illness Benefit and Critical Illness Cover on the Plan immediately before cancellation of the Plan. Subject to clause 12(c) above the new plans must expire on or before the End Date applicable to the Plan immediately before cancellation of the Plan.

13. PLAN FLEXIBILITY

- (a) Subject to satisfactory evidence of health, our underwriting requirements and terms prevailing at that time, the Planholder may request that from the date the next Premium is due one or more of the following changes may be made to the Plan after the Plan has been in force for at least one year:
 - (i) The Plan term may be increased provided that the revised End Date of the Plan occurs before the Life Insured's, or where there is more than one Life Insured, the eldest Life Insured's 76th birthday. If Critical Illness Cover is included the revised Plan End date must not occur after the 76th birthday of any Life Insured. If Mortgage Payment Protection is included the revised Plan End Date must not occur after the 65th birthday of any Life Insured.

- (ii) The Plan term may be reduced.
- (iii) Provided the Life Insured is under age 60, Integrated Critical Illness Cover and Independent Critical Illness Cover may be added to the Plan. Where there are two Lives Insured either or both of these benefits may be added in respect of either or both of the Lives Insured. Critical Illness Cover cannot be added to the Plan in respect of any Life Insured who will attain age 60 on or before the End Date.
- (iv) Mortgage Payment Protection may be added to the Plan provided Premium Protection has not been selected for the same Life Insured. Mortgage Payment Protection cannot be added to the Plan in respect of any Life Insured who will attain age 65 on or before the End Date.
- (v) Any of the benefits mentioned in Condition 13(a)(iii) and (iv) above can be removed from the Plan at the Planholder's request. Premium Protection may also be removed at the Planholders request.
- (vi) The Life Insurance Amount, Independent Critical Illness Cover and Mortgage Payment Protection can be increased or reduced at the Planholder's request. We will accept such requests subject to our underwriting requirements being met. If a change is accepted, the Life Insurance Amount, Terminal Illness Benefit and Integrated Critical Illness Cover will increase or decrease accordingly. Any increase to the Life Insurance Amount, Integrated Critical Illness Cover or Mortgage Protection Payment will be subject to the minimum increase we accept at the time the increase is requested.
- (vii) Change the frequency of Premium payments.

- (b) The changes referred to in Condition 13(a) (iii) to (vi) cannot be made in the three years, and in the case of Mortgage Payment Protection, five years, preceding the End Date or any revised End Date.
- (c) To give effect to the changes referred to in Conditions 13(a)(i) to (vi) we will either amend the Plan or issue a new plan in addition to, or instead of, the existing Plan.
- (d) Premiums for the altered Plan and/or a new plan will be calculated using rates in force at the time the alteration to the Plan is made or new plan issued. They will be based on the ages, smoker status and occupation of the Life or Lives Insured and on the information taken into consideration in agreeing to a request to change the Plan benefits. In particular guaranteed Premiums may not be available where Critical Illness Cover is added (by alteration to the Plan or by issue of a new plan) or increased in accordance with this Condition.
- (e) From time to time we will review the Critical Illnesses and their definitions that apply to new plans. As a result of this Condition, a Planholder might add Independent Critical Illness Cover or Integrated Critical Illness Cover, increase the amount of Independent Critical Illness Cover or increase the Life Insurance Amount. Following such an alteration, the Critical Illnesses and their definitions applying to new plans at the date of the alteration will apply to the amount of Independent Critical Illness Cover or Integrated Critical Illness Cover added to the Plan following the alteration.
- (f) If the Planholder requests an alteration to benefits in accordance with this Condition such that Independent Critical Illness Cover or Integrated Critical Illness Cover is decreased, after having previously been increased, such decrease will be set first against the most recently added Independent Critical Illness Cover or Integrated Critical Illness Cover.

14. SURRENDER

If the Plan is cancelled by the Planholder no payment will be made by us and the Plan will cease.

15. ALTERATIONS

- (a) We may change the terms of the Plan for any of the following reasons:
 - (i) To respond, in a proportionate manner, to changes in the way we administer policies of this type.
 - (ii) To respond, in a proportionate manner, to changes in technology or general practice in the life and pensions industry.
 - (iii) To respond, in a proportionate manner, to changes in taxation, the law or interpretation of the law, decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice with which we intend to comply.
 - (iv) To correct errors, if it is reasonable to do so.

If we consider any variation to these conditions is to the Planholder's advantage or is necessary to meet regulatory requirements, we may make the change immediately and will tell the Planholder at a later date.

We will tell the Planholder in writing of any change we consider is to their disadvantage (other than any change necessary to meet regulatory requirements) at least 60 days before the change becomes effective, unless it is not possible for us to do this, in which case we will give as much notice as we can.

- (b) If the date of birth of the Life Insured, or any of the dates of birth for joint life Plans, has been incorrectly stated, the benefits will be amended by us having regard to the true date of birth. If the true date of birth is such that, had it been known by us at the time the Plan was

proposed for, the Life Insured would have fallen outside of the prescribed age limits to be eligible for the Plan, then the Plan cannot continue. In such circumstances, the Plan would need to be cancelled with no benefits payable and the Premiums would be refunded, without interest.

- (c) We rely on the information that the Planholder gives to us. If any of the information the Planholder gives to us is not true or not complete and this might reasonably have affected our decision to provide this Plan, then we may:
- (i) change the terms of the Plan;
 - (ii) amend the Premiums due under the Plan; or
 - (iii) cancel the policy and refund the Premiums paid, without interest.
- (d) If Mortgage Payment Protection has been selected the Planholder must notify us of any change of risk relating to the Life Insured as soon as reasonably possible. Change of risk includes a change of residence, occupation, the tasks and duties within that occupation, ceasing to be employed or retirement before the End Date or revised End Date. Should there be a change of risk, we may, in line with reasonable underwriting practice, take any of the following action:
- (i) cancel the Mortgage Payment Protection;
 - (ii) increase or decrease the part of the Premium relating to Mortgage Payment Protection;
 - (iii) change the date on which the Mortgage Payment Protection ends;
 - (iv) increase the Deferred Period stipulated in the Plan; or
 - (v) change the definition of Incapacity.
- If, as a result of a notification to us of a change of risk the Mortgage Payment Protection is cancelled, we will give the Planholder at least 30 days' notice.

- (e) If Mortgage Payment Protection has been selected the Planholder must inform us as soon as reasonably possible of any other insurances or benefits for illness, injury or incapacity being effected in relation to any Life Insured. This includes, but is not limited to, mortgage or loan protection, continuation of income or benefits in kind.

16. ACCEPTANCE OF INSTRUCTIONS

Any instruction, request or notice will not be accepted by us until both it and any related information and documentation, as reasonably required to administer the Plan, that we may ask for, is received by us.

17. GENERAL

- (a) Should ownership of the Plan be transferred to someone else (an assignment), we must be in receipt of the written notice of assignment before any payment can be made.
- (b) In these Plan Conditions 'we', 'us' and 'our' means Aviva Life and Pensions UK Limited.
- (c) In these Plan Conditions the "Planholder" means the person or persons specified as such in the Plan Schedule or any other person who becomes the legal owner of the Plan.
- (d) The Plan Schedule records details of the Plan at the Start Date. The exercise of any Option or any other alteration resulting in changes in the Premiums and the Benefits may not be reflected on the Plan. In this event, we will record such changes.
- (e) This Plan does not give any rights to any person other than the Planholder and Aviva Life and Pensions UK Limited. No other person shall have any rights to rely on any terms under this Policy. The Planholder and Aviva Life and Pensions UK Limited may amend or cancel this Plan without reference to, or the consent of, any other person.
- (f) The Plan will be governed by the laws of England.

