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## Business Life Insurance Options

# In focus

| Retirement | Investments | Insurance | Health |



## What is Business Life Insurance Options?

Business Life Insurance Options provides life cover with the added flexibility of critical illness cover, increasing cover, conversion option, renewal option and waiver of premium.

- Life cover pays out if the life covered dies during the policy term.
- Life and critical illness cover pays out if, during the policy term, the life covered dies or is diagnosed with a critical illness that meets our policy definition and survives for at least 10 days. We only cover the critical illnesses we define in our policy and no others.

Both types of cover include terminal illness cover. This pays out if, during the policy term, the life covered is diagnosed with a terminal illness that meets our definition.

We only pay the cover amount once, so when we've accepted a claim for the death benefit, terminal illness benefit or full critical illness benefit the policy will end.

The policy has no cash in value at any time.

It can be used for:

Key person protection

Shareholder/partnership protection

Business loan protection

Business Life Insurance Options can be used to cover one or two people, but it will only pay the cover amount once. So when we've paid a claim, the policy will end.

The policyholder can choose to have the cover amount paid as a lump sum or as annual instalments on the death or diagnosis of a terminal illness of the life covered during the policy term. If the policy includes critical illness cover, the cover amount can be paid – as a lump sum or in instalments – if the life covered is diagnosed with a critical illness during the term of the policy.

Business Life Insurance Options is designed to be flexible so it can meet the changing needs of a business.

The trust can be written in paper form or online through the application process. Completing the trust online is signature free. Any director completing the trust online on behalf of a company needs to ensure all shareholders are in agreement.

### Types of cover

The policyholder can choose from two types of cover:

#### Level cover

The cover amount stays the same throughout the policy term

#### Decreasing cover

The cover amount decreases by a fixed interest rate

For both level and decreasing cover, the premium remains the same throughout the term of the policy.

For decreasing cover, we offer rundown rates from 4% to 18%, selectable up to two decimal places, so you can match cover to your client's needs.

## What's covered?

### Life cover

When Business Life Insurance Options is used to provide life cover only, we'll pay one of the following benefits:

**Death benefit** – We'll pay the cover amount shown in the policy schedule if the life covered dies during the policy term.

**Terminal illness benefit** – We'll pay the cover amount shown in the policy schedule if the life covered is diagnosed with a terminal illness during the policy term and life expectancy is less than 12 months.

Once we've accepted a claim for the death benefit or terminal illness benefit, the policy will end.

### Life and critical illness cover

When Business Life Insurance Options is used to provide life and critical illness cover, as well as the above benefits, the policy will also include the following:

**Critical illness benefit** – We'll pay the cover amount shown in the policy schedule if the life covered is diagnosed with, or undergoes surgery for, a critical illness that meets our policy definition during the policy term and survives for at least 10 days.

Once we have accepted a claim for death benefit, terminal illness benefit or full critical illness benefit the policy will end.

For a list of the critical illnesses we cover, please see **Appendix 1**.

**19 critical illness conditions rated ABI+**

**Additional critical illness benefit** – We'll pay this benefit if, during the policy term, the life covered is diagnosed with, or undergoes surgery for, an additional critical illness which meets our policy definition and survives for at least 10 days.

We'll accept one claim per additional critical illness for each life covered.

We'll pay the lower of £25,000 or 25% of the cover amount, or the lower of £20,000 or 20% of the cover amount, depending on the additional critical illness.

We'll pay additional critical illness benefit as long as the policyholder hasn't already made, nor are they eligible to make, a claim for the death benefit, terminal illness benefit or critical illness benefit.

For a list of the additional critical illnesses we cover, please see **Appendix 2**.

**11 additional critical illnesses covered as standard**

We'll accept one claim per additional critical illness for each life covered. Claiming for additional critical illness benefit won't affect what we'll pay on a successful claim for death, terminal illness or full critical illness benefit in the future. We'll still pay the full cover amount. We will however only pay out the full cover amount once. The policy will then end.

### **Instalment option**

The instalment option means that the policyholder doesn't have to receive the cover amount as a lump sum. Instead, they can choose to receive up to five equal yearly instalments when they make a claim for the death benefit, critical illness benefit or terminal illness benefit.

The instalment option is only available at outset for policies with level cover.

### **What's not covered**

We won't pay a claim if the life covered dies as a result of suicide or intentional self-inflicted injury in the first 12 months of the policy. If this happens, the policy will end.

## **Additional benefits explained**

### **Second Opinion by Best Doctors®**

Second Opinion by Best Doctors gives the life covered access to Best Doctors' peer review network of medical experts who can give them the answers to any questions they have. So when they are faced with a medical problem, they'll have the information they need to make the right decisions for their treatment and recovery.

Best Doctors will collect the life covered's medical records and choose a suitable medical specialist for their condition. The specialist will then review their case, providing their expert medical opinion in a report which includes:

- Confirmation of diagnosis.
- Treatment recommendations.

Second Opinion by Best Doctors is a non-contractual benefit which we could remove at any time.

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Please note, the Best Doctors® service is not a regulated activity.

### **Business change benefit**

Policyholders can take out more cover without us asking further medical questions.

Business change benefit will only be included if:

- we accepted the policy on standard terms
- the oldest life covered is aged 54 or under.

If the original policy:

- is a single life policy – the new policy has to be a single policy.
- is a joint life policy – the new policy can be either single or joint. However, both policyholders need to agree to the new policy because it's not possible to change the lives covered.

## Business Life Insurance Options **In focus**

After they've had their policy for six months, the policyholder can use the business change benefit in the event of the following changes:

Business change	Evidence needed
Increase in value/salary of key person	Copy of financial accounts
Increase in the value of share ownership or financial interest	Copy of financial accounts
Increase in loan amount	Copy of loan offer

The policyholder can use the business change benefit as many times as they like on the original policy as long as:

- they take out the new policy before the oldest life covered turns 55
- they take out the new policy within 90 days of the business change happening
- they send us the evidence we need
- they haven't already made, nor are they eligible to make, a claim for any benefit
- the premium of the new policy meets the minimum premium limit that applies at the time.

The new policy can have critical illness cover if it was included on the original policy.

The new policy can have the instalment option even if it wasn't included on the original policy. If it was included, the instalment period on the new policy doesn't have to be the same.

The new policy can have the waiver of premium option if:

- it was included on the original policy
- the policyholder chooses a deferred period no shorter than that on the original policy
- it's available at the time they use the business change benefit.

The new policy won't include the:

- increasing cover option
- business change benefit
- renewal/conversion options.

The total cover amount for all the policies taken out using the business change benefit must not exceed the lower of:

- the original cover amount; or
- £200,000;
- the loan increase, the salary increase or the share value increase, where appropriate.

The new policy must end before the oldest life covered turns 70.

### **Business Protection Promise**

The policies you write for business protection will typically be of higher value than those for personal protection.

So we've increased the amount of free cover available under our Protection Promise for all Business Life Insurance Options policies.

If we can't make a decision on an application straightaway, they will now be covered for up to £1,000,000 of free life cover whilst we look into their case.

The free cover lasts until the earliest of:

- 10 days after we make our acceptance offer; or
- The date we decide to defer or decline your application; or
- The date you withdraw your application; or
- 90 days from our confirmation that the free cover has started.

The Protection Promise will pay out if a life covered dies unless:

- we haven't received complete and accurate information as part of the application
- death is the result of suicide or self-inflicted injury
- death is the result of a pre-existing medical condition present at the time of the application, which the life covered knew about or was having symptoms of.

## Optional benefits explained

### Waiver of premium

Waiver of premium is available at an extra cost and means we'll pay the premiums if the life covered meets our definition of incapacity and we accept a claim. We'll apply the own occupation definition of incapacity unless the life covered stopped performing any occupation more than 12 months before the start of incapacity. In these circumstances, we'll apply the activities of daily work definition. Both definitions are listed below:

### Own occupation

Due to illness or injury, the life covered is unable to perform the material and substantial duties that are normally required for and form a significant part of the performance of their own occupation, which cannot be reasonably omitted or modified.

This is the occupation the life covered is following immediately prior to their illness or injury.

'Occupation' means a trade, profession or type of work undertaken for profit or pay. It is not a specific job with any particular employer and is irrespective of location and availability.

### Activities of daily work

To meet the activities of daily work criteria the life covered must be unable to perform at least two of the following work tasks listed below.

### Work tasks

The life covered 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 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.

At the start of the policy, the policyholder can choose a deferred period of one, three or six months. After we've accepted a claim, we'll start paying the premiums at the end of the deferred period. So the policyholder should carry on paying their premiums until the end of the deferred period.

When the deferred period ends, we'll pay the premium until the first of the following events occurs:

- the policy ends
- the incapacity ends
- the life covered starts any occupation
- the date we accept a claim for the death, terminal illness or full critical illness benefit.

In order for us to carry on paying the premiums, we'll need evidence that the incapacity is continuing.

We won't pay the premiums if we establish that the life covered has been living outside of Andorra, Australia, Canada, the Channel Islands, the European Union, the Faroe Islands, Gibraltar, the Isle of Man, Liechtenstein, Monaco, New Zealand, Norway, San Marino, Switzerland, the UK, USA or the Vatican City for more than 13 consecutive weeks in any 12 month period.

### **Conversion option**

The conversion option is available at an extra cost and lets the policyholder convert their policy to a new whole of life policy without us asking any further medical questions.

The conversion option is available if:

- we accepted the policy on standard terms
- the policy has level cover
- the policy doesn't include critical illness cover
- the policy doesn't include the increasing cover option.

Because we cancel the original policy when the conversion option is used, partial conversions are not allowed.

The policyholder can use the conversion option at any time before their policy ends as long as they haven't already made, nor are they eligible to make, a claim for the death benefit or terminal illness benefit.

The new policy must:

- start immediately after the original policy ends
- have a cover amount less than, or equal to, the cover amount on the original policy.

Please note, if you choose the conversion option under a key person policy it may affect the availability of tax relief on premiums. Your clients should talk to their Inspector of Taxes about this.

Any references to tax treatment are based on Aviva's understanding of legislation and HM Revenue & Customs practice at the time of publication. Both of these are likely to change in the future, and a liability to tax may arise under an existing arrangement. Every care has been taken as to accuracy, but it must be appreciated that neither Aviva nor its representatives can accept responsibility for loss, however caused, suffered by any person who has acted or refrained from acting as a result of material published.

### **Renewal option**

The renewal option is available at an extra cost and lets the policyholder renew their cover on the policy end date without us asking any further medical questions.

The renewal option is available if:

- we accepted the policy on standard terms

- the policy has level life cover or level life and critical illness cover with guaranteed premiums
- the policy doesn't include the increasing cover option or reviewable critical illness cover.

The policyholder can use the renewal option as long as they haven't already made, not are they eligible to make, a claim for the death benefit, terminal illness benefit or critical illness benefit.

The new policy must:

- start immediately after the original policy ends
- have a policy term no longer than the original policy
- have a cover amount less than, or equal to, the cover amount on the original policy.

The new policy will include the same additional benefits, and can have the same policy options as the original policy, as long as they're available at the time.

If the policyholder has already claimed for additional critical illness on the original policy, they won't be able to claim for that particular illness on the new policy.

If the original policy has:

- life and critical illness cover – the new policy can have the same cover, or life cover only
- life cover – the new policy must also be life cover only.

### **For both the conversion and renewal options**

If the original policy:

- is a single life policy – the new policy has to be a single policy.
- is a joint life policy – the new policy can be either single or joint. However, both policyholders need to agree to the new policy because it's not possible to change the lives covered.

### **Total permanent disability**

Total permanent disability is an optional benefit which is available at an extra cost. It pays the cover amount on confirmation that the life covered is totally and permanently disabled. It's only available at outset and if critical illness cover is selected. It is subject to our acceptance following underwriting, and it may increase the total premium.

There are two definitions of TPD: Own occupation and activities of daily work

### **Own occupation**

- Loss of the physical or mental ability through an illness or Injury before age 71 to carry out 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 life covered's own occupation that cannot reasonably be omitted or modified.
- The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the policy ends or the life covered expects to retire.
- Disabilities for which the relevant specialists can't give a clear prognosis are not covered.
- Own occupation means the trade, profession or type of work the life covered does for profit or pay. It is not a specific job with any particular employer and is irrespective of location and availability.

### **Activities of daily work**

- Loss of the physical ability through an illness or injury before age 71 to do at least three of the six works 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 policy ends or the life covered expects to retire.
- The life covered 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:

1. Walking – the ability to walk more than 200 metres on a level surface.
2. Climbing – the ability to climb up a flight of 12 stairs and down again, using the handrail if needed.
3. 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.
4. Bending – the ability to bend or kneel to touch the floor and straighten up again.
5. Getting in and out of a car – the ability to get into a standard saloon car and out again.
6. Writing – the manual dexterity to write legibly using a pen or pencil, or type using a desktop personal computer keyboard.

In the event that the life covered is unemployed or redundant at the time of incapacity; we'll assess them using activities of daily work.

When we've paid out for total permanent disability, the policy will end.

The policy schedule will confirm whether total permanent disability is included on the policy. It will also show which definition applies to the life covered.

### **Increasing cover option**

The increasing cover option is available when level cover is selected. It lets the policyholder automatically increase their cover amount each year without us asking any further medical questions.

We will write to the policyholder each year to notify them about the option to increase their cover. The policyholder can choose not to increase their cover amount if they don't want to pay a higher premium. If they do this, their cover amount, and their premiums, will stay the same. They must tell us soon as possible before the anniversary date if they want us to cancel the increase.

We'll reinstate the increasing cover option the following year. However, if the policyholder decides against the increase three times in a row, we'll remove increasing cover from their policy.

The rate of the increase will be based on the:

- percentage increase in the Retail Prices Index (RPI) over the 12 month period ending 12 weeks before the start of the month in which the policy anniversary date falls (to a maximum of 10%); or
- fixed percentage shown in the policy schedule.

If the policyholder accepts the increase in cover amount, the premiums will increase. We'll take the current premium and multiply it by 1.5 and the rate of the increase.

For RPI increases, the premium won't increase by more than 15% each year (1.5 multiplied by the maximum increase of 10%).

If the change in the RPI is 0% or below, the cover amount – and the premium – will stay the same.

For fixed percentage increases, the premium will increase by 1.5 multiplied by the fixed percentage selected.

The increasing cover option is only available at outset.

### **Making changes to a policy**

Unless otherwise stated:

- The policyholder can make changes to their policy six months from the start date.
- We'll make the changes without any further medical information.
- We'll use the original premium rates based on the personal circumstances of the life covered.

Any changes will apply from the date the next premium is due.

### **Amending the policy**

If the policyholder makes any of the following changes, we'll amend the policy:

- Reducing the cover amount.
- Reducing the policy term.
- Increasing the policy term – we'll use the premium rates available when we make the change, based on the personal circumstances of the life covered. We may need to ask some further medical questions. Depending on the answer, we may not be able to carry out the increase. The policy term can't be increased if the policy includes the increasing cover or conversion/renewal options.
- Changing from monthly to yearly premiums, or the other way round.
- Changing from life and critical illness cover to life cover only – this will remove total permanent disability from the policy if it's included.
- Removing total permanent disability.
- Removing waiver of premium.
- Removing the increasing cover, conversion or renewal options – we'll remove the charge for the option from the premium.

### **Issuing a new policy**

If the policyholder increases the cover amount, we'll issue a new policy to go with the original policy, which will remain in force.

We may need to ask some further medical questions. Depending on the answers, we may not be able to carry out the change.

If we can carry out the change, the Business Life Insurance Options policy conditions in force at the time will apply to the new policy.

After any of the above changes, the premium can't be lower than the minimum premium limit which applies at the time we agree to the request.

## Appendix 1

### Details of critical illnesses covered

For each critical illness or condition listed in alphabetical order below, we have set out the definition we'll use when we're assessing a claim.

#### **Alzheimer's disease or pre-senile dementia** – *resulting in permanent symptoms*

A definite diagnosis of Alzheimer's disease or pre-senile dementia, by a consultant neurologist, psychiatrist or geriatrician. There must be permanent clinical loss of the ability to do all of the following:

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

#### **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 6/60 or worse in the better eye using a Snellen eye chart or visual field is reduced to 20 degrees or less of an arc, as certified by an ophthalmologist.

#### **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 clinical 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.

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### **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).

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 70 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, Andorra, the Channel Islands, the Faroe Islands, Gibraltar, the Isle of Man, Liechtenstein, Norway, Monaco, San Marino, Switzerland, Vatican City, the UK, USA, Canada, 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 the established procedures.
  - Where HIV infection is caught through a physical assault or as a result of an incident occurring during the course of performing normal duties of employment, the incident must be supported by a negative HIV antibody test taken within 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, Andorra, the Channel Islands, the Faroe Islands, Gibraltar, the Isle of Man, Liechtenstein, Norway, Monaco, San Marino, Switzerland, Vatican City, the UK, USA, Canada, 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 10 consecutive days

Any sickness or injury resulting in the insured requiring continuous mechanical ventilation by means of tracheal intubation for 10 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; and
- Ascites; and
- Encephalopathy.

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 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** – *where there have been symptoms*

A definite diagnosis of multiple sclerosis by a consultant neurologist. There must have been 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** – *resulting in permanent symptoms*

A definite diagnosis of Parkinson's disease or other named Parkinsonian syndrome of specified severity 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 is not covered:

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

### **Structural heart surgery**

The undergoing of heart 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.

## Appendix 2

### Details of additional critical illnesses covered

For each additional critical illness or condition, we have set out the definition we'll use when we're assessing a claim.

#### **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.

#### **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.

**Ulcerative colitis** – *treated with total colectomy*

A definite diagnosis of ulcerative colitis which is treated with total colectomy (removal of entire large bowel).

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