

YourLife Plan - Critical Illness with Term Assurance Cover Details



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This document is available in other formats. If you would like a Braille, large print or audio version, please contact our customer care team at:

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We are open Monday to Friday, 9.00am to 5.00pm, except bank holidays.

To make sure we have an accurate record of the instructions we are given, we may record or monitor phone calls.

Welcome to YourLife Plan

This booklet is the YourLife Plan - Critical Illness with Term Assurance Cover Details. It explains how your cover works.

If you've just taken out YourLife Plan - Critical Illness with Term Assurance, please read this booklet carefully and keep it in a safe place, along with your **Cover Summary** and **Application Details**. Together they make up your contract with us.

If you're thinking about taking out YourLife Plan - Critical Illness with Term Assurance, this booklet should be able to answer any questions you might have.

If there's anything that isn't clear or you have any questions, please speak to your financial adviser or call us on **0845 600 6820** (calls should cost no more than 5p per minute from a BT landline, networks may vary).

To make sure we have an accurate record of the instructions we are given, we may record or monitor phone calls.

Who provides YourLife Plan?

YourLife Plan is provided by Fortis Life UK Limited. We specialise in protection insurance - such as life insurance, critical illness cover and income protection.

Who can take out YourLife Plan?

YourLife Plan is only available to people resident in the United Kingdom. It is not available to people resident in the Channel Islands or Isle of Man.

The language we use in the Cover Details

We, us or our means Fortis Life UK Limited. You or your means the person covered or, where appropriate, their legal successors - unless a different meaning is given in a clause.

Look out for words in **bold** and **italics**. These are all explained in section D.

Section A:

The cover

A1 Critical Illness with Term Assurance

Critical Illness with Term Assurance will pay the **benefit** if:

- the person covered is diagnosed with a **critical illness** that we cover, or
- the person covered is diagnosed with a **terminal illness**, or
- the person covered dies, or
- the **child** of the person covered is diagnosed with a **children's critical illness** that we cover.

We list the critical illnesses that we cover and how we define them in section A2.

Any critical illnesses from this list that are not included in your **cover** will be shown in the **Cover Summary**.

For extra protection, the person covered can ask us to include the options: Waiver of Premium, **Total Permanent Disability** or **Total Permanent Disability** with **Temporary Disability**.

The amount of the **benefit** we will pay, and when, depends on the cause of the claim and the options included in the **cover**.

When we will pay the benefit

When we will pay the **benefit** depends on the **cover** shown in the **Cover Summary**. Where there is more than one life covered, this can be different for each person.

The following tables explain when we will pay the **benefit** if:

1. a claim is being made because the person covered dies or is diagnosed with a **critical illness** or **terminal illness**, or
2. a claim is being made because a **child** of the person covered has a **children's critical illness**, or
3. the **cover** includes **Total Permanent Disability**, or
4. the **cover** includes **Total Permanent Disability** with **Temporary Disability**, or
5. the **cover** includes Waiver of Premium.

1. If the claim is being made because the person covered dies or is diagnosed with a critical illness or terminal illness	
What's shown in the Cover Summary	When we will pay the benefit
Single life	<p>We will pay the benefit if the person covered:</p> <ul style="list-style-type: none"> • dies, or • is diagnosed with an illness that meets our definition of terminal illness, or • is diagnosed with a critical illness and the diagnosis meets our definition of critical illness, and they survive for 10 days after they are diagnosed. <p>After we have paid the full sum assured the cover stops. Children's critical illness payments don't affect the sum assured.</p>
Joint life	<p>We will pay the benefit if one of the people covered:</p> <ul style="list-style-type: none"> • dies, or • is diagnosed with an illness that meets our definition of terminal illness, or • is diagnosed with a critical illness and the diagnosis meets our definition of critical illness, and they survive for 10 days after they are diagnosed. <p>After we have paid the full sum assured the cover stops. Children's critical illness payments don't affect the sum assured.</p>

Anything we've written in **bold** and *italics* is explained in section D.

2. If a claim is being made because a *child* of the person covered has a *children's critical illness*

We will pay the **benefit** if a **child** of the person covered is diagnosed with a **children's critical illness**, and they survive for 10 days after they are diagnosed.

Whether the **cover** is **single life** or **joint life**, up to two claims can be made during the **term of the cover**. But we will only pay one claim for any one **child**, no matter how many Fortis **covers** protect them.

Children's critical illness payments don't affect how much **benefit** we may pay for future claims under Critical Illness with Term Assurance.

3. If the cover includes **Total Permanent Disability**

We will pay the **benefit** if the person covered is **incapacitated** and meets our definition of **Total Permanent Disability** but their condition doesn't meet our definition of **critical illness**. The person covered will usually have to be **incapacitated** for at least 26 weeks before we can establish whether the incapacity is **permanent**.

After we have paid the full **sum assured** the **cover** stops.

4. If the cover includes **Total Permanent Disability with Temporary Disability**

We will pay a **benefit** if the person covered is **incapacitated** for more than 26 weeks and meets our definition of either:

- **Total Permanent Disability**, or
- **Temporary Disability**

but their condition doesn't meet our definition of **critical illness**.

5. If the cover includes Waiver of Premium

What's shown in the Cover Summary	When we will waive the Critical Illness with Term Assurance premiums
Single life	We will waive the Critical Illness with Term Assurance premiums if the person covered is incapacitated for longer than 26 weeks. We will continue to waive them until they are no longer incapacitated or the cover ends.
Joint life - Waiver of Premium on one life	We will waive the Critical Illness with Term Assurance premiums if the person with Waiver of Premium is incapacitated for longer than 26 weeks. We will continue to waive the premiums until they are no longer incapacitated or the cover ends.
Joint life - Waiver of Premium on each life	We will waive the Critical Illness with Term Assurance premiums if one of the people covered is incapacitated for longer than 26 weeks. We will continue to waive the premiums until they are no longer incapacitated or the cover ends.

Section A: The cover

What we will base **benefit** payments on

We will base **benefit** payments on the **sum assured**. The amount of the **sum assured** can change during the **term of the cover**. How it changes depends on the **cover** shown in the **Cover Summary**.

What's shown in the Cover Summary	What we will base benefit payments on
Level lump sum	We will base benefit payments on the initial sum assured , as shown in the Cover Summary .
Increasing lump sum	We will base benefit payments on the current sum assured . For the first year of the cover this will be the initial sum assured . This amount is shown in the Cover Summary . After a year the sum assured will increase by 5%. Every year after that the sum assured will increase by 5% of the current sum assured .
Decreasing lump sum	<p>We will base benefit payments on the current sum assured at the date the person covered dies, is diagnosed with an illness that meets our definition of terminal illness or is diagnosed with a critical illness that we cover.</p> <p>This option is sometimes chosen by people who want to cover the amount outstanding on a repayment mortgage. Because the mortgage and the cover may not begin on the same day, we only start to reduce the cover after 3 months. This is designed to provide an amount which would be sufficient to cover a mortgage, as long as it starts within 3 months of the cover starting.</p> <p>So, for the first 3 months of the cover, we will base benefit payments on the initial sum assured.</p> <p>After 3 months, the sum assured will reduce monthly. It will reduce in line with the capital outstanding on a repayment mortgage with:</p> <ul style="list-style-type: none"> • an annual interest rate chosen by the person covered - this can be 7%, 8%, 10%, 11%, or 13%. The Cover Summary will show which interest rate has been chosen, and • a term equal to the remaining term of the cover.

How much we will pay

How much we will pay depends on:

- the cause of the claim
- the **cover** shown in the **Cover Summary**, and
- any **benefit** payments we have already made for **mastectomy for ductal carcinoma in situ (DCIS)** or **Temporary Disability**.

Children's critical illness payments don't affect how much **benefit** we would pay for future claims under Critical Illness with Term Assurance.

If the person covered dies or is diagnosed with an illness that meets our definition of terminal illness	
What's shown in the Cover Summary	How much we will pay
Critical Illness with Term Assurance	We will pay the sum assured , less any benefit payments we have already made for mastectomy for DCIS .
Critical Illness with Term Assurance and Total Permanent Disability	We will pay the sum assured , less any benefit payments we have already made for mastectomy for DCIS .
Critical Illness with Term Assurance and Total Permanent Disability with Temporary Disability	We will pay the sum assured , less any benefit payments we have already made for mastectomy for DCIS and Temporary Disability .

Anything we've written in **bold** and *italics* is explained in section D.

If the person covered is diagnosed with a <i>critical illness</i> , other than <i>mastectomy for DCIS</i>	
What's shown in the Cover Summary	How much we will pay
Critical Illness with Term Assurance	We will pay the sum assured , less any benefit payments we have already made for mastectomy for DCIS .
Critical Illness with Term Assurance and Total Permanent Disability	We will pay the sum assured , less any benefit payments we have already made for mastectomy for DCIS .
Critical Illness with Term Assurance and Total Permanent Disability with Temporary Disability	We will pay the sum assured , less any benefit payments we have already made for mastectomy for DCIS and Temporary Disability .

If the person covered has a <i>mastectomy for DCIS</i>	
What's shown in the Cover Summary	How much we will pay
Critical Illness with Term Assurance	We will pay 50% of the sum assured or £25,000 - whichever is the lower. However, if we have already paid benefits under this cover for a previous mastectomy for DCIS the most we will pay is the difference between the benefit payments we have already made and 100% of the sum assured .
Critical Illness with Term Assurance and Total Permanent Disability	We will pay 50% of the sum assured or £25,000 - whichever is the lower. However, if we have already paid benefits under this cover for a previous mastectomy for DCIS the most we will pay is the difference between the benefit payments we have already made and 100% of the sum assured .
Critical Illness with Term Assurance and Total Permanent Disability with Temporary Disability	We will pay 50% of the sum assured or £25,000 - whichever is the lower. However, if we have already paid benefits under this cover for a previous mastectomy for DCIS or for Temporary Disability , the most we will pay is the difference between the benefit payments we have already made and 100% of the sum assured .

Section A: The cover

If a <i>child</i> of the person covered is diagnosed with a <i>children's critical illness</i>	
What's shown in the Cover Summary	How much we will pay
Critical Illness with Term Assurance	We will pay an amount equal to 50% of the sum assured or £25,000 - whichever is the lower.
Critical Illness with Term Assurance and Total Permanent Disability	We will pay an amount equal to 50% of the sum assured or £25,000 - whichever is the lower.
Critical Illness with Term Assurance and Total Permanent Disability with Temporary Disability	We will pay an amount equal to 50% of the sum assured or £25,000 - whichever is the lower.

If the person covered is <i>incapacitated</i> and meets our definition of Total Permanent Disability but their condition doesn't meet our definition of <i>critical illness</i>	
What's shown in the Cover Summary	How much we will pay
Critical Illness with Term Assurance	We will pay nothing.
Critical Illness with Term Assurance and Total Permanent Disability	We will pay the sum assured , less any benefit payments we have already made for mastectomy for DCIS .
Critical Illness with Term Assurance and Total Permanent Disability with Temporary Disability	We will pay the sum assured , less any benefit payments we have already made for mastectomy for DCIS and Temporary Disability .

If the person covered is <i>incapacitated</i> and meets our definition of Temporary Disability but their condition doesn't meet our definition of <i>critical illness</i> or Total Permanent Disability	
What's shown in the Cover Summary	How much we will pay
Critical Illness with Term Assurance	We will pay nothing.
Critical Illness with Term Assurance and Total Permanent Disability	We will pay nothing.
Critical Illness with Term Assurance and Total Permanent Disability with Temporary Disability	<p>We will pay a monthly benefit. How we work out the monthly benefit is shown below:</p> <p><i>If the person covered is in paid work</i></p> <p>We will pay a monthly benefit equal to the lower of:</p> <ul style="list-style-type: none"> • 1% of the current sum assured, or • 50% of the covered person's pre-tax monthly income before they became incapacitated, less any income they are still receiving from their employer, from self-employment, from other insurance benefits or from pension arrangements other than State Pensions. <p><i>If the person covered was in paid work before they became incapacitated, but meets our 'daily activities' definition</i></p> <p>The maximum we will pay each month is 1% of the current sum assured. Up to this limit, we will pay you the higher of:</p> <ul style="list-style-type: none"> • 50% of your pre-tax monthly income before you became incapacitated less any income you are still receiving from your employer, from self-employment, from other insurance benefits or from pension arrangements other than State Pensions, or • £1,667 a month.

Anything we've written in **bold** and *italics* is explained in section D.

If the person covered is not in **paid work**

We will pay 1% of the current **sum assured**, up to a maximum of £1,667 a month.

Temporary Disability payments can only continue until:

- the person covered is no longer **incapacitated**, or
- their **cover** ends, or
- the total of these payments, plus any previous payments for a **mastectomy for DCIS** or **Temporary Disability**, is equal to 100% of what the **sum assured** was when the person covered became **incapacitated**.

Children's critical illness payments don't affect how much **benefit** we may pay for future claims under Critical Illness with Term Assurance.

How we will pay the **benefit**

We will pay the **benefit** directly into a UK bank account that the person covered or their legal personal representative has nominated.

If the Critical Illness with Term Assurance **cover** has been written in trust, we will pay the **benefit** to the trustees.

If the person covered has instructed us to pay the **benefit** to someone else by a deed of assignment, we will pay this assignee.

If the **cover** includes Waiver of Premium, we will waive the Critical Illness with Term Assurance **premium** if the person covered is **incapacitated** for more than 26 weeks.

When we will not pay the **benefit**

We will not pay the **benefit** if any of the following apply:

- the person covered or their legal representatives do not give us medical or other evidence that we ask for, or
- they are diagnosed with a critical illness that we do not cover, or
- they are diagnosed with a critical illness but the diagnosis does not meet our

definition of that **critical illness**, or

- they are diagnosed with a terminal illness but the diagnosis does not meet our definition of **terminal illness**, or is not made by a **consultant**, or
- we find the person covered has **intentionally** given us inaccurate, incomplete or untrue information on the application which would have affected our decision to offer them this **cover**, or would have led us to offer it with different conditions, or
- the **cover** is no longer **active**, or
- the claim is caused by something that we have specifically excluded from this **cover** - this will be shown in the **Cover Summary**.

We may not pay the full **benefit** if:

- we find the person covered has **negligently** given us inaccurate, incomplete or untrue information on the application which would have affected our decision to offer them this **cover**, or would have led us to offer it with different conditions.

We will not pay a benefit for a **children's critical illness** if:

- the **child** of the person covered dies within 10 days of being diagnosed with a **children's critical illness**, or
- the **child** of the person covered is **incapacitated** and meets our definition of **Total Permanent Disability** or **Temporary Disability** or **Loss of Independence** but doesn't meet our definition of another **critical illness** that we cover, or
- the **child** of the person covered is diagnosed with a **terminal illness** which does not meet our definition of **children's critical illness**, or
- the person covered is claiming a **benefit** for a **children's critical illness** but they have already received the maximum **children's critical illness** benefits available under the **cover**, or
- the condition that directly or indirectly causes the claim existed when the **child** was first included in the **cover**. However, we will pay a claim for:
 - a **child** born after the **cover** started unless the condition is known to be hereditary and either parent received counselling or medical advice in relation to this condition before the birth, and
 - a **child** born before the **cover** started if:
 - all treatment for the condition has been completed before the **cover** started and they have been discharged from follow-up, and
 - for the following 5 years they had not consulted any medical practitioner or received further treatment or advice for this condition.

Section A: The cover

A2 Critical Illness definitions

This section lists the critical illnesses that we cover, and their definitions. Each definition sets out the exact diagnosis that must be given for us to accept a claim for a **critical illness**.

For some people, we may not include every **critical illness** in this list. This could be because, for example, they have a particular medical condition when they apply for cover. The **Cover Summary** will show if we have not included any of these critical illnesses in the **cover**.

It will also show whether **Total Permanent Disability** or **Total Permanent Disability** with **Temporary Disability** are included in the **cover**.

Where do these definitions come from?

For many illnesses and conditions, the Association of British Insurers (ABI) and the British Medical Association (BMA) have agreed a definition. For all of these illnesses and conditions we use the definition that applied on 1st March 2008, or one which gives you additional cover. If we use the ABI and BMA agreed definition, we have written 'ABI' above the definition. If we use a definition that gives you additional cover, we have written 'ABI+' above the definition. For illnesses where no ABI definition exists, we provide our own definition and have written 'Fortis' above it. The definitions used will not change during the **term of the cover**.

Alzheimer's disease - resulting in permanent symptoms

Definition - ABI

A definite diagnosis of Alzheimer's disease 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.

For the above definition the following are not covered:

- Other types of dementia.

Aorta graft surgery

Definition - ABI+

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

The undergoing of surgery for traumatic injury to the aorta with excision and surgical replacement of a portion of the aorta with a graft.

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

For the above definition, any other surgical procedure, for example the insertion of stents or endovascular repair is not covered.

Aplastic anaemia

Definition - Fortis

Permanent bone marrow failure that results in anaemia, neutropenia and thrombocytopenia requiring treatment with at least one of the following:

- blood transfusion
- marrow stimulating agents
- immunosuppressive agents
- bone marrow transplant.

For the above definition, the following are not covered:

- other forms of anaemia.

Bacterial meningitis

Definition - Fortis

Bacterial meningitis causing inflammation of the membranes of the brain or spinal cord resulting in **permanent neurological deficit with persisting clinical symptoms**.

The diagnosis must be confirmed by a Consultant Neurologist.

For the above definition the following are not covered:

- All other forms of meningitis including viral meningitis.

Anything we've written in **bold** and *italics* is explained in section D.

Benign brain tumour - *resulting in permanent symptoms*

Definition - ABI+

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

For the above definition, the following are not covered:

- tumours in the pituitary gland
- angiomas.

In addition, the requirement for **permanent neurological deficit with persisting clinical symptoms** will be waived if the benign brain tumour is surgically removed.

Blindness - *permanent and irreversible*

Definition - ABI

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*

Definition - ABI

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

For the above definition, the following are not covered:

- All cancers which are histologically classified as any of the following:
 - pre-malignant
 - non-invasive
 - cancer in situ
 - having either borderline malignancy, or
 - having low malignant potential.
- All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
- Chronic lymphocytic leukaemia unless histologically classified as having progressed to at least Binet Stage A
- Any skin cancer other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin).

Cardiomyopathy

Definition - Fortis

A definite diagnosis of cardiomyopathy made by a Consultant Cardiologist which has been stable on treatment for at least 6 months and which has led to **permanent** impairment of left ventricular function with an ejection fraction of less than 40%.

Cardiomyopathy must be confirmed by electrocardiographic changes and echocardiographic abnormalities, both of which must be consistent with the diagnosis.

For the above definition the following are not covered:

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

Coma - *resulting in permanent symptoms*

Definition - ABI+

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

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

For the above definition, the following is not covered:

- coma secondary to alcohol or drug abuse.

Coronary artery by-pass grafts

Definition - ABI+

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.

For the above definition, the following are not covered:

- balloon angioplasty
- atherectomy
- rotablation
- insertion of stents
- laser treatment.

Section A: The cover

Creutzfeldt-Jakob disease

Definition - Fortis

Diagnosis of Creutzfeldt-Jakob disease or New Variant CJD made by a Consultant Neurologist, evidenced by a significant reduction in mental and social functioning so that **permanent** supervision or assistance by a third party is required.

Deafness - permanent and irreversible

Definition - ABI

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.

Encephalitis - resulting in permanent symptoms

Definition - Fortis

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

Heart attack - of specified severity

Definition - ABI+

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

- New characteristic electrocardiographic changes
- The characteristic rise of cardiac enzymes or Troponins recorded at the following levels or higher
 - Troponin T > 1.0 ng/ml
 - AccuTnl > 0.5 ng/ml or equivalent threshold with other Troponin I methods.

The evidence must show a definite acute myocardial infarction.

For the above definition, the following are not covered:

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

Heart valve replacement or repair

Definition - ABI+

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

HIV infection - from a blood transfusion, a physical assault or at work

Definition - ABI+

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 **cover** 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 5 days of the incident.
 - There must be a further HIV test within 12 months confirming the presence of HIV or antibodies to the virus.
 - The incident causing the infection must have occurred in an **eligible country**.

For the above definition, the following is not covered:

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

If the claimant does not live in an **eligible country**, we reserve the right to decline their claim.

Kidney failure - requiring dialysis

Definition - ABI

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

Anything we've written in **bold** and *italics* is explained in section D.

Liver failure - *end stage*

Definition - Fortis

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

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

For the above definition, the following is not covered:

- Liver disease secondary to alcohol or drug misuse.

Loss of hands or feet - *permanent physical severance*

Definition - ABI+

Permanent physical severance of one or more hands or feet at or above the wrists or ankle joints.

Loss of independence

Definition - Fortis

Confirmation by a Consultant Physician of the **permanent** loss of the ability to live independently which meets the following criteria:

Either

- Mental failure: The diagnosis by a Consultant Neurologist or Psychiatrist, of an **irreversible** and **permanent** mental impairment due to an organic brain disease or brain injury supported by evidence loss of ability to:
 - remember
 - reason, and
 - perceive, understand and give effect to ideas
 which causes a significant reduction in mental and social functioning, requiring continuous supervision

Or

- The life assured is unable to perform 2 out of the following 5 activities without the help of another person, even with the use of appropriate assistive aids.

Activity	Definition
Washing	The ability to wash in the bath or shower (including getting into and out of the bath or shower).
Dressing	The ability to put on and take off, secure and unfasten all necessary items of clothing without the assistance of another person.
Mobility	The ability to move from room to room indoors on a level surface.
Feeding	The ability to feed oneself once food and drink has been prepared.
Continence	The ability to manage bowel and bladder functions such that an adequate level of personal hygiene can be maintained.

Loss of speech - *permanent and irreversible*

Definition - ABI

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

Lung disease - *of specified severity*

Definition - Fortis

Confirmation by a Consultant Physician of chronic lung disease which is evidenced by all of the following:

- The need for continuous daily oxygen therapy on a **permanent** basis
- Evidence that oxygen therapy has been required for a minimum period of six months
- Forced expiratory volume (FEV1) being less than 40% of normal
- Vital Capacity less than 50% of normal.

Major organ transplant

Definition - ABI

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

For the above definition, the following is not covered:

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

Section A: The cover

Mastectomy for ductal carcinoma in situ (DCIS)

Definition - Fortis

Total mastectomy for DCIS of the breast. Total removal of all the tissue of one breast for the treatment of ductal carcinoma in situ of the removed breast.

For the above definition, the following are not covered:

- Prophylactic mastectomy without histological evidence of cancer in situ, and
- Any other surgical procedures such as lumpectomy and partial mastectomy.

Motor neurone disease - resulting in permanent symptoms

Definition - ABI

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

Multiple sclerosis (MS) - with persisting symptoms

Definition - ABI

A definite diagnosis of multiple sclerosis by a Consultant Neurologist. There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.

Multiple system atrophy - resulting in permanent symptoms

Definition – Fortis

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.

Open heart surgery - with surgery to divide the breastbone

Definition - Fortis

The undergoing of open heart surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a consultant cardiologist to correct a structural abnormality of the heart.

Paralysis of limbs - total and irreversible

Definition - ABI+

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

Parkinson's disease - resulting in permanent symptoms

Definition - ABI+

A definite diagnosis of Parkinson's disease by a Consultant Neurologist. There must be **permanent** clinical impairment of motor function with associated tremor, rigidity of movement and postural instability.

For the above definition, the following is not covered:

- Parkinson's disease secondary to drug abuse.

Pre-senile dementia - resulting in permanent symptoms

Definition - Fortis

A definite diagnosis of pre-senile dementia by a Consultant Neurologist. There must be **permanent** and **progressive** clinical loss of the ability to do all of the following:

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

For the above definition the following are not covered:

- Other types of dementia.

Primary pulmonary arterial hypertension - Idiopathic pulmonary arterial hypertension of specified severity

Definition - Fortis

Idiopathic pulmonary arterial hypertension that has caused **permanent** and **irreversible** impairment of heart function which is classified by a Consultant Cardiologist as at least Class III on the New York Heart Association (NYHA) scale of functional capacity.

For the purpose of this definition, NYHA Class III is defined as where even minor activity causes severe fatigue, palpitation, severe shortness of breath, or anginal pain. The person affected is only comfortable at rest.

For the above definition, the following are not covered:

- Other types of hypertension
- Pulmonary hypertension due to an established cause.

Anything we've written in **bold** and *italics* is explained in section D.

Progressive supranuclear palsy - *resulting in permanent symptoms*

Definition - Fortis

A definite diagnosis of progressive supranuclear palsy, confirmed by a Consultant Neurologist. There must be **permanent**:

- clinical impairment of motor function
- eye movement disorder, and
- postural instability.

Pulmonary artery replacement - *with surgery to divide the breastbone*

Definition - Fortis

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

Stroke - *resulting in permanent symptoms*

Definition - ABI

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

For the above definition, the following are not covered:

- Transient ischaemic attack.
- Traumatic injury to brain tissue or blood vessels.

Systemic lupus erythematosus (SLE)

Definition - Fortis

A definite diagnosis of systemic lupus erythematosus by a Consultant Rheumatologist where either of the following are also present:

- SLE affecting the kidneys which has resulted in **permanent** impaired kidney function with a glomerular filtration rate (GFR) below 30ml/min, or
- SLE affecting the central nervous system which has caused **permanent neurological deficit with persisting clinical symptoms**.

For the above definition, the following are not accepted as evidence of **permanent** deficit of the neurological system:

- Headaches, or
- Fatigue, or
- Lethargy, or
- Any symptoms of psychological or psychiatric origin.

Temporary Disability

Definition - Fortis

The person covered meets the definition of **incapacitated** that applies to them. They need to be **incapacitated** for a continuous period longer than 26 weeks.

Third degree burns - *covering 20% of the body's surface area or 20% of the face's surface area*

Definition - ABI+

Burns that involve damage or destruction of the skin to its full depth through to the underlying tissue either:

- covering at least 20% of the surface area of the body; or
- covering at least 20% of the surface area of the face.

Total Permanent Disability

Definition - Fortis

The person covered meets the definition of **incapacitated** that applies to them. Where the definition of **incapacitated** that applies to the person covered is 'suited' even in the first 12 months after they stop work, they must be unable to do the essential duties of an **occupation** they are reasonably qualified to undertake using their skills, experience or training.

In all cases the incapacity must be **permanent** and **irreversible**. The diagnosis needs to be made by an appropriate **consultant** and confirmed by our Consultant Medical Officer. To establish whether the incapacity is **permanent** usually takes at least 26 weeks.

Traumatic head injury - *resulting in permanent symptoms*

Definition - ABI

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

Section A: The cover

A3 Waiver of Premium

For extra protection, the person covered can ask us to include Waiver of Premium in a **cover**. This means, if they are **incapacitated** for more than 26 weeks, we will waive their **premiums** for that **cover**.

The **Cover Summary** will show if Waiver of Premium is included in a **cover**.

For **joint life cover**, you can choose Waiver of Premium for one or both of the people covered.

When we will waive premiums

We will waive Critical Illness with Term Assurance **premiums** if:

- the person covered is **incapacitated** for more than 26 weeks, and
- the **Cover Summary** shows that Waiver of Premium is included for the person covered.

How much we will waive

We will waive the cost of any **cover** that includes Waiver of Premium. The **Cover Summary** will show if a **cover** includes Waiver of Premium.

If a person covered has more than one **cover** with us, and they become **incapacitated** or receive Income Protection benefit, we will only waive the cost of those **covers** that include Waiver of Premium. This could mean that their **premium** reduces, rather than stops.

When we will stop waiving premiums

We will stop waiving **premiums** when the earliest of the following happens:

- the person covered no longer meets the definition of **incapacitated** that applied when they first claimed, or
- they die, or
- we stop paying a **monthly benefit** for Income Protection, or
- the cover ends.

We will only continue to pay the **benefit** beyond 26 weeks of the person covered becoming **incapacitated** if they are **resident** in the UK, Channel Islands or Isle of Man.

While we are waiving a **premium**, we can ask the person covered to see a doctor or health specialist of our choice, to help us confirm whether they still meet the definition of **incapacitated** that applies to them.

When we will not waive premiums

We will not waive **premiums** if any of the following apply:

- the person covered or their legal representatives do not give us medical or other evidence that we ask for, or
- their diagnosis does not meet our definition of **incapacitated**, or
- a person covered is **incapacitated** but Waiver of Premium is not included in the **cover** for that person - this will be shown in the **Cover Summary**, or
- the claim is caused by something that we have specifically excluded from this **cover** - this will be shown in the **Cover Summary**, or
- they are no longer **resident** in an **eligible country**, or
- we find the person covered has **intentionally** given us inaccurate, incomplete or untrue information on the application which would have affected our decision to offer this **cover**, or would have led us to offer it with different conditions, or
- the **cover** is no longer **active**.

We may not waive the **premium** if:

- we find the person covered has **negligently** given us inaccurate, incomplete or untrue information on the application which would have affected our decision to offer them this **cover**, or would have led us to offer it with different conditions.

Anything we've written in **bold** and *italics* is explained in section D.

Section B:

Managing the cover

- B1 Paying for the cover
- B2 Telling us about changes to personal details
- B3 Changing the cover
- B4 Claiming a benefit

B1 Paying for the cover

The person covered pays one **premium** for the **covers** that they have with Fortis. This **premium** includes the cost of all the cover shown in the **Cover Summaries**.

When the **premium** is paid

First premium	We will collect this by Direct Debit on, or shortly after, the date the cover starts. The Direct Debit must be from a UK bank account. Premiums must be paid in sterling.
Regular premium	<p>If the person covered is paying monthly, we will collect their regular premium between 1st and 28th of the month. We will collect their premium on the same day each month. The person covered can choose a date that suits them. They will pay their premium every month for the term of their covers, unless we accept Waiver of Premium claims for all their covers.</p> <p>If the person covered is paying annually, we will collect their premium on the same date each year. This date will be in the same month as the one in which the covers started.</p>
Final premium	The date of the final premium is shown in the Cover Summaries .

What happens if the **premium** is not paid?

If the person covered does not have a valid Direct Debit instruction or if they do not pay their first **premium**, their **cover** will not start and they will not be covered.

If they miss a subsequent **premium**, we will write to let them know. If it remains unpaid for more than 30 days from the date it was due to be collected, we will cancel their **cover** and they will no longer be covered. We will write to tell them that their **cover** has been cancelled.

Anything we've written in **bold** and *italics* is explained in section D.

Restarting a **cover**

If we cancel a **cover** because the person covered did not pay a **premium**, they can ask us to restart it. They can do this at any time up to 12 months after the date of the first missed **premium**. If they ask us to do this we will tell them what we need in order to do it and they must clear any **premium** arrears. There may be circumstances when we are not able to restart a **cover**. If this happens, we will explain our decision.

When the **premium** could change

The **premium** that the person covered pays for this cover will only change if:

- they make a change to their **cover**, or
- we have accepted their Waiver of Premium claim - in which case they will pay nothing, or
- they have misstated their age - see section C8.

If they have chosen a **cover** with an increasing **sum assured**, their premium will increase annually. The amount of the increase will depend on the age of the person covered and the remaining term of the **cover** at that time. We will write to the person covered to tell them what their additional **premium** will be. They do not need to accept the increase. If they do not we will not increase **their** benefit. They will no longer have the option to have an increasing **sum assured** if they decide to stop the increase for three consecutive years.

B2 Telling us about changes to personal details

The person covered needs to tell us if they change:

- their name, or
- their address, or
- their bank account.

When the person covered calls, we will ask them for their **cover** number. We will also ask them some questions to confirm their identity.

The person covered can:

- phone us on 0845 600 6820 (calls should cost no more than 5p per minute from a BT landline, networks may vary)
- email us at enquiries@fortislife.co.uk
- write to us at Fortis Life, PO Box 205, Wymondham, NR18 8AH.

We are open Monday to Friday, 9.00am to 5.00pm, except bank holidays.

To make sure we have an accurate record of the instructions we are given, we may record or monitor phone calls.

We do not need to be told if the person covered changes their **occupation**. We will assess any claim based on their **occupation** immediately before the claim event happened.

Section B: Managing the cover

B3 Changing the cover

There are lots of ways that a **cover** can be changed to make sure that it is still meeting the person covered's needs. All of the changes that can be made are explained below.

The options that increase the **sum assured** or the term of a **cover** aren't available to everyone. This could be because, for example, someone has a particular medical condition when they apply for cover.

If the option isn't available, it doesn't mean that they can't ask us to make the increase, it just means that we won't automatically say yes. We might have to find out some more about the person covered before we can make a decision.

Those options that are not automatically available to everyone have **limited** after the heading. The **Cover Summary** will show whether these options are available to the person covered. Before you consider taking up any of these options, you should speak to your financial adviser.

Changing YourLife Plan - Critical Illness with Term Assurance

The following tables explain how the person covered can change their Critical Illness with Term Assurance **cover**.

Increasing the sum assured - limited
<p>If this option is shown in the Cover Summary, the person covered has the right to take out an additional cover of the same type and with the same end date as the current cover. They can do this up to 13 weeks after the person covered:</p> <ul style="list-style-type: none"> • marries or enters into a civil partnership with their partner, or • has a child or legally adopts one, or • increases the amount of their mortgage to buy a new home or to pay for home improvements. <p>When the person covered asks for the increase, we will ask to see evidence of the event. The additional cover will be on the terms and conditions that we apply at the time it is</p>

taken out. We will send a new **Cover Summary** which gives the details of the additional **cover**. The additional **cover** won't include any 'limited' options but you will be able to take up any options that were in the original **cover** but have not been fully used.

There is a limit to the **sum assured** of this new **cover**. It can't be more than the lower of:

- 50% of the current **sum assured** of the original **cover**, or
- £75,000.

If the person covered is taking out this additional **cover** following an increase to their mortgage, there is an additional limit to the **sum assured** of the new **cover**. It can't be more than the amount that the mortgage has been increased by.

The person covered can take out more than one new **cover**, but when the sums assured of all the new **covers** are added together, it mustn't come to more than the lower of:

- the current **sum assured** of the original **cover**, or
- £150,000.

If the person covered has more than one **cover** with us there is a limit to the increase which can be made under this option across all those covers. The limit is that the total of:

- the overall increase to **monthly benefit** payments under Family Income Benefit multiplied by the **term of the cover** (in months), added to
- the overall increase to the **sum assured**, cannot exceed £150,000.

The person covered can't take this option up:

- after their 55th birthday, or
- in the last five years of the **term of the cover**, or
- while we are paying a **benefit** under the **cover**, or
- while they are in a position to make a claim under the **cover**, or
- if they've received **benefit** payments under the **cover** in the last two years.

Increasing the **term of the cover** - limited

If this option is shown in the **Cover Summary** and the person covered increases the term of their mortgage, they can change the **cover** for a new **cover** with a term that better meets their needs. This new **cover** must be of the same type. They must do this within 13 weeks of increasing their mortgage term.

Anything we've written in **bold** and *italics* is explained in section D.

The person covered can extend the **term of the cover** more than once but there is a limit to the total amount that the term can be extended. When they add the number of years that they are increasing their term to the term of the original **cover**, the total mustn't come to more than 150% of the term of the original **cover**.

In addition, the new **cover** can't run beyond the earlier of:

- the end of the term of the new mortgage, or
- the 65th birthday of the person covered.

When the person covered asks us for the increase we will ask to see evidence of the event.

The person covered can't take this option up:

- after their 55th birthday, or
- in the last five years of the **term of the cover**, or
- while we are paying a **benefit** under the **cover**, or
- while they are in a position to make a claim under the **cover**, or
- if they have received **benefit** payments under the **cover** in the last two years.

The new **cover** will be on the terms and conditions that we apply at the time it is taken out. We will send a new **Cover Summary** which gives the details of the new **cover**. The new **cover** won't include any 'limited' options but you will be able to take up any options that were in the original **cover** but have not been fully used.

Reducing the **sum assured**

The person covered can reduce the **sum assured** at any time. They can reduce the **sum assured** by as much as they want, as long as the reduction doesn't mean that they would be paying a **premium** that's below the minimum **premium** at the time of the reduction. If they later want to increase the **sum assured**, the amount by which they'll be able to do it will be based on the new, lower **sum assured**, not the initial one. We will send a new **Cover Summary** which gives the details of the new **cover**.

Stopping and restarting the annual increase - limited

If the person covered set up an increasing **sum assured**, we will write to them each year to tell them the new **sum assured** and the new **premium** that they will pay. They

can tell us at this stage if they want to stop the increase. If they do, the **sum assured** will be frozen at the level it has reached when they ask us to stop the increase.

They can ask us to start increasing it again. But we can't do this if:

- the **sum assured** has been frozen for three years or more, or
- we are paying a **benefit** under the **cover**, or
- they are in a position to make a claim, or
- they have received **benefit** payments in the last two years.

Changing from a decreasing to a level lump sum - limited

If the person covered chose a decreasing lump sum when they set up their **cover**, they can change it to a level amount within the first five years of the **term of the cover**. If they do, the **sum assured** will then be frozen at the level it has reached when they ask us to make the change. If they make this change, their **premium** will increase. We will send a new **Cover Summary** which gives the details of the new **cover**.

Reducing the **term of the cover**

The person covered can reduce the **term of the cover** at any time. They can reduce the term by as much as they want, as long as the reduction doesn't mean:

- the term is lower than our minimum term at the time of the reduction, or
- the cost of the **premium** falls below our minimum level at the time of the reduction.

We will send a new **Cover Summary** which gives the details of the new **cover**.

If they later want to take up the option to increase the term, the amount by which they will be able to do it will be based on the new, lower term, not the original one.

Adding another person to the **cover**

The person covered can ask us to change a **single life cover** to **joint life cover**. We will need information about the new person so we can decide whether to add them to the **cover**, and on what terms. If the person covered makes this change, their **premium** will increase. We will send a new **Cover Summary** which gives the details of the new **cover**.

Section B: Managing the cover

Changing a *joint life cover* to two *single life covers* - limited

Either of the people covered can ask us to change the **cover** from **joint life** to two **single life covers** within 13 weeks of separating from their **partner** and taking out a new mortgage but their partner must agree to this change. When they ask for the change, we will ask to see evidence of the separation and new mortgage. We will send a new **Cover Summary** which gives the details of the new **cover**.

Changing how often a *premium* is paid

The person covered can change from monthly **premiums** to annual **premiums** and vice versa. If they make this change, it will start from the date that their next **premium** is due to be collected.

How these changes affect the cost of the cover

If the person covered set up a **cover** with an increasing **sum assured**, the amount they pay will increase each year to pay for the extra cover. If they then change to a level **sum assured**, the **premium** will remain at the level it was when they made the change. If they restart the annual increase, their **premium** will increase again.

The amount of the increase will depend on:

- how much the **sum assured** increases
- the age of the person covered at the date of the increase
- the remaining **term of the cover**, and
- **premium** rates we set when the **cover** first started.

If the **sum assured** or term of a **cover** increases, the **premium** of the **cover** will increase. The amount that the **premium** increases depends on:

- how much the **sum assured** increases
- the age of the person covered at the date of the increase
- the **term of the cover**, and
- the **premium** rates we charge at the time of the increase.

If the **sum assured** or term of a **cover** reduces, it may reduce the **premium**. The amount of this reduction will depend on:

- how much the **sum assured** reduces
- the age of the person covered at the date of the reduction
- the **term of the cover**, and
- the **premium** rates we charged at the date the **cover** first started.

Asking us to change the cover

To ask us to change their **cover**, the person covered can:

- phone us on 0845 600 6820 (calls should cost no more than 5p per minute from a BT landline, networks may vary)
- email us at enquiries@fortislife.co.uk
- write to us at Fortis Life, PO Box 205, Wymondham, NR18 8AH.

We are open Monday to Friday, 9.00am to 5.00pm, except bank holidays.

To make sure we have an accurate record of their instructions, we may record or monitor phone calls.

B4 Claiming a benefit

When to claim

We ask the person claiming to contact us as soon as possible.

For Waiver of Premium and Temporary Disability claims, we ask the person covered to contact us within 8 weeks of stopping **work**. Where the person covered returns to **work** and then claims again, they should let us know within 2 weeks of stopping **work** for the second time.

How to make a claim

The person claiming can:

- phone us on 0845 600 6815 (calls should cost no more than 5p per minute from a BT landline, networks may vary)

Anything we've written in **bold** and *italics* is explained in section D.

- email us at claims@fortislife.co.uk
- write to us at Claims Team, Fortis Life, PO Box 205, Wymondham, NR18 8AH.

We are open Monday to Friday, 9.00am to 5.00pm, except bank holidays.

To make sure we have an accurate record of the instructions we are given, we may record or monitor phone calls.

Once the person claiming has told us that they want to make a claim, a claims adviser will contact them to explain the process and what information we'll need.

If the person claiming does not give us the evidence we ask for, or the information they do give us is inaccurate or incomplete, we reserve the right to decline a claim or stop paying one. We will pay the reasonable cost of all medical reports or evidence we ask for.

Geographical restrictions

For Critical Illness with Term Assurance claims the person covered must be diagnosed by a **consultant** in an **eligible country**.

For Waiver of Premium claims the person covered must be **resident** in an **eligible country** when they become **incapacitated**. If they are travelling outside an **eligible country** when they become **incapacitated** they must return to an **eligible country** before the end of the **deferred period**. In both cases they must return to the UK, Channel Islands or Isle of Man within 26 weeks of becoming **incapacitated** and remain in the UK, Channel Islands or Isle of Man to continue receiving the **benefit**.

Our definition of **eligible country** is in section D.

We will continue to collect **premiums** while we are assessing claims. We will refund **premiums** paid while we were assessing a claim, if we have agreed to pay the **benefit**.

Support during a claim

If we have agreed that the person claiming may have a valid claim for Critical Illness with Term Assurance, we may pay up to £300 for services that support the person covered or

their family. What services might help them will depend on their situation. The services could range from physiotherapy or counselling to the cost of taking taxis to hospital appointments.

We need to approve the services, and agree their cost, before they are used. Whether we approve the service depends on the situation of the person covered and the advice of their doctor. We will refund the cost as soon as we have received the receipts for the services that we agreed.

The claims adviser will explain the services that we can pay for.

Please remember that if we pay for support services, it does not necessarily mean we will approve a claim for **benefit**.

Who we will pay the benefit to

We will pay the **benefit** to the person legally entitled to receive it. Who this will be depends on the nature of the claim, the circumstances at the time and whether the **cover** has been assigned or put under trust.

Normally we will pay the **benefit** to the person covered or their personal representatives, if the person covered has died. Personal representatives need to send us the original Grant of Representation or Confirmation before we can pay any **benefit** to them.

If the person covered has instructed us to pay the **benefit** to someone else by a deed of assignment, we will pay this assignee. Assignees need to send us the original deed of assignment before we can pay any **benefit** to them.

If the **cover** is under Trust, we will pay the **benefit** to the Trustees. The Trustees must then follow the terms of the Trust to distribute the money to the chosen beneficiaries. Trustees need to send us the original Trust Deed and any deeds altering the Trust before we can pay any **benefit** to them. We will return these when we pay the claim.

Section C:

General terms and conditions

All communication relating to the **cover** will be written in English. We also produce large print, Braille and audio versions of all our documents. If you would like any of these, please let us know.

C1	Cancelling the cover
C2	Cash value
C3	Payment of benefits
C4	Interest
C5	Data protection
C6	Taxation, laws and regulations
C7	Contract
C8	Misstatement of age
C9	Complaints
C10	If we cannot meet our liabilities
C11	Assignment
C12	Rights of third parties
C13	Disclosure verification
C14	The limits of the cover

C1 Cancelling the cover

When the **cover** starts, we send the person covered information about their right to change their mind and cancel their **cover**. They have 30 days from the date they receive this information to cancel their **cover**. If they cancel their **cover** in this time we will refund any **premiums** they have paid to us, unless we have paid them a **benefit** before they cancel.

They can stop their **cover** at any other time. Once they tell us, the **cover** will end on the day before their next monthly **premium** to us is due. If the person covered is paying annual **premiums**, the **cover** will end on the day before the next monthly anniversary of the **cover**. We will refund the cost of any full months of **cover** between the date of cancellation and the date their next annual **premium** is due.

C2 Cash value

The **cover** does not have any cash value at any time.

C3 Payment of benefits

We will pay all benefits by direct credit to a UK bank account or another method we agree with the person covered.

C4 Interest

If we start paying the person covered's **benefit** any later than 8 weeks after we receive all the information we need, we will pay them interest on the overdue amount from the date payment should have started. This will be at the Bank of England base rate at the time.

Anything we've written in **bold** and *italics* is explained in section D.

C5 Data protection

What we will use personal information for

We will only use personal information about the person covered for:

- providing our products and services
- administration and customer services
- fraud prevention
- research and analysis
- legal and regulatory reasons, and
- marketing products and services of the **Fortis Group**, unless they have asked us not to in the application.

We will keep their information for a reasonable period for these purposes.

They have the right to ask for a copy of the information that we hold about them. We are entitled to charge them a small administrative fee for giving it to them.

Where we may get personal information from

We may get personal information about the person covered from: them, their financial adviser, or from other sources - for instance their doctor.

We may ask their doctor for information before we offer cover. We may also get a report from their doctor or telephone them for more information after the **cover** has started. If we find that we have been given incomplete, inaccurate or untrue information, we do not receive the report from their doctor or they are unavailable for interview, we reserve the right to cancel the **cover** within 13 weeks.

Who we will share personal information with

We may share personal information about the person covered solely for the purposes listed above in 'What we will use personal information for' with certain named third parties. These third parties are:

- **Fortis Group's** current auditors from time to time (the identity of which can be provided on request)
- our reinsurers (a list of these reinsurers can be provided on request)

- our third party service providers
- your financial adviser
- other parts of the **Fortis Group**, and
- legal and regulatory bodies.

We may give copies of medical information we obtain about them to their own doctor.

Giving us information about another person

If the person covered gives us information about another person, they confirm that the other person has given them the authority to consent to the processing of their personal data. The person covered also confirms that they have informed the other person of our identity and the purposes for which we will use their personal data.

Monitoring and recording telephone calls

We may monitor and record telephone calls and keep the recordings. This is to make sure we have an accurate record of instructions and for us to use in training and quality assurance.

If the person covered would like more information about how we will use their personal information or they would like to choose how they get marketing communications from us, they can:

- phone us on 0845 600 6820 (calls should cost no more than 5p per minute from a BT landline, networks may vary)
- email us on enquiries@fortislife.co.uk
- write to us at Fortis Life, PO Box 205, Wymondham, NR18 8AH.

We are open Monday to Friday, 9.00am to 5.00pm, except bank holidays.

Section C: Terms and conditions

C6 Taxation, laws and regulations

The Law of England and Wales will apply to this **cover**.

The benefits under this **cover** are free from Income Tax and Capital Gains Tax. This may change if the law changes.

If there is any change to tax laws, other laws, or State Benefits, the terms and conditions set out in the person covered's **cover** documents may change.

By taking out this contract, the person covered agrees to submit to the exclusive jurisdiction of the courts relevant to the law of the contract if there is ever a dispute between them and Fortis Life UK Limited.

C7 Contract

The contract between the person covered and Fortis Life UK Limited consists of:

- any information provided by the person covered in their application and any subsequent information they have provided
- these terms and conditions, which we may amend from time to time
- any additional terms and conditions detailed in the **Cover Summary** that we send to the person covered when their **cover** starts, and
- any additional terms and conditions detailed in any subsequent **Cover Summary**, Key Facts or Annual Statements that we send the person covered.

If there is a conflict between these terms and any of the terms set out in the **Cover Summary**, the terms set out in the **Cover Summary** will take precedence.

C8 Misstatement of age

If, when the **cover** was taken out, the person covered told us that they were older than they really were, we will reduce the **premium** they pay to the right level for someone of their age. We will also refund any overpaid **premiums**.

If they told us that they were younger than they really were, we will reduce the amount of **benefit**. This means that, if they claim, we will pay an amount that is lower than the amount shown in the **Cover Summary**.

In some cases this may affect their right to the **cover**. For instance, if they are under 17 or over 86 when the **cover** is taken out, we are unable to offer them cover. It may also affect how we have interpreted medical evidence, which may result in a claim not being paid.

Anything we've written in **bold** and *italics* is explained in section D.

C9 Complaints

If the person covered has a complaint, they can contact our customer care team at:

Fortis Life
PO Box 205
Wymondham
NR18 8AH

Telephone: 0845 600 6813 (calls should cost no more than 5p per minute from a BT landline, networks may vary)
Email: complaints@fortislife.co.uk

We are open Monday to Friday, 9.00am to 5.00pm, except bank holidays.

To make sure we have an accurate record of the instructions we are given, we may record or monitor phone calls.

We will try to resolve complaints as quickly as possible. If we can't deal with their complaint promptly, we will send them a letter to acknowledge it and then give them regular updates until it is resolved.

We are committed to resolving complaints through our own complaints procedures. However, if a matter cannot be resolved satisfactorily, they may be able to refer their complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service helps settle disputes between consumers and financial firms. Their service is independent and does not cost anything. They can decide if we have acted wrongly and if the person covered has lost out as a result. If this is the case they will tell us how to put things right and whether we have to pay the person covered compensation.

If the person covered makes a complaint, we will send them a leaflet explaining more about the Financial Ombudsman Service. They can also ask us to send them the leaflet at any other time. Alternatively, they can contact the Ombudsman at the following address:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Telephone: 0845 080 1800 (calls should cost no more than 5p a minute for BT customers - other networks may vary) or 020 7964 0500 (this number may be cheaper for calls from some mobile phones and other networks)
Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

If the person covered makes a complaint, it will not affect their right to take legal proceedings.

Section C: Terms and conditions

C10 If we cannot meet our liabilities

The **cover** is covered by the Financial Services Compensation Scheme. The Scheme provides some protection to the person covered if we are unable to meet our liabilities.

The person covered can get more information about compensation scheme arrangements from Fortis Life UK Limited - our contact details are on page 2 of this booklet. Alternatively, they can contact the Financial Services Compensation Scheme at the following address:

Financial Services Compensation Scheme
7th floor
Lloyds Chambers
Portsoken Street
London
E1 8BN

Telephone: 020 7892 7300
Email: enquiries@fscs.org.uk

C11 Assignment

If the person covered assigns any of their legal rights under the **cover** to someone else, we must see notice of the assignment. This notice must be sent to:

Fortis Life
PO Box 205
Wyndham
NR18 8AH

An assignment could take place when they are using the **cover** as security for a loan or the **cover** is put under trust.

C12 Rights of third parties

No term of this contract is enforceable under the Contracts (Right of Third Parties) Act 1999 by a person who is not party to this contract. This does not affect any right or remedy of a third party which may exist or be available otherwise than under that Act. The person covered and Fortis Life UK Limited are the parties to the contract.

C13 Disclosure verification

We may select the application of the person covered for a random disclosure check. To complete the check we will either obtain a report from the person covered's doctor, or call them for further information. We will tell the person covered when they submit their application to us if it has been selected for a check.

If we have selected it for a check, they must give permission for us to contact their doctor, and use all reasonable endeavours to ensure we are able to complete the check. If they do not respond to a request from us within 13 weeks we will cancel the **cover**.

Anything we've written in **bold** and *italics* is explained in section D.

C14 The limits of the cover

There is no maximum **sum assured** for Critical Illness with Term Assurance but we may require further information about the person covered to cover large amounts.

Maximum or minimum	Critical Illness with Term Assurance
Maximum sum assured	No maximum
Minimum term (years)	3
Maximum term (years)	40
Minimum age when the cover starts	17
Maximum age when the cover starts	59
Maximum age when the cover ends	69
Maximum age when Waiver of Premium starts	54
Maximum age when Waiver of Premium ends	69

Section D:

Definitions

An explanation of the terms we use across YourLife Plan.

Active

The **cover** has started, is within its term, **premiums** are up-to-date and we have not written to the person covered to tell them that they are no longer covered.

Application Details

A copy of all the information provided by you in your application. **If the information in the Application Details is not correct you should tell us immediately as this may affect your cover.**

Benefit

Any payments the person covered receives from Fortis Life UK Limited under a YourLife Plan **cover**.

Child

Anybody between 30 days and 18 years old who is:

- a natural child of a person covered or their **partner**, or
- legally adopted by a person covered or their **partner**, or
- a legal stepchild of a person covered following their marriage or civil partnership.

Children's critical illness

An illness that:

- we cover under Critical Illness with Term Assurance (see section A2), except **Temporary Disability, Total Permanent Disability** or **Loss of Independence**
- meets our definition of that critical illness in section A3, except **Temporary Disability, Total Permanent Disability** or **Loss of Independence**
- is diagnosed by a **consultant**
- is diagnosed by a specialist in an area of medicine appropriate to the cause of the claim
- is the first and unequivocal diagnosis of the illness, and
- is confirmed by our Consultant Medical Officer.

Consultant

A consultant doctor who:

- specialises in an area of medicine appropriate to the cause of the claim
- is employed at a hospital in an **eligible country**, and
- is treating the person covered for their condition.

All diagnoses made by a consultant must be confirmed by our Consultant Medical Officer.

Cover/covers

One of either:

- Term Assurance, or
- Critical Illness with Term Assurance, or
- Family Income Benefit, or
- Income Protection.

Cover Summary

This is a document we send the person covered once we have agreed to offer them a **cover**. It explains any special conditions which apply to the **cover**, for example if there are any illnesses which are usually part of the **cover** but which we can't cover them for, and whether or not they have the automatic right to ask for an increase in the **sum assured** or **monthly benefit** should their circumstances change.

Critical Illness

An illness that:

- we cover under Critical Illness with Term Assurance (see section A2)
- meets our definition of that critical illness in section A2
- is diagnosed by a **consultant**
- is the first and unequivocal diagnosis of the illness, and
- is confirmed by our Consultant Medical Officer.

For a full list of the critical illnesses we cover along with definitions of each illness, please see section A2.

Daily Activities

See **Incapacitated**

Eligible Country

An eligible country is one of the following:

Australia	Germany	Luxembourg	Sweden
Austria	Gibraltar	Malta	Switzerland
Belgium	Greece	The Netherlands	United Kingdom
Canada	Hong Kong	New Zealand	USA
Channel Islands	Hungary	Norway	
Cyprus	Iceland	Poland	
Czech Republic	Ireland	Portugal	
Denmark	Isle of Man	Slovakia	
Finland	Italy	Slovenia	
France	Japan	Spain	

Employed

Paid **work** under a contract of employment. Paying Class 1 National Insurance contributions.

Fortis Group

Any wholly or partly owned, direct or indirect subsidiary of either Fortis SA/NV or Fortis NV.

Full-time care

Caring for one person for more than 35 hours a week.

Incapacitated

How we define incapacitated depends on whether it refers to:

- the person covered, or
- their **child**.

Incapacitated - the person covered

There are three different ways we define incapacitated in relation to the person covered.

These are based on their ability to do:

1. their own occupation - the kind of job they did before they had to stop **work**
2. their suited occupation - the kind of job they could do
3. their daily activities - the things people need to do in everyday life.

Which of these three definitions applies to the person covered depends on:

- whether they are in paid **work**, and
- what kind of **work** they do.

The **Cover Summary** shows which definition applied to them when they took out their **cover**. If their circumstances change, a different definition may apply. For instance, if the person covered is under 70 and not in paid **work** when they become incapacitated, a daily activities definition will apply. And if they retire while we are paying a **benefit**, we will reassess the claim using a daily activities definition. This might mean we stop making **benefit** payments.

In all cases, their incapacity must be confirmed by appropriate medical evidence and agreed by our Consultant Medical Officer.

Definition 1. Own occupation

The person covered is not doing any paid **work** and has been diagnosed with an illness, injury or disability that totally prevents them from doing the essential duties of their occupation.

Section D: Definitions

By essential duties, we mean the ones necessary to perform their generic trade or profession and not those required to perform their specific job.

We don't take the availability of **work** into account.

Definition 2. Suited occupation

The person covered is not doing any paid **work** and has been diagnosed with an illness, injury or disability that:

- in the first 12 months following the date they stopped **work**, totally prevents them from doing the essential duties of their occupation;
- after they have been off **work** for more than 12 months, totally prevents them from doing the essential duties of an occupation they are reasonably qualified to undertake using their skills, experience or training.

By essential duties, we mean the ones necessary to perform their generic trade or profession and not those required to perform their specific job.

We don't take the availability of **work** into account.

Definition 3. Daily activities

The person covered has been diagnosed with an illness, injury or disability which:

- causes mental failure, or
- prevents them from doing at least two out of the six daily activities, without the help of another person, but with the use of appropriate assistive aids.

Mental failure	<p>A current mental impairment due to an organic brain disease or brain injury supported by evidence of the loss of ability to:</p> <ul style="list-style-type: none"> • remember, and • reason, and • perceive, understand and give effect to ideas, <p>which causes a significant reduction in mental and social functioning, requiring continuous supervision.</p> <p>A Consultant Neurologist or Psychiatrist needs to make the diagnosis.</p>
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Daily activities	Seeing	The ability to see well enough to read 16 point print using glasses or other reasonable aids.
	Bending/ kneeling	The ability to bend, kneel or squat to pick up a paperback book or similar object from the floor, and straighten up again.
	Lifting	The ability to pick up an everyday object of up to 1kg in weight with either hand from table height and carry it for 5 metres.
	Communicating	a) clearly hear (with a hearing aid or other aid if normally used) conversational speech in a quiet room in your first language; or b) understand simple messages in your first language; or c) speak with sufficient clarity to be clearly understood in your first language.
	Dexterity	The ability to use a pen, pencil or keyboard to write a short note or shopping list.
	Walking	Walk more than 200 metres on a level surface without stopping due to breathlessness, angina or severe pain elsewhere in the body.

Incapacitated - **child**

The **child** must need **full-time care** and supervision by another person because of an illness or injury that is expected to continue beyond 12 months. This must be confirmed by a **consultant** who is treating the **child** and agreed by our Consultant Medical Officer.

Income

Income before the person covered had to stop work

If the person covered is employed, this means their total pre-tax earnings for PAYE assessment purposes (excluding benefits in kind) in the 12 months before the claim.

This may include:

- regular bonuses
- commission
- overtime, and
- shift allowances.

We will also take into account any dividends from a private limited company in which they and no more than 3 other shareholders are **employed** as full-time working directors.

The dividend amount must:

- represent their share in the net trading profit of that company from its normal regular business
- be consistent with the trading position of the company, and
- stop being paid as a result of their incapacity.

If the person covered is self-employed, this means their total share of pre-tax profit from their trade profession or vocation for the purposes of Schedule D Case I and II of the Income and Corporation Taxes Act 1988 for the 12 months before they became **incapacitated**.

If their earnings vary from one year to another, for example because they are made up mainly of commission or bonuses, we will use their average earnings over the last 3 years before the claim.

We will not include any income from savings and investments.

Section D: Definitions

Income while we are paying a benefit

While we are paying a **benefit**, we work out the income of the person covered by taking into account:

- **benefit** payments from any YourLife Plan **covers**
- payments from other insurance benefits, including other income protection policies as well as accident and sickness cover
- any income they are still receiving from their employer
- income they are still receiving from their business, and
- pension payments.

We don't take into account any State Benefits, including statutory sick pay, State Pensions and incapacity benefit.

Intentionally

We use this word to describe a way that the person covered might have given us incorrect, incomplete or untrue information either deliberately or without any care. By intentionally we mean doing it in order to get terms or **cover** different from the ones we would offer them if we had the correct, complete or true information.

Irreversible

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

Joint life

Cover for two people with the **benefit** payable once.

Loss of Independence

This is a **critical illness** that we cover under Critical Illness with Term Assurance. For a list of all the illnesses that we cover, and definitions, please see section A2.

Mastectomy for ductal carcinoma in situ (DCIS)

This is a **critical illness** that we cover under Critical Illness with Term Assurance. For a list of all the illnesses that we cover, and definitions, please see section A2.

Monthly benefit

Any monthly payments the person covered receives from Fortis Life UK Limited under a YourLife Plan **cover**.

Negligently

We use this word to describe a way that the person covered might have given us incorrect, incomplete or untrue information. By negligently we mean doing it without taking the amount of care that it would be reasonable for us to expect them to take when providing information for an insurance policy.

Occupation

The generic duties of a trade, profession or type of **work** undertaken for profit or pay. It is not the specific job of the person covered with their particular employer and is independent of location.

Own occupation

See **Incapacitated**

Partner

Someone the person covered is married to or in a civil partnership with, or someone they have been living with for a minimum of 2 years as if they were married or in a civil partnership.

Permanent

Expected to last throughout the person covered's life without prospect of improvement, irrespective of when the **cover** ends or the person covered retires.

Permanent neurological deficit with persisting clinical symptoms

Symptoms of dysfunction in the nervous system that are present on clinical examination and expected to last throughout your life.

Symptoms that are covered include:

- numbness
- hyperaesthesia (increased sensitivity)
- paralysis
- localised weakness
- dysarthria (difficulty with speech)
- aphasia (inability to speak)
- dysphagia (difficulty in swallowing)
- visual impairment
- difficulty in walking
- lack of co-ordination
- tremor
- seizures
- lethargy
- dementia
- delirium
- coma.

The following are not covered:

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

Premium/premiums

The monthly or annual payment to Fortis life UK Limited for a YourLife Plan **cover**.

Resident

Living in the country for at least 10 months in any 12 month period.

Self-employed

- Actively working alone or with others in a partnership, and
- paying Class 2 National Insurance contributions, and
- being assessed for Income tax under Schedule D Case I or II.

Single life

Cover for one person.

Suited occupation

See **Incapacitated**

Sum assured

The amount we would pay for a successful claim Critical Illness with Term Assurance. We would either pay this amount or a percentage of this amount, depending on the kind of **cover** and the options that are included in the **cover**. The ways that the person covered can change the sum assured are explained in section B3.

Temporary Disability

If the person covered has Critical Illness with Term Assurance, they can choose to be covered for an illness or injury that temporarily stops them working. For a definition of Temporary Disability, please see section A2.

Term of the cover

How long the **cover** lasts. In other words, the period between the date **cover** starts and the date it ends. Section B3 explains how the term of a **cover** can be changed.

Terminal illness

An advanced or rapidly progressing incurable illness where, in the opinion of an attending **consultant** and our Consultant Medical Officer, life expectancy is no more than 12 months.

Section D: Definitions

Total Permanent Disability

If the person covered has Critical Illness with Term Assurance, they can choose to be covered for an illness or injury that causes them to be totally and permanently disabled.

For a definition of Total Permanent Disability, please see section A2.

Work

Paid employment or self-employment.



Fortis Life UK Limited
Registered Address

5 Aldermanbury Square
London
EC2V 7HR

Telephone 0845 600 6820 (calls should
cost no more than 5p per minute from a
BT landline, networks may vary)

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