

YourLife Plan - Family Income Benefit 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:

Fortis Life
 PO Box 205
 Wymondham
 NR18 8AH
 Telephone: 0845 600 6820
 (calls should cost no more than 5p per minute from a BT landline, networks may vary)
 Email: enquiries@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.

Welcome to YourLife Plan

This booklet is the YourLife Plan - Family Income Benefit Cover Details. It explains how your cover works.

If you've just taken out YourLife Plan - Family Income Benefit, 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 - Family Income Benefit, 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 Family Income Benefit

Family Income Benefit will pay the **monthly benefit** if the person covered:

- dies, or
- is diagnosed with an illness that meets our definition of **terminal illness**.

It pays a **monthly benefit** for the rest of the **term of the cover**.

If the **cover** includes Waiver of Premium, we will waive the Family Income Benefit **premiums** if the person covered is **incapacitated**. The **Cover Summary** will show if the **cover** includes Waiver of Premium.

When we will pay the benefit

When we will pay the **benefit** depends on the **cover** shown in the **Cover Summary**.

What's shown in the Cover Summary	When we will pay the benefit
Single life	We will pay the benefit if the person covered: <ul style="list-style-type: none"> • dies, or • is diagnosed with an illness which meets our definition of terminal illness. After we have paid one claim the cover stops.
Joint life	We will pay the benefit if one of the people covered: <ul style="list-style-type: none"> • dies, or • is diagnosed with an illness which meets our definition of terminal illness. After we have paid one claim the cover stops.

If the **cover** includes Waiver of Premium:

What's shown in the Cover Summary	When we will waive the Family Income Benefit premiums
Single life	We will waive the Family Income Benefit 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 Family Income Benefit 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 Family Income Benefit 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.

How much we will pay

How much we pay depends on the **cover** shown in the **Cover Summary**.

What's shown in the Cover Summary	How much we will pay
Level monthly benefit	We will pay the same amount of benefit each month. This will be the amount shown in the Cover Summary .
Increasing monthly benefit	For the first year of the cover we will pay the amount shown in the Cover Summary each month. Each year, on the anniversary of when the cover started, the amount of the monthly benefit will increase by 5% of the current monthly benefit . During a claim, the benefit we pay will continue to increase by 5% of the current monthly benefit each year.

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

Changing the *monthly benefit* to a lump sum

At the point of claim or while we are paying a *monthly benefit*, the person covered or the people looking after their estate can ask us to pay a lump sum instead of a *monthly benefit*. The amount of this lump sum will not be as much as the remaining *monthly benefit* payments added together. We will explain to them what the lump sum would be when they ask to change the *benefit*.

How we will pay the *benefit*

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

If the Family Income Benefit 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 Family Income Benefit *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
- their diagnosis does not meet our definition of *incapacitated* or *terminal illness*, or for *terminal illness* 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.

Section A: The cover

A2 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 Family Income Benefit **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 **monthly benefit**, 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 **monthly benefit** 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 **monthly benefit** 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 Family Income Benefit

The following tables explain how the person covered can change their Family Income Benefit **cover**.

Increasing the **monthly benefit** - limited

If this option is shown in the **Cover Summary**, the person covered has the right to take out an additional Family Income Benefit **cover** with the same end date as the original **cover**. They can do this up to 13 weeks after the person covered:

- marries or enters into a civil partnership with their **partner**, or
- has a **child** or legally adopts one, or
- increases their **income** as a result of a promotion or career change.

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 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 **monthly benefit** of this new **cover**. It can't be more than the lower of:

- 50% of the current **monthly benefit** of the original **cover**, or
- £625.

If the person covered is taking out this additional **cover** following an increase to their **income** as a result of a promotion or career change, there is an additional limit to the **monthly benefit** of the new **cover**. It can't be more than the amount that their **income** has been increased by.

The person covered can take out more than one new **cover** but the most they can increase the **monthly benefit** by overall is the lower of:

- the amount of the current **monthly benefit** of the original **cover**, or
- £1,250.

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.

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

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.

Reducing the *monthly benefit*

The person covered can reduce the **monthly benefit** at any time. They can reduce the **monthly benefit** 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 **monthly benefit**, the amount by which they'll be able to do it will be based on the new, lower **monthly benefit**, 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 **monthly benefit**, we will write to them each year to tell them the new **monthly benefit** 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 **monthly benefit** 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 **monthly benefit** 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.

If the person covered stops the annual increase and makes a claim within three years of the last increase that took place, the **monthly benefit** will increase during a claim.

If the person covered stops the annual increase and restarts it again within three years, the **monthly benefit** will begin increasing again every year and will continue to increase during a claim.

If the person covered stops the annual increase and three or more years pass since the last increase took place, they cannot restart the annual increase. If they make a claim, the **monthly benefit** will not increase during the claim.

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 a **joint life cover**.

We will need information about the new person so we can decide whether we can 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**.

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.

Section B: Managing the cover

How these changes affect the cost of the cover

If the person covered set up a **cover** with an increasing **monthly benefit**, the amount they pay will increase each year to pay for the extra cover. If they then change to a level **monthly benefit**, 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 **monthly benefit** 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 **monthly benefit**, or term of a **cover** increases, the **premium** of the **cover** will increase. The amount that the **premium** increases depends on:

- how much the **monthly benefit** 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 **monthly benefit** or term of a **cover** reduces, it may reduce the **premium**.

The amount of this reduction will depend on:

- how much the **monthly benefit** 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 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)
- 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.

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

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

Some types of **cover** require the person covered, or the doctor that diagnoses them, to be in a particular part of the world when a claim is made or when we are paying a **benefit**. For Family Income Benefit, the person covered or **consultant** can be anywhere in the world.

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**.

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 Family Income Benefit, 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
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C10	If we cannot meet our liabilities
C11	Assignment
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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, Wyomondham, 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

Maximum or minimum	Family Income Benefit
Maximum <i>monthly benefit</i>	No maximum
Minimum term (years)	3
Maximum term (years)	70
Minimum age when the <i>cover</i> starts	17
Maximum age when the <i>cover</i> starts	86
Maximum age when the <i>cover</i> ends	89
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.

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.

Daily Activities

See **Incapacitated**

Deferred period

The time between the person covered becoming **incapacitated** and the date we start paying a **benefit**. If the **cover** starts on a date after the person covered becomes **incapacitated**, the start date of the **cover** is the start of the deferred period. The deferred period for a **cover** is shown in the **Cover Summary**.

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.

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.

Section D: Definitions

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	<p>a) clearly hear (with a hearing aid or other aid if normally used) conversational speech in a quiet room in your first language; or</p> <p>b) understand simple messages in your first language; or</p> <p>c) speak with sufficient clarity to be clearly understood in your first language.</p>
	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.

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.

Joint life

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

Monthly benefit

Any monthly payments the person covered receives from Fortis Life UK Limited under a YourLife Plan ***cover***. The ways that the person covered can change the monthly benefit are explained in section B3.

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.

Section D: Definitions

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.

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.

Single life

Cover for one person.

Suited occupation

See **Incapacitated**

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.

Work

Paid employment or self-employment.

**Fortis Life UK Limited
Registered Address**

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London
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Telephone 0845 600 6820 (calls should
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