

Virgin Life Insurance with Critical Illness Cover

Policy Conditions

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Policy Conditions

This document, together with any policy schedules, set out the full **policy conditions** of Virgin Life Insurance with Critical Illness Cover. Please keep this in a safe place as you may need to refer to it in the future.

Contents

	Page
1 Introduction	3
2 Cover start, end and eligibility	4
3 Premiums	4
4 Life cover	4
5 Terminal illness cover	4
6 Critical illness cover	5 - 9
7 Childcover benefit and children's intensive care benefit	9 - 10
8 Total permanent disability benefit	10 - 11
9 If you stop your policy	11
10 Payment of claims	11
11 Our right to cancel your policy	12
12 General	12 - 13
13 Decreasing cover	14

Important

The Financial Conduct Authority and the Prudential Regulation Authority are the independent financial services regulators. The Financial Conduct Authority requires us, Friends Life and Pensions Limited, to give you important information to help you decide whether Virgin Life Insurance with Critical Illness Cover is right for you. You should read this document carefully so that you understand what you are buying, and then keep it safe for future reference.

Virgin Life Insurance with Critical Illness Cover is provided by Friends Life and Pensions Limited.

Please contact us at the start of an illness to make sure that a future claim for critical illness cover is not delayed or refused. We give more information in the following conditions:

- › Condition 6.3 for critical illness cover,
- › Condition 7 for childcover benefit and children's intensive care benefit.

1 Introduction

This document, together with any policy schedules, sets out the full policy conditions of Virgin Life Insurance with Critical Illness Cover.

Virgin Life Insurance with Critical Illness Cover is provided by Friends Life and Pensions Limited.

1.1 About your Virgin Life Insurance with Critical Illness Cover policy

Your policy is a legal contract between you and Friends Life and Pensions Limited. Your policy does not provide cover for events that you or a life assured deliberately bring about. Please read your policy conditions and policy schedule carefully. You should keep them in a safe place as they will be needed if there is a claim under your policy.

In making decisions and exercising discretions given to us under these policy conditions we will act reasonably and with proper regard to the need to treat you and other customers fairly.

These policy conditions will only apply to your policy provided they are not unfair terms within the Unfair Terms in Consumer Contract Regulations. If a term is unfair it will, as far as possible, still apply but without any part of it which would cause it to be unfair.

1.2 What 'you', 'your', 'we', 'us' and 'our' mean

You and **your** in this document mean the **policyholder**.

We, **us** and **our** in this document mean **Friends Life and Pensions Limited**.

1.3 General definitions we use in this document

The meanings for these are shown below.

> Cover

Subject to the policy conditions, the sum assured is the cash sum we show in your policy schedule and we pay:

- on the death of a life assured commences after the start date and before the expiry date; or
- on the life assured being diagnosed with a terminal illness after the start date and before the expiry date; or
- when we receive satisfactory evidence that a life assured is diagnosed with a critical illness, commences after the start date and before the expiry date; or
- when we receive satisfactory evidence that a life assured suffers a total permanent disability, if the life assured is eligible, commences after the start date and before the expiry date.

> Confirmation schedule

This is a document we send to the life assured confirming the answers that were stated at the start of the policy.

> Critical illness cover

This cover pays out a cash sum if a life assured is diagnosed with a critical illness subject to the policy conditions.

> Decreasing cover

The cover will reduce each month on the same basis as the capital due on a repayment mortgage reduces with an interest rate of 10% each year. Condition 13 illustrates how £10,000 cover reduces each year.

> Expiry date

The expiry date is the date your cover expires as stated in the policy schedule.

> Life assured

This is the person we show in your policy schedule whose life is covered by your policy.

> Permanent neurological deficit

Permanent neurological deficit with persisting clinical symptoms, subject to the terms and conditions, means symptoms of dysfunction in the nervous system that are present on clinical examination and expected to last throughout the lifetime of the life assured.

> Policy

The legal contract detailed in your policy schedule and these policy conditions.

> Policy conditions

The general terms and conditions set out in this document.

> Policyholder

This is the owner or owners of this policy. The policyholder at the outset is the life assured shown in your policy schedule.

> Policy schedule

This is a document we send to the life assured confirming the details of their policy.

> Policy term

The period over which cover is provided between the start date and the expiry date.

> Policy year

The year starting on the start date or its anniversary.

> Premium

The amount we show in your policy schedule that you must pay to us throughout the policy term. Premiums are fixed throughout the term of the policy.

> Premium payment dates

The dates we show in your policy schedule on which you must pay us the premium.

› **Start date**

The date we show in your policy schedule from which cover begins and premiums are payable.

› **Terminal illness cover**

The equivalent benefit in value to the cover but only relating to the life assured being diagnosed with a terminal illness under a Critical Illness with Life Cover policy.

› **Total permanent disability benefit**

This benefit pays out a cash sum if a life assured suffers a total permanent disability subject to policy conditions.

2 Cover start, end and eligibility

2.1 Start of cover

2.1.1 Cover under your policy starts on the start date and is subject to you paying the first premium.

2.2 End of cover

2.2.1 Cover under your policy ends on the expiry date.

2.2.2 In the following cases, cover will end earlier than the expiry date:

- › immediately after a life assured dies; or
- › immediately after we agree to pay a claim for terminal illness benefit; or
- › immediately after we agree to pay a claim for critical illness cover or total permanent disability benefit, if the life assured is eligible; or
- › if you do not pay a premium when it's due to be paid (Condition 3.2.1); or
- › if you stop your policy (Condition 9); or
- › if we exercise our right to cancel your policy (Condition 11); or
- › if we cancel your policy due to a mis-stated age (Condition 12.4.4).

2.3 Age and residence

2.3.1 You must be aged 17 or over and permanently resident in the UK to take out the policy.

2.4 Amount of cover

2.4.1 If we show decreasing cover in your policy schedule, the cover will reduce each month on the same basis as the capital due on a repayment mortgage reduces with an interest rate of 10% each year. Condition 13 shows how a cover of £10,000 reduces each year.

2.4.2 The critical illness cover or total permanent disability benefit, if you are eligible, will be calculated as at the date for which we have satisfactory evidence of the definition of a critical illness or total permanent disability being first met.

2.4.3 The maximum cover you can hold for this product provided by Friends Life and Pensions Limited is £500,000 in total. If you hold cover that exceeds £500,000 then the latest cover that exceeds the £500,000 limit will be cancelled. We will refund the appropriate proportion of the premium to you that relates to the excess cover.

3 Premiums

3.1 Payment of premiums

3.1.1 Premiums are payable as shown in your policy schedule. The first premium must be paid within 14 days of the start date. All premiums are payable throughout the policy term by direct debit.

3.2 Non-payment of premiums

3.2.1 If any premium is not paid and stays unpaid 31 days after its due date the cover under your policy will end.

3.2.2 If the cover ends for this reason, you can apply to restart the cover up to three months after the first unpaid premium date to reinstate the cover. We may allow you to reinstate your policy and will confirm to you our requirements on application.

4 Life cover

This cover pays out a cash sum on the death of the life assured or either of the lives assured, during the policy term subject to the policy conditions.

4.1 Definition which applies to this cover

This definition applies for the purposes of Condition 4.

4.1.1 If there are two lives assured in your policy schedule then life assured means the first to die.

4.2 Benefit

4.2.1 Life cover is payable if the life assured dies:

- › after the start date; and
- › on or before the expiry date;

as long as:

- › the requirements of Condition 10 are met; and
- › we are not entitled to cancel your policy under Condition 11; and
- › we are not entitled to cancel your policy under Condition 12.4.4; and
- › your policy has not ended for any other reason.

5 Terminal illness cover

5.1 Definitions that apply to this cover

These definitions apply for the purposes of Condition 5.

5.1.1 Terminal illness means a definite diagnosis by the attending consultant of an illness that satisfies both of the following:

- › the illness either has no known cure or has progressed to the point where it cannot be cured; and
- › in the opinion of the attending consultant, the illness is expected to lead to death within 12 months.

5.1.2 If there are two lives assured in your policy schedule then life assured means the first to be diagnosed with a terminal illness.

5.2 Benefit

5.2.1 Terminal illness cover is payable if the life assured is diagnosed with a terminal illness which commenced after the start date and before the expiry date, as long as:

- › the requirements of Condition 10 are met;
- › we are not entitled to cancel your policy under Condition 11;
- › we are not entitled to cancel your policy under Condition 12.4.4; and
- › your policy has not ended for any other reason.

6 Critical illness cover

6.1 Definitions which apply to this cover

These definitions apply for the purposes of Condition 6.

6.1.1 If there are two lives assured in your policy schedule then life assured means the first to be diagnosed with a critical illness.

6.1.2 Critical illness means one of the conditions set out in Condition 6.3.

6.1.3 We will not treat any other medical condition as a critical illness.

6.1.4 In Condition 6.3 the following definitions will apply:

- › Irreversible means cannot be reasonably improved upon by medical treatment and/or surgical procedures used by the National Health Service in the United Kingdom at the time of the claim.
- › Permanent means expected to last throughout the life assured's life, not just until the cover ends or the life assured retires.
- › Permanent neurological deficit with persisting clinical symptoms means symptoms of dysfunction in the nervous system that are present on clinical examination and expected to last throughout the lifetime of the life assured. Symptoms that are covered include numbness, hyperaesthesia (increased sensitivity), paralysis, localised weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty swallowing), visual impairment, difficulty in walking, lack of coordination, tremor, seizures, lethargy, dementia, delirium and coma.

The following are not covered:

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

6.2 Benefit

Critical illness cover is payable if the life assured is diagnosed with a critical illness which commenced after the start date and before the expiry date, as long as:

- › the requirements of Condition 10 are met;
- › none of the exclusions in Condition 6.4 apply;
- › the life assured survives for 14 days after the diagnosis;
- › we are not entitled to cancel your policy under Condition 11;
- › we are not entitled to cancel your policy under Condition 12.4.4 and
- › your policy has not ended for any other reason.

6.3 Critical illness conditions

Alzheimer's disease

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:

- › all other forms of dementia.

Aorta graft surgery

The undergoing of surgery to the aorta with excision and surgical replacement of a portion of the affected aorta with graft. The term aorta includes the thoracic and abdominal aorta but not its branches.

For the above definition, the following is not covered:

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

Aplastic anaemia

Confirmation by a consultant haematologist of a definite diagnosis of complete bone marrow failure which results in anaemia, neutropenia and thrombocytopenia and requires, as a minimum, one of the following treatments:

- › blood transfusion; or
- › marrow stimulating agents; or
- › immunosuppressive agents; or
- › bone marrow transplantation.

For the above definition, the following are not covered:

- › all other forms of anaemia.

Bacterial meningitis

Bacterial meningitis causing inflammation of the membranes of the brain or spinal cord which results 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, not mentioned above, including viral meningitis.

Benign brain tumour

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 or undergoing invasive surgery to remove part or all of the tumour.

For the above definition, the following are not covered:

- > tumours in the pituitary gland; or
- > angiomas.

Benign spinal cord tumour

A non-malignant tumour in the spinal canal, involving the meninges or the spinal cord. This tumour must be interfering with the function of the spinal cord which results in permanent neurological deficit with persisting clinical symptoms. The diagnosis must be made by a relevant consultant and must be supported by CT, MRI or histopathological evidence.

For the above definition, the following are not covered:

- > cysts,
- > granulomas,
- > malformations in the arteries or veins of the spinal cord,
- > haematomas,
- > abscesses,
- > disc protrusions and
- > osteophytes.

Blindness

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

Cancer

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, except cutaneous lymphoma (lymphoma confined to the skin).

For the above definition, the following are not covered:

- > all cancers which are histologically classified as any of the following:
 - pre-malignant; or
 - non-invasive; or
 - cancer in situ; or
 - having 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 (including cutaneous lymphoma) other than:
 - malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin); or
 - the occurrence of a malignant basal cell carcinoma or malignant squamous cell carcinoma positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue. To satisfy the definition of skin cancer in this bullet point, the skin cancer must have invaded and spread to lymph nodes or metastasised to distant organs.

Cardiac Arrest

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

- > Implantable Cardioverter-Defibrillator (ICD); or
- > Cardiac Resynchronization Therapy with Defibrillator (CRT-D).

Cardiomyopathy

An unequivocal diagnosis by a consultant cardiologist of cardiomyopathy resulting in one or more of the following:

- > impaired ventricular function and marked limitation of physical activity where the life assured is unable to progress beyond stage two of a treadmill exercise test using the standard Bruce protocol; or
- > is classified as Stage III under the New York Heart Association (NYHA) Functional Classification.

For the purpose of this definition NYHA Stage III is classified as a marked limitation in activity due to symptoms, even during less than ordinary activity. The patient is only comfortable at rest.

For the above definition, the following are not covered:

- > all other forms, other than those specified above, of heart disease, heart enlargement and myocarditis are specifically excluded.

Chronic rheumatoid arthritis

A definite diagnosis by a consultant rheumatologist of chronic rheumatoid arthritis as evidenced by widespread joint destruction with major clinical deformity. In addition the life assured must permanently satisfy three of the four following criteria:

- > **Bending** – the inability to bend or kneel to pick up something from the floor and stand up again and the inability to get into and out of a standard saloon car.
- > **Dexterity** – the inability to use hands and fingers to pick up and manipulate small objects such as cutlery, including being unable to write using a pen or pencil.

- **Lifting** – the inability to lift, carry or otherwise move everyday objects by hand. Everyday objects include a kettle of water, a bag of shopping and an overnight bag or briefcase.
- **Mobility** – the inability to walk a distance of 200 metres on flat ground, with or without the aid of a walking stick and without having to rest or experiencing severe discomfort.

Coma

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.

Alcohol or drug abuse means inappropriate use of alcohol or drugs, including but not limited to the following:

- drinking too much alcohol;
- taking an overdose of drugs, whether lawfully prescribed or not;
- taking controlled drugs (as defined by the Misuse of Drugs Act 1971) other than in accordance with a lawful prescription.

Coronary artery by-pass grafts

The undergoing of surgery requiring thoractomy (keyhole surgery or median sternotomy) on the advice of a consultant cardiologist to correct narrowing or blockage of one or more coronary arteries with by-pass grafts.

Creutzfeldt-Jakob disease

Confirmation by a consultant neurologist of a definite diagnosis of Creutzfeldt-Jakob disease, resulting in permanent neurological deficit with persisting clinical symptoms.

Deafness

Permanent and irreversible loss of hearing to the extent that the loss is greater than 95 decibels across all frequencies in the better ear using a pure tone audiogram.

Dementia

A definite diagnosis of dementia by a consultant neurologist, psychiatrist or geriatrician. There must be permanent clinical loss of the ability to do all of the following:

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

For the above definition, the following is not covered:

- Alzheimer's disease.

Heart attack

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

- new characteristic electrocardiographic changes;
- the characteristic rise of cardiac enzymes or troponins 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:

- angina;
- other acute coronary syndromes.

Heart valve replacement or repair

The undergoing of surgery requiring thoractomy (keyhole surgery or median sternotomy) on the advice of a consultant cardiologist to replace or repair one or more heart valves.

HIV infection

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 from the eligible occupations listed below;
 - ambulance workers
 - chiroprodists
 - dental nurses
 - dental surgeons
 - district nurses
 - fire brigade fire fighters
 - general practitioners
 - hospital caterers
 - hospital cleaners
 - hospital doctors, surgeons and consultants
 - hospital laboratory technicians
 - hospital laundry workers
 - hospital nurses
 - hospital porters
 - midwives
 - nurses employed by general practitioners
 - occupational therapists
 - paramedics
 - physiotherapists
 - podiatrists
 - policemen and policewomen

- prison officers
- radiologists
- refuse collectors
- social workers

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

- > the incident must have been reported to appropriate authorities and have been investigated in accordance with the established procedures;
- > where HIV infection is caught through a physical assault or as a result of an incident occurring during the course of performing normal duties of employment, the incident must be supported by a negative HIV antibody test taken within five days of the incident;
- > there must be a further HIV test within 12 months confirming the presence of HIV or antibodies to the virus.

For the above definition, the following is not covered:

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

Kidney failure

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

Liver failure

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

- > permanent jaundice;
- > ascites; and
- > encephalopathy.

Loss of hands or feet

Permanent physical severance of any combination of one or more hands or feet at or above the wrist or ankle joints.

Loss of independence

The total and permanent loss of the ability to perform routinely at least three of the specified six 'activities of daily living' without the continual assistance of someone else, even with the use of special devices or equipment.

The following are activities of daily living;

- > **Washing** – being able to wash and bathe unaided, including getting into and out of the bath or shower.
- > **Dressing** – being able to put on, take off, secure and unfasten all necessary items of clothing.
- > **Feeding** – being able to eat pre-prepared foods unaided.
- > **Continence** – being able to control bowel or bladder functions, whether with or without the use of protective undergarments and surgical appliances.
- > **Moving** – being able to move from one room to another on level surfaces.
- > **Transferring** – being able to get on and off the toilet, in and out of bed and move from a bed to an upright chair or wheelchair and back again.

Loss of speech

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

Major organ transplant

The undergoing as a recipient of a;

- > transplant of bone marrow; or
- > transplant of a complete heart, kidney, liver, lung, or pancreas; or
- > transplant of a lobe of liver; or
- > transplant of a lobe of lung; or
- > inclusion on an official United Kingdom waiting list for such a procedure.

For the above definition, the following is not covered:

- > transplant of any other organs, parts of organs, tissues or cells.

Motor neurone disease

A definite diagnosis of motor neurone disease by a consultant neurologist. There must be permanent clinical impairment of motor function.

Multiple sclerosis

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 three months.

Open heart surgery

The undergoing of open heart surgery requiring thoracotomy on the advice of a consultant cardiologist.

The following is not covered:

- > any percutaneous, transluminal or investigative procedure.

Paralysis of limbs

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

Parkinson's disease

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.

Progressive supranuclear palsy

Confirmation by a consultant neurologist of a definite diagnosis of progressive supranuclear palsy. There must be permanent clinical impairment of all of the following:

- > motor function;
- > eye movement disorder; and
- > postural instability.

Respiratory failure

Confirmation by a consultant physician of severe 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;
- › FEV1 being less than 40% of normal; and
- › vital capacity less than 50% of normal.

Severe Crohn's disease

A definite diagnosis by a consultant gastroenterologist of Crohn's disease with fistula formation and intestinal strictures. There must have been two or more bowel segment resections on separate occasions. There must also be evidence of continued inflammation with ongoing symptoms, despite optimal therapy with diet restriction, medication use and surgical interventions.

Stroke

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

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

For the above definition, the following is not covered:

- › Transient ischaemic attack.

Systemic lupus erythematosus (SLE)

A definite diagnosis of systemic lupus erythematosus (SLE) by a consultant rheumatologist resulting in:

- › permanent impaired renal function evidenced by a glomerular filtration rate below 30ml/min/1.73m²; and
- › urinalysis showing proteinuria or haematuria; or
- › permanent neurological deficit evidenced by one of the following persisting clinical symptoms – paralysis, localised weakness, dysarthria (difficulty with speech), dysphagia (difficulty in swallowing), difficulty in walking or lack of coordination.

For the purposes of this definition seizures, headaches, fatigue, lethargy or any symptoms of psychological or psychiatric origin will not be accepted as evidence of permanent neurological deficit.

Third degree burns

Burns that involve damage or destruction of the skin to its full depth through to the underlying tissue and covering at least 20% of the body's surface area or 30% of the surface area of the face which for the purposes of this definition includes the forehead and ears.

Traumatic head injury

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

Type 1 insulin dependent diabetes mellitus

A definite diagnosis of Type 1 insulin dependent diabetes mellitus by a consultant. There must be an abrupt onset, accompanied by ketonuria or other biochemical evidence of ketosis. The first diagnosis for the life assured must come after the age of 40. Permanent insulin injections must be the only possible treatment to prevent life threatening diabetic ketoacidosis and these must have continued for a period of at least 12 months.

For the above definition, the following are not covered:

- › gestational diabetes unless the life assured has been on continuous insulin injections to prevent diabetic ketoacidosis for 12 months after delivery of a baby;
- › Type 2 diabetes mellitus treated with oral medications or treated with insulin to improve diabetic control.

We will not pay the benefit for Type 1 insulin dependent diabetes mellitus, as defined above, if the diagnosis is made within the 12 months before the date on which the policy will end.

Ulcerative colitis

A definite diagnosis which is treated with total colectomy. A definite diagnosis of ulcerative colitis must be confirmed by a consultant gastroenterologist.

6.4 Exclusions

- 6.4.1 No benefit will be payable if a claim is directly or indirectly due to intentional self-inflicted injury.

7 Childcover benefit and children's intensive care benefit

This cover pays out a cash sum, as set out in Condition 7.2.5 if a child of a life assured is diagnosed with a critical illness or requires mechanical ventilation for seven days subject to the policy conditions.

7.1 Definitions which apply to this cover

These definitions apply for the purposes of Condition 7.

- 7.1.1 In Childcover benefit critical illness means one of the conditions as defined in Condition 6.3 with the exception of:

- › Type 1 insulin dependent diabetes mellitus.
But including the additional condition;
- › Hydrocephalus with the insertion of a shunt.

7.1.2 Childcover benefit and children's intensive care benefit applies to:

- > a child of a life assured; or
- > a child who was legally adopted by a life assured.

7.2 Benefit

7.2.1 Childcover benefit is payable if a child aged at least 30 days and before their 18th birthday is first diagnosed with a critical illness:

- > after the start date; and
- > on or before the expiry date;

as long as:

- > the requirements of Condition 10 are met;
- > none of the exclusions in Condition 7.3 apply;
- > the child survives for 14 days after the diagnosis;
- > we are not entitled to cancel your policy under Condition 11;
- > we are not entitled to cancel your policy under Condition 12.4.4; and
- > your policy has not ended for any other reason.

7.2.2 Children's intensive care benefit is payable if a child aged at least 30 days and before their 18th birthday, due to sickness or injury, requires continuous mechanical ventilation by means of tracheal intubation for 7 consecutive days (24 hours a day):

- > after the start date; and
- > on or before the expiry date;

as long as;

- > the requirements of Condition 10 are met;
- > none of the exclusions in Condition 7.3 apply;
- > we are not entitled to cancel your policy under Condition 11;
- > we are not entitled to cancel your policy under Condition 12.4.4; and
- > your policy has not ended for any other reason.

7.2.3 If a child is not eligible for cover because they are:

- > under 30 days old when the cover starts; or
- > not yet born when the cover starts.

They will become eligible once they reach the age of 30 days.

7.2.4 If a child is not eligible for cover because they were not legally adopted by a life assured when the cover starts, they will become eligible when they are legally adopted.

7.2.5 The overall amount of childcover benefit payable will be whichever is the least of:

- > £25,000; and
- > 25% of the total cover that is current at the time of claim.

Only one claim can be made for any one child under a policy.

Where a life assured has more than one policy with us the maximum benefit we will pay for each child under all policies is £25,000 in total.

7.3 Exclusions

7.3.1 You will have no right to benefit if a claim is directly or indirectly due to any of the following:

- > intentional self-inflicted injury; or
- > if the symptoms first arose before:
 - the start date;
 - the child reaching the age of 30 days;
 - the legal adoption or legal guardianship of the child; or
 - if the condition is brought about by intentional harm inflicted on the eligible child by the policyholder.

8 Total permanent disability benefit

Your policy schedule will show whether the definition of total permanent disability, if the life assured is eligible, for a particular life assured is 'own', 'suited' or 'activities of daily work'. Those definitions are set out in 8.1 below.

8.1 Definitions which apply to this benefit

These definitions apply for the purposes of Condition 8.

8.1.1 If there are two lives assured in your policy schedule then life assured means:

- > if we state in your policy schedule that this benefit applies to only one of them, that person; or
- > if we state in your policy schedule that this benefit applies to both lives assured, the first to become permanently and totally disabled.

8.1.2 The definitions of total permanent disability are as follows:

“Permanent”

Permanent means expected to last throughout the life assured's life, not just until the cover ends or the life assured retires.

“Own”

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

Own occupation means the life assured's trade, profession or type of work undertaken for profit or pay. It is not a specific job with any particular employer and is irrespective of location and availability of work is not relevant.

The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of the policy expiry or when the life assured expects to retire.

“Suited”

Loss of the physical or mental ability through an illness or injury to the extent that the life assured is unable to do the material and substantial duties of a suited occupation ever again. The material and substantial duties are those that are normally required for, and/or form a significant and integral part of the performance of a suited occupation that cannot reasonably be omitted or modified.

A suited occupation means any work the life assured could do for profit or pay, taking into account their employment history, knowledge, transferable skills, training, education and experience, and is irrespective of location and availability.

The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the policy expires or the life assured expects to retire.

“Activities of daily work”

Loss of the physical ability through an illness or injury to do at least 3 of the 6 work tasks listed below ever again. The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the policy expires or the life assured expects to retire.

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

The work tasks are:

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

8.2 Benefit

8.2.1 Total permanent disability benefit is payable if the life assured first becomes permanently totally disabled:

- › after the start date;
- › before the expiry date;
- › the requirements of Condition 10 are met;
- › none of the exclusions in Condition 8.3 apply;
- › we are not entitled to cancel your policy under Condition 11;
- › we are not entitled to cancel your policy under Condition 12.4.4; and
- › your policy has not ended for any other reason.

8.2.2 The amount of benefit is the sum assured.

8.3 Exclusions

8.3.1 You will have no right to benefit if a claim is directly or indirectly due to intentional self-inflicted injury.

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

9 If you stop your policy

9.1 You (or any one policyholder if two or more) can tell us to stop your policy at any time. If you do, no further premiums will be payable and all cover will stop.

9.2 Your policy does not have a cash-in value.

10 Payment of claims

10.1 In the event of a claim relating to the life assured, please contact The Claims Department on **0845 604 3370***. Or by writing to: **The Claims Department, Virgin Life Insurance, PO Box 2325, Salisbury SP2 2LF.**

10.2 You should tell us within one month of disablement and we will only pay the benefit if and when we are satisfied that the claim is valid.

10.3 You should tell us within three months of the diagnosis of a critical illness and we will only pay the benefit if and when we are satisfied that the claim is valid.

10.4 If we pay the cover your policy will end and no other benefit will be paid.

10.5 When initially notifying us of a claim, you must provide the following information, where appropriate:

- › details of the person(s) dealing with the claim, their name(s) address, and telephone number. In some instances this may be a third party e.g. solicitor, next of kin or executor; and
- › a death certificate; or
- › the nature of the illness, disability, operation or cause of death; or
- › details of the life assured’s total permanent disability; or
- › details of any illness or injury the life assured or child suffers; or
- › evidence of a life assured’s death and details of the diagnosis of a terminal illness; or
- › details of the child; and
- › relevant dates, e.g. the date the illness was diagnosed or date of death.

10.6 Once we have all this information, we will be able to confirm that a claim can be submitted to us to consider and we will then forward a claim form, reply paid envelope and a short aid detailing the next steps required for the claim to be assessed.

- 10.7 Once we reasonably consider that we have enough information or proof to establish your claim, we will pay the benefit.
- 10.8 We will need evidence, where appropriate of:
- a diagnosis by a medical practitioner whose specialism is appropriate to the cause of claim, where this is necessary it is explained in the definition of the particular critical illness;
 - a medical report and other information about the life assured's medical condition and medical history; or
 - the results of any independent medical assessment which we may ask the life assured to undergo at our expense.
- 10.9 We will pay a valid claim on the signed instruction of:
- the surviving life assured where cover is joint; or
 - the life assured's legal personal representatives any person or beneficiary to whom you or any of the above may have legally assigned your policy.
- 10.10 Once the process described in Condition 10 has been completed and a claim form has been received then we will waive your premiums for the period that the claim is being investigated until the earliest of the following:
- we accept the claim and a cash sum is paid in respect of the critical illness;
 - we do not accept the claim and it is declined.

If the claim is declined then you will be required to pay premiums again with the first premium due for payment on the next premium payment date.

Waiver of premium is not applicable to child critical illness cover.

- 10.11 All payments we pay will be in pounds sterling.
- 10.12 When a claim is made, giving false information or keeping relevant information from us, may result in ending the cover and the claim will not be paid.

11 Our right to cancel your policy

11.1 Information provided to us

- 11.1.1 We have the right to cancel your policy if we find out at any time (including, but not limited to, when making an application or when making a claim) that the information given by, or on behalf of a policyholder or the life assured in respect of the questions asked on your application form is not true, not accurate or not complete and you or another person acting on your behalf who gave the information were deliberate or reckless in giving the information to us and that would have affected our decision to provide the cover or the terms of that cover.
- 11.1.2 Where that information was given to us carelessly, if we would not have entered into your policy on any terms if the correct information had been provided to us, then we have the right to cancel your policy. Otherwise, we may

amend your policy to be consistent with what the terms should have been based on the correct information.

11.2 Changes before the start date

- 11.2.1 The provisions of 11.1.1 and 11.1.2 will also apply if we find out at any time that the policyholder or life assured failed to tell us of any changes to the answers to the questions in your application which happened before the start date which would have affected our decision to provide cover or the terms of that cover.
- 11.2.2 We have the right to cancel your policy under Condition 11.1 even if the information or change is not connected to the cause of a claim or a benefit claimed.

11.3 Termination of policy

- 11.3.1 If we have the right to cancel your policy under Condition 11 then no benefit is payable.

12 General

12.1 Assignments

- 12.1.1 You should send any notices of assignment to **Virgin Life Insurance, PO Box 2325, Salisbury SP2 2LF** or as notified by us to you.

12.2 Changed circumstances

- 12.2.1 We reserve the right from time to time by giving you 60 days' notice, so far as it is practicable to do so, to make such changes or additions to these policy conditions as may reasonably be required:
- to reflect any change of law, regulatory requirement or taxation; or
 - because of circumstances outside of our control, which either significantly add to the costs of providing any benefit or of administering the policy, or which would make it impractical to provide any benefit or administer the policy; or
 - to allow us to provide benefits or administer your policy more efficiently; or
 - to change anything which is unclear or incorrect.
- 12.2.2 We reserve the right, from time to time, to make changes or additions to these policy conditions for any administrative or other reason, which may, or may not, have a detrimental effect on you and which are not set out in Condition 12.2.1 above. If you suffer a material detriment as a result of a change or addition to these policy conditions under this Condition 12.2.1, you may notify us and you will be free to cancel your policy. In that case, we will give you a pro-rata refund of any premium you have already paid for the period following the date of cancellation, unless a claim has already been made under your policy.
- 12.2.3 Only we can make any changes to your cover, confirm any changes you have asked for or decide not to enforce any of our rights. Any change to your cover will come into force only when confirmed by us in writing. If we ever decide not to enforce our legal rights, this does not prevent us from enforcing those rights in the future.

12.2.4 We will send any letters to you to the address you last gave. If you change address you must inform us as soon as reasonably possible. Please write to us at **Virgin Life Insurance, PO Box 2325, Salisbury SP2 2LF**.

12.3 Events or circumstances beyond our control

12.3.1 We will not be liable to pay you, or any other person, any compensation for loss caused by events or circumstances beyond our control. This includes loss caused by any delay in carrying out our obligations caused by restrictions imposed on us by law or regulation.

12.4 Proof of age

12.4.1 Before paying any claim we must receive proof that the date of birth of the life assured given in the application is correct.

12.4.2 If we find a life assured was born earlier than the date of birth given, we will adjust the benefits under your policy to those we would have offered had we known their correct age from the start.

12.4.3 If we find a life assured was born later than the date of birth given, we will calculate what the premium would have been had we known the correct age at the start of your policy. We will then refund any overpaid premiums.

12.4.4 If we would not have offered terms, we will cancel your policy from outset and refund any premiums paid without interest.

12.5 Rights of other parties

12.5.1 We and the policyholder are the parties to this contract.

12.5.2 Except where we say otherwise in your policy, we do not intend anyone else to have direct or indirect contractual rights under it.

12.6 Sending instructions to us

12.6.1 You should send any instructions, notifications or requests to **Virgin Life Insurance, PO Box 2325, Salisbury SP2 2LF**. They should be in writing, in English and include any documents, information or agreements we may need.

12.7 The law that applies to your policy

12.7.1 We and you have a free choice about the law that applies to a contract. We propose to choose the law of England and Wales, and, by entering into this contract you agree that the law of England and Wales applies.

13 Decreasing cover

- 13.1 The table below shows the cover that applies in the first month of each policy year under a decreasing cover policy as defined in Condition 2.4.1 with an initial cover of £10,000.
- 13.2 For a policy with an initial cover of more or less than £10,000 we will increase or reduce each cover in the table proportionately.
- 13.3 We calculate the cover in later months of each cover in the same way as those we show in this table. A table showing the cover for every month in every cover is available on request.

Year of assurance	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	9 years	10 years	11 years	12 years	13 years	14 years	15 years	16 years	17 years	18 years	19 years	20 years
	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£
1	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
2		5,238	6,979	7,845	8,362	8,704	8,946	9,126	9,264	9,373	9,460	9,532	9,592	9,643	9,685	9,722	9,753	9,781	9,805	9,825
3			3,656	5,475	6,560	7,278	7,786	8,164	8,454	8,682	8,867	9,018	9,144	9,249	9,339	9,416	9,482	9,539	9,590	9,633
4				2,868	4,578	5,710	6,511	7,106	7,563	7,923	8,214	8,452	8,650	8,817	8,958	9,079	9,184	9,274	9,353	9,422
5					2,398	3,985	5,108	5,942	6,582	7,088	7,496	7,830	8,107	8,341	8,539	8,709	8,855	8,982	9,093	9,190
6						2,087	3,565	4,661	5,504	6,169	6,706	7,145	7,510	7,818	8,078	8,302	8,494	8,661	8,807	8,934
7							1,867	3,253	4,318	5,159	5,836	6,392	6,854	7,242	7,572	7,854	8,097	8,308	8,492	8,653
8								1,704	3,014	4,047	4,880	5,563	6,131	6,609	7,014	7,361	7,660	7,919	8,146	8,344
9									1,579	2,825	3,829	4,652	5,337	5,912	6,401	6,819	7,179	7,492	7,765	8,003
10										1,480	2,672	3,650	4,462	5,146	5,726	6,223	6,651	7,022	7,346	7,629
11											1,400	2,547	3,501	4,303	4,984	5,567	6,069	6,505	6,885	7,217
12												1,334	2,443	3,376	4,168	4,845	5,429	5,936	6,378	6,765
13													1,280	2,356	3,270	4,052	4,726	5,310	5,820	6,266
14														1,234	2,282	3,179	3,952	4,622	5,207	5,718
15															1,195	2,218	3,100	3,865	4,532	5,116
16																1,162	2,164	3,032	3,789	4,453
17																	1,133	2,116	2,973	3,723
18																		1,108	2,075	2,921
19																			1,087	2,039
20																				1,068
21																				
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14 About Friends Life

14.1 Friends Life and Pensions Limited is an incorporated company limited by shares, registered in England and Wales, number 475201. Registered Office – Pixham End, Dorking, Surrey RH4 1QA. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 110414. Friends Life is a registered trademark of the Friends Life group. As part of our commitment to quality service, calls may be monitored and recorded.
www.friendslife.co.uk. Telephone 0845 604 3370*.

Year of assurance	21 years	22 years	23 years	24 years	25 years	26 years	27 years	28 years	29 years	30 years	31 years	32 years	33 years	34 years	35 years	36 years	37 years	38 years	39 years	40 years
	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£
1	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
2	9,844	9,860	9,874	9,887	9,898	9,908	9,917	9,925	9,933	9,939	9,945	9,950	9,955	9,959	9,963	9,967	9,970	9,973	9,975	9,977
3	9,672	9,706	9,736	9,763	9,786	9,808	9,827	9,844	9,859	9,872	9,885	9,896	9,906	9,914	9,923	9,930	9,936	9,942	9,948	9,953
4	9,483	9,536	9,584	9,626	9,663	9,697	9,727	9,753	9,777	9,799	9,818	9,835	9,851	9,865	9,878	9,889	9,900	9,909	9,918	9,925
5	9,275	9,350	9,417	9,476	9,528	9,575	9,617	9,654	9,688	9,718	9,745	9,769	9,791	9,811	9,829	9,845	9,859	9,873	9,884	9,895
6	9,046	9,145	9,232	9,310	9,379	9,441	9,496	9,545	9,589	9,629	9,664	9,696	9,725	9,751	9,775	9,796	9,815	9,832	9,848	9,862
7	8,794	8,919	9,030	9,128	9,215	9,293	9,363	9,425	9,481	9,531	9,576	9,616	9,653	9,686	9,715	9,742	9,766	9,788	9,808	9,826
8	8,518	8,671	8,807	8,928	9,035	9,131	9,217	9,293	9,362	9,423	9,479	9,528	9,573	9,614	9,650	9,683	9,713	9,739	9,764	9,786
9	8,213	8,398	8,562	8,708	8,837	8,953	9,056	9,148	9,231	9,305	9,371	9,431	9,485	9,534	9,578	9,618	9,654	9,686	9,715	9,742
10	7,878	8,098	8,293	8,466	8,619	8,756	8,879	8,988	9,086	9,174	9,254	9,325	9,389	9,447	9,499	9,546	9,589	9,627	9,662	9,693
11	7,510	7,768	7,996	8,199	8,379	8,540	8,684	8,813	8,928	9,031	9,124	9,208	9,283	9,351	9,412	9,467	9,517	9,562	9,603	9,640
12	7,105	7,405	7,670	7,906	8,116	8,303	8,470	8,619	8,753	8,873	8,981	9,079	9,166	9,245	9,316	9,380	9,439	9,491	9,538	9,581
13	6,659	7,005	7,312	7,584	7,826	8,041	8,234	8,407	8,561	8,700	8,825	8,937	9,038	9,129	9,211	9,285	9,352	9,413	9,467	9,517
14	6,168	6,566	6,917	7,229	7,507	7,754	7,975	8,173	8,350	8,509	8,652	8,781	8,897	9,001	9,095	9,180	9,257	9,326	9,389	9,446
15	5,629	6,082	6,483	6,839	7,155	7,438	7,690	7,916	8,118	8,299	8,462	8,609	8,741	8,860	8,968	9,065	9,152	9,232	9,303	9,368
16	5,036	5,550	6,006	6,410	6,769	7,090	7,376	7,633	7,862	8,068	8,254	8,420	8,570	8,706	8,828	8,938	9,037	9,127	9,209	9,282
17	4,383	4,965	5,480	5,938	6,345	6,707	7,031	7,321	7,581	7,815	8,024	8,213	8,382	8,536	8,674	8,798	8,911	9,012	9,105	9,188
18	3,665	4,322	4,903	5,419	5,877	6,287	6,652	6,979	7,272	7,535	7,772	7,984	8,176	8,348	8,504	8,645	8,772	8,886	8,990	9,084
19	2,875	3,614	4,267	4,847	5,363	5,824	6,235	6,602	6,932	7,228	7,494	7,733	7,948	8,142	8,318	8,476	8,618	8,747	8,864	8,970
20	2,007	2,835	3,568	4,219	4,798	5,314	5,775	6,188	6,558	6,890	7,188	7,457	7,698	7,916	8,112	8,290	8,450	8,595	8,726	8,844
21	1,051	1,979	2,799	3,528	4,176	4,754	5,270	5,732	6,147	6,518	6,852	7,152	7,423	7,667	7,887	8,085	8,265	8,427	8,573	8,706
22		1,036	1,954	2,768	3,492	4,138	4,715	5,231	5,694	6,109	6,482	6,818	7,120	7,393	7,639	7,860	8,061	8,242	8,406	8,554
23			1,023	1,932	2,740	3,460	4,104	4,680	5,196	5,659	6,076	6,450	6,787	7,091	7,365	7,613	7,837	8,039	8,221	8,387
24				1,012	1,912	2,715	3,432	4,073	4,648	5,164	5,628	6,045	6,421	6,760	7,065	7,341	7,590	7,815	8,019	8,203
25					1,002	1,895	2,692	3,406	4,046	4,620	5,136	5,600	6,018	6,395	6,735	7,041	7,319	7,569	7,796	8,000
26						992	1,879	2,672	3,383	4,021	4,595	5,110	5,575	5,994	6,371	6,712	7,020	7,298	7,550	7,778
27							984	1,865	2,654	3,363	3,999	4,572	5,087	5,552	5,972	6,350	6,692	7,001	7,280	7,533
28								977	1,852	2,638	3,344	3,979	4,551	5,067	5,532	5,952	6,331	6,673	6,983	7,264
29									970	1,841	2,624	3,327	3,961	4,533	5,048	5,513	5,934	6,313	6,657	6,968
30										964	1,831	2,610	3,312	3,945	4,516	5,031	5,497	5,917	6,298	6,642
31											959	1,822	2,599	3,299	3,931	4,501	5,016	5,481	5,902	6,283
32												954	1,814	2,588	3,287	3,918	4,487	5,002	5,468	5,889
33													950	1,806	2,579	3,276	3,906	4,475	4,990	5,455
34														946	1,800	2,570	3,266	3,895	4,464	4,978
35															943	1,794	2,562	3,257	3,885	4,454
36																939	1,788	2,555	3,249	3,876
37																	937	1,783	2,549	3,241
38																		934	1,779	2,543
39																			932	1,775
40																				930



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