

**SCOTTISH EQUITABLE
BUSINESS PROTECTION
POLICY CONDITIONS
BP8**



**Scottish Equitable
Protect**

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The Policies of Assurance Act 1867

If this Policy is assigned by the Policyholder to any third party, written notice of the date of, the parties to and the effect of the Assignment/ Assignment must be given in duplicate to Scottish Equitable's office at Ballam Road, Lytham St Annes, Lancashire FY8 4JZ or to its Registered Office from time to time.

1. Definitions

In this Policy, unless the context sets out something different:

- (a) words implying the masculine include the feminine, and vice versa;
- (b) words in the singular include the plural, and vice versa;
- (c) where the context allows, words and expressions used in the Policy Schedule shall have the same meaning when used in these Conditions;
- (d) the following terms and expressions have the following meanings:

'The Actuary' shall mean the Appointed Actuary of Scottish Equitable from time to time.

'Benefit Amount' shall mean the Benefit Amount specified in the Policy Schedule as varied either pursuant to any of the following Conditions or otherwise agreed by Scottish Equitable and the Policyholder.

'Benefit End Date' shall be the date or dates, referred to on the Policy Schedule, on which the Life Assured will cease to be covered for the specified benefit.

'Benefit Start Date' shall mean the date or dates on which the Life Assured starts to be covered for a particular benefit.

'Controlling Director' shall have the same meaning assigned to it as that contained in the Income and Corporation Taxes Act 1988, as amended or re-enacted from time to time.

'Critical Illness' shall mean one of the Critical Illnesses as more particularly defined in the Appendix to these conditions.

'Guaranteed Insurability Option' shall mean each of the individual guaranteed insurability options under the Policy that are described in Condition 5(e).

'Health Professional' shall mean a Consultant Physician, Consultant Psychiatrist, Psychologist, Occupational Therapist, Physiotherapist or any other suitably qualified specialist that Scottish Equitable considers to have expertise relevant to the Life Assured's incapacity.

'Index' shall mean the index commonly known as the Retail Prices Index (or, in the event that this index ceases to be published, such other index in the United Kingdom as the Actuary may reasonably and in good faith select for this purpose).

'Irreversible' shall mean a condition which cannot be cured by medical treatment and/or surgical procedures used by the National Health Service in the UK at the time of making a claim. **'Irreversibly'** shall have an equivalent meaning.

'Life Assured' shall mean the Life Assured specified in the Policy Schedule.

'Main Benefit' shall mean any of the main benefits under the Policy that are described in Condition 4.

'Material and Substantial duties' shall mean those duties that are normally required for the performance of the Life Assured's own occupation and cannot be reasonably omitted or modified by the Life Assured or his employer.

'Permanent' shall mean a condition which is expected to last throughout the Life Assured's life, irrespective of when the cover ends or the Life Assured retires. **'Permanently'** shall have an equivalent meaning.

'Policy' shall mean and comprise:

- (i) a Policy Schedule which refers to the Policyholder;
- (ii) these Policy Conditions (the code number of which is referred to on the Schedule); and
- (iii) any endorsement to the Policy Conditions and/or to the Policy Schedule.

'Policyholder' shall mean the policyholder or policyholders named in the Schedule or his or their absolute assignees or, where the Policy is written under trust, the trustees from time to time thereof or their absolute assignees.

'Policy Schedule' shall mean the Policy Schedule issued herewith.

'Policy Start Date' shall mean the date when the contract started and is stated on the Schedule.

'Special Condition' shall mean such Special Condition(s) as stated on the Policy Schedule or otherwise intimated to the Policyholder.

'Terminal Illness' shall be as more particularly defined in the list of Critical Illness Definitions contained in the Appendix to these Conditions.

2. Discretionary Powers

- (a) The provisions of the Policy set out situations where Scottish Equitable has discretionary powers, but do not generally set out the limits, or all the limits, which apply when those powers are used.
- (b) The effect of this Condition is to set out the general approach which Scottish Equitable will take for the powers set out below when exercising those powers under the Policy.
- (c) **Evidence of Health and Other Information**
 - (i) The provision of benefits under the Policy depends on, among other things, Scottish Equitable getting clear and material evidence and information (eg evidence of health of the Life Assured).
 - (ii) Scottish Equitable shall ask for such evidence in good faith and in a reasonable manner. The evidence or information asked for shall not be unreasonably excessive or unreasonably onerous and shall be

consistent with the gathering of information which is material to a fair assessment by Scottish Equitable of the risk presented by the contingency on which any benefits are to be payable and bearing in mind the amount of any benefit that may become payable.

(d) Long-Term Business

The Policy is a policy which is regarded as long-term business. Owing to this long-term nature, it is impossible to foresee all the possible changes in legislation or other law that may occur during the term of the Policy. Where there are any changes or new provisions, and these relate to these Conditions, Scottish Equitable may amend, in good faith, these Conditions to take account of those changes.

The amendment may be made by Scottish Equitable without the consent of any party having a real or contingent right to benefits under the Policy.

3. *Payment of Premiums and Escalation of Benefit Amount*

(a) Premium Payment

Premiums shall be due and payable on the dates specified in the Policy Schedule. Premiums shall be paid by direct debit on an account with a bank approved by Scottish Equitable or otherwise as Scottish Equitable may, from time to time, require or agree to.

(b) Premium Review

- (i) Where it is stated on the Policy Schedule that premiums will be reviewed then Scottish Equitable will, in good faith, based on normal actuarial principles vary the premium payable in respect of the Policy and its underlying benefits to a level that is appropriate to maintain the benefits under the Policy at the same level as prior to the review.
- (ii) Premium reviews, where applicable, will take effect either every anniversary of the Policy Start Date or on the fifth anniversary of the Policy Start Date and every five years thereafter. The Policy Schedule states on what basis premium reviews will apply.

(c) Days of Grace

- (i) Thirty days of grace will be allowed for payment of any premium due hereunder. If the Benefit Amount becomes payable within the days of grace and before payment of the premium, the amount of such premium will be deducted from the Benefit Amount payable.

- (ii) If any premium is not paid within the days of grace the Policy shall lapse.
- (iii) Scottish Equitable may, at its sole discretion, agree to reinstate a Policy that has lapsed subject to such additional terms and conditions that it may apply and to the payment of all outstanding premiums.

(d) Escalation of Benefit Amount (Indexation Option)

- (i) Where the Policy Schedule indicates that the Benefit Amount will escalate, then the Benefit Amount specified in the Policy Schedule shall increase on the first anniversary of the Policy Start Date and on each following anniversary by the percentage increase in the Index for the period of 12 months ending three months prior to the end of the relevant anniversary of the Policy Start Date, subject to a maximum increase of 10% per annum.
- (ii) Where the Benefit Amount escalates in terms of (i) above, the premium will, at the same time, escalate by the same percentage increase as is applied to the Benefit Amount.
- (iii) If, for any reason, the Policyholder waives the application of the provisions of this Condition to escalate the Benefit Amount at any time then, thereafter, these provisions shall not apply unless the Policyholder has made application to recommence and Scottish Equitable has accepted such application in writing after obtaining such financial information from the Policyholder and evidence of good health of the Life Assured as Scottish Equitable may require.

4. *Main Benefits*

This part of the Policy Conditions details all of the available Main Benefits to all policyholders with a Business Protection policy.

The Policyholder will only be covered for such Main Benefits that he has applied for, that Scottish Equitable has accepted him for and where the Benefit is specifically included in the Policy Schedule issued in connection with these Conditions. In the event that a Benefit described in these Conditions is not included in the Policy Schedule then the part of these Policy Conditions relating to that Benefit shall not apply to the Policy or to the Policyholder.

Where a claim is paid in relation to any Main Benefit then no further claim for that Main Benefit will be admitted (except for Key Person Income Protection or Executive Income Protection) and any Additional Benefits and Options (excluding Life Buyback Option) relating to that Main Benefit which have not previously terminated shall terminate immediately on payment of the claim.

(a) **Life Protection**

In the event that the Life Assured, or one of the Lives Assured if more than one, dies prior to the Benefit End Date, or is diagnosed as having a Terminal Illness and where death is expected within 12 months and before the Benefit End Date, then the Benefit Amount will become payable.

(b) **Critical Illness Protection**

In the event that the Life Assured, or one of the Lives Assured if more than one, is, prior to the Benefit End Date, diagnosed as suffering from a Critical Illness and does not die within 14 days following such diagnosis, then the Benefit Amount will become payable.

(c) **Life With Critical Illness Protection**

In the event that the Life Assured, or one of the Lives Assured if more than one, dies or is diagnosed as suffering from a Critical Illness prior to the Benefit End Date, then the Benefit Amount will become payable.

(d) **Business Loan Protection**

(i) In the event that the Life Assured, or one of the Lives Assured if more than one, dies prior to the Benefit End Date, or is diagnosed as having a Terminal Illness and where death is expected within 12 months and before the Benefit End Date, then the Benefit Amount will become payable.

(ii) The Benefit Amount applicable at the Benefit Start Date will reduce annually as described in the Policy Schedule.

(e) **Tailored Business Loan Protection**

(i) In the event that the Life Assured, or one of the Lives Assured if more than one, dies prior to the Benefit End Date, or is diagnosed as having a Terminal Illness and where death is expected within 12 months and before the Benefit End Date, then the Benefit Amount will become payable.

(ii) The Benefit Amount applicable at the Benefit Start Date will vary on the dates and by the amounts stated in the Policy Schedule.

(f) **Income Protection**

(i) (a) *Key Person Income Protection*

In the event that the Company suffers a loss of Profits due to the Incapacity of the Life Assured prior to the Benefit End Date then the Benefit Amount, as stated on the Policy Schedule and as varied in accordance with these Conditions, will become payable to the Company from the end of the Deferred Period. The Benefit Amount is payable on a

calendar month basis in arrears and will cease to be paid on the earlier of the following:

- (1) the Benefit End Date;
- (2) the end of the Payment Period;
- (3) the Life Assured no longer satisfying the definition of Incapacity;
- (4) the date of death of the Life Assured;
- (5) the date the Life Assured's employment with the Company ends;
- (6) the date the Company ceases to trade.

(b) *Executive Income Protection*

In the event that the Life Assured suffers a loss of Income due to becoming Incapacitated prior to the Benefit End Date then the Benefit Amount, as stated on the Policy Schedule and as varied in accordance with these Conditions, will become payable to the Company from the end of the Deferred Period. The Benefit Amount is payable on a calendar month basis in arrears and will cease to be paid on the earlier of:

- (1) the Benefit End Date;
- (2) the date of death of the Life Assured;
- (3) the Life Assured no longer satisfying the definition of Incapacity;
- (4) the Life Assured no longer suffering a loss of Income;
- (5) the date the Life Assured's employment with the Company ends.

(ii) *Definitions*

'**Company**' shall mean the Life Assured's employer at the Benefit Start Date.

'**Deductions**' shall mean the following amounts that are deductible from the Benefit Amount:

- (a) Any continuing income.
- (b) Benefits payable under any other illness, injury or income protection policy (or policies) on the life of Life Assured.
- (c) Pensions or pension benefits payable in the event of illness.
- (d) Waiver of premium benefits payable on the life of the Life Assured under any policy or creditor insurance where the Benefits, at outset, under

such contracts are potentially payable to the Life Assured for more than two years.

In addition, for an Executive, the State Long-Term Incapacity Benefit payable for a single person will be deducted from the Benefit Amount payable.

Any applicable Deductions are assessed at the Benefit Start Date for a Key Person and on the day the Life Assured is Incapacitated in terms of these Conditions for an Executive.

'Deferred Period' shall mean the continuous period of Incapacity as stated on the Policy Schedule as being the Deferred Period, beginning on the day the Life Assured is Incapacitated in terms of these Conditions.

'Incapacity' for the purposes of this Main Benefit (and the term 'Incapacitated' shall have an equivalent meaning) shall mean one of the following three definitions as selected by the Policyholder and specified on the Policy Schedule:

'Own Occupation'. The Life Assured is unable to do the Material and Substantial duties of his own occupation as a result of accident or sickness and is not following any other occupation. Material and Substantial duties are those duties that are normally required for the performance of the Life Assured's own occupation and cannot reasonably be omitted or modified by him or his employer.

'Any Suited Occupation'. The Life Assured is unable to do his own occupation and unable to do all other occupations to which he is reasonably suited by education, training or experience as a result of accident or sickness.

'Activities of Daily Work'. The Life Assured will be deemed to be incapacitated if they are unable to perform three or more of the following criteria or if they satisfy either the Mental Incapacity or Mental Ill-health definitions.

Walking – the ability to walk a distance of 200 metres on a level surface without stopping due to breathlessness, angina or severe discomfort and without the assistance of another person but including the use of appropriate aids, eg walking stick.

Climbing – the ability to walk up and down a flight of 12 stairs with the use of a handrail and taking a rest.

Bending – the ability to get into or out of a standard saloon car, or the ability to bend or kneel to pick up a tea cup (or similar object) from the floor and straighten up

again without the assistance of another person but including the use of appropriate aids.

Communicating – the ability to:

- a) clearly hear (with a hearing aid or other aid if normally used) conversational speech in a quiet room; or
- b) understand simple messages; or
- c) speak with sufficient clarity to be clearly understood

Reading – having eyesight, even after correction by spectacles or contact lenses, sufficient to read a standard daily newspaper or to pass the standard eyesight test for driving. Failure for this activity would include being certified blind or partially sighted by a registered ophthalmologist.

Dexterity – the physical ability to use hands and fingers, such as being able to communicate effectively using a pen, pencil or keyboard.

Responsibility and independence – the ability to independently make arrangements to see a doctor and take regular medication as prescribed by a medical practitioner, or similarly qualified medical doctor.

Financial competence – the ability to recognise the transactional value of money and the handling of routine financial transactions such as paying bills or checking change when shopping.

'Mental Incapacity' is defined as: 'Organic brain disease or brain injury (confirmed by neurological investigation) which has affected the ability of the Life Assured to reason and understand and has caused deterioration to an extent that they can no longer look after themselves without the need for continual supervision and assistance of another person.'

'Mental Ill-health' is defined as: 'Severe Mental Illness Classification ICD-10 Code. To qualify, the Life Assured will be required to be under the supervision of the mental health team Care Programme Approach (CPA) at its highest level (with or without Supervision Register) or equivalent.'

'Executive' means the Life Assured under an Executive Income Protection policy.

'Income' for a Key Person shall mean the Life Assured's average annual gross taxable earnings over the three years before the Benefit Start Date. Taxable earnings can include the following:

- (a) salary;
- (b) bonuses;

- (c) the value of all P11D benefits that the Life Assured will lose in the event of Incapacity;
- (d) commission and overtime which the Life Assured can prove has formed part of his normal remuneration over the three years before Incapacity.

'Income' for an Executive shall mean the Life Assured's average annual gross taxable earnings over the year before Incapacity. Taxable earnings can include the following:

- (a) salary;
- (b) bonuses;
- (c) the value of all P11D benefits that the Life Assured will lose in the event of Incapacity;
- (d) commission and overtime which the Life Assured can prove has formed part of his normal remuneration over the three years before Incapacity.

In addition for an Executive, the following may be included in the calculation of Income where applied for by the Policyholder and accepted by Scottish Equitable:

- (a) Pension Contributions: Annual contributions towards the Life Assured's pension which are made by the Company in the year before Incapacity. The maximum amount of pension contributions that may be included shall be the lower of (i) 30% of the Life Assured's Income or (ii) £30,000.
- (b) National Insurance contributions: Employer National Insurance contributions made by the Company in respect of the Life Assured in the year before Incapacity. The maximum amount of National Insurance contributions that can be included shall be the equivalent of that amount due on the Income of the Life Assured. Employer National Insurance contributions can only be included once but may be applied to more than one Income Protection benefit where the Life Assured has a number of separate Income Protection benefits.

'Key Person' means the Life Assured under a Key Person Income Protection policy.

'Payment Period' for Key Person Income Protection shall mean the maximum period during which the Benefit Amount is paid, as stated on the Policy Schedule.

The Payment Period is a single period applicable to the Policy notwithstanding the number of claims which may be made before the Benefit End Date. Separate periods during which the Benefit Amount is paid will be added together when calculating if the selected Payment Period has expired.

'Profits' for Key Person Income Protection, shall mean the Company's average annual gross profits over the three financial years before the Benefit Start Date which gross profits are attributable to the Life Assured.

(iii) *Limitation of Benefit Amount*

(a) *Key Person Income Protection*

The Benefit Amount payable per annum is calculated as at the Benefit Start Date (but can be increased as a result of the exercise of options under condition 3(d) and/or 5(d)), and will be restricted to the lower of:

- (1) an amount equal to 2.5 x the Life Assured's Income, less any applicable Deductions;
- (2) 75% of the Company's Profits; and
- (3) £250,000.

(b) *Executive Income Protection*

The Benefit Amount payable per annum will be restricted to the lower of:

- (1) an amount equal to 75% of the Life Assured's Income, less any applicable Deductions and less the State Long-Term Incapacity Benefit applicable to a single person; and
- (2) £130,000.

(c) In the event of a claim for Executive Income Protection, where the Life Assured's Income is less than that income figure used to calculate the Benefit Amount at the Benefit Start Date, then the Benefit Amount payable will be reduced to reflect the reduction in Income and to take account of all applicable deductions. In these circumstances the Policyholder will not be entitled to a refund of premiums or any proportion of premiums paid.

(d) For Executive Income Protection, in the event that the Company ceases to trade, the Benefit will, subject to Condition 4(f)(i)(b), continue to be paid direct to the Life Assured and the meaning of 'Income' will be restricted so that it will not include

Pension or National Insurance contributions, and the Benefit Amount payable will be adjusted accordingly.

(iv) *Proportionate Benefit for Executive Income Protection*

In the event that the Life Assured suffers a reduced Income due to becoming Incapacitated prior to the Benefit End Date, and is following an alternative occupation with the Company at a lower Income level, then a proportionate Benefit Amount will become payable to the Company from the end of the Deferred Period, or such later date that the Life Assured first starts to follow an alternative occupation with the Company. The Benefit is payable on a calendar monthly basis in arrears and is calculated according to the following formula:

$$\text{Proportionate Benefit} = \frac{[(\text{Income} - \text{reduced income}) \times \text{Benefit Amount}]}{\text{Income Amount}} - \text{applicable Deductions}$$

The Benefit Amount for the purposes of the above formula, will, for the avoidance of doubt, be subject to the limits in Condition 4(f)(iii).

Proportionate Benefit will cease to be paid on the earliest of the following:

- (a) The Benefit End Date;
- (b) The Life Assured no longer satisfying the definition of Incapacity;
- (c) The Life Assured no longer suffering a reduced income;
- (d) The date of death of the Life Assured;
- (e) The date the Life Assured's employment with the Company ends.

For Proportionate Benefit, the Life Assured must satisfy the definition of Incapacity as selected by the Policyholder and as shown on the Policy Schedule, and must be following an alternative occupation with the Company or have obtained different work with the Company at a lower Income level.

Proportionate Benefit will not be payable in the event that the Activities of Daily Work definition of Incapacity has been selected by the Policyholder and is stated on the Policy Schedule.

Executive Income Protection need not have to had been paid in respect of the Life Assured in order to claim for Proportionate Benefit. Proportionate Benefit will not apply to Key Person Income Protection.

(v) *Rehabilitation Benefit*

(a) *Key Person Income Protection*

In the event that the Company suffers a loss of Profits due to the Incapacity of the Life Assured prior to the Benefit End Date, and the Life Assured returns to work with the Company in a reduced capacity, then a rehabilitation Benefit Amount will become payable to the Company from the end of the Deferred Period, or such later date that the Life Assured returns to work with the Company in a reduced capacity. The Benefit is payable on a calendar month basis in arrears and is calculated according to the following formula:

$$\text{Rehabilitation Benefit} = \frac{[(\text{Profits} - \text{reduced Profits}) \times \text{Benefit Amount}]}{\text{Profits Amount}} - \text{applicable Deductions}$$

The Benefit Amount for the purposes of the above formula, will, for the avoidance of doubt, be subject to the limits in Condition 4(f)(iii).

Rehabilitation Benefit will cease to be paid on the earliest of the following:

- (1) The Benefit End Date;
- (2) The end of the Payment Period;
- (3) The Life Assured no longer satisfying the definition of Incapacity;
- (4) The date of death of the Life Assured;
- (5) The date the Life Assured's employment with the Company ends;
- (6) The date the Company ceases to trade.

For Rehabilitation Benefit the Life Assured must satisfy the definition of Incapacity as selected by the Policyholder and as shown on the Policy Schedule but may have returned to the same occupation with the Company as the Life Assured was carrying out before the Incapacity in a reduced capacity or on different terms which has resulted in reduced Profits.

(b) *Executive Income Protection*

In the event that the Life Assured suffers a loss of Income due to becoming Incapacitated prior to the Benefit End Date, but returns to work with the Company in a reduced capacity, then a Rehabilitation Benefit Amount will become payable to the

Company from the end of the Deferred Period, or such later date that the Life Assured returns to work with the Company in a reduced capacity. The Benefit is payable on a calendar month basis in arrears and is calculated according to the following formula:

$$\text{Rehabilitation Benefit} = \frac{[(\text{Income} - \text{reduced Income}) \times \text{Benefit Amount}] - \text{applicable Deductions}}{\text{Income}}$$

The Benefit Amount for the purposes of the above formula, will, for the avoidance of doubt, be subject to the limits in Condition 4(f)(iii).

Rehabilitation Benefit will cease to be paid on the earliest of the following:

- (1) The Benefit End Date;
- (2) The Life Assured no longer satisfying the definition of Incapacity;
- (3) The Life Assured no longer suffering a loss of Income;
- (4) The date of death of the Life Assured;
- (5) The date the Life Assured's employment with the Company ends.

For Rehabilitation Benefit the Life Assured must satisfy the definition of Incapacity as selected by the Policyholder and as shown on the Policy Schedule but may have returned to the same occupation with the Company as the Life Assured was carrying out before the Incapacity in a reduced capacity or on different terms which has resulted in reduced Income.

(vi) *Career Break Option*

- (a) This option is only available in the event that the Main Benefit, Executive Income Protection is applicable to the Policy and shown on the Policy Schedule.
- (b) In the event that the Life Assured takes a Company career break that he is entitled to in terms of his contract of employment, then the Deferred Period will be 13 weeks or such greater period as stated on the Policy Schedule and the Benefit Amount will be either £1,250 per month, or the Benefit Amount stated on the Policy Schedule, whichever is lower.
- (c) When the option as described in (b) above is exercised, the applicable

definition of 'Incapacity' shall be Activities of Daily Work notwithstanding that definition selected by the Policyholder and specified on the Policy Schedule.

- (d) Scottish Equitable must be informed in writing where this option is to be exercised. Following receipt by Scottish Equitable of written notification for the Policyholder, the premium payable in respect of Income Protection (and Waiver of Premium Benefit) may be reduced in line with the Benefit Amount payable under this Condition.

- (e) Where the Life Assured returns to work within five years of taking a career break, the Benefit Amount, premium and definition of Incapacity may be restored to that applying before the career break without the requirement of further medical underwriting.

- (f) In the event of a re-instatement in terms of section (e) above, where the Policy Schedule indicates that the Indexation Option as described in Condition 3(d) is applicable to the Policy, the Benefit Amount may be set to the level that it would have reached had the Life Assured not taken a career break, subject to the equivalent increase in premiums.

(vii) *Claims in Payment*

All provisions of the Policy shall continue when Income Protection is being paid except where otherwise stated to the contrary.

(viii) *Linked Claims Benefit*

Where there is a recurrence of Incapacity from the same or related condition, it shall be deemed to be a continuation of the Incapacity and no Deferred Period shall be applicable thereto unless an intervening period of six months has elapsed.

(ix) *Notification of Incapacity*

- (a) Income Protection shall not be provided in respect of any period occurring before Scottish Equitable receives written intimation of the claim and evidence, satisfactory to Scottish Equitable, of Incapacity.
- (b) (1) Where the Policyholder wishes to make a claim for Income Protection, Scottish Equitable must be notified as soon as possible and in any event at least in accordance with the following criteria:

Deferred period	Notification period
4 or 8 weeks	by week 2
13 weeks	by week 4
26 weeks	by week 6
52 weeks	by week 12

- (2) In the event that the Policyholder fails to notify Scottish Equitable within the above time limits, the decision on the claim could be affected and/or any Benefit Amount payable may be subject to delay.
- (3) The Policyholder must make notification by telephone on 0845 6000493 or in writing to Scottish Equitable Claims, Ballam Road, Lytham St Annes, Lancs, FY8 4JZ.

(x) *Evidence of Incapacity*

Scottish Equitable shall be entitled to seek and obtain evidence of Incapacity and any other evidence as Scottish Equitable may require from time to time for the purpose hereof and, without prejudice to the foregoing generality, the following provisions shall apply:

- (a) Written evidence of Incapacity and such other evidence as Scottish Equitable may require shall be provided not later than one month after the end of the Deferred Period;
- (b) If entitled to Income Protection, the Policyholder shall submit reports relating to the Incapacity of the Life Assured in a form prescribed by Scottish Equitable at such intervals as Scottish Equitable may reasonably decide and shall submit himself from time to time to medical examination by a medical officer appointed by Scottish Equitable. Where appropriate Scottish Equitable will arrange a specialist assessment or home visit by a medical or health professional relevant to the Life Assured's condition.
- (c) The Policyholder will not be entitled to Income Protection if the Life Assured fails to seek or follow the advice of his Personal Medical Attendant or Consultant.
- (d) All evidence of Incapacity or other evidence as Scottish Equitable may require in terms of this provision shall be produced free of expense to the Policyholder and the Life Assured.

5. Options

When any of the following options are exercised, the premiums for the Main Benefit, to which the option is being applied, will be increased to such a level as Scottish Equitable, based on normal actuarial principles, deems appropriate in order to reflect the extension of the Benefit End Date or increase to the Benefit Amount as applicable.

When an option is exercised by the Policyholder, Scottish Equitable shall retain the right to amend, vary or substitute these Policy Conditions with alternative conditions in order to reflect current terms and conditions available to new policyholders at the time of exercise of the option.

(a) Renewal Option

- (i) Where it is stated on the Policy Schedule that a Renewal Option applies to a particular benefit then, at the Benefit End Date, the Policyholder will have the Option, without giving any further evidence of health of the Life Assured, to extend the term of the Policy in relation to that benefit for a further term of the same duration as originally selected.
- (ii) This option can be exercised on more than one occasion subject to the new Benefit End Date being no later than the 65th birthday of the Life Assured, on whose life the benefit is assured.
- (iii) This option will terminate, in relation to a particular Life Assured that has the benefit of this option, immediately after the last anniversary of the Policy Start Date prior to the 65th birthday of that Life Assured.
- (iv) The Benefit Amount applicable after the exercise of the option will be no more than the Benefit Amount applicable immediately prior to the exercise of the option.
- (v) The Policyholder must notify Scottish Equitable in writing of the intention to exercise this Option at least 14 days prior to the applicable Benefit End Date. Failure to do so will result in the option lapsing and the right to exercise the option will terminate.

(b) Life Buyback Option

In the event that the Policy includes both a Life Buyback Option and Life with Critical Illness Protection (but excluding policies with a Renewal Option for that benefit and policies taken on a guaranteed premium basis), then the Policyholder will have the option to effect Life Protection (which Life Protection will exclude all Guaranteed Insurability Options as described in Condition 5(d) below) after the payment of a successful claim for benefit under Life with Critical Illness Protection as a result of the diagnosis of a Critical Illness or Total and Permanent Disability (if applicable) subject to the following:

- (i) The option can only be exercised in the event that the Life Assured, on whom the claim as described above was made, survives for 12 months after the date on which the benefit was paid to the Policyholder.
- (ii) In the event that the Critical Illness, in respect of which the claim was made, falls within the definition of Terminal Illness then this option cannot be exercised at any time.
- (iii) The Life Protection effected as a result of exercising this option shall not include any right to payment of an accelerated benefit as a result of the Life Assured being diagnosed at any time as suffering from a Terminal Illness. Any references to Terminal Illness contained in Condition 4(a) Life Protection and in the Policy Schedule that is issued in relation to the Life Protection shall be held to be deleted.
- (iv) The Benefit Amount applicable to the Life Protection shall be no more than 100% of the Benefit Amount paid to the Policyholder under Life with Critical Illness Protection.
- (v) The premium for the Life Protection will be at such a rate as Scottish Equitable deems appropriate to the age of the Life Assured and the term of the Life Protection.
- (vi) The Benefit End Date of the Life Protection shall be no later than the Benefit End Date applicable to the Life with Critical Illness Protection for which the claim was made.
- (vii) The Policyholder must apply in writing to Scottish Equitable to exercise this option no later than 30 days after the survival period stated in (i) above otherwise the option shall be held to have lapsed and shall not thereafter be re-instated.
- (viii) The Life Protection resulting from the exercise of this option shall commence on the anniversary of the Life with Critical Illness Protection benefit being paid by Scottish Equitable and premiums will be payable from this date regardless of when the application referred to in (vii) above is made.
- (ix) The Life Protection resulting from the exercise of this option shall be set up on the life or lives of the same Life/Lives Assured as for the Life with Critical Illness Protection. Where there is more than one Life Assured, in the event that the Life Assured, who was not the subject of the Critical Illness claim, dies during the period of 12 months described in (i) above then the Life Protection will be set up on the life of the surviving Life Assured.

(c) Instalment Option

An instalment option is available under this Policy for any of Life Protection, Critical Illness Protection, Life with Critical Illness Protection or Business Loan Protection and Tailored Business Loan Protection where the Benefit Amount is for at least £250,000 at the Benefit Start Date. The Policyholder must, at the Policy Start Date, elect to take the benefit in five equal annual instalments. In the event that there is a successful claim, interest, at a rate to be determined by Scottish Equitable at the time, will be added and the Policyholder or their personal representatives will be liable for paying any income tax that is due on the interest. Where obliged, by law, to do so income tax will be deducted by Scottish Equitable and paid direct to the Inland Revenue. Where there is no such obligation then Scottish Equitable may still make this deduction, at its discretion, and pay direct to the Inland Revenue.

(d) Guaranteed Insurability Options

This option will only apply in the event that the Life Assured has been accepted at ordinary rates. It can only be exercised when the Benefit End Date for the Main Benefit, in respect of which this option is being exercised, is at least one year after the date on which the increase in the Benefit Amount is due to be effective.

The Policyholder shall have the option (unless this option has been excluded, as stated on the Policy Schedule), by application in writing to Scottish Equitable, within six months of the happening of the relevant event described below to increase the Benefit Amount applicable to a Main Benefit subject to the following conditions:

- (i) *Increase in Partner's/ Shareholding Director's Interest or Key Person's Value or Increase in Business Loan*
 - (a) Where the Life Assured is either an equity partner in a partnership, a shareholding director in a company, a key person in a business or when the Policyholder or the Life Assured increases a business loan that it has effected then, subject to the following conditions, this option to increase the Benefit Amount may be exercised.
 - (b) (1) Where the Life Assured is either an equity partner in a partnership or a Shareholding Director in a company then this option may be exercised where, at the time of exercising this option, there has been an increase in the percentage amount of equity, or value of such an interest, that the Life Assured holds in the partnership or company.

- (2) In cases where (1) above applies then, subject to (e) below, the Benefit Amount may be increased by no more than the amount of the increase in capital that the Life Assured has invested in the partnership or company as appropriate.
- (c) (1) Where the Life Assured is a key person in a business then this option may be exercised where, at the time of exercising this option, there has been an increase in the value of the Life Assured to the business based on an increase to the Life Assured's basic salary (ie salary before deduction of income tax and National Insurance contributions but excluding any other taxable benefits that may be payable and any employer contributions to any pension arrangements).
- (2) In cases where (1) above applies then, subject to (e) below, the Benefit Amount may be increased by no more than five times the increase in the basic salary, as described in (1) above, of the Life Assured.
- (d) In cases where either the Policyholder or the Life Assured increases a business loan that it has effected then, subject to (e) below, the Benefit Amount may be increased by no more than the amount of the increase in the business loan.
- (e) This option may be exercised on more than one occasion but the total aggregate increase in the Benefit Amount as a result of exercising this option, and any other Guaranteed Insurability Option, shall be restricted to the lowest of 50% of the Benefit Amount (excluding any part of the Benefit Amount that has arisen from the previous exercise of any Guaranteed Insurability Option) as at the date of receipt by Scottish Equitable of the application to exercise this option, 50% of the Benefit Amount as at the Benefit Start Date as escalated in terms of Condition 3(d) above, if applicable and £250,000 (£10,000 per annum for Income Protection), subject to the maximum Benefit Amounts in condition 4(f)(iii) not being exceeded at any time.
- Where an option is exercised on more than one occasion then the percentage increases in Benefit Amount on each occasion shall be added together. When the combined percentages reach 50% then no further exercise of this option is permitted.
- (f) The Policyholder will be required to produce a declaration from the Life Assured as to his continued good health together with any financial underwriting information that Scottish Equitable may request that is relevant to this option. No increase to the Benefit Amount will be effected unless Scottish Equitable confirms in writing to the Policyholder that the financial information provided together with the declaration of continued good health are satisfactory and that Scottish Equitable is prepared to go on risk for the increased Benefit Amount.
- (ii) *Sole Trader*
- (a) In the case where the Life Assured is a sole trader then this option to increase the Benefit Amount may be exercised in the event that the annual net relevant earnings of the Life Assured have increased or the Life Assured has increased the amount of a business loan.
- (b) In cases where (a) above applies then, subject to (c) below, the Benefit Amount may be increased by no more than either five times the increase in net relevant earnings or the amount of the increase in a business loan as appropriate.
- (c) This option may be exercised on more than one occasion but the total aggregate increase in the Benefit Amount as a result of exercising this option, and any other Guaranteed Insurability Option, shall be restricted to the lowest of 50% of the Benefit Amount (excluding any part of the Benefit Amount that has arisen from the previous exercise of any Guaranteed Insurability Option) as at the date of receipt by Scottish Equitable of the application to exercise this option, 50% of the Benefit Amount as at the Benefit Start Date as escalated in terms of Condition 3(d) above, if applicable and £250,000 (£10,000 per annum for Income Protection), subject to the maximum Benefit Amounts in

condition 4(f)(iii) not being exceeded at any time.

Where an option is exercised on more than one occasion then the percentage increases in Benefit Amount on each occasion shall be added together. When the combined percentages reach 50% then no further exercise of this option is permitted.

- (d) No evidence of the good health of the Life Assured shall be required when exercising this Sole Trader option.
 - (e) The Policyholder will be required to produce relevant financial accounts for the business of the Life Assured or written evidence from the Life Assured's lender and previous lender (if applicable), that is satisfactory to Scottish Equitable, which clearly shows the increase in the business loan of the Life Assured before the increase in the Benefit Amount can be effected.
- (iii) The above Guaranteed Insurability Options will cease to be exercisable by the Policyholder when the Life Assured or, if there is more than one Life Assured, the elder of the Lives Assured has attained the age of 55 years.
 - (iv) Scottish Equitable reserves the right to obtain from the Policyholder, prior to the exercise of the option becoming effective, such evidence as to the residency, occupation, smoking activity and leisure pursuits of the Life Assured as Scottish Equitable deems necessary in order to calculate the additional premium required in relation to the exercise of any of the above Guaranteed Insurability Options.
- (e) **Termination of Options**
- On diagnosis of a Critical Illness or Total and Permanent Disability, in respect of which a claim for a Main Benefit is subsequently paid, the right to exercise any of the options included in this Condition shall terminate immediately on such diagnosis. In respect of a claim for Income Protection which is subsequently paid, the right to exercise any of the options included in this Condition shall terminate on the date of Incapacity; however, the options under this Condition shall be reinstated in the event that the Life Assured ceases to suffer from the Incapacity.

6. Additional Benefits

(a) Total and Permanent Disability Benefit

- (i) Where it is shown on the Policy Schedule that Total and Permanent Disability Benefit

applies to a particular Main Benefit then, in the event that a Life Assured becomes Totally and Permanently Disabled as a result of sickness or accident as defined in the Policy Schedule, provided that that Life Assured survives for six months after the date on which Total and Permanent Disability is confirmed in writing to Scottish Equitable, the Benefit Amount in relation to the Main Benefit will become payable.

For the purposes of this Condition, 'Total and Permanent Disability' (the term 'Totally and Permanently Disabled' shall have an equivalent meaning) shall mean one of the three following definitions as selected by the Policyholder and stated on the Policy Schedule.

'Own Occupation'. The Life Assured must be Permanently and Irreversibly disabled from carrying out the Material and Substantial duties of their occupation and there must be no reasonable prospect of there ever being any improvement sufficient to enable a return to their occupation, despite optimal appropriate medical and rehabilitation intervention. This disability must have already existed for a continuous period of six months.

'Any Occupation'. The Life Assured must be Permanently and Irreversibly disabled from carrying out any occupation and there must be no reasonable prospect of there ever being any improvement sufficient to enable a return to any occupation of any kind at all despite optimal appropriate medical and rehabilitation intervention. This disability must have already existed for a continuous period of six months.

'Activities of Daily Living'. The Life Assured has been unable, by reason of bodily injury or mental or physical illness, to carry out any three of the following five activities of daily living, because of total and permanent disability lasting for a continuous period of six months and is and will continue to be unable to perform any three of these activities without the use of special equipment or the physical assistance of another person throughout the entire activity:

Washing – the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.

Dressing – the ability to put on and take off all garments and/or braces, artificial limbs or other surgical appliances, and to secure and unfasten the garments or devices.

Feeding – the ability to feed oneself once food has been prepared and made available.

Toileting – the ability to use the lavatory or otherwise manage bowel and bladder function so as to maintain a satisfactory level of personal hygiene.

Mobility – the ability to move indoors from room to room on level surfaces.

In addition, each of the above three definitions shall be deemed to include the permanent and irreversible mental impairment, as defined below, of the Life Assured. Permanent and irreversible mental impairment will be determined by clinical evidence and recognised tests of mental capacity and shall mean material deterioration in or loss of mental capacity which results from an identifiable organic cause evidenced by a deterioration in the ability to think, perceive, reason and remember, which results in a requirement for continual care and supervision.

- (ii) In the event that the Life Assured, in respect of whom Total and Permanent Disability Benefit is being claimed, is not in paid employment (including self-employment where regular drawings are being taken) at any time during the term of the Policy or when he reaches age 60 then the definition of Total and Permanent Disability for the purposes of this Condition shall be deemed to be the 'Activities of Daily Living' definition. In the event that the Life Assured recommences paid employment, prior to age 60, then the definition of Total and Permanent Disability will revert to the definition in place prior to the previous change.
- (iii) In the event that the survival period of six months, as described in (i) above, commences within the period of six months prior to the relevant Benefit End Date then Scottish Equitable will make payment of the Benefit Amount, subject to the conditions stated in (i) above, at the end of the survival period and the relevant Benefit End Date will be extended accordingly for that purpose and for no other purpose.
- (iv) Where a claim is paid for Total and Permanent Disability Benefit then no further claim for this Benefit, or the Main Benefit to which it is related, will be admitted.

(b) Waiver of Premium Benefit

- (i) Where it is shown on the Policy Schedule that Waiver of Premium Benefit applies to a particular Main Benefit then the following conditions in respect of Waiver of Premium Benefit shall apply to the Life or Lives Assured stated on the Policy Schedule as having this benefit.

- (ii) In this Condition 6(b) the following terms and expressions shall have the following meanings:

'Benefit Period' shall mean a continuous period of Incapacity of the Life Assured commencing at any time after the Policy Start Date and ending no later than the relevant Benefit End Date but excluding:

- (a) any Deferred Period or part of any Deferred Period; and
- (b) any period of Incapacity after the anniversary of the Policy Start Date that occurs before the 65th birthday of the Life Assured.

'Deferred Period' shall mean the continuous period of Incapacity as stated on the Policy Schedule as being the Deferred Period.

'Incapacity' shall mean (and the term 'Incapacitated' shall have an equivalent meaning) in respect of the Life Assured, one of the following three definitions as selected by the Policyholder and specified on the Policy Schedule:

'Own Occupation'. The Life Assured is unable to do the material and substantial duties of their own occupation as a result of accident or sickness and is not following any other occupation. Material and substantial duties are those duties that are normally required for the performance of the Life Assured's own occupation and cannot reasonably be omitted or modified by them or their employer.

'Any Suited Occupation'. The Life Assured is unable to do their own occupation and unable to do all other occupations to which they are reasonably suited by education, training or experience as a result of accident or sickness.

'Activities of Daily Work'. The Life Assured will be deemed to be incapacitated if they are unable to perform three or more of the following criteria or if they satisfy either the Mental Incapacity or Mental Ill-health definitions.

Walking – the ability to walk a distance of 200 metres on a level surface without stopping due to breathlessness, angina or severe discomfort and without the

assistance of another person but including the use of appropriate aids, eg walking stick.

Climbing – the ability to walk up and down a flight of 12 stairs with the use of a handrail and taking a rest.

Bending – the ability to get into or out of a standard saloon car, or the ability to bend or kneel to pick up a tea cup (or similar object) from the floor and straighten up again without the assistance of another person but including the use of appropriate aids.

Communicating – the ability to:

- a) clearly hear (with a hearing aid or other aid if normally used) conversational speech in a quiet room; or
- b) understand simple messages; or
- c) speak with sufficient clarity to be clearly understood

Reading – having eyesight, even after correction by spectacles or contact lenses, sufficient to read a standard daily newspaper or to pass the standard eyesight test for driving. Failure for this activity would include being certified blind or partially sighted by a registered ophthalmologist.

Dexterity – the physical ability to use hands and fingers, such as being able to communicate effectively using a pen, pencil or keyboard.

Responsibility and independence – the ability to independently make arrangements to see a doctor and take regular medication as prescribed by a medical practitioner, or similarly qualified medical doctor.

Financial competence – the ability to recognise the transactional value of money and the handling of routine financial transactions such as paying bills or checking change when shopping.

‘Mental Incapacity’ is defined as:

‘Organic brain disease or brain injury (confirmed by neurological investigation) which has affected the ability of the Life Assured to reason and understand and has caused deterioration to an extent that they can no longer look after themselves without the need for continual supervision and assistance of another person.’

‘Mental Ill-health’ is defined as:

‘Severe Mental Illness Classification ICD-10 Code. To qualify, the Life Assured will be required to be under the supervision of the mental health team Care Programme Approach (CPA) at its highest level (with or without Supervision Register) or equivalent.’

- (iii) In the event that the Life Assured, in respect of whom Waiver of Premium Benefit is being claimed, is not in paid employment (including self-employment where regular drawings are being taken) at the start of a Benefit Period then the definition of Incapacity for the purposes of this Condition shall be deemed to be the Activities of Daily Work definition.
- (iv) During any Benefit Period all monthly premiums due for payment under the Policy, for Main Benefits and Additional Benefits applicable to the Life Assured that Waiver of Premium Benefit is being claimed for, shall be provided and credited as paid by Scottish Equitable.
- (v)
 - (a) Where premiums are payable annually, one twelfth of the amount of each annual premium shall be provided and credited as paid by Scottish Equitable on the first day of each calendar month during the Benefit Period.
 - (b) When an annual premium falls due during a Benefit Period, the Policyholder may withhold payment of the premium on the due date but will pay, at the end of the Benefit Period, the amount, if any, by which the annual premium or annual premiums due during said Benefit Period exceeds or exceed the aggregate amount so provided by Scottish Equitable during such Benefit Period.
 - (c) Where no annual premium falls due during a Benefit Period (or the sums provided by Scottish Equitable, as aforesaid, exceed the annual premium or premiums falling due) the sums so provided (or such excess if applicable) shall be deducted from the annual premium next due after termination of the Benefit Period.
- (vi) All provisions of the Policy shall continue during any Benefit Period except where otherwise stated to the contrary.
- (vii) Where there is a recurrence of Incapacity from the same or a related cause, it shall be deemed to be a continuation of the Incapacity and no Deferred Period shall be applicable thereto unless an intervening period of six months has elapsed.
- (viii) Waiver of Premium Benefit shall not be provided in respect of any period occurring before Scottish Equitable receives written intimation of the claim and evidence, satisfactory to Scottish Equitable, of Incapacity.

(ix) *Evidence of Incapacity*

Scottish Equitable shall be entitled to seek and obtain evidence of Incapacity and any other evidence as Scottish Equitable may require from time to time for the purpose hereof and, without prejudice to the foregoing generality, the following provisions shall apply:

- (a) Written evidence of Incapacity and such other evidence as Scottish Equitable may require shall be provided not later than one month after the end of the Deferred Period;
- (b) If entitled to Waiver of Premium Benefit, the Policyholder shall submit reports relating to the Incapacity of the Life Assured in a form prescribed by Scottish Equitable at such intervals as Scottish Equitable may reasonably decide and shall submit himself from time to time to medical examination by a medical officer appointed by Scottish Equitable. Where appropriate Scottish Equitable will arrange a specialist assessment or home visit by a medical or health professional relevant to the Life Assured's condition.
- (c) The Policyholder will not be entitled to any Waiver of Premium Benefit hereunder if the Life Assured fails to seek or follow the advice of his Personal Medical Attendant or Consultant;
- (d) All evidence of Incapacity or other evidence as Scottish Equitable may require in terms of this provision shall be produced free of expense to the Policyholder and the Life Assured.

7. Exclusions

(a) General Exclusions

- (i) Scottish Equitable will not pay a claim for any of the following benefits: Critical Illness Protection, Life with Critical Illness Protection and Total and Permanent Disability Benefit – in the event that the Critical Illness, Total and Permanent Disability or Incapacity in respect of which the benefit is being claimed is caused directly or indirectly from any of the following:

Drug abuse: alcohol or solvent abuse, or the taking of drugs except under the direction of a registered medical practitioner;

Failure to follow medical advice:

unreasonable failure to seek or follow medical advice;

War and civil commotion: war, invasion, hostilities (whether war is declared or not), civil war, rebellion, revolution or taking part in a riot or civil commotion.

- (ii) Scottish Equitable will not pay a claim for Waiver of Premium or Key Person Income Protection (which shall include Rehabilitation Benefit), or Executive Income Protection (which shall include Proportionate and Rehabilitation Benefits), in the event that the Incapacity in respect of which the benefit is being claimed is caused directly or indirectly by either of the following:

Drug abuse: (as defined above);

War and civil commotion: (as defined above).

(b) Suicide Exclusion

- (i) Scottish Equitable will not pay a claim for any of the Main Benefits in the event that the Life Assured has died as a result of his own actions (whether or not at the time of such action he was sane or insane) within 12 months of the Policy Start Date or, if later, the date on which a particular benefit starts or the Sum Assured for a particular benefit is increased.
- (ii) This exclusion shall not apply, to the extent of the amount required to redeem the loan, where the Policy is either assigned to or deposited with a lender in security of a loan or where a lender is able to provide to Scottish Equitable evidence that it was a pre-condition of a loan being granted that the Policy be taken out, which Policy would provide sufficient funds to enable the loan to be repaid in the event of the death of the Life Assured during the term of the loan.

(c) HIV and AIDS Exclusions

- (i) (a) No Key Person Income Protection or Executive Income Protection (which shall include Proportionate Benefit and Rehabilitation Benefit), Total and Permanent Disability Benefit or Waiver of Premium Benefit will be payable if the Total and Permanent Disability or Incapacity, as defined in the Policy Schedule and in Conditions 4(f), 6(a) and 6(b), in respect of which the claim is made, is caused directly or indirectly from infection with Human Immuno-deficiency Virus (HIV) or conditions due to any Acquired Immune Deficiency Syndrome (AIDS).

- (b) The exclusion in (a) above will not apply in the event that infection has arisen as a result of one of the following:

(1) *Physical Assault*

Where the Life Assured is the victim of a physical assault involving involuntary contact with either a hypodermic needle or an infected sharp instrument or sexual assault (without consent). The following conditions will apply for this exemption to the above exclusion to apply:

- The incident of physical assault must have taken place in the UK, Channel Islands or Isle of Man following the Policy Start Date.
- The incident must be reported to a UK, Channel Islands or Isle of Man Police Station within five working days of taking place.
- A test showing no HIV or HIV antibodies must be made within five days of the incident.
- A second test showing HIV infection or AIDS must be made within 12 months of the incident.

(2) *Blood Transfusion*

Where the Life Assured is infected with HIV or AIDS and has contracted the infection from a blood transfusion in the UK, Channel Islands or Isle of Man after the Policy Start Date.

(3) *Occupation*

Where the Life Assured contracts the HIV or AIDS infection during the normal course of his duties of any occupation which provides accident and emergency services, medical, dental or nursing services, whether to the general public, armed forces, police force or prison services. The infection must have resulted from contact with an infected person or medical instrument in the UK after the Policy Start Date. The infection must be

reported, investigated and documented according to the relevant notification requirements relating to the particular occupation.

- (ii) No Critical Illness Protection benefit will be payable if the Critical Illness, in respect of which the claim is made, is a Terminal Illness and is caused directly or indirectly from infection with Human Immuno-deficiency Virus (HIV) or conditions due to any Acquired Immune Deficiency Syndrome (AIDS).

(d) **Residency Exclusions**

- (i) A Life Assured will remain covered for any of Critical Illness Protection, Life with Critical Illness Protection, Total and Permanent Disability Benefit, Key Person Income Protection, Executive Income Protection and Waiver of Premium Benefit while he is a permanent resident of either the United Kingdom, the Channel Islands or the Isle of Man.

- (ii) (a) In the event that a Life Assured travels or lives temporarily outside the United Kingdom, the Channel Islands or the Isle of Man for a period exceeding 13 weeks during any 12-month period then cover for the benefits stated in (i) above will be excluded.

- (ii) (b) The exclusion detailed in (ii)(a) above shall not apply to Life with Critical Illness Protection in the event of the death of the Life Assured unless the Policy Schedule states otherwise.

- (iii) The 13-week period stated in (ii) will be extended to 26 weeks during any 12-month period where the Life Assured is travelling within or is living temporarily in any one or more of the following countries:

Andorra, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Iceland, Italy, Liechtenstein, Luxembourg, Monaco, the Netherlands, Norway, Portugal, the Republic of Ireland, San Marino, Spain, Sweden, Switzerland, Turkey, the Vatican City State, the USA, Canada, Australia, New Zealand.

- (iv) On written application by the Policyholder to Scottish Equitable the periods stated in (ii) and (iii) above may, at Scottish Equitable's sole discretion, be extended by such additional period as Scottish Equitable deems appropriate and subject to such additional terms and conditions as Scottish Equitable may require at the time.

8. *Special Circumstances*

If, during the term of the Policy, legislation (including delegated legislation and statutory instruments) or other circumstances make it impractical or impossible to give full effect to these Conditions and the provisions of the Policy or if the basis of taxation applicable to Scottish Equitable is altered, Scottish Equitable may make such alterations to the Policy and the Conditions as the Actuary deems appropriate in the circumstances.

9. *Miscellaneous*

(a) **Notices and Claims**

Scottish Equitable will not be required to accept or act upon any claim under the Policy, request or instruction validly made under these Conditions until it has received at its office at Ballam Road, Lytham St Annes, Lancashire FY8 4JZ or at its Registered Office from time to time, written notification thereof and any documents and information which Scottish Equitable may require.

(b) **Evidence of Critical Illness or Total and Permanent Disability**

Scottish Equitable shall be entitled to seek and obtain evidence of the Critical Illness or Total and Permanent Disability and any other evidence as Scottish Equitable may reasonably require and, without prejudice to the foregoing generality, the following provisions shall apply:

- (i) Written evidence of Critical Illness or Total and Permanent Disability and such other evidence as Scottish Equitable may reasonably require shall be produced not later than one month after written notification of the Critical Illness or Total and Permanent Disability is received by Scottish Equitable.
- (ii) The Policyholder shall submit reports relating to the Critical Illness or Total and Permanent Disability of the Life Assured in a form approved by Scottish Equitable and the Life Assured shall submit himself to a medical examination by a medical officer appointed by Scottish Equitable.
- (iii) All evidence of Critical Illness or Total and Permanent Disability or other evidence as Scottish Equitable may require shall be produced free of expense to the Policyholder and the Life Assured.

(c) **Notification of Occupation prior to Claim**

- (i) This condition shall apply in the event that the Policyholder is at any time covered for any of Critical Illness Protection, Life with Critical Illness Protection, Income Protection, Total and Permanent Disability Benefit and Waiver of Premium Benefit.

- (ii) In the event that the Life Assured changes his occupation, from that disclosed to Scottish Equitable on the application for any of the benefits stated in (i) above, then the Policyholder shall be under an obligation to notify Scottish Equitable, in writing, at the time of making a claim for any of these benefits of the precise details of the occupation that he was carrying out immediately prior to the claim being made for any of these benefits.

- (iii) Scottish Equitable will assess claims for any of the benefits stated in (i) above on the basis of the ability of the Life Assured to carry out the occupation that he was doing immediately prior to the claim being made.

(d) **Agreement of Scottish Equitable**

Where under these Conditions, the agreement, consent or approval of Scottish Equitable is required, such agreement, consent or approval shall not be deemed given unless and until same is confirmed in writing by Scottish Equitable.

(e) **Law and Jurisdiction**

- (i) Every assurance effected with Scottish Equitable by any person described in the Policy evidencing the same as of any place in the United Kingdom shall be deemed to have been effected in that part of the United Kingdom with an insurance company having its domicile and head office there, notwithstanding that it may appear on the face of the policy that the assurance was not in fact effected in that part of the United Kingdom, and in regard to every such assurance and all matters connected therewith Scottish Equitable shall be subject to the jurisdiction of the courts of law in the part of the United Kingdom in which it is deemed to have been effected.
- (ii) Any assurance effected with Scottish Equitable which does not fall within the preceding sub-paragraph (i) shall be governed by the Law of Scotland and the Policyholder and Scottish Equitable shall submit to the non-exclusive jurisdiction of the Scottish courts.

APPENDIX

Critical Illness Definitions

Alzheimer's Disease

Deterioration or loss of intellectual capacity or abnormal behaviour (as evidenced by the clinical state and accepted standardised questionnaires or tests) arising from Alzheimer's Disease or irreversible organic degenerative disorders, excluding neurosis and psychiatric illnesses, resulting in significant reduction in mental and social functioning requiring continuous supervision. The diagnosis must be made by a consultant neurologist holding an appointment at a major hospital in the UK.

Aorta Graft Surgery

Undergoing surgery, including keyhole surgery, for disease of or trauma to the aorta needing excision and surgical replacement of a portion of the diseased or damaged aorta with a graft. For this definition, aorta means the thoracic and abdominal aorta but not its branches.

Aplastic Anaemia

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

- Blood transfusion
- Marrow stimulating agents
- Immunosuppressive agents
- Bone marrow transplant

Bacterial Meningitis

Diagnosis of inflammation of the meninges of the brain, associated with bacterial infection. The disease may take a primary, post-infectious or parainfectious form. The inflammation must result in significant complications lasting at least three months, which include permanent neurological deficit, which must be confirmed by a Consultant Neurologist. Permanent neurological deficit must include at least one of the following: blindness, deafness, speech disorders or hemiplegia.

Benign Brain Tumour

A non-malignant tumour in the brain resulting in permanent deficit to the neurological system. Tumours or lesions in the pituitary gland are not covered.

Blindness

Total, permanent and irreversible loss of all sight in both eyes.

Cancer

Any malignant tumour characterised by the uncontrolled growth and spread of malignant cells and invasion of tissue. The term cancer includes leukaemia and Hodgkin's disease but the following are excluded:

- All tumours which are histologically described as pre-malignant, as non-invasive or as cancer in situ.
- All tumours of the prostate unless histologically classified as having a Gleason score greater than six or having progressed to at least TNM classification T2N0M0.
- All forms of lymphoma in the presence of any Human Immunodeficiency Virus.
- Kaposi's sarcoma in the presence of any Human Immunodeficiency Virus.
- Any skin cancer other than invasive malignant melanoma.

Cardiomyopathy

The unequivocal diagnosis by a Consultant Cardiologist of Cardiomyopathy causing impaired ventricular function and resulting in physical impairments to the degree of class IV of the New York Association Classification of cardiac impairment. Additionally, an ejection fraction of less than 25% should be sustained over at least six months when stabilised on therapy advised by the Consultant. Cardiomyopathy directly related to alcohol or drug misuse is excluded.

Coma

A state of unconsciousness with no reaction to external stimuli or internal needs, persisting continuously with the use of life support systems for a period of at least 96 hours and resulting in permanent neurological deficit.

Coronary Artery Bypass Surgery

The undergoing of open-heart, closed or keyhole surgery on the advice of a Consultant Cardiologist to correct narrowing or blockage of one or more coronary arteries with bypass grafts, but excluding balloon angioplasty, laser relief or any other procedures.

Creutzfeldt-Jakob Disease (CJD)

Deterioration or loss of intellectual capacity or abnormal behaviour (as evidenced by the clinical state and accepted standardised questionnaires or tests) arising from Creutzfeldt-Jakob disease or irreversible organic degenerative disorders, excluding neurosis and psychiatric illnesses, resulting in significant reduction in mental and social functioning requiring continuous supervision. The diagnosis must be made by a Consultant Neurologist holding an appointment at a major hospital in the UK.

Deafness

Total, permanent and irreversible loss of all hearing in both ears.

Dementia

Deterioration or loss of intellectual capacity or abnormal behaviour (as evidenced by the clinical state and accepted standardised questionnaires or tests) arising from Dementia or irreversible organic degenerative disorders, excluding neurosis and psychiatric illnesses, resulting in significant reduction in mental and social functioning requiring continuous supervision. The diagnosis must be made by a Consultant Neurologist holding an appointment at a major hospital in the UK.

Heart Attack

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

- typical chest pain
- new characteristic electrocardiographic changes
- the characteristic rise of enzymes, troponins or other biochemical markers

where all of the above show a definite acute myocardial infarction. Other acute coronary syndromes, including but not limited to angina, are not covered under this definition.

Heart Valve Replacement or Repair

Undergoing open-heart surgery from medical necessity to replace or repair one or more heart valves.

HIV/AIDS as a result of a physical assault

Infection with the Human Immuno-deficiency Virus (HIV) where infection is acquired as a result of a physical assault on the Life Assured in the UK, Channel Islands or Isle of Man involving needlestick injury, injury with a sharp instrument or by mucous membrane exposure to blood or blood-stained body fluid. The incident must be reported to the police within five days of its occurrence. A test showing no HIV or HIV antibodies must be carried out within five days of the incident and this must be followed up by another test within 12 months indicating the presence of infection by HIV or AIDS.

HIV/AIDS for named occupations

Infection by Human Immuno-deficiency Virus (HIV) only if the Life Assured's occupation is in the list opposite and if we are satisfied that the infection was caused by an accidental injury by a sharp instrument or by exposure to blood or blood-stained body fluid, which occurred during the 12 months preceding diagnosis but after the Policy Start Date and that it occurred while the Life Assured was following the normal duties of that occupation. In addition, it shall be a particular condition that the procedures below are followed by the Life Assured after the accident occurs:

- (a) The accident was reported in accordance with the established procedures for such an accident and that any subsequent actions or measures detailed within those procedures were followed. For this

purpose, the definition of 'established procedures' are procedures which have been put in place by an appropriate authority at the location of the accident in question.

- (b) Within five days of the accident, the Life Assured underwent a blood test and this blood test indicated the absence of any HIV or antibodies to such a virus.
- (c) Within 10 days of the accident, the circumstances of the accident were reported in full to Scottish Equitable plc at Ballam Road, Lytham St Annes, Lancashire FY8 4JZ and it was reported that the blood test referred to in (b) above had been undergone.
- (d) A further blood test, within 12 months of the accident, indicated the presence of HIV or of antibodies to such a virus.

In the event that the above procedures are not followed, any claim under this section will be automatically voided.

The list of occupations referred to above comprises:

- hospital doctors, surgeons and consultants
- hospital nurses
- hospital laboratory technicians
- hospital porters
- hospital caterers
- hospital cleaners
- general practitioners and nurses employed by them
- fire brigade workers
- dental surgeons
- dental nurses
- district nurses
- midwives
- paramedics
- ambulance workers
- hospital laundry workers
- policemen and policewoman
- prison officers

HIV/AIDS from blood transfusion

Contraction of any Human Immuno-deficiency Virus (HIV) through blood transfusion received in the UK, Channel Islands or Isle of Man after the Policy Start Date. There must be clear evidence satisfactory to Scottish Equitable's Chief Medical Officer that the virus was acquired in this way.

Kidney Failure

End stage renal failure presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis or renal transplant is initiated.

Liver Failure

End-stage liver failure due to cirrhosis and resulting in all of the following:

- Permanent jaundice
- Ascites
- Encephalopathy

Loss of Limbs

The permanent physical severance of two or more limbs from above the wrist or ankle joint.

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

Motor Neurone Disease

Confirmation by a Consultant Neurologist of a definite diagnosis of Motor Neurone Disease.

Multiple Sclerosis

A definite diagnosis by a Consultant Neurologist of Multiple Sclerosis, which satisfies all of the following criteria:

- There must be current impairment of motor or sensory function, which must have persisted for a continuous period of at least six months.
- The diagnosis must be confirmed by diagnostic techniques current at the time of the claim.

Paralysis/Paraplegia

Total irreversible loss of muscle function or sensation to the whole of any two limbs as a result of injury or disease. The disability must be permanent and supported by appropriate neurological evidence.

Parkinson's Disease

Confirmation by a Consultant Neurologist of a definite diagnosis of Parkinson's Disease.

Progressive Supra Nuclear Palsy

Confirmation by a Consultant Neurologist of a definite diagnosis of Progressive Supra Nuclear Palsy.

Stroke

A cerebrovascular incident resulting in permanent neurological damage. Transient Ischaemic Attacks are specifically excluded.

Terminal Illness

Critical Illness Benefit will be paid if the Life Assured is suffering from an illness, where, in the opinion of an attending Consultant and Scottish Equitable's Chief Medical Officer, death is expected within 12 months and before the Benefit End Date.

Third-Degree Burns

Third-degree burns covering at least 20% of the body surface area.



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