



For customers | Personal Protection

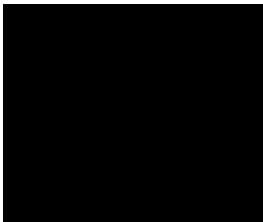
# Your policy conditions

# Introduction

The Policy Schedule issued along with and referring to this booklet of policy conditions ('Policy Conditions'), the Policy Conditions and subsequent endorsements which are executed by Aegon Scottish Equitable, constitutes a Contract of Assurance between Scottish Equitable plc ('Aegon Scottish Equitable') and the Policyholder(s) specified in the Policy Schedule and is based on the Application made to Aegon Scottish Equitable by the Policyholder(s) and the acceptance of that Application. Aegon Scottish Equitable will in respect of the Policy pay the benefits provided by the Policy in accordance with the following Policy Conditions.

**The code number for this booklet of Policy Conditions is 'IP13'.**

Executed on behalf of Aegon Scottish Equitable on the Date of Execution shown in the Policy Schedule.



Director, Scottish Equitable plc

## 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 Aegon Scottish Equitable's office at Ballam Road, Lytham St Annes, Lancashire FY8 4TR or to its Registered Office from time to time.

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## 1. Definitions

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

- 1.1. words implying the masculine include the feminine, and vice versa;
- 1.2. words in the singular include the plural, and vice versa;
- 1.3. where the context allows, words and expressions used in the Policy Schedule shall have the same meaning when used in these Policy Conditions;
- 1.4. the following terms and expressions have the following meanings:

**Application** shall mean the form whether completed on paper or by electronic means on which the original Policyholder applied for the Policy and for benefits under the Policy.

**Additional Benefit** shall mean any of the Additional Benefits under the Policy that are described in Condition 6.

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

**Benefit End Date** shall be the date or dates, referred to in 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.

**Chief Medical Officer** shall mean the Chief Medical Officer appointed by Aegon Scottish Equitable from time to time.

**Children's Critical Illness Protection** shall be as detailed in Condition 6.2.

**Civil Partnership** shall mean a partnership that exists under or by virtue of the Civil Partnership Act 2004, as amended or re-enacted from time to time.

**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 Policy Conditions.

**Critical Illness Family Income Benefit** shall be as described in Condition 4.5.

**Critical Illness Protection** shall be as described in Condition 4.2.

**Designated Countries** shall mean all and any of the following: the European Union member states (excluding the United Kingdom), Andorra, Australia, Canada, Gibraltar, Iceland, Liechtenstein, Monaco, New Zealand, Norway, San Marino, Switzerland, Turkey, the Vatican City State and the United States of America.

**Family Income Benefit** shall be as described in Condition 4.4.

**Gift Inter Vivos Benefit** shall be as described in Condition 4.7.

**Guaranteed Insurability Option** shall mean each of the individual guaranteed insurability options under the Policy that are described in Condition 5.3.

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

**Home Countries** shall mean the United Kingdom, the Channel Islands and the Isle of Man.

**Income Protection** shall be as described in Condition 4.11.

**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 Aegon Scottish Equitable may reasonably and in good faith select for this purpose).

**Inheritance Tax** shall be as described in Inheritance Tax Legislation.

**Inheritance Tax Legislation** shall mean the United Kingdom Inheritance Tax Act 1984 as amended or re-enacted including any regulations made under this legislation.

**Irreversible** shall mean a condition which 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 making a claim. Irreversibly shall have an equivalent meaning.

**Legislation Option** shall be as described in Condition 5.2.

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

**Life Protection** shall be as described in Condition 4.1.

**Life with Critical Illness Family Income Benefit** shall be as described in Condition 4.6.

**Life with Critical Illness Protection** shall be as described in Condition 4.3.

**Main Benefit** shall mean any of the Main Benefits under the Policy that are described in Condition 4.

**Mastectomy for Carcinoma in Situ Benefit** shall be as described in Condition 6.3.

**Material and Substantial Duties** shall mean those that are normally required for, and/or form a significant and integral part of, the performance of the occupation that cannot reasonably be omitted or modified.

**Occupation** shall mean a trade, profession or type of work undertaken for profit or pay. It is not a specific job with any particular employer and is independent of location and availability.

**Permanent** shall mean a condition that is expected to last throughout life with no prospect of improvement, irrespective of when the cover ends or the Life Assured expects to retire. Permanently shall have an equivalent meaning.

**Permanent neurological deficit with persisting clinical symptoms** shall mean symptoms of dysfunction in the nervous system that are present on clinical examination and expected to last throughout the Life Assured's life.

Symptoms that are covered include numbness, hyperaesthesia (increased sensitivity), paralysis, localised weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty in swallowing), visual impairment, difficulty in walking, lack of coordination, tremor, seizures, lethargy, dementia, delirium and coma.

The following are not covered:

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

**Policy** shall mean and comprise:

- (a) a Policy Schedule which refers to the Policyholder;
- (b) these Policy Conditions (the code number of which is referred to in the Policy Schedule); and
- (c) any endorsement to the Policy Conditions and/or to the Policy Schedule.

**Policyholder** shall mean the Policyholder or Policyholders named in the Policy 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 in the Policy Schedule.

**Proportionate Benefit** shall be as described in Condition 4.11.5.

**Reducing Critical Illness Protection** shall be as described in Condition 4.9.

**Reducing Life with Critical Illness Protection** shall be as described in Condition 4.10.

**Reducing Life Protection** shall be as described in Condition 4.8.

**Rehabilitation Benefit** shall be as described in Condition 4.11.6.

**Renewal Option** shall be as described in Condition 5.1.

**Special Condition** shall mean such Special Condition(s) as stated in 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 Policy Conditions.

**Total Permanent Disability Benefit** shall be as described in Condition 6.1.

**Waiver of Premium Benefit** shall be as described in Condition 6.4.

## 2. Discretionary Powers

2.1. The provisions of the Policy set out situations where Aegon Scottish Equitable has discretionary powers, but do not generally set out the limits, or all the limits, that apply when those powers are used.

2.2. The effect of this condition is to set out the general approach that Aegon Scottish Equitable will take for the powers set out below when exercising those powers under the Policy.

### 2.3. Evidence of Health and Other Information

2.3.1. The provision of benefits under the Policy depends on, among other things, Aegon Scottish Equitable receiving clear and material evidence and information such as evidence of health, age and occupation of the Life Assured.

2.3.2. Aegon 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 Aegon 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.

### 2.4. Long-Term Business

The Policy is a policy that 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 the Policy, Aegon Scottish Equitable may amend, in good faith, the Policy to take account of those changes. The amendment may be made by Aegon Scottish Equitable without the consent of either the Policyholder or any party having a real or contingent right to benefits under the Policy.

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

#### **3.1. 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 Aegon Scottish Equitable or otherwise as Aegon Scottish Equitable may, from time to time, require or agree to.

#### **3.2. Premium Review**

**3.2.1.** A premium review shall be carried out by Aegon Scottish Equitable where this is stated in the Policy Schedule. The review shall be done in a fair and reasonable manner.

**3.2.2.** At the Benefit Start Date the premium rates are calculated taking the following factors into account:

- (a) the number of claims Aegon Scottish Equitable expects to pay;
- (b) the number of benefits Aegon Scottish Equitable expects to stop before the end of their term;
- (c) the level of inflation;
- (d) the amount of tax Aegon Scottish Equitable expect to pay and how HM Revenue & Customs would ask Aegon Scottish Equitable to calculate this;
- (e) the level of interest rates;
- (f) the amount of investment income Aegon Scottish Equitable expect to receive on premiums received;
- (g) the amount of money Aegon Scottish Equitable requires to set aside in order to meet claims as they fall due; and
- (h) the amount of money HM Government requires Aegon Scottish Equitable to set aside in order to be meet claims as they fall due.

**3.2.3.** In the event that any factors in Condition **3.2.2** have changed due to any of the following reasons then Aegon Scottish Equitable may vary the premium:

- a) medical advances which affect Aegon Scottish Equitable's view on the expected number and timing of future claims;

- b) events outside Aegon Scottish Equitable's control which may affect the expected number and timing of future claims, for example a global epidemic;
- c) new data, either from Aegon Scottish Equitable's own experience or from external sources, which indicates that the level of historic claims has changed from the last time such data was published and therefore affects Aegon Scottish Equitable's view of the expected number of future claims;
- d) changes to the tax regime that may favour one type of policy over another. This will affect the number of benefits Aegon Scottish Equitable expects will stop before the end of their benefit term;
- e) new data, either from Aegon Scottish Equitable's own experience or from external sources, which indicates that the level of benefits stopping before the end of the benefit term has changed from the last time such data was available and therefore affects Aegon Scottish Equitable's view of the expected number of benefits stopping before the end of the benefit term in the future;
- f) changes in inflation from the levels assumed when premiums were calculated. This affects the cost of administering the Policy;
- g) changes in the tax regime for insurers; and
- h) changes in the way that HM Government wants Aegon Scottish Equitable to calculate the amount of money Aegon Scottish Equitable has to set aside in order to ensure that claims can be met as they fall due.

**3.2.4.** The reviewed premium is calculated by considering all of the policies sold on the set of premium rates that are being reviewed. These are split into groups that have similar characteristics in line with the way the original premium rates were calculated such as smokers and non-smokers. Personal circumstances such as changes in health are not taken into account when the reviewed premium is calculated.

Aegon Scottish Equitable will also take into consideration the profit that it expects to make from each group of policies from the review date based on the factors described in Condition **3.2.2**. The premiums are recalculated taking into account any changes in the factors due to a valid reason for the

change as described in Condition **3.2.3**. The new premiums will be set at a level to ensure Aegon Scottish Equitable will not make any more profit than was originally expected.

- 3.2.5.** The Policyholder shall be notified of the results of the premium review two months before the relevant anniversary. In the event that the premium is due to increase then the Policyholder may:

- (a) pay the increased premium and retain the same Benefit Amount; or
- (b) pay the same premium but reduce the Benefit Amount; or
- (c) terminate the benefit.

Aegon Scottish Equitable shall require to be informed of the Policyholder's decision 14 days before the anniversary of the Benefit Start Date. In the event that Aegon Scottish Equitable is not informed of the Policyholder's decision regarding the reviewed premium then the Benefit Amount will remain unchanged and the reviewed premium, calculated as described in Condition **3.2.4** will be payable.

In the event that the premium is due to reduce, this reduction shall be limited so that the new premium to be paid shall be no less than the minimum premium which was available generally to Aegon Scottish Equitable policyholders at the Benefit Start Date in respect of benefits of the same class of business as the Policy.

- 3.2.6.** Premium reviews, where applicable, will take effect on the fifth anniversary of each Benefit Start Date and thereafter every five years.

### **3.3. Days of Grace**

- 3.3.1.** 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.

- 3.3.2.** If any premium is not paid within the days of grace the Policy shall lapse.

- 3.3.3.** Aegon Scottish Equitable may, at its sole discretion, agree to reinstate a Policy that has lapsed subject to such terms and conditions that it may apply in addition to or in variation of these Policy Conditions and to the payment of all outstanding premiums.

- 3.3.4.** In order that Aegon Scottish Equitable may assess whether or not to agree to reinstate a Policy, in terms of Condition **3.3.3** it will require the Policyholder to provide such information as it may request. This

information may include, but shall not be limited to, evidence of health, employment details and leisure pursuits of the Life Assured. Aegon Scottish Equitable will inform the Policyholder of the actual information required by it after receipt of the request for reinstatement.

### **3.4. Escalation of Benefit Amount (Indexation Option)**

- 3.4.1.** Where the Policy Schedule states that the Benefit Amount will escalate, then the Benefit Amount specified in the Policy Schedule shall increase on the first anniversary of the Benefit 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 Benefit Start Date, subject to a maximum increase of 10% per annum.

- 3.4.2.** Where Income Protection is shown in the Policy Schedule as having been selected as a Main Benefit, and where the Policy Schedule states that the Benefit Amount for Income Protection will escalate, then during any period in which the Income Protection Main Benefit is in payment terms of Condition **4.11** the Benefit Amount for Income Protection will continue to escalate in terms of Condition **3.4.1**.

- 3.4.3.** Where the Benefit Amount escalates in terms of Condition **3.4.1** the premium will, at the same time, escalate by the same percentage increase as is applied to the Benefit Amount.

- 3.4.4.** If, at any time, the Policyholder requests and Aegon Scottish Equitable agrees to remove the right under this condition to escalate the Benefit Amount then, thereafter, these provisions shall not apply unless the Policyholder has made application to recommence and Aegon 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 Aegon Scottish Equitable may require.

## **4. Main Benefits**

This part of the Policy Conditions details the Main Benefits available to all Aegon Scottish Equitable policyholders with a personal protection policy. The Policyholder will only be covered for such Main Benefits that he has applied for, that Aegon Scottish Equitable has accepted him for and where the Main Benefit is specifically included in the Policy Schedule issued in connection with these Policy Conditions. In the event that a Main Benefit described in these Policy

Conditions is not included in the Policy Schedule when the part of these Policy Conditions relating to that Main 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 Income Protection) and any Additional Benefits and option relating to that Main Benefit that have not previously terminated shall terminate immediately on payment of the claim.

#### **4.1. Life Protection**

**4.1.1.** In the event that the Life Assured dies prior to the Benefit End Date or, subject to Condition **4.1.3**, is diagnosed as having a Terminal Illness and where diagnosis is made at least one year before the Benefit End Date, then the Benefit Amount will become payable.

**4.1.2.** For the purposes of this condition, in the event that there is more than one Life Assured, from time to time, then the Benefit Amount will be payable either (a) on the first death, or diagnosis of a Terminal Illness where diagnosis is made at least one year before the Benefit End Date, of the Lives Assured or (b) on the second death of the Lives Assured, or diagnosis of a Terminal Illness in respect of the surviving Life Assured where diagnosis is made at least one year before the Benefit End Date. The basis of the cover will be as applied for and accepted by Aegon Scottish Equitable and as shown in the Policy Schedule.

**4.1.3.** Aegon Scottish Equitable will not pay the Benefit Amount in respect of any claim based on the Terminal Illness of the Life Assured where written notification of the Terminal Illness is not received by Aegon Scottish Equitable prior to either the date of death of the Life Assured in respect of whom the claim relates or the Benefit End Date, whichever is earlier.

#### **4.2. 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.

#### **4.3. Life with Critical Illness Protection**

**4.3.1.** In the event that the Life Assured, or one of the Lives Assured if more than one, dies or, subject to Condition **4.3.2**, is diagnosed as suffering from a Critical Illness prior to the Benefit End Date then the Benefit Amount will become payable.

**4.3.2.** Aegon Scottish Equitable will not pay the Benefit Amount in respect of any claim based on the Critical Illness of the Life Assured where written notification of the Critical Illness is not received by Aegon Scottish Equitable prior to the date of death of the Life Assured in respect of whom the claim relates except where death occurs after the Benefit End Date.

#### **4.4. Family Income Benefit**

**4.4.1.** 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, subject to Condition **4.4.3**, is diagnosed as having a Terminal Illness and where diagnosis is made at least one year before the Benefit End Date, then the Benefit Amount will become payable as described in the Policy Schedule.

**4.4.2.** In the event that the Benefit Amount becomes payable in terms of Condition **4.4.1** then, on request in writing to Aegon Scottish Equitable by the person having title to the Policy, Aegon Scottish Equitable may, at its sole discretion, allow the monthly payments of the Benefit Amount to be commuted to a lump sum payment which will be lower than the total of the monthly payments.

**4.4.3.** Aegon Scottish Equitable will not pay the Benefit Amount in respect of any claim based on the Terminal Illness of the Life Assured where written notification of the Terminal Illness is not received by Aegon Scottish Equitable prior to either the date of death of the Life Assured in respect of whom the claim relates or the Benefit End Date, whichever is earlier.

#### **4.5. Critical Illness Family Income Benefit**

**4.5.1.** 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 shall become payable as described in the Policy Schedule.

**4.5.2.** In the event that the Benefit Amount becomes payable in terms of Condition **4.5.1** then, on request in writing to Aegon Scottish Equitable by the person having title to the Policy, Aegon Scottish Equitable may, at its sole discretion, allow the monthly payments of the Benefit Amount to be commuted to a lump sum payment which sum will be lower than the total of the monthly payments.



#### **4.6. Life with Critical Illness Family Income Benefit**

- 4.6.1.** In the event that the Life Assured, or one of the Lives Assured if more than one, dies or, subject to Condition **4.6.3**, is diagnosed as suffering from a Critical Illness prior to the Benefit End Date, then the Benefit Amount will become payable as described in the Policy Schedule.
- 4.6.2.** In the event that the Benefit Amount becomes payable in term of Condition **4.6.1** then, on request in writing to Aegon Scottish Equitable by the person having title to the Policy, Aegon Scottish Equitable may, at its sole discretion, allow the monthly payments of the Benefit Amount to be commuted to a lump sum payment which sum will be lower than the total of the monthly payments.
- 4.6.3.** Aegon Scottish Equitable will not pay the Benefit Amount in respect of any claim based on the Critical Illness of the Life Assured where written notification of the Critical Illness is not received by Aegon Scottish Equitable prior to the date of death of the Life Assured in respect of whom the claim relates except where death occurs after the Benefit End Date.

#### **4.7. Gift Inter Vivos Benefit**

- 4.7.1.** In the event that the Life Assured dies prior to the Benefit End Date then the Benefit Amount will become payable.
- 4.7.2.** On the third anniversary of the Benefit Start Date, the Benefit Amount will reduce to 80% of the Benefit Amount at the Benefit Start Date and on the three subsequent anniversaries the Benefit Amount will reduce to 60%, 40% and 20%, respectively, of the Benefit Amount at the Benefit Start Date.

#### **4.8. Reducing Life Protection**

- 4.8.1.** 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, subject to Condition **4.8.4**, is diagnosed as having a Terminal Illness and where diagnosis is made at least one year before the Benefit End Date, then the Benefit Amount will become payable.
- 4.8.2.** The Benefit Amount, as at the Benefit Start Date, will reduce each month in line with the reduction in the notional outstanding capital balance on a notional mortgage as if the Benefit Amount, from time to time, is the capital sum outstanding under a capital and interest mortgage where the rate of interest to be charged is 10% per annum compound throughout the term of the notional mortgage.

**4.8.3.** Aegon Scottish Equitable shall, on request by the Policyholder, confirm the actual Benefit Amount applicable from time to time.

**4.8.4.** Aegon Scottish Equitable will not pay the Benefit Amount in respect of any claim based on the Terminal Illness of the Life Assured where written notification of the Terminal Illness is not received by Aegon Scottish Equitable prior to either the date of death of the Life Assured in respect of whom the claim relates or the Benefit End Date, whichever is earlier.

#### **4.9. Reducing Critical Illness Protection**

- 4.9.1.** 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.
- 4.9.2.** The Benefit Amount as at the Benefit Start Date will reduce each month in line with the reduction in the notional outstanding capital balance on a notional mortgage as if the Benefit Amount, from time to time, is the capital sum outstanding under a capital and interest mortgage where the rate of interest to be charged is 10% per annum compound throughout the term of the notional mortgage.
- 4.9.3.** Aegon Scottish Equitable shall, on request by the Policyholder, confirm the actual Benefit Amount applicable from time to time.

#### **4.10. Reducing Life with Critical Illness Protection**

- 4.10.1.** In the event that the Life Assured, or one of the Lives Assured if more than one, dies or, subject to Condition **4.10.4**, is diagnosed as suffering from a Critical Illness prior to the Benefit End Date, then the Benefit Amount will become payable.
- 4.10.2.** The Benefit Amount as at the Benefit Start Date will reduce each month in line with the reduction in the notional outstanding capital balance on a notional mortgage as if the Benefit Amount, from time to time, is the capital sum outstanding under a capital and interest mortgage where the rate of interest to be charged is 10% per annum compound throughout the term of the notional mortgage.
- 4.10.3.** Aegon Scottish Equitable shall, on request by the Policyholder, confirm the actual Benefit Amount applicable from time to time.
- 4.10.4.** Aegon Scottish Equitable will not pay the Benefit Amount in respect of any claim based on the Critical Illness of the Life Assured where written notification of the Critical



Illness is not received by Aegon Scottish Equitable prior to the date of death of the Life Assured in respect of whom the claim relates except where death occurs after the Benefit End Date.

#### 4.11. Income Protection

**4.11.1.** In the event that the Life Assured suffers a loss of Income due to becoming Incapacitated prior to the Benefit End Date then the benefits, as stated in Condition **4.11.3**, will become payable from the end of the Deferred Period. The benefits, as stated in Condition **4.11.3**, are payable on a calendar month basis in arrears from the end of the Deferred Period and will cease to be payable on the earliest of:

- (a) the Benefit End Date;
- (b) the date of death of the Life Assured;
- (c) the date the Life Assured no longer satisfies the definition of Incapacity; and
- (d) the Life Assured no longer suffering a loss of Income.

#### 4.11.2. Definitions

In this condition the following terms and expressions shall have the following meanings:

**Deductions** shall mean all and any of the following:

- (a) Any Income that continues to be payable to the Life Assured during his period of Incapacity.
- (b) Benefits payable under any other income protection or ill health/accident type policy (or policies) on the life of the Life Assured.
- (c) Pensions or pension benefits payable from a regulated pension scheme unless this benefit was in payment at the Benefit Start Date.
- (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 for more than two years.

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

**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 activities 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 teacup (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 activity 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.

**Income**, for the employed, means gross taxable earnings in the 12 months before Incapacity. Taxable earnings can include annual salary, bonuses, commission which is part of the Life Assured's normal remuneration, the value of all P11D benefits and the Life Assured will lose in the event of Incapacity and overtime payments that the Life Assured can prove have formed part of their regular remuneration over the 12 months before Incapacity.

**Income**, for the self-employed, means the net trading profit from their occupation as reported by HM Revenue & Customs on their self-assessment tax return averaged over the three years before Incapacity.

**Income**, for a company director of their own business, who is also a shareholder, means the salary received and dividends received from profit generated after deduction of corporation tax in the 12 months before Incapacity.

**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** as 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'.

#### 4.11.3. Benefits Payable

- (a) The benefit payable per annum, in terms of Condition **4.11.1**, will be the lowest of:

- (i) the Benefit Amount stated in the Policy Schedule; and
- (ii) an amount equal to 55% of the Life Assured's Income, less any applicable Deductions; and
- (iii) £130,000.

Regardless of the above, where the Life Assured is a houseperson or is not in paid employment the benefit payable will be restricted to the lower of £1,250 per month less any applicable Deductions and the Benefit Amount as stated in the Policy Schedule less any applicable Deductions. State benefits will not be deducted from the benefit payable.

- (b) In the event that the Life Assured has two (or more) occupations, Income from both (or all) can be taken into account for the purposes of calculating the benefit payable.
- (c) In the event that the benefit payable in terms of Condition **4.11.3(a)** is less than the Benefit Amount in the Policy Schedule then the Policyholder will not be entitled to a refund of premiums or any proportion of premiums paid.

#### 4.11.4. Unemployed/Houseperson's Benefit

In the event that the Life Assured, in respect of whom Income Protection benefit is being claimed, is not in paid employment (or their declared occupation, as stated in the Policy Schedule, is that of a houseperson) immediately prior to becoming Incapacitated then the Deferred Period will be a minimum of 13 weeks or such greater period as stated in the Policy Schedule, and the Incapacity definition applicable will be 'Activities of Daily Work' notwithstanding the definition stated in the Policy Schedule. In such cases the benefit payable will be subject to the limitation described in Condition **4.11.3(a)**.

#### 4.11.5. Proportionate Benefit

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 at a lower Income level, then Proportionate Benefit will become payable from the end of the Deferred Period, or such later date that the Life Assured first starts to follow an alternative occupation. Proportionate Benefit is payable on a calendar month basis in arrears and is calculated according to the following formula:

$$\text{Proportionate Benefit} = \left( \frac{A - B}{A} \times C \right)$$

**A** = Income

**B** = reduced Income

**C** = benefit payable

The benefit payable for the purpose of the above formula, will, for the avoidance of doubt, be as calculated in terms of Condition **4.11.3(a)**, Proportionate Benefit will cease to be paid on the earliest of the following:

- (a) the Benefit End Date;
- (b) the date of death of the Life Assured;
- (c) the date the Life Assured is capable of performing either:
  - (i) their Own Occupation; or
  - (ii) Any Suited Occupation; depending on the appropriate definition of Incapacity stated in the Policy Schedule. In the event that the Life Assured is able to satisfy the definition of Incapacity due to any other factors including, but not limited to, maternity leave or a career break then Proportionate Benefit shall not be payable; and
- (d) the Life Assured no longer suffering a reduced Income.

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

Proportionate Benefit will not be payable in the event that the 'Activities of Daily Work' definition of Incapacity is stated in the Policy Schedule. Income Protection benefits need not have been paid in respect of the Life Assured in order to claim for Proportionate Benefit.

#### 4.11.6. Rehabilitation Benefit

In the event that the Life Assured suffers a reduced Income due to becoming Incapacitated prior to the Benefit End Date, but returns to work in a reduced capacity, then Rehabilitation Benefit will become payable from the end of the Deferred Period, or such later date that the Life Assured returns to work in a reduced capacity. Rehabilitation Benefit is payable on a calendar month basis in arrears and is calculated according to the following formula:

$$\text{Rehabilitation Benefit} = \left( \frac{A - B}{A} \times C \right)$$

**A** = Income

**B** = reduced Income

**C** = benefit payable

The benefit payable for the purpose of the above formula will, for the avoidance of doubt, be as calculated in terms of Conditions **4.11.3(a)**.

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

- (a) the Benefit End Date;
- (b) the date of death of the Life Assured;
- (c) the date the Life Assured is capable of performing either:
  - (i) their Own Occupation, or
  - (ii) Any Suited Occupation; depending on the appropriate definition of Incapacity stated in the Policy Schedule. In the event that the Life Assured is able to satisfy the definition of Incapacity due to any other factors including, but not limited to, maternity leave or a career break then Rehabilitation Benefit shall not be payable; and
- (d) the Life Assured no longer suffering a reduced Income.

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

#### 4.11.7. Career Break Option

- (a) In the event that the Life Assured takes a career break from their employment that they are entitled to in terms of their contract of employment then, during the career break, the Deferred Period will be either 13 weeks or the Deferred Period as stated in the Policy Schedule, whichever is longer. During the career break any benefit that is payable will be the lower of £1,250 per month less any applicable Deductions or the Benefit Amount stated in the Policy Schedule less any applicable Deductions.
- (b) When the option as described in Condition **4.11.7(a)** is exercised, the applicable definition of Incapacity shall be Activities of Daily Work notwithstanding the definition stated in the Policy Schedule.

- (c) Aegon Scottish Equitable must be informed in writing where this option is to be exercised. Following receipt by Aegon Scottish Equitable of written notification from 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.
- (d) Where the Life Assured returns to work within five years of taking a career break, the Benefit Amount, Deferred Period, premium and definition of Incapacity may, as a result of a written request from the Policyholder to be received by Aegon Scottish Equitable no later than 3 months after the date on which the Life Assured returns to work, be restored to that applying before the career break without the requirement of further medical underwriting.
- (e) In the event of a reinstatement in terms of Condition **4.11.7(d)**, where the Policy Schedule indicates that the Indexation Option, as described in Condition **3.4** 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.

#### **4.11.8. Claims in Payment**

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

#### **4.11.9. Linked Claims Benefit**

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.

#### **4.11.10. Notification of Incapacity**

- (a) No benefits shall be payable in terms of this Condition **4.11** in respect of any period occurring before Aegon Scottish Equitable receives written notification of the claim and evidence, satisfactory to Aegon Scottish Equitable, of Incapacity.
- (b) (i) Where the Policyholder wishes to make a claim for benefits in terms of this Condition **4.11**, Aegon Scottish Equitable must be notified as soon as

possible and in any event at least in accordance with the following criteria:

<b>Deferred Period</b>	<b>Notification Period</b>
4 or 8 weeks	by week 2 of the Deferred Period
13 weeks	by week 4 of the Deferred Period
26 weeks	by week 6 of the Deferred Period
52 weeks	by week 12 of the Deferred Period

- (ii) In the event that the Policyholder fails to notify Aegon 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. Where late notification is received, the Deferred Period will begin on the date of notification.
- (iii) The Policyholder must make notification by telephone on 0845 600 0493 or in writing to Aegon Scottish Equitable Claims, Ballam Road, Lytham St Annes, Lancs. FY8 4TR.

#### **4.11.11. Evidence of Incapacity**

Aegon Scottish Equitable shall be entitled to seek and obtain evidence of Incapacity and any other evidence as Aegon 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 Aegon Scottish Equitable may require shall be provided no later than one month after the end of the Deferred Period.
- (b) During any period when benefits, in terms of this Condition **4.11**, are payable by Aegon Scottish Equitable the Policyholder shall submit reports relating to the Incapacity of the Life Assured in a form prescribed by Aegon Scottish Equitable and at such intervals as Aegon Scottish Equitable may reasonably decide. The Life Assured shall, from time to time, on request by Aegon Scottish Equitable submit himself to medical examination by a medical officer appointed by Aegon Scottish Equitable. Where appropriate, Aegon Scottish Equitable will arrange a specialist assessment or home visit by a medical or Health Professional relevant to the Life Assured's condition.

- (c) All evidence of Incapacity or other evidence that Aegon Scottish Equitable may require in terms of these Policy Conditions 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 Aegon 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, Aegon 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.

### 5.1. Renewal Option

- 5.1.1.** Where it is stated in 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 cover for a further five years. Aegon Scottish Equitable shall retain the right to decline or restrict cover on financial grounds (in relation to the Policyholder) and change of occupation (in relation to the Life Assured).
- 5.1.2.** This Renewal Option will terminate, in relation to a particular Life Assured that has the benefit of this Renewal Option, immediately prior to the 60th birthday of that Life Assured.
- 5.1.3.** The Benefit Amount applicable after the exercise of this Renewal Option will be no more than the Benefit Amount applicable immediately prior to the exercise of this Renewal Option.
- 5.1.4.** The Policyholder must notify Aegon Scottish Equitable in writing of the intention to exercise this Renewal 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 this Renewal Option will terminate.

### 5.2. Legislation Option

In the event that it is stated in the Policy Schedule that both Gift Inter Vivos Benefit and the Legislation Option apply to the Policy, then the Policyholder may, on one occasion only, increase the Benefit Amount

and/or extend the Benefit End Date in respect of Gift Inter Vivos Benefit subject to the following restrictions:

- 5.2.1.** A change in Inheritance Tax Legislation must have taken place no longer than six months prior to the request to exercise this Legislation Option being received in writing by Aegon Scottish Equitable. The change in Inheritance Tax Legislation must have caused a potential increase in the Inheritance Tax liability of the Policyholder in the event of the death of the Life Assured.
- 5.2.2.** The increase in the Benefit Amount must be no greater than the amount required to meet the estimated increase in the Inheritance Tax liability as described in Condition **5.2.1**.
- 5.2.3.** As a result of the exercise of this Legislation Option the Benefit Amount cannot at any time be increased to more than 200% of the Benefit Amount applicable at the Gift Inter Vivos Benefit Start Date.
- 5.2.4.** The Benefit End Date in relation to the increase in the Benefit Amount will be the shorter of the period needed to cover any Inheritance Tax liability or seven years plus the remaining term of the existing Gift Inter Vivos Benefit to the lower number of whole years from the date this Legislation Option is exercised. The Benefit End Date in respect of the existing Gift Inter Vivos Benefit will remain unchanged.
- 5.2.5.** This Legislation Option shall not be exercisable after the 80th birthday of the Life Assured.

### 5.3. Guaranteed Insurability Options

The following Guaranteed Insurability Options will only be exercisable in the event that:

the Life Assured has not been medically rated. For joint life cases; if one Life Assured is medically rated then these Guaranteed Insurability Options will only be available on the non-medically rated Life Assured for any single life benefits in respect of which he is insured; and

the Life Assured is no older than 55 on his next birthday at the date the increased Benefit Amount starts or, if there is more than one Life Assured for the Main Benefit in respect of which the Guaranteed Insurability Option is being exercised, the elder of those Lives Assured is no older than 55 years on his next birthday; and

the Benefit End Date, for the Main Benefit in respect of which the Guaranteed Insurability Option is being exercised, is at least one year after the date on which the increase in the Benefit Amount is due to become

effective in respect of the Main Benefits detailed in Conditions **4.1**, **4.4** and **4.8**, and five years after the date on which the increase in the Benefit Amount is due to become effective in respect of the Main Benefits detailed in Conditions **4.2**, **4.3**, **4.5**, **4.6**, **4.9**, **4.10** and **4.11**.

**5.3.1.** The Policyholder shall have the option of increasing the Benefit Amount in respect of an existing benefit (unless these Guaranteed Insurability Options have been excluded in whole or in part, as stated in the Policy Schedule), by application in writing to be received by Aegon Scottish Equitable within six months of the happening of any of the following relevant events:

**(a) Birth or legal adoption of a child**

This Guaranteed Insurability Option may be exercised on the birth or adoption of a child of the Life Assured. The Policyholder will be required to produce an extract copy of the birth or adoption certificate (from the Registrar of Births, Deaths and Marriages) of the child born or adopted before the increase in the Benefit Amount can be effected. A photocopy of the certificate is not acceptable.

**(b) Marriage or Civil Partnership**

This Guaranteed Insurability Option may be exercised on the marriage or Civil Partnership of the Life Assured. The Policyholder will be required to produce an extract copy of the marriage or Civil Partnership certificate (from the Registrar of Births, Deaths and Marriages) of the Life Assured before the increase in the Benefit Amount can be effected. A photocopy of the certificate is not acceptable.

**(c) Change of Home, Home Improvement or Home Extension**

- (i) This Guaranteed Insurability Option may be exercised in the event that the Life Assured increases his mortgage over his main residence as a result of either changing home, making home improvements or carrying out a home extension only.
- (ii) The Policyholder will be required to produce written evidence from the Life Assured's lender and previous lender (if applicable), that is satisfactory to Aegon Scottish Equitable, which clearly shows the increase in the mortgage of the Life Assured before the increase in the Benefit Amount can be effected.

- (iii) As a result of exercising this Guaranteed Insurability Option, the Benefit End Date for the additional Benefit Amount must be before the 70th birthday of the Life Assured or, where there is more than one Life Assured, the 70th birthday of the older of the Lives Assured.

**(d) Career change/promotion**

- (i) This Guaranteed Insurability Option may be exercised in the event that the Life Assured changes his employer, or is promoted by his existing employer, and as a direct result of such change in employer or promotion the Life Assured receives an increase of at least 10% per annum to his 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). The Benefit Amount may be increased, subject to Condition **5.3.2**, by no more than four times the increase in basic salary.
- (ii) The Policyholder will be required to produce written evidence from the employer and/or previous employer of the Life Assured, that is satisfactory to Aegon Scottish Equitable, which clearly shows the increase in the basic salary of the Life Assured before the increase in the Benefit Amount can be effected.
- (iii) This option cannot, under any circumstances, be exercised where at the time of exercise the Life Assured is self-employed, is a Controlling Director of the company in which he is employed or where the Life Assured has control over setting the rate of his basic salary.

**(e) Increase in Partners/Shareholding Director's Interest or Key Person's Value or Increase in Business Loan**

- (i) Where the Life Assured is either an equity partner in a partnership or a shareholding director in a company then this Guaranteed Insurability Option may be exercised where, at the time of exercising this Guaranteed Insurability 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.

- (ii) In cases where Condition **5.3.1(e)(i)** applies then, subject to Condition **5.3.2**, 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.
- (iii) Where the Life Assured is a key person in a business then this Guaranteed Insurability Option may be exercised where, at the time of exercising this Guaranteed Insurability 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).
- (iv) In cases where Condition **5.3.1(e)(iii)** applies then, subject to Condition **5.3.2**, the Benefit Amount may be increased by no more than five times the increase in the basic salary, as described in Condition **5.3.1(e)(iii)**, of the Life Assured.
- (v) In cases where either the Policyholder or the Life Assured increases a business loan that it has effected then, subject to Condition **5.3.2**, the Benefit Amount may be increased by no more than the amount of the increase in the business loan.
- (vi) The Policyholder will be required to produce any financial underwriting information that Aegon Scottish Equitable may request that is relevant to this Guaranteed Insurability Option. No increase to the Benefit Amount will be effected unless Aegon Scottish Equitable confirms in writing to the Policyholder that the financial information provided is satisfactory and that Aegon Scottish Equitable is prepared to go on risk for the increased Benefit Amount.

**(f) Sole Trader**

- (i) This Guaranteed Insurability 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. The Benefit Amount may be increased, subject to Condition **5.3.2**, 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.

- (ii) 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 Aegon 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.

**5.3.2.** The Guaranteed Insurability Options may be exercised on more than one occasion but the total aggregate increase in the Benefit Amount as a result of exercising these Guaranteed Insurability Option shall be restricted to the lowest of:

- (a) 50% of the Benefit Amount (excluding any part of the Benefit Amount that has arisen from the previous exercise of any Guaranteed Insurability Options) as at the date of receipt by Aegon Scottish Equitable of the application to exercise the Guaranteed Insurability Option;
- (b) 50% of the Benefit Amount as at the Benefit Start Date as escalated in terms of Condition **3.4**, if applicable; and
- (c) £150,000 (£10,000 per annum for Family Income Benefit, Critical Illness Family Income Benefit, Life with Critical Illness Family Income Benefit and Income Protection, subject always to the maximum benefit payable in Condition **4.11.3**).

**5.3.3.** Where Guaranteed Insurability Options are 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 the Guaranteed Insurability Options is permitted.

**5.3.4.** The Benefit End Date for the additional benefit cannot be after the Benefit End Date of the original benefit.

**5.3.5.** Guaranteed Insurability Options are available on all Main Benefits except Gift Inter Vivos Benefit.

- 5.3.6.** No evidence of the good health of the Life Assured shall be required when exercising Guaranteed Insurability Options. Aegon Scottish Equitable reserves the right to obtain from the Life Assured, prior to the exercise of the Guaranteed Insurability Option becoming effective, such evidence as to the residency, occupation, smoking activity and leisure pursuits of the Life Assured as Aegon Scottish Equitable deems necessary in order to calculate the additional premium required in relation to the exercise of the Guaranteed Insurability Option.
- 5.3.7.** On diagnosis of a Critical Illness, Terminal Illness or Total Permanent Disability, in respect of which a claim for a Main Benefit is subsequently paid, the right to exercise any of the Guaranteed Insurability Options shall terminate immediately on such diagnosis. On the date of Incapacity, in respect of which a claim for Income Protection or Waiver of Premium Benefit is subsequently paid, the right to exercise any of the Guaranteed Insurability Options shall terminate immediately on that date; however, the Guaranteed Insurability Options shall be reinstated in the event that the Life Assured ceases to suffer from the Incapacity.

## 6. Additional Benefits

### 6.1. Total Permanent Disability Benefit – of specified severity

- 6.1.1** Where it is shown in the Policy Schedule that Total Permanent Disability Benefit applies to a particular Main Benefit then, in the event that a Life Assured becomes Totally Permanently Disabled as defined in the Policy Schedule, and provided that the Life Assured survives for six months after the date on which Total Permanent Disability is diagnosed, the Benefit Amount in relation to the Main Benefit will become payable.

For the purposes of this condition, Total Permanent Disability (the term Totally Permanently Disabled shall have an equivalent meaning) shall mean one of the three following definitions as stated in the Policy Schedule:

**Total permanent disability – unable to do your own occupation ever again**

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.

Own occupation means your trade, profession or type of work you do for profit or pay. It is not a specific job with any particular employer 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 cover ends or the Life Assured expects to retire.

For the above definition, disabilities for which the relevant specialists cannot give a clear prognosis are not covered.

**Total permanent disability – unable to do any occupation at all ever again**

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 any occupation at all ever again.

Any occupation means any type of work at all, 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 cover ends or the Life Assured expects to retire.

For the above definition, disabilities for which the relevant specialists cannot give a clear prognosis are not covered.

**Total permanent disability – unable to look after yourself ever again**

Loss of the physical ability through an illness or injury to do at least 3 of the 6 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 cover ends 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 tasks are:

- **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.
- **Getting dressed and undressed** – the ability to put on, take off, secure and unfasten all garments and, if needed, any

braces, artificial limbs or other surgical appliances.

- **Feeding yourself** – the ability to feed yourself when food has been prepared and made available.
- **Maintaining personal hygiene** – the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
- **Getting between rooms** – the ability to get from room to room on a level floor.
- **Getting in and out of bed** – the ability to get out of bed into an upright chair or wheelchair and back again.

For the above definition, disabilities for which the relevant specialists cannot give a clear prognosis are not covered.

**6.1.2** In the event that the Life Assured is either not in paid employment (including self employment where regular drawings are being taken) at any time during the term of the Policy or has reached age 60, then the definition of Total Permanent Disability for the purposes of this condition shall be deemed to be the Total Permanent Disability – *unable to look after yourself ever again* definition. In the event that the Life Assured recommences paid employment (including self employment where regular drawings are being taken), prior to age 60, then the definition of Total Permanent Disability will revert to the definition in place prior to the definition being changed to Total Permanent Disability – *unable to look after yourself ever again*.

**6.1.3** In the event that the survival period of six months, as described in Condition **6.1.1**, commences within the period of six months prior to the relevant Benefit End Date, then Aegon Scottish Equitable will make payment of the Benefit Amount, subject to the conditions stated in Condition **6.1.1**, 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.

**6.1.4** When a claim is paid for Total Permanent Disability Benefit then no further claim for this benefit, or the Main Benefit to which it is related, will be admitted.

## **6.2. Children's Critical Illness Protection**

**6.2.1.** Where the Policy includes as a Main Benefit any cover for Critical Illness, as detailed in Conditions **4.2, 4.3, 4.5, 4.6, 4.9** and **4.10**, then Children's Critical Illness Protection will apply to the Policy.

**6.2.2.** In the event that any natural or legally adopted child of the Life Assured is diagnosed as suffering from a Critical Illness between the age of 30 days and his 18th birthday inclusive, and does not die within 14 days following such diagnosis, Aegon Scottish Equitable will pay to the Policyholder a sum amounting to the lower of 50% of the total of all Benefit Amounts (relating to Main Benefits that include Critical Illness cover) applicable to the Policy or £25,000. This benefit can be paid for more than one child of the Life Assured.

**6.2.3.** This benefit will only be paid on one occasion in relation to any particular child, although where both parents of the child are each of the Life Assured under separate single life benefits under this Policy, this benefit may be paid on no more than two occasions. If, at any time, the Life Assured is the life assured under more than one policy with Aegon Scottish Equitable that contains Children's Critical Illness Protection, then this Condition **6.2** will be deemed to apply to all such policies as if they were, together, one single policy.

**6.2.4.** On either death or diagnosis of a Critical Illness, Terminal Illness or Total Permanent Disability, in respect of which a claim for a Main Benefit is subsequently paid, Children's Critical Illness Protection will terminate with effect from the date of death or diagnosis of a Critical Illness, Terminal Illness or Total Permanent Disability, as applicable. In the event that the Critical Illness, in respect of which a claim is being made for benefits under Children's Critical Illness Protection, was diagnosed before the date of death or diagnosis of a Critical Illness, Terminal Illness or Total Permanent Disability, in respect of which a Main Benefit is paid benefits will still be payable in relation to that Critical Illness.

## **6.3. Mastectomy for Carcinoma in Situ Benefit**

**6.3.1.** Where the Policy includes as a Main Benefit any cover for Critical Illness, as detailed in Conditions **4.2, 4.3, 4.5, 4.6, 4.9** and **4.10**, Mastectomy for Carcinoma in Situ Benefit will apply to the Policy in relation to the Life Assured who is covered for the Main Benefit.

**6.3.2.** Where the Life Assured is treated by total mastectomy surgery (that is the total removal of all of the tissue of one breast or more) following being diagnosed with carcinoma in situ of the breast or followed by such diagnosis, and does not die within 14 days following total mastectomy surgery, Aegon Scottish Equitable will pay a sum equal to the lower of 20% of all Benefit Amounts (relating to Main Benefits that include Critical Illness cover for the Life Assured who is covered for the Main Benefit) applicable to this Policy or £20,000. For the avoidance of doubt, Mastectomy for Carcinoma in Situ Benefit will not be payable where the surgery involved:

- (a) prophylactic mastectomy or any other procedure, without histological evidence of carcinoma in situ, or
- (b) any procedure, other than total mastectomy surgery, to treat carcinoma in situ of the breast, such as lumpectomy, partial mastectomy and partial or total subcutaneous mastectomy.

**6.3.3.** Payment of Mastectomy for Carcinoma in Situ Benefit will not affect the Benefit Amount for any Critical Illness benefits under this Policy.

**6.3.4.** Mastectomy for Carcinoma in Situ Benefit under this Policy will be paid only once in respect of each Life Assured that has undergone mastectomy for carcinoma in situ, as described in Condition **6.3.2**, and is covered for Mastectomy in Carcinoma in Situ Benefit.

**6.3.5.** On either death or diagnosis of a Critical Illness, Terminal Illness or Total Permanent Disability, in respect of which a claim for a Main Benefit is subsequently paid, Mastectomy for Carcinoma in Situ Benefit will terminate with effect from the date of death or diagnosis of a Critical Illness, Terminal Illness or Total Permanent Disability, as applicable. In the event that the mastectomy, in respect of which a claim is being made for Mastectomy for Carcinoma in Situ Benefit, has been carried out prior to the date of death or diagnosis of a Critical Illness, Terminal Illness or Total Permanent Disability, Mastectomy for Carcinoma in Situ Benefit will still be payable in relation to that mastectomy.

## **6.4. Waiver of Premium Benefit**

**6.4.1.** Where it is shown in the Policy Schedule that Waiver of Premium Benefit applies then the following conditions in respect of Waiver of Premium Benefit shall apply in respect of the Life or Lives Assured stated in the Policy Schedule as having this Waiver of Premium

Benefit applied to them. Where the Policyholder wishes to make a claim for Waiver of Premium Benefit the Policyholder must notify Aegon Scottish Equitable as soon as possible and in any event at least in accordance with the following criteria:

<b>Deferred Period</b>	<b>Notification Period</b>
4 or 8 weeks	by week 2 of the Deferred Period
13 weeks	by week 4 of the Deferred Period
26 weeks	by week 6 of the Deferred Period
52 weeks	by week 12 of the Deferred Period

**6.4.2.** In this Condition **6.4** 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 relevant Benefit 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 on or after the 65th birthday of the Life Assured.

**Deferred Period** shall mean the continuous period of Incapacity as stated in 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 definitions as stated in 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.

**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 activities 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 teacup (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) as its highest level (with or without Supervision Register) or equivalent'.

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.

**6.4.3.** During any Benefit Period all monthly premiums due for payment under the Policy, for Main Benefits and Additional Benefits that Waiver of Premium Benefit is being claimed for, shall be provided and credited as paid by Aegon Scottish Equitable.

**6.4.4.** (a) Where premiums are payable annually, one twelfth of the amount of each annual premium shall be provided and credited as paid by Aegon 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 Aegon Scottish Equitable during such Benefit Period.

(c) Where no annual premium falls due during a Benefit Period (or the sums provided by Aegon 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.

**6.4.5.** All provisions of the Policy shall continue during any Benefit Period except where otherwise stated to the contrary.

**6.4.6.** 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.

**6.4.7.** Waiver of Premium Benefit shall not be provided, and premiums will continue to be payable, in respect of any period occurring before Aegon Scottish Equitable receive written intimation of the claim and evidence, satisfactory to Aegon Scottish Equitable, of Incapacity.

**6.4.8.** Where there is a variation in premiums, there shall be a corresponding variation in the amount of the premium that is required for the provision of Waiver of Premium Benefit at the revised premium level.

**6.4.9. Evidence of Incapacity**

Aegon Scottish Equitable shall be entitled to seek and obtain evidence of Incapacity and any other evidence as Aegon 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 Aegon 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 Aegon Scottish Equitable at such intervals as Aegon Scottish Equitable may reasonably decide and the Life Assured shall submit himself from time to time to medical examination by a medical officer appointed by Aegon Scottish Equitable. Where appropriate, Aegon Scottish Equitable will arrange a specialist assessment or home visit by a medical or Health Professional relevant to the Life Assured's condition.
- (c) All evidence of Incapacity or other evidence as Aegon Scottish Equitable may require in terms of this provision shall be produced free of expense to the Policyholder and the Life Assured.

respect of which the benefit is being claimed results from or is directly related to alcohol or drug abuse,

- (b) any claim for Income Protection (which shall include Proportionate Benefit and Rehabilitation Benefit) or Waiver of Premium Benefit in the event that the Incapacity in respect of which the benefit is being claimed results from or is directly related to alcohol or drug abuse,
- (c) any claim based on the Critical Illness of the Life Assured, for any of the following Main Benefits – Critical Illness Protection, Life with Critical Illness Protection, Critical Illness Family Income Benefit, Life with Critical Illness Family Income Benefit, Reducing Critical Illness Protection, Reducing Life with Critical Illness Protection – in the event that the Critical Illness in respect of which the Main Benefit being claimed is one of the following Critical Illnesses (as they are defined in the Appendix) and results from or is directly related to alcohol or drug abuse:

*Cardiomyopathy – of specified severity*

*Coma – resulting in permanent symptoms (secondary to drug abuse only)*

*Liver Failure – advanced stage*

*Parkinson's disease – resulting in permanent symptoms (secondary to drug abuse only)*

**7.2. Suicide Exclusion**

Aegon Scottish Equitable will not pay the Benefit Amount, in respect of any claim based on the death of the Life Assured, for any of the following Main Benefits – Life Protection, Reducing Life Protection, Life with Critical Illness Protection, Reducing Life with Critical Illness Protection, Family Income Benefit, Life with Critical Illness Family Income Benefit and Gift Inter Vivos Benefit – in the event that the Life Assured has died as a result of their own actions (whether or not at the time of such action they were sane or insane):

- (a) within 12 months of the Benefit Start Date of the Main Benefit in respect of which the claim relates; and/or
- (b) within 12 months of the date on which the Policy is reinstated in terms of Condition **3.3.3**, where the Policy has previously lapsed in terms of Condition **3.3.2**; and/or
- (c) within 12 months of the date on which the Benefit Amount increased, where the Benefit Amount for the Main Benefit in respect of which the claim relates has, at any time, increased from that applicable at the Benefit Start Date, but only in relation to the increased Benefit Amount.

**7. Exclusions**

**7.1. Alcohol or Drug Abuse Exclusion**

Aegon Scottish Equitable will not pay the Benefit Amount in respect of:

- (a) any claim for Total Permanent Disability Benefit in the event that the Total Permanent Disability in



### 7.3. HIV and AIDS Exclusions

**7.3.1.** Aegon Scottish Equitable will not pay the Benefit Amount, in respect of any claim for Income Protection (which shall include Proportionate Benefit and Rehabilitation Benefit), Waiver of Premium Benefit or Total Permanent Disability Benefit, if the Incapacity or Total Permanent Disability in respect of which the benefit is being claimed results from infection with Human Immunodeficiency Virus (HIV) or conditions due to any Acquired Immune Deficiency Syndrome (AIDS).

**7.3.2.** The exclusion in Condition **7.3.1** will not apply in the event that infection by Human Immunodeficiency Virus was caused by one of the following:

- (a) a blood transfusion given as part of medical treatment;
- (b) physical assault;
- (c) an incident occurring during the course of performing normal duties of employment; after the start of the Policy and satisfying all of the following:
  - (a) The incident must have been reported to appropriate authorities and have been investigated in accordance with the established procedures.
  - (b) Where HIV infection is caught through a physical assault or as a result of an incident occurring during the course of performing normal duties of employment, the incident must be supported by a negative HIV antibody test taken within 5 days of the incident.
  - (c) There must be a further HIV test within 12 months confirming the presence of HIV or antibodies to the virus.
  - (d) The incident causing infection must have occurred in one of the Home Countries or one of the Designated Countries.

### 7.4. Residency Exclusions for Income Protection and Waiver of Premium Benefit

**7.4.1.** The exclusion detailed in Condition **7.4.2** will apply to Income Protection and Waiver of Premium Benefit.

**7.4.2.** In the event that a Life Assured (in the case of a joint policy either of the Lives Assured) travels or lives outside of the Home Countries or the Designated Countries for a period of more than 13 consecutive weeks in any 12-month period then cover for the benefits detailed in Condition **7.4.1** for that Life Assured will cease. Where the Life Assured

travels or lives within the Designated Countries then cover for that Life Assured will cease after a period of 26 consecutive weeks in any 12-month period.

- 7.4.3.** (a) Where the Life Assured travels or lives outside of the Home Countries or the Designated Countries and cover has ceased then cover will resume 39 consecutive weeks after that Life Assured has returned to the Home Countries.
- (b) Where the Life Assured travels or lives within the Designated Countries and cover has ceased then cover will resume 26 consecutive weeks after that Life Assured has returned to the Home Countries.

**7.4.4.** In the event that the Life Assured suffers Incapacity when cover is not in place then a claim may only be made when cover resumes and the Deferred Period would begin on that date.

**7.4.5.** Aegon Scottish Equitable may, at its sole discretion, agree to extend the periods stated in Condition **7.4.2** subject to such terms and conditions that it may apply in addition to or in variation of these Policy Conditions.

### 7.5. War and Civil Commotion Exclusion

Aegon Scottish Equitable will not pay the Benefit Amount, in respect of any claim for Income Protection (which shall include Proportionate Benefit and Rehabilitation Benefit) or Waiver of Premium Benefit in the event that the Incapacity in respect of which the benefit is being claimed results from war, invasion, hostilities (whether war is declared or not), civil war, rebellion, revolution or taking part in a riot or civil commotion.

### 7.6 Children's Critical Illness Protection – pre-existing medical condition exclusion

The Benefit Amount in respect of Children's Critical Illness Protection will not be paid if, in the opinion of a medical adviser appointed by Aegon Scottish Equitable:

- The child's condition was present at birth;
- The symptoms first arose before the child was covered; or
- The child dies within 14 days of meeting our Critical Illness definition.

## 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 Policy Conditions and the provisions of the Policy or if the basis of taxation applicable to Aegon Scottish Equitable is altered, Aegon Scottish Equitable may make such alterations to the Policy and the Policy Conditions as it deems appropriate in the circumstances.

## 9. Claims

### 9.1. Benefit Payment

Before paying the Benefit Amount Aegon Scottish Equitable will require to be satisfied of:

- (a) the occurrence of the event or contingency on which the Benefit Amount is to become or remain payable, as appropriate;
- (b) the title of the person(s) claiming the Benefit Amount; and
- (c) the age or ages of the Life Assured or Lives Assured named in the Policy Schedule.

### 9.2. Evidence of Critical Illness, Mastectomy for Carcinoma in Situ, Terminal Illness or Total Permanent Disability

Where the Policyholder wishes to make a claim for benefits in connection with either the Critical Illness, Mastectomy for Carcinoma in Situ, Terminal Illness or Total Permanent Disability of the Life Assured, Aegon Scottish Equitable shall be entitled to seek and obtain from the Policyholder evidence of the Critical Illness, Mastectomy for Carcinoma in Situ, Terminal Illness or Total Permanent Disability and any other evidence as Aegon Scottish Equitable may reasonably require and, without prejudice to the foregoing generality, the following provisions shall apply:

- (a) Written evidence of Critical Illness, Mastectomy for Carcinoma in Situ, Terminal Illness or Total Permanent Disability and such other evidence as Aegon Scottish Equitable may reasonably require shall be produced not later than one month after written notification of the Critical Illness, Mastectomy for Carcinoma in Situ, Terminal Illness or Total Permanent Disability is received by Aegon Scottish Equitable.
- (b) The Policyholder shall submit reports relating to the Critical Illness, Mastectomy for Carcinoma in Situ, Terminal Illness or Total Permanent Disability of the Life Assured in a form approved by Aegon Scottish Equitable and the Life Assured shall submit himself to a medical examination by a medical officer appointed by Aegon Scottish Equitable. The reports shall be from a medical

specialist appropriate to the cause of the Critical Illness, Mastectomy for Carcinoma in Situ, Terminal Illness or Total Permanent Disability on which the claim is based. The reports require being satisfactory, in the sole opinion of the Chief Medical Officer, to enable the Chief Medical Officer to assess the validity of the claim. (Where the claim is for Mastectomy for Carcinoma in Situ Benefit medical reports must be provided evidencing the following:

- histological confirmation of the diagnosis or carcinoma in situ of the breast; and
- that treatment by total mastectomy has taken place).

- (c) The Life Assured does not need to be resident in one of the Home Countries or one of the Designated Countries at the time of claim, but the medical specialist providing reports must hold an appointment as a consultant or equivalent at a hospital in one of the Home Countries or one of the Designated Countries.
- (d) All evidence of Critical Illness, Mastectomy for Carcinoma in Situ, Terminal Illness or Total Permanent Disability or other evidence as Aegon Scottish Equitable may require shall be produced free of expense to the Policyholder and the Life Assured.
- (e) In the event that the Policyholder fails to comply with Conditions **9.2(a)**, **9.2(b)** and **9.2(c)**, Aegon Scottish Equitable reserves the right to refuse to pay the Benefit Amount being claimed.
- (f) For the purposes of this Condition **9**, where the claim being made is for benefits under Children's Critical Illness Protection, the defined term Life Assured shall be deemed to refer to the natural or legally adopted child of the Life Assured.

### 9.3. Notification of Occupation prior to Claim

- 9.3.1.** This condition shall apply in the event that the Policyholder is at any time covered for any of Income Protection, Total Permanent Disability Benefit and Waiver of Premium Benefit.
- 9.3.2.** In the event that the Life Assured changes his occupation, from that disclosed to Aegon Scottish Equitable on the Application for any of the benefits stated in Condition **9.3.1**, then the Policyholder shall be under an obligation to notify Aegon 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.

- 9.3.3.** Aegon Scottish Equitable will assess claims for any of the benefits stated in Condition **9.3.1** on the occupation that the Life Assured was doing immediately prior to the claim being made.

## **10. Miscellaneous**

### **10.1. Notices**

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

### **10.2. Agreement of Aegon Scottish Equitable**

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

### **10.3. Payments made under the Policy**

All payments of premiums and of benefits under the Policy shall be made in the currency of the United Kingdom from time to time and payments of benefits shall not be made to a bank account outside the United Kingdom unless Aegon Scottish Equitable agrees otherwise with the Policyholder.

### **10.4. Law and Jurisdiction**

**10.4.1.** With regard to this Policy and all matters connected with it, the Policyholder and Aegon 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. If the Policyholder is resident at the date of Application for the Policy in;

- (a) England, the Policy shall be deemed to have been effected in England;
- (b) Wales, the Policy shall be deemed to have been effected in Wales;
- (c) Scotland, the Policy shall be deemed to have been effected in Scotland; or
- (d) Northern Ireland, the Policy shall be deemed to have been effected in Northern Ireland.

Where the Policyholder is resident elsewhere at the date of the application for the Policy then the Policy shall be deemed to have been effected in Scotland.

**10.4.2.** The applicable law in respect of the Policy shall be determined by the residence of the Policyholder as at the date of the Application. If the Policyholder is resident at the date of the Application in:

- (a) England or Wales, the law of England shall apply;
- (b) Scotland, the law of Scotland shall apply; or
- (c) Northern Ireland, the law of Northern Ireland shall apply.

Where the Policyholder is resident elsewhere at the date of the Application then the law of Scotland shall apply.

**10.4.3.** If the Policyholder is, as at the date of the Application, more than one person then the jurisdiction and applicable law will be determined by the residence of the first Policyholder named on the Application.

# Appendix

**Note:** In this Appendix **Permanent neurological deficit with persisting clinical symptoms** shall be as defined in Condition 1.4.

## Critical illness definitions

### **Alzheimer's disease** – *resulting in permanent symptoms*

Definition: 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

### **Aorta graft surgery** – *for disease or traumatic injury*

Definition: The undergoing of surgery for disease or trauma to the aorta with excision and surgical replacement of a portion of the diseased or damaged aorta with a graft. The term aorta includes the thoracic and abdominal aorta but not its branches.

For the above definition, the following is not covered:

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

### **Aplastic anaemia** – *with permanent bone marrow failure*

Definition: A definite diagnosis of aplastic anaemia by a Consultant Haematologist. There must be permanent bone marrow failure with anaemia, neutropenia and thrombocytopenia.

### **Bacterial meningitis** – *resulting in permanent symptoms*

Definition: A definite diagnosis of bacterial meningitis by a Consultant Neurologist. There must be Permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following are not covered:

- meningococcal septicaemia
- any other form of meningitis

### **Benign brain tumour** – *resulting in permanent symptoms*

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

For the above definition, the following are not covered:

- tumours in the pituitary gland
- angiomas

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

### **Benign spinal cord tumour** – *resulting in permanent symptoms*

Definition: 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 medical

specialist 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*

Definition: Permanent and irreversible loss of sight to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in the better eye using a Snellen eye chart.

### **Cancer** – *excluding less advanced cases*

Definition: Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue.

The term malignant tumour includes leukaemia, sarcoma and lymphoma except cutaneous lymphoma (lymphoma confined to the skin).

For the above definition, the following are not covered:

- all cancers which are histologically classified as any of the following:
  - pre-malignant
  - non-invasive
  - cancer in situ
  - having either borderline malignancy, or
  - having low malignant potential
- all tumours of the prostate unless histologically classified as having a Gleason score 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
  - 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. This must have invaded and spread to lymph nodes or metastasised to distant organs.

### **Cardiomyopathy** – *of specified severity*

Definition: A definite diagnosis of cardiomyopathy by a Consultant Cardiologist that has resulted in permanent damage to the heart muscle and function resulting in both of the following:

- a reduced ejection fraction of 35%
- impairment to the degree of class 3 New York Heart Association classification of cardiac impairment\*

For the above definition, the following are not covered:

- cardiomyopathy directly related to alcohol or drug abuse
- all other forms of heart disease, heart enlargement and myocarditis

\*NYHA Class 3 – heart disease resulting in marked limitation of physical activities where less than ordinary activity causes fatigue, palpitation, breathlessness or chest pain.

#### **Coma – resulting in permanent symptoms**

Definition: 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 drug abuse

#### **Coronary artery by-pass grafts**

Definition: The undergoing of surgery on the advice of a Consultant Cardiologist to correct narrowing or blockage of one or more coronary arteries with by-pass grafts.

For the above definition, the following are not covered:

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

#### **Creutzfeldt-Jakob disease – resulting in permanent symptoms**

Definition: A definite diagnosis of Creutzfeldt-Jakob disease by a Consultant Neurologist. There must be permanent clinical impairment of motor function and 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:

- Other types of dementia.

#### **Deafness – permanent and irreversible**

Definition: 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 – resulting in permanent symptoms**

Definition: A definite diagnosis of dementia due to progressive degenerative brain 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 is not covered:

- Non organic psychiatric illnesses

#### **Encephalitis – resulting in permanent symptoms**

Definition: A definite diagnosis of encephalitis by a Consultant Neurologist resulting in Permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following is not covered:

- Chronic fatigue syndrome and myalgic encephalomyelitis

#### **Heart attack – of specified severity**

Definition: 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 is not covered:

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

#### **Heart valve replacement or repair**

Definition: The undergoing of surgery requiring thoracotomy (keyhole surgery or median sternotomy) on the advice of a Consultant Cardiologist to replace or repair one or more heart valves.

#### **HIV infection – caught in one of the Home Countries or Designated Countries, from a blood transfusion, a physical assault or at work.**

Definition: Infection by Human Immunodeficiency Virus resulting from:

- a blood transfusion given as part of medical treatment;
- a physical assault; or
- an incident occurring during the course of performing normal duties of employment:

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

- The incident must have been reported to the 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 taking within 5 days of the incident.
- There must be a further HIV test within 12 months confirming the presence of HIV or antibodies to the virus.
- The incident causing infection must have occurred in one of the Home Countries or Designated Countries.

For the above definition, the following is not covered:

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

#### **Intensive care requiring medical ventilation for 10 consecutive days**

Definition: Any sickness or injury resulting in the life assured requiring continuous mechanical ventilation by means of tracheal intubation for 10 consecutive days (24 hours per day) or more in an intensive care unit in a UK hospital.

For the above definition the following are not covered:

- sickness or injury as a result of drug or alcohol intake or other self-inflicted means;
- children under the age of 90 days.

#### **Kidney failure – requiring dialysis**

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

#### **Liver Failure – advanced stage**

Definition: Advanced stage liver failure due to cirrhosis and resulting in all of the following:

- permanent jaundice
- ascites
- encephalopathy

For the above definition, the following is not covered:

- Liver disease secondary to alcohol or drug abuse.

#### **Loss of hands or feet – permanent physical severance**

Definition: Permanent physical severance of any combination of 2 or more hands or feet at or above the wrist or ankle joints.

#### **Loss of speech – permanent and irreversible**

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

#### **Major organ transplant**

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

For the above definition, the following is not covered:

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

#### **Motor neurone disease – resulting in permanent symptoms**

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

#### **Multiple sclerosis – with persisting symptoms**

Definition: 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.

#### **Multiple system atrophy – resulting in permanent symptoms**

Definition: The definite diagnosis of multiple system atrophy confirmed by a Consultant Neurologist. There must be permanent clinical impairment of either:

- motor function with associated rigidity of movement; or
- the ability to coordinate muscle movement; or
- bladder control and postural hypotension

#### **Open heart surgery – with surgery to divide the breastbone**

Definition: The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a Consultant Cardiologist, to correct any structural abnormality of the heart.

#### **Paralysis of limbs – total and irreversible**

Definition: Total and irreversible loss of muscle function to the whole of any two or more limbs.

#### **Parkinson's disease – resulting in permanent symptoms**

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

For the above definition, the following is not covered:

- Parkinson's disease secondary to drug abuse

#### **Primary pulmonary hypertension – of specified severity**

Definition: a definite diagnosis of primary pulmonary hypertension by a Consultant Cardiologist or specialist in respiratory medicine. There must be clinical impairment of heart function resulting in the permanent loss of ability to perform physical activities to at least Class 3 of the New York Heart Association classification of functional capacity\*

For the above definition, the following is not covered:

- Pulmonary hypertension secondary to any other known cause. ie not primary

\*NYHA Class 3 – heart disease resulting in marked limitation of physical activities where less than ordinary activity causes fatigue, palpitation, breathlessness or chest pain.

#### **Progressive supranuclear palsy – resulting in permanent symptoms**

Definition: A definite diagnosis of progress supranuclear palsy by a consultant Neurologist. There must be permanent clinical impairment of eye movements and motor function.

#### **Pulmonary artery graft surgery – for disease only**

Definition: The undergoing of surgery on the advice of a Consultant Cardiologist for disease of the pulmonary artery to excise and replace the diseased pulmonary artery with a graft.

#### **Removal of an eyeball – due to injury or disease**

Definition: Permanent surgical removal of an eyeball as a result of injury or disease.

For the above definition the following is not covered:

- Self inflicted injuries.

#### **Respiratory failure – of advanced stage**

Definition: Advanced stage emphysema or other chronic lung disease, resulting in all of the following:



- The need for oxygen therapy for a minimum of 15 hours per day and evidence that daily oxygen therapy has been required for a minimum period of six months
- The permanent impairment of lung function tests as follows;
  - Forced Vital Capacity (FVC) and Forced Expiratory Volume at 1 second (FEV1) being less than 40% of normal.

**Rheumatoid arthritis** – *resulting in a loss of the ability to do specified physical activities*

Definition: 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 be unable to perform three or more of the following activities:

- **Bending** – The ability to get into or out of a standard saloon car, or 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
- **Dexterity** – The physical ability to use hands and fingers, such as being able to communicate effectively using a pen, pencil or keyboard
- **Lifting** – The ability to lift, carry or otherwise move everyday objects by hand. Everyday objects include a kettle of water, a bag of shopping or an overnight bag or briefcase
- **Walking** – The ability to walk a distance of 200 metres on a level surface without the assistance of another person, but including the use of appropriate aids e.g. a walking stick

**Stroke** – *resulting in permanent symptoms*

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

For the above definition, the following is not covered:

- Transient ischaemic attack

**Systemic lupus erythematosus** – *with severe complications*

Definition: A definite diagnosis of systemic lupus erythematosus by a Consultant Rheumatologist resulting in either of the following:

- Permanent neurological deficit with persisting clinical symptoms; or
- The permanent impairment of kidney function tests as follows;
  - Glomerular Filtration Rate (GFR) below 30 ml/min/ 1.73m<sup>2</sup> together with persisting abnormal urinalysis showing proteinuria or haematuria

In addition to the above criteria, the disease must have been unresponsive to disease modifying drugs for a continuous period of at least 12 months.

## Terminal illness

Definition: 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.

For Life only benefits: Our Chief Medical Officer will also need to agree that the illness is expected to lead to death within 12 months.

**Third-degree burns** – *covering 20% of the body's surface area, of 50% loss of surface area of the face, or 30% loss of surface area of the head and neck*

Definition: 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 50% loss of surface area of the face or 30% loss of surface area of the head and neck.

**Total pneumonectomy** – *for physical injury or disease*

Definition: The undergoing of surgery on the advice of a consultant medical specialist to remove an entire lung for any physical injury or disease.

**Traumatic head injury** – *resulting in permanent symptoms*

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

