Income Protection Cover Membership handbook

FLIP/5319/June15



Membership handbook

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Welcome

Thank you for choosing income protection cover from Friends Life Individual Protection

Friends Life Individual Protection products are provided by Friends Life and Pensions Limited, part of the Friends Life group.

Friends Life flexible financial protection is the umbrella plan which provides cover through a series of separate **memberships** for different types and levels of cover.

Your registration certificate will show which type of **membership you** have. Each **membership** will have a separate **handbook**.

This **handbook** explains what is covered by **your** Friends Life Individual Protection Income Protection Cover and what to do if **you** need to make a claim.

Using the membership handbook

The terms and conditions of this **handbook** are the terms and conditions on which **we** intend to rely. For **your** own benefit and protection, **you** should read the terms and conditions carefully. If **you** do not understand any point please ask **us** for further information.

Where the words '**we**', '**us**' or '**our**' are used, this refers to Friends Life and Pensions Limited. The words '**you**' or '**your**' refer to the person, or people, who are entitled to receive the benefits of the **membership**. Words printed in bold type in this **handbook** are defined terms. Defined terms have a specific meaning explained in the 'General definitions' section.

Where **we** refer to **you** or to the **member** and this refers to two people, **we** mean both people jointly unless **we** say otherwise. For example, where **we** say **we** will pay the **benefit** to **you**, **we** mean both schemeholders jointly, we will not pay the **benefit** twice.

Fairness of Terms

(a) In making decisions and exercising discretions given to **us** under the terms and conditions of this **handbook**, Friends Life and Pensions Limited will act reasonably and with proper regard to the need to treat **you** and **our** other customers fairly.

(b) The terms and conditions in **your handbook** will only apply provided that they are not held by a relevant court or viewed by the Financial Conduct Authority or by **us** to be unfair contract terms. If a term is unfair it will, as far as possible, still apply but without any part of it which causes it to be unfair.

General definitions

General definitions

Agreed percentage

65 per cent of the first £10,000 of preincapacity **gross income** a year and 55 per cent of any pre-incapacity **gross income** over £10,000 a year.

Average Weekly Earnings

The measure used by the Office of National Statistics (ONS) which has replaced the average earnings index. This measure is an indicator of short-term earnings growth and provides a monthly estimate of the level of average weekly earnings per employee. Alternatively, if this measure is not published during any period of **your membership** the 'average weekly earnings measure' will be any substituted index or index of figures published by the ONS.

Benefit

The amount that will be payable to **you** as detailed in the 'What you are covered for' section. The maximum benefit available is £150,000 a year.

Benefits in kind

Benefits in kind received by **you** and shown on HM Revenue and Customs form P11D.

Channel Isles

Channel Isles - means for the purposes of this **membership** Guernsey and Jersey only.

Child

Any natural child or adopted child of you, your

spouse or civil partner or any child for which either **you** or **your** spouse or civil partner are the legal guardian or any child where **you** are the step parent, where the child is under the age of 18, or under the age of 21 if not in a **paid occupation** for at least 35 hours per week.

Claims visitor

A nurse or occupational health specialist with experience of dealing with all aspects of income protection insurance who is authorised to act on **our** behalf.

Commencement date

The date **your membership** starts, as shown on **your registration certificate**.

Consultant

A surgeon, anaesthetist or physician who is legally entitled to practise as a consultant in the **UK** or **Channel Isles** in accordance with the laws of the territory in which he or she is practising as a consultant.

Continuing benefits

Any income that **you** receive or become entitled to or waiver of a regular payment due from **you** during **your incapacity**.

This includes:

- regular payments from any other insurances against **incapacity** due to illness or injury
- pension benefits that have arisen as a result of your incapacity

 credit repayment instalments paid or waived due to **your incapacity** under mortgage payment protection policies and under any other form of loan, finance or credit protection policies.

Continuing earnings

The total amount of any wage, salary, dividends, or any income from any occupations (including **benefits in kind)** that you receive, net of any tax.

Continuous health care

The provision of what is necessary for the health, welfare and protection of the **child** compared to a **child** of a similar age who does not have any **incapacity**.

Countries

Australia, Austria, Belgium, Bulgaria, Canada, **Channel Isles**, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hong Kong, Hungary, Ireland, Isle of Man, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, **UK** and USA.

Deferred period

The period of time beginning with **your incapacity** shown on **your registration certificate** where **you** are in **paid occupation**, and three months at all other times.

Dividends

Dividends received by **you** from a private limited company in which **you** are employed as a full time working director.

Endorsement(s)

Change(s) that **you** require and **we** agree to apply to **your membership** after it commences which are recorded in the 'Endorsement' section of **your registration certificate**.

Expiry date

The date **your membership** ends as shown on **your registration certificate**.

Gross income

If **you** are employed, **your** pre-tax earnings for income tax assessment (including any **benefits in kind**) in the 12 months immediately prior to the date of **incapacity** and in addition any **dividends** which represent **your** share in the net trading profit of the company from its normal, regular business during the 12 months prior to **your incapacity**.

If **you** are **self-employed**, **your** pre-tax share of the profit from **your** trade, profession or vocation in the 12 months immediately prior to the date of **your incapacity** which would have amounted to income for the purpose of Schedule D Case I and II of the Income and Corporation Taxes Act 1988, (ie **your** share of pre-tax profit after deduction of trading expenses).

Handbook

This handbook setting out the general terms and conditions of **your membership**.

Hospital

Any NHS hospital or private hospital which has facilities for major surgery or which exists principally for the provision of treatment by **consultants**.

Houseperson's benefit

The maximum **benefit** payable is £15,600 a year whilst **you** are not in a **paid occupation**.

Incapacity/incapacitated

The condition(s) for which **we** will pay the **benefit** as set out in the 'Incapacity/ incapacitated' section of this **handbook**.

Irreversible

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

Limited benefit period

A period of 24 months which may either be a single continuous period or a collection of shorter periods during which the **benefit** will be paid.

Material and substantial duties

The main tasks and duties, which are normally required for the purposes of a **paid**

occupation and which cannot be reasonably omitted or modified.

Maximum benefit

The maximum **benefit** of £150,000 a year.

Membership

The contract between **you** and **us** to provide the **benefit** on the terms set out in this **handbook** and **your registration certificate** together with other documents referred to in the 'Your membership - income protection cover' section.

NHS

National Health Service.

Paid occupation

A remunerative occupation(s) that **you** are engaged in at the date of **incapacity** on either an employed or **self-employed** basis for at least 16 hours per week on a regular basis.

Registration benefit

The amount of 'benefit' as detailed on **your** registration certificate.

Registration certificate

The most recent registration certificate **we** issue to **you**.

Retail Price Index

The general index of retail prices published by the Office of National Statistics (ONS).

Alternatively, if that index is not published during any period of **your membership**, the 'retail price index' will be any substituted index or index of figures published by the ONS.

Self-employed

Working for **yourself** in a trade, profession or vocation and taxed under Schedule D.

Special condition

Any condition **we** set to limit **your** entitlement under **your membership**, as shown in the 'Special conditions' section of **your registration certificate**.

UK

England, Northern Ireland, Scotland and Wales.

We/us/our Refers to Friends Life and Pensions Limited.

You/your/yourself

The person named as the member on **your** registration certificate who is covered under the **membership**.

Your membership – income protection cover

Your membership – income protection cover

Your membership is made up of the following documents:

• your application for cover

This includes **your** initial application and any further applications **you** make where **your membership** is varied. It also includes any declarations **you** made at **our** request when **you** applied for cover.

• your registration certificate and any endorsements

These set out the current details of **your membership**. The 'Special conditions' section of **your registration certificate** shows any **special conditions we** apply to **your membership**.

Your **registration certificate** may also refer to other **memberships** you have under the Friends Life flexible financial protection plan.

We explain how your registration certificate may change in the 'General information' section.

• this handbook

This contains all the general terms and conditions of **your membership**. It is referred to as the 'Friends Life Individual Protection Income Protection Cover **membership handbook**' reference FLIP/5319/June15.

When your membership starts and ends

Your membership starts on the commencement date and is subject to you paying your first premium.

Your membership ends on the earliest of the following:

- the expiry date
- your death
- 30 days after the premium due date where you do not pay any amount. We will allow your membership to continue if you pay any outstanding amount within the 30 day period after it became due
- after we have paid the benefit for the limited benefit period where you have houseperson's cover, as set out in your registration certificate.

Your membership will end if you can no longer claim the **benefit** under your membership as a **deferred period** would continue beyond the **expiry date**.

Failure to disclose a fact, giving false information or failing to tell **us** of a change in **your** health or circumstances in relation to any question in **your** application before cover starts, where done deliberately or recklessly, gives **us** the right to cancel from the start any **membership** issued as a result and may invalidate a future claim. However, where that information was given carelessly, or the failure to disclose relevant information was careless, then **we** will have the right to amend the terms of **your membership** to be consistent with what the terms should have been, based on the correct information. This is unless **we** would not have offered any terms for the **membership** applied for, in which case **we** have the right to cancel the **membership** from the start and return any premiums.

You can end your membership by writing to inform us and providing 30 days notice at the address shown in the 'General information' section.

Term options

There are two term options available:

Fixed term cover

With fixed term cover, **you** select the number of years **you** wish **your** cover to last. **You** can choose between 5 and up to 52 years.

Term to retirement cover

With term to retirement cover **you** can choose any retirement age between 50 and 70.

Additional options

Additional options

Your registration certificate will show if your membership includes any of the following options.

The following are the full list of additional options. These are only applicable if **you** have selected the options and **we** have agreed to provide the options:

- fracture cover
- Global Treatment
- indexation

Fracture cover

If **we** have agreed to provide the fracture cover option, **your registration certificate** will show this option. If **you** suffer one of the fractures shown in the table below, **we** will pay fracture cover benefit to **you**. The amount of the fracture cover benefit **we** will pay is shown in the table below:

Fracture	Fracture cover benefit	
closed fracture of	f the skull	£1,200
open fracture of t	he skull	£2,100
fracture of the ve	rtebra	£900
fracture of the sh	oulder blade	£900
fracture of the jav	V	£900
fracture of the ste	ernum	£900
fracture of the pe	lvis	£1,200
fracture of the wr	ist	£900
fracture of the ha (excluding fingers		£900
fracture of the up	per leg	£2,100

Fracture	Fracture cover benefit	
fracture of the kn	ee	£2,100
fracture of the lower leg		£1,200
fracture of the an	m	£1,200
fracture of the ch	eekbone	£900
fracture of the foo (excluding toes)	ot	£900
fracture of the an	kle	£1,200
fracture of the rib	S	£600
fracture of the co	llar bone	£600

To make a claim for fracture cover benefit **you** must:

- contact **us** to ask for a claim form; and then
- fill in the claim form and return it to **us.**

You must make **your** claim as soon as reasonably practicable.

We will pay the fracture cover benefit to you unless the fracture is classified as fatigue, stress or hairline. The fracture must be diagnosed by a **consultant**.

Where more than one of the above fractures occurs at any time, **we** will only pay fracture cover benefit for one of the fractures. **You** can decide which fracture **you** are claiming for.

We will only pay fracture cover benefit to you for one fracture suffered during any 12 month period. The first 12 month period will start on the **commencement date** and then each subsequent 12 month period will begin on each anniversary of the **commencement date**. **We** will not pay fracture cover benefit for a fracture suffered by a **child**.

Global Treatment

This is only applicable if **you** have selected this option, and **we** have agreed to provide the Global Treatment option, this will show on **your registration certificate**.

This option provides insurance cover for treatment outside the **UK** if the named **member** or their **child** is diagnosed with a specified serious illness or requires a specific medical procedure. The option covers an expert second opinion, consultation visits, hospitalisation and surgery. It also covers travel and accomodation and extends to ongoing medication costs when **you** return to the **UK**.

For the Global Treatment additional option terms and conditions please refer to **your** Global Treatment Terms and Conditions, which is a separate document. Each **member** can only purchase one Global Treatment option with their **membership**. If premiums are collected from **you** on more than one Global Treatment option per **member** then **we** will refund the appropriate premium to **you**.

Indexation

For each of these options, on each anniversary of the **commencement date**, **we** will increase the **benefit** under **your membership**. The amount the **benefit** increases by will depend on the indexation option applicable. If **we** have agreed to provide this option, **your registration certificate** will show which indexation option **you** have of the following:

- Retail Price Index (RPI)
- Average Weekly Earnings (AWE)
- five per cent
- three per cent.

Retail Price Index (RPI) option

On the anniversary of the **commencement date**, **we** will increase the **benefit** in proportion to the increase in the **retail price index** during the first 12 months of the 15 month period immediately before the anniversary of the **commencement date**. The maximum increase on any anniversary will be 10 percent of the **benefit**.

Average Weekly Earnings (AWE) option

On the anniversary of the **commencement date**, **we** will increase the **benefit** in proportion to the increase in the **average weekly earnings** measure over the first 12 months of the 17 month period immediately before that anniversary of the **commencement date**.

Five per cent option

On the anniversary of the **commencement date**, **we** will increase the **benefit** by five per cent a year.

Three per cent option

On the anniversary of the **commencement date**, **we** will increase the **benefit** by three per cent a year.

How does indexation affect your premiums?

You will have to pay an increased premium for any increase in the **benefit**. Your total premium will increase at a higher rate than your **benefit** as **we** will allow for the member's age and remaining term at the time of the increase in the **benefit**.

When **we** write to tell you about the increase in the **benefit**, **we** will tell **you** about the increase in your premium.

Cancelling an increase

You can cancel the increase in the registration benefit and your premium by writing to us within 30 days of the date of our letter telling you about the increase. If you cancel any increases we will cancel your indexation option and no further increases will be made. This will not affect previous increases.

If we are paying the registration benefit to you at the time of the increase, we will increase the registration benefit appropriately.

What you are covered for

What you are covered for

Benefit

We will pay the **benefit** to **you**, subject to **you** complying with the requirements and obligations set out in the 'How to make a claim' section, unless **your** claim is excluded under the circumstances listed in the 'What you are not covered for' section, during any period of **your membership** that **you** are **incapacitated**.

We will pay the benefit monthly in arrears.We will make the first payment of the benefit one month after the end of the deferred period.

The amount of **benefit we** will pay to **you** during **your incapacity** depends on whether or not **you** are in **paid occupation** at the time **your incapacity** arises.

If premiums are collected on more than one Global Treatment option **we** will refund the appropriate premium to **you**.

In paid occupation

If you were in paid occupation when you became incapacitated the amount of benefit we will pay to you each month is the lower of:

- the registration benefit (as increased by any option you have exercised during your membership); or
- the agreed percentage based on your monthly gross income from your paid occupation in the 12 months immediately before you became incapacitated less any continuing earnings and continuing benefits.

If as a result of the above calculation the **benefit** is lower than the **registration benefit** and less than £1,500, then **we** will adjust the **benefit** to the lower of the **registration benefit** or £1,500 less any **continuing earnings** and **continuing benefits**.

If as a result of the above calculation the **benefit** is lower than the **registration benefit** by less than 10 per cent, but more than £1,500 then for the duration of **your** claim **we** will adjust the **benefit** to the **registration benefit** less any **continuing earnings** and **continuing benefits**.

Not in paid occupation

If you were not in paid occupation when you became incapacitated the amount of benefit we will pay to you each month will be the lower of the registration benefit less any continuing earnings and continuing benefits, or the houseperson's benefit.

Linked claims

The **deferred period** will not apply in respect of a claim for a period of **incapacity** which starts within 12 months of the end of a previous period of **incapacity** during which **benefit** was paid and all such periods relate to the same medical condition.

Proportionate benefit

If you are unable to return to the paid occupation in which you were engaged prior to the incapacity but return to another occupation and are on a lower gross income, we will consider paying you a proportionate benefit. The payment of this is conditional upon you remaining unable, as a result of the incapacity, to carry out the material and substantial duties of your former occupation.

Rehabilitation benefit

If you return to the same paid occupation in which you were engaged prior to the incapacity but at a reduced level of income, we will consider paying you the rehabilitation benefit, as set out below, for a maximum period of 52 weeks from the date that you returned to a paid occupation. The rehabilitation benefit is conditional upon your incapacity preventing you from performing your previous occupation at the same level of income.

How to calculate the proportionate or rehabilitation benefit

We will use the following formula:

Proportionate/Rehabilitation benefit =

pre-incapacity gross income – new gross income

x **benefit** payable

pre-incapacity gross income

Hospital in-patient benefit

We will pay the amount set out in this section as hospital in-patient benefit. As long as **you** are not receiving the **benefit**, we will pay one thirtieth of the **registration benefit** at the **commencement date** subject to a maximum of £200 per night:

 for each night you are admitted as an in-patient in hospital during your membership as a direct result of an illness or injury which arises during **your membership**, and

 where your period of hospital confinement is for a minimum period of six consecutive nights for each hospital admission.

We will only pay the hospital in-patient benefit for the period from and including the first night of **your hospital** confinement up to an overall maximum of 90 nights during the lifetime of **your membership** up to:

- the last night of confinement in **hospital**; or
- the date of expiry of the **deferred period**; or
- the 91st night of confinement in **hospital**; or
- the date of death; or
- the expiry date.

Hospital in-patient treatment must be provided by and the overall responsibility must rest with a **consultant** and take place in a **hospital**.

Family carer benefit

We will pay the lower of the **registration benefit** or £1,500 per month for a maximum of 12 months in total throughout the life of the **membership** if **your** spouse, civil partner or **child** fulfills the following definition for at least three consecutive months.

The total loss of the ability to perform routinely at least three of the specified six 'activities of daily living' without the continual assistance of someone else, even with the use of special devices or equipment. The inability being entirely due to illness or injury and not the age of the claimant. We will pay the amount set out in this section as the family carer benefit to **you**, subject to **you** complying with the requirements and obligations set out in the 'How to make a claim' section, unless **your** claim is excluded under the circumstances listed in the 'What you are not covered for' section.

The following are activities of daily living:

- washing this means being able to wash and bathe unaided, including getting into and out of the bath or shower
- dressing this means being able to put on, take off, secure and unfasten all necessary items of clothing
- feeding this means being able to eat pre-prepared foods unaided
- continence this means being able to control bowel or bladder functions, whether with or without the use of protective undergarments and surgical appliances
- moving this means being able to move from one room to another on level surfaces
- transferring this means being able to get on and off the toilet, in and out of bed and move from a bed to an upright chair or wheelchair and back again.

For a **child** under the age of five years, the **incapacity** must be entirely due to illness or injury and result in the need for **continuous health care** throughout the day and night.

Payments will stop if:

• Your spouse, civil partner or child are no longer unable to do three of the six specified activities of daily living, or your

child under five no longer has a need for **continuous health care** throughout the day and night.

- Your spouse, civil partner or child dies whilst the family carer benefit is being paid.
- You are claiming the income protection benefit.
- You die.
- The membership reaches the expiry date.

We will not pay the benefit if:

For civil partners and spouses:

- The condition that resulted in your spouse or civil partner failing the activities of daily living was diagnosed or they suffered symptoms (whether a diagnosis was then made or not) before:
 - the commencement date; or
 - you married your spouse, or entered into a civil partnership with your civil partner.

For a child:

• The condition that resulted in **your child** failing the activities of daily living, or **your child** under five years old needing **continuous health care** throughout the day and night, was diagnosed or they suffered symptoms (whether a diagnosis was then made or not), or either parent received counselling or medical advice for it before the **commencement date** of the **membership**, or before **your** legal adoption or guardianship or becoming a step parent of the **child**;

For a child, civil partner and spouse:

- The condition that resulted in **your child**, spouse or civil partner failing the activities of daily living, or **your child** under five years old needing **continuous health care** throughout the day and night, is brought about by intentional harm inflicted on the eligible **child**, spouse or civil partner by **you**; or
- The condition that resulted in **your child**, spouse or civil partner failing the activities of daily living, or **your child** under five years old needing **continuous health care** throughout the day and night, occurs during any periods that **your** spouse, civil partner or **child** is permanently or temporarily resident outside the **countries**; or
- You, your child, spouse or civil partner does not provide reasonably sufficient medical evidence or such medical evidence is not provided on his or her behalf as requested by **us** in the event of a claim;

or

• You are claiming under your membership.

Trauma benefit

We will pay the lower of six registration benefit payments or £40,000 if during your membership you suffer from one of the illnesses or conditions set out opposite. We will pay the amount set out in this section as the trauma benefit to you, subject to you complying with the requirements and obligations set out in the 'How to make a claim' section, unless your claim is excluded under the circumstances listed in the 'What you are not covered for' section.

Blindness

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.

Deafness

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

Loss of hands or feet

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

Loss of independence

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

The following are activities of daily living;

- washing this means being able to wash and bathe unaided, including getting into and out of the bath or shower
- dressing this means being able to put on, take off, secure and unfasten all necessary items of clothing
- feeding this means being able to eat pre-prepared foods unaided
- continence this means being able to control bowel or bladder functions, whether with or without the use of protective undergarments and surgical appliances

- moving this means being able to move from one room to another on level surfaces
- transferring this means being able to get on and off the toilet, in and out of bed and move from a bed to an upright chair or wheelchair and back again.

Loss of speech

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

Paralysis of limbs

Total and **irreversible** loss of muscle function to the whole of any two limbs.

Trauma benefit is payable in addition to the **benefit you** have under **your membership**.

NHS Doctor

If at the start of a period of **incapacity you** are a doctor in the **UK NHS** and have been in that role for less than five years, then the **deferred period** will cease as follows:

- if the deferred period shown on your registration certificate is six months, then it ceases when full NHS sick pay which is due and payable to you stops; or
- if the deferred period shown on your registration certificate is 12 months, then it ceases when half NHS sick pay which is due and payable to you stops.

Career break

If **you** cease a **paid occupation** at any time during the term of the **membership you** can exercise one of the two career break options:

- if you take a company sponsored career break to obtain a professional qualification and your gross income reduces as a result, you can continue to pay the same premiums and we will treat your gross income as remaining at the same level as at the start of the career break if you become incapacitated during your career break. This is only available for a maximum of 12 months throughout the life of the membership and you must have worked for your employer for 12 months since your last career break. This option is not available during the first 12 months of your membership.
- alternatively, if you cease a paid
 occupation and you inform us of this, we will adjust your premium and your benefit will be restricted to the lower of your
 benefit or the houseperson's benefit and your definition of incapacity will change to houseperson's benefit. This is available for a maximum of 24 months throughout the life of the membership. No career break can last longer than 12 months and there must be a period of at least 12 months between career breaks during which time you are in a paid occupation.

Maternity cover

If you take maternity leave for 12 months or less you will continue to pay the same premiums and we will treat your gross income as remaining at the same level as at the start of your maternity leave. If you become incapacitated during your maternity leave we will consider you to be in the paid occupation you were in before your maternity leave began when assessing your incapacity. If your maternity leave continues after 12 months or you do not return to a paid occupation after this time and you make a claim you will receive the lower of your registration benefit or houseperson's benefit and your definition of incapacity will change to houseperson's benefit.

Therapy benefit

You can claim up to a maximum of £200 in reimbursement for treatment by a physiotherapist, osteopath or chiropractor in each 12 month period regardless of the number of **memberships** held by **you**. The first 12 month period will start on the **commencement date** and then each subsequent 12 month period will begin on each anniversary of the

commencement date.

We will not reimburse costs for:

- Prescription fees and administered medication associated with the treatment.
- Treatment in relation to any condition which is excluded under this **membership**.
- Treatment from a physiotherapist who is not registered as a physiotherapist with the Health Professions Council.
- Treatment from a chiropractor who is not registered as a member of the General Chiropractic Council.
- Treatment from an Osteopath who is not registered as a member of the General Osteopathic Council.

What you are not covered for

What you are not covered for

We will not pay the **benefit**, the family carer benefit, hospital in-patient benefit, trauma benefit, therapy benefit or fracture cover benefit to **you** in any of the following circumstances:

- where **your** claim is excluded by any **special condition**
- failure to disclose a fact, giving false information or failing to tell us of a change in your health or circumstances in relation to any question in your application before cover starts where done deliberately or recklessly gives us the right to cancel from the start any membership issued as a result and may invalidate any future claim. However, where that information was given carelessly or the failure to disclose relevant information was careless, then we will amend the terms of **vour membership** to be consistent with what the terms should have been based on the correct information unless we would not have offered any terms for the membership applied for, in which case we have the right to cancel the **membership** from the start and return any premiums.
- Where your incapacity is caused or arose, in whole or in part. directly or indirectly, from any illness or injury relating to or occurring during a period of residence of more than 13 weeks in any 12 month period outside the countries.

Additional terms apply to fracture cover benefit and are found in the 'Additional options' section.

During any periods that **you** are permanently or temporarily resident outside the **countries**, the only **benefit we** will pay to **you** will be for the three month period following the end of the **deferred period** provided that **you** are **incapacitated** for the whole of that period.

Additional terms apply to family carer benefit, hospital in-patient benefit, therapy benefit and trauma benefit, and are found in the 'What you are covered for' section.

How long will your benefit continue

How long will your benefit continue

The **benefit** is payable from the end of the **deferred period** monthly in arrears until the first of the following occur:

- incapacity ceases
- expiry date
- your death
- until the end of the limited benefit period, if selected.

After **we** have paid the **limited benefit period** for one claim or a number of shorter linked claims **your** claim will stop and **your benefit** will end. In these circumstances, if **you** have houseperson's cover the **membership** will cease, otherwise further premiums will start to be collected when the **limited benefit period** finishes.

Once you have come to the end of your limited benefit period we will only pay a new claim for the same **incapacity** with a new limited benefit period, subject to the following:

- You have returned to a paid occupation for a minimum of six consecutive months following the end of the previous **limited benefit period**.
- Any new claim will be assessed against the paid occupation you have returned to, not the paid occupation you were assessed against in any previous claim.
- A new deferred period will be applied.

If **you** have worked for less than 12 months **we** will annualise the **gross income** earned over that period when carrying out our financial assessment.

Making additional claims if you have a limited benefit period option:

If **you** need to make another **limited benefit period** claim which is not related (directly or indirectly) to an **incapacity** for which a claim has already been made the claim will be subject to the following:

- each claim will be subject to a new deferred period
- each claim will be paid until the end of the **limited benefit period**.

We will only pay one claim at any time.

During any period when **you** are **incapacitated**, **you** must tell **us** as soon as practicable if **you** receive any **continuing earnings** or **continuing benefits**, to allow **us** to adjust the **benefits** accordingly.

In addition to any other recoveries **we** are entitled to make, if **we** are entitled to reduce the **benefit we** pay to **you** in any month as the result of any **continuing earnings** or **continuing benefits**, but **we** do not do so in that month, **we** can reduce any future monthly payment of the **benefit** to **you** by the amount **we** were entitled to for that month.

Incapacity/incapacitated

Incapacity/incapacitated

Different definitions of **incapacity** or **incapacitated** apply depending on whether **you** are in a **paid occupation** or not. Please refer to **your registration certificate** for **your** 'occupation definition'.

In paid occupation

If the illness or injury to which **your** claim relates occurred whilst **you** were in **paid occupation**. If **your registration certificate** shows that the 'own' 'occupation definition' applies, **we** will treat **you** as being **incapacitated** if, and for as long as, **you** are unable, because of illness or injury to perform the **material and substantial duties** of **your** own occupation and **you** are not carrying out any other **occupation**.

Your own occupation means the **paid** occupation at the time of commencement of the **membership** and that **you** were carrying out at the time **your** illness or injury occurred.

If your registration certificate shows that the 'suited' 'occupation definition' applies, we will treat you as being incapacitated if, and for as long as, you are unable, because of illness or injury to perform the material and substantial duties of your own occupation and the material and substantial duties of any occupation to which you are reasonably suited as a result of your education, training or experience and you are not carrying out any other occupation.

Not in paid occupation – Houseperson's benefit

If the illness or injury to which **your** claim relates occurred whilst **you** were not in **paid occupation**, **we** will treat **you** as being **incapacitated** if, and for as long as, **you** are normally and routinely unable, because of illness or injury, to perform two of the following five activities without the continual assistance of another person and/or with the use of appropriate assistive or corrective aids or appliances:

- walking able to walk 200 metres on the flat without having to stop
- bending able to get into or out of a standard saloon car and able to bend or kneel to pick up something from the floor and straighten up
- communicating able to answer the telephone and take a message
- reading having the eyesight required to be able to read a daily newspaper
- writing having the physical ability to write legibly using a pen or pencil.

Changes to your membership

Changes to your membership

You can make various changes to your membership.

At any time **you** may write and ask **us** to change the terms of **your membership**. We will consider **your** request at **our** reasonable discretion. If **you** ask **us** to increase the **registration benefit you** have, **we** can ask **you** to give **us** extra medical, financial or other information to allow **us** to consider **your** request.

If **we** accept **your** request, **we** will provide the increase either:

- under a new membership governed by the terms and conditions we apply at the time; or
- as an increase under your membership.

Any increase in the **registration benefit** will increase **your** premiums. **Your** premiums will increase by the cost of providing the extra **registration benefit**, based on **your** age and **our** premium rates at the time of the increase.

The **benefit** including any increase cannot exceed the following:

- the **agreed percentage** up to a maximum of £12,500 per month
- £1,300 per month for **houseperson's benefit**.

You may only increase your registration benefit up to three times due to any of the following events:

- You have been promoted by your current employer, or started a new job and your salary has increased since the commencement date.
- You get married or become a civil partner.
- You have a child, adopt or become the legal guardian of a child.
- You take out a larger mortgage to move house or make home improvements.
- You become solely responsible for a previously joint mortgage following a separation.

In these circumstances, **we** will provide an increase to **your registration benefit** without **you** providing extra medical evidence, subject to all of the following:

- You write to us to ask for the increase within three months of the event.
- You supply evidence to us related to your reason for the increase, for example; a letter from your employer with details of your salary increase, a copy of your mortgage offer, your child's birth certificate/adoption papers, your marriage/civil partnership certificates as appropriate.

The total of each increase in **your registration benefit** under these options is not more than:

- 50 percent of your registration benefit on the commencement date of your membership; or
- £9,000 a year, whichever is the lower.

In addition **you** may increase **your registration benefit** once by up to £20,000 per year, subject to the following:

• You are employed and as a result of career development or promotions you have had a significant increase in your salary of greater than 20% since your membership began. This can either be as a result of a single pay rise or a series of pay rises over a number of years.

In this circumstance **we** will provide the increase to **your registration benefit** without **you** providing extra medical evidence, subject to the following:

- You write to us to ask for the increase within three months of a pay rise.
- You supply evidence to us from your employer confirming your pay rise.

Each increase is subject to:

- You being under 55 years of age at the time we receive your request for the increase.
- Us offering this type of membership at the time you ask for the increase in your benefit.

- When we accepted your initial application for cover we did not apply premiums above 150 per cent of our standard rates at that time or any special conditions to your membership (if you were not accepted at standard rates this information will be in the terms you received before you accepted the cover. If you do not have this information to hand, please contact us).
- The increase is provided under a new membership governed by the terms and conditions (excluding any option to increase your registration benefit) that we apply when you ask for the increase or, at our option, as an increase to the registration benefit under your membership.
- The amount by which your premiums will increase for the increased registration benefit is greater than the minimum premium for this type of membership at the time you ask for the increase.
- Any increase due to a change made is based on your original registration benefit at the commencement date of your original membership.
- No changes to the benefit payable under your membership will be applicable for an incapacity that arises prior to either a request for a change being made or the circumstance of the change.
- The increased **registration benefit** is not more than the **maximum benefit**.
- The increased registration benefit does not exceed the agreed percentage.

Limited benefit option

If your registration certificate shows you have a limited benefit period you may apply to us to transfer your membership to a membership without a limited benefit period, provided:

- you have not submitted a claim during your membership; and
- your membership is capable of continuing for at least five years if we agree to your request; and
- the answers to the questions on the application form remain the same.

If **we** agree to **your** request **your** premiums will be recalculated.

If you make such an application, we will ask you to complete a declaration of health and we may request further medical evidence as a result. We may then agree to transfer your membership to a membership without a limited benefit period. If we do so, your membership shall continue on the same terms other than with regard to your premiums and any special conditions which we may apply and these will be shown on your new registration certificate.

Premium options

Premium options

Paying your premium

You must pay your premium in advance throughout your membership (except whilst you are receiving the **benefit**). The amount you must pay, and how often, are shown on your registration certificate and any endorsements to it.

If **you** cannot pay **your** premium, contact **us** immediately.

Changing premium

This section explains how **your** premium may change (except for yearly increases if **we** have provided an indexation option – see the 'Additional options' section).

Whenever **we** change **your** premium **we** will write to tell **you** about this at least 60 days before the date the changes take effect.

We may increase your premium in accordance with the reasons set out in the 'General information' section of this **handbook**, as appropriate. In these circumstances, the increase in your premium will be limited to the amount reasonably necessary to cover the increase in cost to **us** of providing cover. Your membership is subject to the payment of a monthly plan fee, which we collect as part of your premium. If you have more than one Friends Life Individual Protection membership we will only charge you a plan fee with your premium on one membership.

If any other Friends Life Individual Protection membership you have ends (for any reason) we have the right to increase the premium on your membership. We will only increase the premium by the amount of any plan fee forming part of the premium of the membership which has ended.

Your registration certificate will show whether **your** premium option is 'guaranteed' or 'reviewable'. The effect of these different options is explained below.

Guaranteed premium

If **your** premium option is guaranteed, **your** premium will remain the same for the term of the **membership** unless:

- premiums increase if the **benefit** is increased, for example if an indexation option is selected; or
- changes to your premium option are required in accordance with the reasons set out in the 'General information' section of this handbook, as appropriate.

Reviewable premium

If **your** premium option is reviewable, **we** may increase or decrease **your** premiums on the fifth anniversary of the **commencement date** and at the end of every following five year period.

When **we** decide what premium **we** charge under this option, **we** make assumptions about the future level of inflation, claim costs, expenses, lapses, investment returns, taxes and levies. When **we** review **your** premium under this option, **we** consider if the combined effect of these factors is better or worse than **we** had assumed and if, as a result, the cost of the cover needs to account for this. **We** may, as a result, increase or reduce **your** premium by the amount **we** reasonably believe is necessary.

As a result of **our** review, if **your** premium needs to increase, **you** can tell **us** to keep the premium the same and reduce the amount of **benefit** instead. Alternatively, **you** can cancel the **membership** and stop paying premium altogether.

We may also increase your premiums under this premium option in accordance with the reasons set out in the 'General information' section of this **handbook**, as appropriate.

How to make a claim
How to make a claim

If you wish to make a claim in relation to your membership, please contact us at:

Friends Life Individual Protection – Claims department PO Box 569 Friends Life Centre Bristol BS34 9FE.

Or telephone **us** on 0845 641 6610. Calls may be recorded and may be monitored.

You must make your claim as soon as you reasonably can and contact us either in writing or by telephone. You should continue to pay your premium until we have confirmed your claim has been accepted.

To ensure **we** are able to manage **your** claim, wherever possible, please contact **us** within the following timescales, based on the **deferred period** as shown on **your registration certificate**.

Deferred period	Notification period
1 month	within 2 weeks of incapacity
2 months	within 3 weeks of incapacity
3 months	within 4 weeks of incapacity
6 months	within 4 weeks of incapacity
12 months	within 4 weeks of incapacity
24 months	within 4 weeks of incapacity

If **you** do not contact **us** within these time periods, **we** reserve the right to treat the **deferred period** as not having started until the date on which notification is received. Where notification of **incapacity** is received more than 90 days after the end of the **deferred period**, and it was reasonably practicable for **you** to have done so, then **we** reserve the right not to make payment of any **benefit**.

We will not pay any **benefit** until the end of the **deferred period**.

Where we reasonably consider that you have misled us (deliberately or recklessly) by either giving **us** false information or by keeping relevant information from us relating to your claim which materially affects **your** claim we shall have the right to cancel **vour** membership with immediate effect. However, where that information was given or omitted carelessly or a failure to disclose relevant information was careless then we shall have the right to amend **your** claim to reflect what we would have done based on the correct information. This may involve adjusting any **benefit** payable or, if the claim would no longer be valid. benefit will cease with immediate effect.

Once **you** have notified **us** of a claim, **you** must contact **us** immediately if **you** subsequently recover from **your** illness or injury such that **you** are no longer **incapacitated**. When initially notifying **us** of a claim, **you** will need to provide **us** with the following information:

- the registration number under which you are making a claim, this can be found on the registration certificate. However if you cannot locate this, we will be able to assist but will need to know:
 - your name, your date of birth and your address
- the nature of the incapacity, the date it commenced and if applicable, the date you were first absent from your paid occupation
- if claiming for family carer benefit, fracture cover benefit, hospital in-patient benefit or trauma benefit:
 - details of any illness or injury your child, spouse or civil partner suffers; or
 - details of your fracture; or
 - details of your hospital stay; or
 - details of any illness or injury you suffer if you are claiming for trauma benefit
- if **you** wish **us** to deal with a third party on **your** behalf, then please provide full contact details.

Once **we** have all this information, **we** will be able to confirm that a claim can be submitted to **us** to consider and **we** will then forward a claim form, reply paid envelope and a short aid detailing the next steps required for the claim to be assessed. **We** may also contact **you** by telephone to obtain more information regarding **your** circumstances.

You must return the claim form to us giving us any written information or proof we reasonably require to establish your claim.

In certain instances, **we** may ask for a **claims visitor** to visit to assist **you** in completing the claim form. The visit will be arranged at a mutually convenient time, and the **claims visitor** will have a letter of introduction from Friends Life Individual Protection together with proof of identity. On rare occasions, visits may occur unannounced.

We may also ask for the following evidence, in connection with **your** claim, including but not limited to:

- your age
- a medical report and/or medical records
- your earnings for the 12 months immediately prior to your incapacity
- your occupation and the duties involved (unless you are claiming under the houseperson's benefit)
- a certificate for your hospital stay of six consecutive nights or more.

In order to establish that **you** have an **incapacity**, **we** may require that **you** undergo an independent medical assessment. **We** will pay for the cost of this assessment. If **you** are outside the **countries**, **we** may require that **you** return to the **UK** to fulfil this request. However, **we** will not pay **you** for any expenses incurred returning to the **UK**.

You must ensure that any action we reasonably require from you, including, without limit, consent to provide medical forms and attendance at a medical examination is provided. If you fail to comply with any reasonable request we may delay or suspend payment of any benefits.

During **your** claim **we** may ask **you** to provide **us** with continued evidence to support **your** claim. **We** may request further evidence similar to that **we** might obtain when **we** initially assessed **your** claim. Again, **we** will pay for reports and evidence that **we** request.

We will also consider any medical reports or additional information that **you** wish to provide in support of **your** claim.

If **you** do not provide **us** with any information that **we** believe to be reasonable to support **your** continued claim, **we** may cease payments.

Family carer benefit

When claiming for family carer benefit for a **child** under the age of five **we** may ask for the following evidence in connection with the claim, and any other medical evidence as **we** might reasonably require:

• Copies of any objective assessments undertaken in order to establish treatment requirements, or to assist with the objective assessment of a **child's** status and care needs. These will be typically undertaken by treating doctors, health visitor, nurse, occupational therapist, physiotherapist or other allied health practitioner.

• An independent medical assessment.

Therapy benefit

To claim **you** must contact **us** within 90 days of receiving **your** treatment, unless it was not reasonably possible to do so. When **you** call **you** will need to have information relating to the treatment and the physiotherapist, osteopath or chiropractor providing the treatment. This should include treatment details. **We** will then send **you** a form to complete and return with a receipt for the treatment.

We may ask you for medical reports and other information about your treatment. You must provide any information or proof requested to support your claim that we request.

Payment of benefit

When **we** have admitted **your** claim, **we** will pay **your benefit** monthly in arrears. The first payment will usually be made one month after the end of the **deferred period**. Unless otherwise agreed by **us**, **we** will make regular payments electronically.

Ongoing review

Whilst a claim is in progress, if there is a change to the amount of **continuing earnings**, or **continuing benefits you** receive, **we** may alter the amount of **benefit we** pay to **you** in the future (including any **benefits in kind**).

If **you** have any additional benefit from other insurance policies or **you** are in receipt of income

as a consequence of **your incapacity**, this will also be taken into account when determining the maximum **benefit** payable to **you**.

Premium waiver

If **you** become **incapacitated**, **we** will waive **your** premium three months after **your** incapacity if **your deferred period** is three months or more until **you** are no longer **incapacitated**.

If **your deferred period** is one month then **we** will waive **your** premium after one month of incapacity; and if **your deferred period** is two months then **we** will waive the premium after two months. This will apply until **you** are no longer **incapacitated**.

Subrogation – taking over your claim against another person

We retain our rights of subrogation over any claim you have against a third party for the cause of your incapacity. You must notify us if you take any action against a third party before any claim is settled by us.

Your right to cancellation

Your right to cancellation

You have the right to cancel the **membership** and have any premium paid refunded if **you** cancel within the 30 day period from the date **you** receive **your registration certificate** and this **handbook**.

Confirmation of **your** request to cancel should be in writing sent by post to the contact details below.

Once **we** have been notified of **your** request to cancel (within the 30 day period) **we** will refund any premium that **you** have paid to **us**.

If **you** wish to cancel **your membership** at any other time, please write to **us** at:

Friends Life Individual Protection PO Box 569 Friends Life Centre Bristol BS34 9FE. Tel: 0845 600 3122. Calls may be recorded and may be monitored.

We will write to you to confirm the cancellation of your membership.

Please note that outside of the initial 30 day cancellation period, no refund of premiums will be due unless:

- you have paid an annual premium and you cancel your cover before the next premium is due. In this case, provided no claim has been made, we will give you a pro-rata refund but we will deduct the discount you would have received in that year for paying an annual premium; or
- you cancel your membership in accordance with changes to these terms and conditions outlined in the 'General information' section.

Friends Life Individual Protection **memberships** have no surrender value.

General information

General information

Changes to your registration certificate

If we need to change any details on your registration certificate, or add new details to it, we will send you a new registration certificate or endorsement providing the most up to date details of your membership and will replace any earlier registration certificate (including any endorsements to it). Your registration certificate will show the date on which it replaced the earlier registration certificate.

Surrendering your membership

Your membership has no surrender value. You will not receive any **benefits** or refund of premium when **your membership** ends.

Changes to these terms and conditions

a) **We** reserve the right from time to time by giving **you** 60 days' notice, so far as it is practicable to do so, to make such changes or additions to this **handbook** as may reasonably be required to reflect:

- any change of law, regulatory requirement or taxation; or
- changes to services relating to your membership supplied to us by third parties which are outside of our control or which require additional expenditure by us
- changes in circumstances or the happening of any event which is outside of our control which means that the membership's terms and conditions operate in a way which is unfair to you or our other members

- changes resulting from the introduction of new systems, services, and changes in technology outside of **our** control
- changes in circumstances or the happening of any event which is outside of **our** control and which makes it impossible, impracticable or economically unviable for **us** not to make a change to the terms and conditions, provided that any such change is not unfair to **you** or **our** other members
- changes required to remedy obvious errors.

b) We reserve the right, from time to time, to make changes or additions to this handbook for any administrative or other reason, which may or may not have a detrimental effect on you and which are not set out in a) above. If you suffer a material detriment as a result of a change or addition to this handbook under this paragraph b), you may notify us and you will be free to cancel your membership. In that case, we will give you a pro-rata refund of any premium you have already paid for the period following the date of the cancellation, unless a claim for benefit has already been made under your membership.

Changes to your membership

Only we can make any changes to your membership, confirm any changes you have asked for or decide not to enforce any of our rights. Any change to your membership will come into force only when confirmed by us in writing.

If **we** delay **our** decision to enforce **our** legal rights, this does not prevent **us** from enforcing those rights in the future.

Information you must give us

If **you** change **your** address, **you** must write to tell **us** as soon as reasonably possible.

You must notify us within six months of the date you cease to have a paid occupation.

You must notify us if you begin to receive regular pension payments after your membership commenced.

You must notify us if you receive income from any **paid occupation** or occupations during any period of **incapacity**.

Written communication

If **you** write to **us**, **you** must send that letter to: Friends Life Individual Protection PO Box 569 Friends Life Centre Bristol BS34 9FE.

You and **we** can assume that a letter has been received three days after it was sent by first class post.

Choice of law

Friends Life and **you** have a free choice about the law that can apply to a contract. Friends Life proposes to choose the law of England and Wales and by entering into this contract **you** agree that the law of England and Wales applies.

Jurisdiction

The Courts of England and Wales have non-exclusive jurisdiction over any claim, dispute or difference which may arise out of, or in connection with, the terms and conditions of this **handbook**.

Getting in touch

Getting in touch

Our helpline is always the first number to call if **you** need help or support or if **you** have any comments or complaints. Please call **us** on 0845 600 3122. Calls may be recorded and may be monitored.

Alternatively, you can write to us at:

Friends Life Individual Protection PO Box 569 Friends Life Centre Bristol BS34 9FE.

Making a complaint

Please contact **our** Customer Relations Team using the contact details above.

To see **our** procedures for dealing with complaints, please ask for **our** 'We Listen' leaflet.

If **you** are not satisfied with **our** response **you** can contact:

The Financial Ombudsman Service

Exchange Tower London E14 9SR.

Telephone: 0800 023 4567 or 0300 123 9123

www.financial-ombudsman.org.uk

Email: complaint.info@financial-ombudsman.org.uk

Please let **us** know if **you** want a full copy of **our** complaints procedure.

If **you** are not satisfied with **your membership** for any reason, **we** would of course try to address **your** concerns. However, this would not affect **your** right to make a complaint to the Financial Ombudsman Service nor any other legal rights which might be available to **you** with regard to this **membership**.

The Financial Services Compensation Scheme (FSCS)

In the unlikely event that **we** cannot meet **our** financial obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme. This will depend on the type of business and the circumstances of **your** claim. The FSCS may arrange to transfer **your membership** to another insurer, provide a new **membership** or, where appropriate, provide compensation.

Further information about compensation scheme arrangements is available from the FSCS on 020 7741 4100 or on its website www.fscs.org.uk For more information, please contact us on:

- **0845 600 3122**⁺
- Friends Life Individual Protection, PO Box 569 Friends Life Centre, Bristol, BS34 9FE

[†]Calls may be recorded and may be monitored

This document is available in other formats.

If you would like a Braille, large print or audio version of this document, please contact us.

Friends Life and Pensions Limited

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