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OFFICE OF FAIR TRADING

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Report to the Office of Fair Trading

# *Core Terms Products*

## *Volume 3 of 3*

# *Critical Illness Insurance*

Final Report - 24 February 1998

**The findings of this research are made available as a basis for further discussion. The views expressed are those of the Consultants and do not necessarily represent the views of the Office of Fair Trading.**

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# **1. Introduction and Overview**

## **1.1 Introduction**

The Consultants were retained by the OFT (Office of Fair Trading) for the Phase 2 of the PMI Core Terms Project. The project brief included a review of PHI (permanent health insurance), CII (critical illness insurance) and LTCI (long term care insurance). This report volume deals exclusively with CII business.

## **1.2 Reliances and Limitations**

This report has been based on CII market experience and on the limited desk research carried out for the purposes of the project. The primary research inputs were the policy wordings obtained from selected CII insurers. This report does not purport to represent a comprehensive current view of the individual consumer product offerings of all the CII insurers in the UK.

The scope of the research and the report was restricted to a selection of individual consumer CII products for the UK. Accordingly, we have not reviewed group CII products.

## **1.3 Methodology**

Our approach has been to review the literature obtained for the purposes of the project from a selection of the leading CII insurers in the market, for individual consumer CII business. We have then proceeded to build a generic CII Core Terms product structure that could potentially be utilised by most CII insurers in the UK. Although the Core Terms product structure took account of several actual CII products, it is not based on any particular CII product. Rather, it is an invention of the report authors, who made judgmental decisions on the more interesting product elements.

Our approach also tried to build the CII Core Terms product structure from the viewpoint of an interested informed consumer who was a potential CII customer. Our starting point was that such a consumer would wish to compare the product features of competing potentially interesting products. In order to facilitate such comparisons, it would be important to compare the policy definitions, general conditions and general exclusions applied by competing CII insurers.

## **1.4 Executive Summary**

The methodology was based on desk research. Although we reviewed the CII products offered to individual consumers by several CII insurers, we did not base the product template on any CII product. Rather, it is a personal view based on an amalgam of several CII products, overlaid with our (arbitrary) interpretation of preferred product definitions and product design elements. Based on the work carried out for this study, our principal conclusions are set out below:

1. Most of the leading CII insurers seem to have developed their own preferred policy definitions, general conditions and exclusions. Although some of the reasons are historical, we suspect that competitive market pressures have encouraged some insurers

to make their products difficult to compare with those of their competitors.

2. We found the definitions of the medical conditions that would give rise to an eligible claim especially confusing, in so far as each insurer seems to have their views on medical matters. We would expect the lay reader to be even more confused, if they were to take the trouble to compare the medical definitions between the various insurers. We believe that the public would be better served by some standardisation on the technical definitions of medical terminology and the associated critical illnesses.
3. We found the definitions of the ADLs that would give rise to an eligible claim especially confusing, in so far as each insurer seems to have their views on ADL matters. We would expect the lay reader to be even more confused, if they were to take the trouble to compare the ADLs between the various insurers. We believe that the public would be better served by some standardisation of the technical definitions of ADLs.
4. A by-product of this report is that some CII insurers may be encouraged to review their policy wordings in the light of these CII and moves towards a common set of policy definitions, conditions and exclusions, if only to help vulnerable consumers to understand exactly what is on offer and how it stacks up against the competition.
5. We have focused on the generic technical product design features, rather than on the commercial aspects that are subject to competitive market pressures.
6. Annex A contains the CII Core Terms, which is a series of numbered product elements that can be used to specify a CII product. There will not be an exact fit with actual CII products, due to policy wording differences between the CII insurers.
7. Our overall conclusion is that it is possible to introduce the notion of a CII Core Terms 'standard', with the specific variations required by CII insurers being noted as additions or subtractions to the standard CII product. Furthermore, the existing CII products can be measured against this standard, and interpreted by informed trade journalists and others, in the public interest. Given that most individual CII consumers are planning for lifetime coverage, it is important that they are in a position to make informed choices of CII suppliers. Our thesis is that these choices will be better informed if CII insurers are required to justify their CII products against a 'standard' product.

## 2. Benefits

### 2.1 Purpose of the Policy

The purpose of the **Policy** is to provide **Benefits** in the event of accident or sickness occurring during the **Period of Cover** which results in the **Life Assured** having a specified **Critical Illness**. The **Benefits** available are payable to the **Policyholder** subject to the **Benefit** terms, exclusions from cover and the conditions set out in the **Policy**.

### 2.2 Critical Illness Benefit

We will pay you **Critical Illness Benefit** if the **Life Assured** survives for a period of 15 days after the occurrence of one of the specified **Critical Illnesses**. The amount of the **Critical Illness Benefit** that we will pay you is stated in your **Schedule** (including subsequent increases if appropriate).

On payment of the **Critical Illness Benefit** no further **Benefits** will be payable in respect of that **Life Assured** and unless your **Schedule** states that there is another **Life Assured** under the **Plan** the **Plan** will terminate.

### 2.3 Children's Critical Illness Benefit

If the **Life Assured** (either as a parent or as a legal guardian) is responsible for a child or children who is/are aged between 30 days and 18 years and who is/are financially dependent on the **Life Assured**, and if one of these children survives for a period of 15 days after the occurrence of a **Critical Illness**, we will pay you a sum equal to 50% of the **Critical Illness Benefit** stated in your **Schedule** (including 50% of any subsequent increases if appropriate) subject to a maximum payment of £25,000.

Only one claim for **Children's Critical Illness Benefit** can be made in respect of each child and, if a claim is made in respect of one child under more than one plan or policy with us (whether on the life of one parent or legal guardian or on the lives of different parents or legal guardians) the maximum payable by us under all the policies will be £25,000.

We will not pay **Children's Critical Illness Benefit** if the **Critical Illness**:

- a) constitutes **Blindness, Loss of Hearing, Loss of Limbs, Loss of Speech** or **Major Burns**.
- b) arises directly or indirectly from, is aggravated by, any of the following:
  - i. self-inflicted injury whilst sane or insane
  - ii. the taking of drugs (other than at the direction of a Registered Medical Practitioner), alcohol or narcotics.
  - iii. unreasonable failure to seek or follow medical advice
  - iv. injury inflicted by a parent or legal guardian

- v. unreasonable failure by the child's parent or legal guardian to seek or follow medical advice given for their children
- c) existed prior to any one or more of:
- i. the date that the **Plan** was entered into;
  - ii. the child attaining the age of 30 days;
  - iii. the legal adoption of the child (if applicable; and whether or not diagnosis was made or any symptoms were evident.

A claim for **Children's Critical Illness Benefit** will not terminate the **Plan**.

## 2.4 Payment of Benefit on Death

If the **Life Assured** dies whilst this **Plan** is in force then **we** will pay **you** a sum equivalent to the **Contributions** paid or payable in respect of that **Life Assured** during the first 12 months of the existence of the **Plan**.

On payment of the above **Benefit** no further **Benefits** will be payable in respect of that **Life Assured** and unless your **Schedule** states that there is another **Life Assured** under the **Plan** the **Plan** will terminate.

## 2.5 Waiver of Contribution Benefit

If **your Schedule** or any endorsement states that **you** have selected **Waiver of Contribution Benefit**, then provided satisfactory proof has been received by us that the **Life Assured** has suffered and is suffering from a period of **Incapacity**, we will waive payment of all or, in the case of annual **Contributions**, part of the **Contributions** due during the period of **Incapacity** in the manner and subject to the provisions set out below. The availability of **Waiver of Contribution Benefit** is subject to the following conditions:

- a) it will not be available during the first 3 month period of Incapacity (although provided **you** subsequently qualify for **Waiver of Contribution Benefit** we will refund any **Contributions** paid in respect of that 3 month period); and
- b) it will not be available in respect of any **Contributions** (or part of such **Contribution**) due on or after the anniversary of the **Commencement Date** preceding the **Life Assured's** 65<sup>th</sup> birthday.

We will not pay **Waiver of Contribution Benefit** if the **Critical Illness** arises directly or indirectly from, is aggravated by, any of the following:

- i. self-inflicted injury whilst sane or insane
- ii. the taking of drugs (other than at the direction of a Registered Medical Practitioner), alcohol or narcotics.
- iii. unreasonable failure to seek or follow medical advice

In addition, no **Waiver of Contribution Benefit** will be available:

- a) if any **Contribution** (or part of any **Contribution**) is outstanding; or
- b) in respect of any **Incapacity** attributable to pregnancy or childbirth or complications arising therefrom (unless the **Incapacity** extends beyond a date three months after the conclusion of such pregnancy, in which case the **Incapacity** will be deemed to have commenced three months after the conclusion of the pregnancy).

## 2.6 Waiver of Monthly Contributions

If **your Contributions** are payable on a monthly basis under the **Plan** then, provided you qualify for **Waiver of Contribution Benefit**, we will waive each **Contribution** falling due within the period of **Incapacity**.

## 2.7 Waiver of Annual Contributions

If **your Contributions** are payable on an annual basis under the **Plan** then, provided you qualify for **Waiver of Contribution Benefit**, we will waive such proportion of that **Contribution** that equates to the number of complete monthly **Contributions** which would have been waived if the Plan were written on a monthly basis (with the same **Commencement Date**). Alternatively, if the entire annual **Contribution** has been paid, we will refund the relevant proportion. All further **Contributions** will be waived for as long as the **Incapacity** of the **Life Assured** continues. On the **Life Assured's** return to work any outstanding proportion of the annual **Contribution** will become due and payable at that time.

## 2.8 Automatic Increase Option

If **your Schedule** refers to the Automatic Increase Option we will, on each anniversary of the **Commencement Date**, increase the amount of the **Critical Illness Benefit** payable under this **Plan** by the percentage **you** have previously agreed with **us** by reference to the **Index** (as set out in **your Schedule**).

**You** may reduce the amount of the annual increase or remove the option at any time. If **you** subsequently ask **us** to increase your annual percentage increase over and above the level previously agreed and set out in your **Schedule**, **we** may require **you** to provide **us** with such evidence of the **Life Assured's** continued good health and/or insurability as **we** reasonably require. **We** will also normally require a minimum of one month notification prior to the next anniversary of **your Commencement Date**.

Where the **Benefits** are increased under this option, **your Contributions** will also be increased to a level which, according to **our** calculations, is sufficient to sustain the increase in the **Benefits** payable and which meet **our** minimum requirements for **Contribution** increases (details of which are available from **us** on request). If the full amount of **your** elected Automatic Increase Option is not taken in one year this option will be cancelled.

## 2.9 Ad hoc increases/decreases Option

**You** may at any time request ad hoc increases or decreases to the amount **Critical Illness Benefit** payable under **your Plan**.

In the case of increases, **we** may require **you** to provide **us** with such evidence of the **Life Assured's** continued good health and/or insurability as **we** reasonably require. Where the amount of Benefits payable under this Plan are increased, your Contributions will also be increased to a level which, according to **our** calculations, is sufficient to sustain the increase in the **Benefits** payable and which meet **our** minimum requirements for **Contribution** increases (details of which are available from **us** on request). Ad hoc increases will be dealt with by the issue of a new Plan on our normal terms and conditions in force at that time.

## 2.10 Contract Renewal Option

At the end of the **Selected Contribution Period**, you may elect to renew the **Plan** for such further period as we may agree. There will be no requirement to provide **us** with evidence of the **Life Assured's** continued good health or any other evidence of continued insurability. Where **you** make an election to renew **your Plan** we will carry out a **Review** of **your Plan** and, where appropriate, **we** may increase **your Contributions** to a level which, according to **our** calculations, is sufficient to sustain the increase in the **Benefits** payable and which meet **our** minimum requirements for **Contribution** increases (details of which are available from **us** on request).

## 2.11 Replacement Option

If, following a **Review**, the amount of **Critical Illness Benefit** payable under this **Plan** is at any time reduced during the term of this Plan **you** may elect within 1 month of such reduction to take out a new **Plan** with the **Company** (subject to the **Company's** normal terms and conditions) without any requirement to produce evidence of continued good health or any other evidence of continued insurability.

The amount of **Critical Illness Benefit** payable under the new **Plan** may not exceed the amount by which this **Plan** has been reduced and must meet **our** minimum requirements for **Contribution** increases (details of which are available from **us** on request). If **Waiver of Contribution Benefit** is available under **your Plan** this option will not be available during any period of **Incapacity**.

Where, at the time of exercising any of these options, the **Company** is no longer issuing this **Plan** the **Actuary** may, at his/her discretion specify an equivalent option to take out a new **Plan** of a class which, at that time, is being issued by the **Company** and that equivalent option may be offered to the **Planholder** in substitution for the previous option.

## 2.12 Option to change the Life Assured

This option allows **you** to cancel the **Plan** and replace it with a new **Plan** with a different **Life Assured** or alter the **Plan** by substituting a different **Life Assured**, subject to such reasonable requirements as **we** may specify.

We may require **you** to provide **us** with such evidence of the **Life Assured**'s good health or any other evidence of the **Life Assured**'s insurability as **we** reasonably require. Where appropriate, we may also increase **your Contributions** to a level which, according to **our** calculations, is sufficient to sustain the increase in **your** level of **Benefits**.

## 2.13 Special Event Option

This option allows **you** to increase the amount of **Critical Illness Benefit** payable under **your Plan**, without any requirement to provide evidence of continued good health or any other evidence of continued insurability. It is available provided **you** exercise the option within 3 months of the happening of any of the following events:

- a) the marriage of the **Life Assured** or, if there is more than one **Life Assured**, the marriage of the **Lives Assured** to each other, but, in either case, excluding re-marriage to a former spouse;
- b) the birth of a child (or children) to, or legal adoption of a child (or children) by, the **Life Assured**; or
- c) the divorce of the **Life Assured**.

We may require **you** to provide **us** with such evidence as **we** may reasonably require to satisfy ourselves that the special event has taken place.

The maximum increase in the amount of your **Critical Illness Benefit** for each event giving rise to an exercise of the option will be the lesser of £100,000 and 50% of the amount of **Critical Illness Benefit** at the date of exercise of the option (or such higher amount as **we** may allow). If this **Plan** is one of two or more identical **Plans** then the limit referred to above will apply to the total increase under all **Plans** in respect of each event giving rise to the exercise of the option. In addition, following the exercise of the option the amount of **Critical Illness Benefit** under any other **Plan** issued by the **Company** on the **Life Assured** or either **Lives Assured** in the case of a dual life **Plan** must not exceed £500,000.

The option will not be available once the **Life Assured** (or either **Lives Assured** in the case of a dual life **Plan**) is aged 55. If **Waiver of Contribution Benefit** is available under your **Plan** the option will not be available during a period of **Incapacity**.

Where the amount of **Critical Illness Benefit** is increased following the exercise of the option **your Contributions** will also be increased to a level which, according to **our** calculations, is sufficient to sustain the increase in the amount of **Critical Illness Benefit**. Any increases must meet **our** minimum requirements for **Contribution** increases (details of which are available from **us** on request). Increases will be dealt with by the issue of a new **Plan** on our normal terms and

conditions in force at that time.

Where, at the time of exercising any of these options, the **Company** is no longer issuing this **Plan** the **Actuary** may, at his/her discretion specify an equivalent option to take out a new **Plan** of a class which, at that time, is being issued by the **Company** and that equivalent option may be offered to the **Planholder** in substitution for the previous option.

## 2.14 Mortgage Increase Option

This option allows **you** to increase the amount of **Critical Illness Benefit** payable under **your Plan**, without any requirement to provide evidence of continued good health or any other evidence of continued insurability. It is available provided **you** exercise the option within 3 months of a further advance either to purchase a new home or improve on an existing home and is subject to the following conditions:

- a) at the time of increasing the amount of **Critical Illness Benefit** the **Plan** must be used or intended to be used in connection with a mortgage or mortgages on the **Life Assured's** main residence with a recognised financial institution; and
- b) the **Life Assured's** mortgage must have been altered or a new mortgage commenced by advancing a further sum to the **Life Assured** to enable him/her to purchase a new main residence or to improve his/her existing main residence.

We may require **you** to provide **us** with such evidence as **we** may reasonably require to satisfy ourselves that the option is available.

The maximum increase in the amount of your **Critical Illness Benefit** for each event giving rise to an exercise of the option will be the lesser of £100,000 and 50% of the amount of **Critical Illness Benefit** at the date of exercise of the option (or such higher amount as **we** may allow). The increase allowable will also be subject to a maximum increase pro rata to the percentage increase in the total amount of mortgage monies advanced to the **Life Assured**. If this **Plan** is one of two or more identical **Plans** then the limit referred to above will apply to the total increase under all **Plans** in respect of each event giving rise to the exercise of the option. In addition, following the exercise of the option the amount of **Critical Illness Benefit** under any other **Plan** issued by the **Company** on the **Life Assured** or either **Lives Assured** in the case of a dual life **Plan** must not exceed £500,000.

The option will not be available once the **Life Assured** (or either **Lives Assured** in the case of a dual life **Plan**) is aged 55. If **Waiver of Contribution Benefit** is available under your **Plan** the option will not be available during a period of **Incapacity**.

Where the amount of **Critical Illness Benefit** is increased following the exercise of the option **your Contributions** will also be increased to a level which, according to **our** calculations, is sufficient to sustain the increase in the amount of **Critical Illness Benefit**. Any increases must meet **our** minimum requirements for **Contribution** increases (details of which are available from **us** on request). Increases will be dealt with by the issue of a new **Plan** on our normal terms and conditions in force at that time.

Where, at the time of exercising any of these options, the **Company** is no longer issuing this **Plan** the **Actuary** may, at his/her discretion specify an equivalent option to take out a new **Plan** of a class which, at that time, is being issued by the **Company** and that equivalent option may be offered to the **Planholder** in substitution for the previous option.

## 2.15 Unit Linking

The product is written as a unit linked contract, with notional investments in **Units** and the cancellation of **Units** to pay the risk charges and the management charges. The key features of the unit linking of the funds are set out below.

- a) The **Fund** is such fund (or funds) as is selected by us for the purpose of measuring investment experience. The **Fund** is maintained as a separately identifiable account by us for the purpose of calculating benefits under policies, which include this **Policy**. Should we consider that it has become impracticable or uneconomical to make the **Fund** available for further notional allocations or should legislation or the Inland Revenue regulations require it, we reserve the right to change the fund to which further notional allocations are made at any time without notice.
- b) A **Management Charge** will be deducted from each **Fund**. The rate of this charge at the **Commencement Date** of this **Policy** is one three hundred and sixty fifth ( $1/365$ ) of 1% per day of each **Fund's** value. However, should we consider it necessary, for example in order to cover unexpected increases in costs, we reserve the right to vary this charge to a rate determined as being reasonable from time to time by us. **Fund** Valuations for the purpose of calculating the Management Charge will be made without adjustment for prospective liability to Capital Gains Tax or any other charge.
- c) Each **Fund** is divided into **Units** which may be grouped into units of different series. **Units** of a series are of equal value to all other units of the same series in the same **Fund**.
- d) The **Fund** will be valued at such intervals as we may determine.
- e) **Unit Values, Offer Prices and Bid Prices** of units of a fund will be determined simultaneously at these **Valuations**.
- f) Each **Fund** will be credited with the income, capital gains and other receipts of that **Fund**. When units are created in a **Fund** an amount equal to the value of those units will be credited to the **Fund**.
- g) Each **Fund** will be debited with duties and charges on the purchase and sale of **Fund** assets, expenses, costs, **Management Charges** and amounts determined by us in respect of actual or prospective taxes on income or capital gains. Each **Fund** will also be debited with amounts determined by us as fair and appropriate shares of any other taxes or levies made on us. When units in a **Fund** are cancelled their value will be debited to the **Fund**.
- h) The **Offer Unit Values** and the **Bid Unit Values** in respect of the **Fund** will be

determined on the following bases:

- i. The value of the quoted investments in the case of **Offer Unit Values** will be based on the lowest available market dealing offer prices and in the case of **Bid Unit Values** will be based on the highest available market dealing price.
  - ii. The valuation of property investments will have regard to any valuations prepared and certified by independent valuers appointed by us and will make due allowance for any variations since such valuations for all expenses including those of managing, maintaining and valuing properties.
  - iii. The valuation of any other investments will be determined having regard to such relevant factors as we consider appropriate.
- i) The **Offer Price** of units is the price at which the appropriate percentage, as shown on the **Policy Face**, of each Basic Premium will be notionally allocated to units by us. The **Offer Price** is determined by multiplying the **Offer Unit Value** by 100/95 to allow for an initial management charge and rounding up the result by not more than 1%.
  - j) The **Bid Price** of units is the price at which notional cancellations of units will be made for the **Policy Charges** and **Cover Charges**. The **Bid Price** is determined by rounding down the **Bid Unit Value** by not more than 1%.

## 3. General Conditions

### 3.1 Actuarial Discretion

In carrying out any of the tasks which he/she has been set, the **Actuary**'s actions and decisions must be consistent with any relevant guidance published by the Institute of Actuaries in England and he/she must seek to ensure that the reasonable expectations of the **Company**'s planholders are preserved.

### 3.2 Alterations

Alterations to the **Plan Conditions** after their issue will be confirmed by separate endorsements which **you** should keep in a safe place together with the **Plan Conditions**. **You** should read any endorsements and the **Plan Conditions** together to ascertain the precise terms of the contract between **us**.

### 3.3 Assignment

The **Policyholder** shall not charge or assign any monies payable under this **Policy**.

### 3.4 Benefits in respect of HIV

**Infection** by **HIV** will constitute a **Critical Illness** if the **Life Assured**'s occupation is one of those listed below and only if it is established that the infection was caused by an accidental injury either by a sharp instrument or by mucous membrane, exposure to blood or blood-stained body fluid, which occurred during the 12 months immediately before the date of diagnosis but after the **Commencement Date**, and that it happened while the **Life Assured** was following the normal duties of that occupation.

In addition to the above, it is a prerequisite to any claim for any **Benefit** that the following sequence of events took place:

- a) the accident was reported in accordance with the established occupational procedures for such an accident;
- b) within 5 days of the accident, the **Life Assured** underwent a blood test and this test indicated the absence of any **HIV** or antibodies to **HIV**; and
- c) the accident was followed up in accordance with the occupational procedures including a further blood test within 12 months, indicating a presence of **HIV** or of antibodies to such a virus.

The list of occupations covered by the above **HIV Benefits** are as follows:

- Hospital Doctors, Surgeons and Consultants
- Hospital Nurses, Hospital Laboratory Technicians
- General Practitioners and Practice Nurses, District Nurses, Midwives
- Dental Surgeons, Dental Nurses, Pharmacists

- Paramedics, Physiotherapists
- Members of the Prison Officers Association
- Ambulancemen and Ambulancewomen
- Policemen and Policewomen
- Firemen and Firewomen

**Incapacity** caused by **HIV** will also qualify for **Benefits** if the **Life Assured** was infected as a result of a blood transfusion carried out in the UK or Ireland after the commencement of the Plan. The diagnosis of **HIV** or antibodies to such a virus must be directly linked by pre-existing procedure to a blood transfusion carried out by a qualified medical professional within the UK or Ireland.

### 3.5 Cancellation

- a) This Policy will stand cancelled automatically upon non-payment of the premium, although we may at our discretion reinstate cover if the premium is subsequently paid within 14 days (if a monthly premium) or within 30 days (if an annual premium).
- b) Whilst we shall not cancel this Policy because of eligible claims made by any Insured Person, we may at any time (with retrospective effect where appropriate) terminate an Insured Person's cover or subject his/her cover to different terms in line with reasonable underwriting and insurance practice if he/she or the Policyholder has at any time:
  - i. Misled **us** by mis-statement, concealment or omission;
  - ii. Knowingly claimed **Benefit** for any purpose other than as are provided for under this **Policy**;
  - iii. Agreed to any attempt by a third party to obtain an unreasonable pecuniary advantage to **our** detriment;
  - iv. Otherwise failed to observe the terms and conditions of this **Policy** or failed to act with utmost good faith.

### 3.6 Change of Risk

The **Policyholder** must inform us, as soon as reasonably possible, of any change of risk relating to an **Insured Person** including change of residence, **Occupation**, or immediately upon ceasing to be employed or upon retirement before the **Termination Age**.

In line with reasonable underwriting practice **we** reserve the right to cancel cover or take all or any of the following steps in relation to an **Insured Person** if there is a change of risk:

- i. Increase the premium
- ii. Reduce the **Termination Age**
- iii. Increase the **Deferred Period**
- iv. Reduce eligibility for **Benefit**

If we do cancel this **Policy** for a change of risk we shall give 30 days notice sent by first class post or delivered by hand to the last known address of the **Policyholder**. If we do so, the

**Policyholder** may be entitled to a proportionate refund of premium

### 3.7 Compliance with Policy Terms

Our liability under this **Policy** will be conditional upon each **Insured Person** complying with its terms and conditions.

### 3.8 Contributions

**Your** first **Contribution** should be made to **us** on the **Commencement Date** and thereafter **Contributions** should be made regularly at the frequency indicated in your **Schedule**. All **Contributions** must be paid in the manner required by the **Company**.

Where there are two **Lives Assured** under the **Plan** and **we** make a **Critical Illness Benefit** payment or payment of **Benefit** upon death in respect of one **Life Assured**, the **Plan** will not terminate for the remaining **Life Assured**. **Your Contributions** will be reviewed to reflect the fact that **you** are then only paying **Contributions** to cover the **Benefits** for the remaining **Life Assured**.

### 3.9 Exceptional Circumstances

**We** reserve the right to set aside or amend the **Plan Conditions** in the following circumstances:

- a) If it becomes impossible or unreasonable to follow them because of a change in legislation or regulations.
- b) If, in the opinion of the **Actuary**, circumstances have changed in a way that could not reasonably have been predicted at the **Commencement of the Plan**, and were it not to set aside or amend these **Plan Conditions**, the result would be unfair to our planholders.
- c) If the basis for taxing the **Company** changes, in which case we will only be entitled to make such changes as, in the opinion of the **Actuary**, balance fairly your interests and ours.

### 3.10 Foreign Residence or Travel (version 1)

**Waiver of Contribution Benefit** will continue to be available if the **Life Assured** resides in or travels to Australia, Austria, Belgium, Canada, Channel Islands, Denmark, Finland, France, Germany, Great Britain, Greece, Gibraltar, Isle of Man, Italy, Luxembourg, the Netherlands, New Zealand, Northern Ireland, Norway, Portugal, Republic of Ireland, Spain, Sweden, Switzerland or the United States of America.

If the **Life Assured** resides in or travels to any country (other than those set out above) for 3 months or more in any consecutive period of 12 months, **we** may either vary the terms upon which **we** provide this Benefit or decline to provide it at all. **You** must notify **us** of any change

of residence pursuant to this provision within 3 months of the start of such residence, failing which **Waiver of Contribution Benefit** will not be available under the **Plan** unless we agree otherwise in writing.

### **3.11 Foreign Residence or Travel** (version 2)

The **Insured Person** may travel or temporarily reside in any part of the world, but **Benefit** payments will be restricted to a maximum period of six months throughout the period of **Incapacity** whilst the Insured Person is travelling or temporarily residing outside the European Community, Channel Islands, Isle of Man, USA and Canada.

### **3.12 Index Linking**

The **Benefit** will be reviewed annually at the **Anniversary Date** in line with the General Index of Retail Prices (as published three months prior to the month in which the **Anniversary Date** occurs) or a replacement of that index which is acceptable to us subject to the following:

- a). If the **Insured Person** is eligible for **Benefit** at the **Anniversary Date** any increase in **Benefit** will not exceed 12% of the **Benefit** in payment and **Benefit** Term 3.a. will not apply to any increase;
- b). Unless the **Insured Person** is eligible for **Benefit** at the **Anniversary Date** no increase will be made during the five years preceding the year in which the Insured Person attains the **Termination Age**;
- c). A revised premium will be payable for any increase in **Benefit** which will be calculated using our then current rate for the Insured Person's age next birthday on the **Anniversary Date**;
- d). We reserve the right to cancel future index linking should the **Insured Person** notify us that they wish to decline an increase in **Benefit** on two consecutive occasions.

### **3.13 Jurisdiction**

This **Policy** is governed by and shall be construed in accordance with the laws of, and shall be subject to the jurisdiction of the Courts of England and Wales. (See also **Law of Plan**).

### **3.14 Invalid Claims**

If any claim under this **Policy** is in any respect invalid, then without affecting any other legal rights we may have, any **Benefit** paid in respect of that claim must be refunded and any **Benefit** otherwise payable in respect of that claim will be forfeited.

### **3.13 Law of Plan**

This **Plan** is governed by the Law of England and Wales. (See also **Jurisdiction**).

### 3.15 Linked Periods of Incapacity

If one period of **Incapacity** which results in a claim for **Waiver of Contribution Benefit** being accepted by us is followed by another, such that there is no more than a two month interval between the two periods of **Incapacity**, and both arise from the same accident or illness, then we will treat them as being the same period of **Incapacity**. **Contributions** (or part of such **Contributions**) will be waived in respect of the further period of **Incapacity** from the outset of the second period of **Incapacity**.

### 3.16 Maximum Annual Amount Payable

- a). When added to any other insurances and **Benefits** payable from whatever source including any continuation of salary or wages or any continuation of income from the **Insured Person's** business as a consequence of **Incapacity** and any income from a pension fund but excluding the continuation of regular pension payments which were being received prior to **Incapacity** and State **Benefits**, the annual amount of **Benefit** payable will be reduced so that the total shall not exceed 60% of the Insured Person's **Normal Earnings**.
- b). No premiums are returnable due to the operation of a) above.
- c). a) above does not apply to Limited **Benefit**.

### 3.17 Medical Supervision

To be eligible for **Benefit** the **Insured Person** must be under the regular supervision and treatment of a **Medical Practitioner** in respect of **Incapacity**.

### 3.18 Mis-statement of Age

If the age of the **Life Assured** has been mis-stated on the **Application and Declaration Form**, the terms of the **Plan** will be adjusted in such a way as the **Actuary** reasonably decides is just and equitable to those which would have applied had the correct age been stated.

### 3.19 Non-payment of Contributions

**You** should ensure that all **Contributions** are paid on time. **You** should notify **us** if you are unable to make a payment for any reason. If a **Contribution** is not paid when due, then we may choose to terminate the **Plan** in which case our liability under the **Plan** and the **Plan** will cease from the date the last **Contribution** was payable. In the event of a claim we may deduct from the **Benefit** payable to you any outstanding **Contributions**.

### 3.20 Notice

Where any notice is required to be sent by **us** to the **Planholder**, such notice shall be in writing and sent to the last known address of the **Planholder** in the **Company's** records. Any

communications **you** send to **us** should be in writing to address indicated in **your Schedule**. It will be assumed that any communications posted by **us** to **you** or by **you** to **us** will be received within three days of posting.

### **3.21 No Waiver**

Nothing done or not done by **us** will amount to waiver or diminish **our** rights at any time.

### **3.22 Other Insurances and Benefits**

The **Policyholder** must inform us as soon as reasonably possible of any other insurances or other **Benefits** in respect of accident or sickness being in effect with respect to the **Policyholder** or any Insured Person.

### **3.23 Payment in Sterling**

All payments will be made in sterling at the rate ruling in London on the due date of payment.

### **3.24 Premium Review**

We may review the premium payable under this **Policy** on the **Review Date** taking into account the actual and expected experience under individual Critical Illness Insurance **Policies** issued by **us**.

- a) At least thirty days' written notice will be given any change in the premium payable under this Condition.
- b) A review may result in an increase or decrease in the premium payable.
- c) Non-payment of any increase in the premium arising from this condition within twenty-eight days will result in the **Benefit** being reduced pro-rata as from the date the increased premium fell due.

### **3.25 Premiums**

- a) The premium payable under this **Policy** is shown in the Financial Statement.
- b) This **Policy** shall not be subject to any alterations in premium rate except for those introduced at an **Anniversary Date** under **Index Linking** or those introduced following a **Change of Risk**.
- c) This **Policy** shall not be subject to any alterations in premium rate except for those introduced at an **Anniversary Date** under **Index Linking** or those introduced following a **Change of Risk** or those introduced at a **Review Date**.
- d) All premiums are payable in advance of any cover being provided under the **Policy**. Each monthly premium relates to one month's cover. Each annual premium relates to one year's cover.

e) All premiums are due on the payment due date shown in the **Financial Statement**.

### 3.26 Re-numbering of Plan

We reserve the right to re-number the **Plan** for administrative reasons. If we do so we will give you written notice of this.

### 3.27 Review of the Plan

On the **Review Date**, a **Review** of your **Plan** will be carried out to establish whether your **Contributions**, now and in the future, will cover the level of **Benefits** you have selected. The **Actuary** will make what assumptions he/she considers to be reasonable in the circumstances regarding, for example, the expected level of claims, the expected level of inflation on our administration expenses and any other relevant factors.

We may carry out a **Review** at any time where we believe that circumstances have changed in a way which could not have reasonably been predicted at the commencement of the **Plan** with the result that the current level of **Contributions** is such that they are unlikely to be sufficient to provide for the **Benefits**.

If, following a **Review**, it is determined that the amount of your **Benefits** should be reduced in order to be supported by your current level of **Contributions**, you will have the option, within three months of the reduction, to restore your **Benefits** to the previous level for increased **Contributions**, without any evidence of continued good health or continued insurability. Any corresponding increase in the level of your **Contributions** will apply on the terms appropriate to new plans at that time. It may be that following a **Review** your **Benefits** may be increased without the need to increase your **Contributions**.

### 3.28 Reviving your Plan

If your **Plan** terminates as a result of non-payment of **Contributions**, we may, if you so request, reinstate your **Plan** in full, subject to the following conditions:

- a) **You** must pay any outstanding **Contributions**;
- b) **You** must establish such arrangement for future payment of **Contributions** that is satisfactory to us; and
- c) **You** must comply with all other reasonable requirements requested by us in order to satisfy ourselves that the **Life Assured's** continued insurability.

### 3.29 Termination

Cover under this **Plan** will terminate at the end of the **Selected Contribution Period** or, if earlier, if you fail to make your **Contributions** when they are due. On termination the **Plan** will cease with no value.



## 4. General Exclusions

General exclusions apply to the circumstances in which **we** will not pay **Critical Illness Benefit** in respect of the **Life Assured's Critical Illness**, if it arises directly or indirectly from:

### 4.1 Abuse of Drugs or Alcohol

The consequences of the taking of alcohol or drugs, other than drugs as directed by a registered **Medical Practitioner**.

### 4.2 Criminal Acts

The consequences of participation in any criminal act. This exclusion to **Critical Illness Benefit** in respect the **Life Assured's Blindness, Coma, Loss of Hearing, Loss of Limbs, Loss of Speech, Major Burns, Paralysis or Total Permanent Disability** applies if the **Critical Illness** occurs directly or indirectly or aggravated by participation in any criminal act.

### 4.3 Disclaimer

We may refuse to provide you with **Benefits** where **you** have deliberately or negligently withheld or given **us** incomplete or untruthful information in **your Application and Declaration Form** or during the lifetime of **your Plan** or if you break the terms of **your Plan**.

### 4.4 Flying

Flying, except as a fare-paying passenger on an established public service. This exclusion to **Critical Illness Benefit** in respect the **Life Assured's Blindness, Coma, Loss of Hearing, Loss of Limbs, Loss of Speech, Major Burns, Paralysis or Total Permanent Disability** applies if the **Critical Illness** occurs directly or indirectly or aggravated by flying, except as a fare-paying passenger on an established public service.

### 4.5 Hazardous Pursuits

Taking part in **Hazardous Pursuits** unless **we** have agreed to them previously in writing. This exclusion to **Critical Illness Benefit** in respect the **Life Assured's Blindness, Coma, Loss of Hearing, Loss of Limbs, Loss of Speech, Major Burns, Paralysis or Total Permanent Disability** applies if the **Critical Illness** occurs directly or indirectly or aggravated by Taking part in **Hazardous Pursuits**.

### 4.6 HIV

Unless the **Critical Illness** is covered by one of the **HIV** exemptions, we will not accept a claim **Critical Illness Benefit** if the **Life Assured** is infected by or sero-positive to any **HIV** or **AIDS** or other similar, or related, condition or syndrome causes (directly or indirectly) the **Critical Illness** to which the claim relates.

#### **4.7 Intoxicating Liquor or Drugs**

**Incapacity** due wholly or partly to the **Insured Person's** wilful or reckless exposure to the effects of drugs or intoxicating liquor, other than drugs (not including drugs taken for the treatment of drug addiction) taken in accordance with the treatment prescribed and directed by a **Medical Practitioner**.

#### **4.8 Medical Advice**

The unreasonable failure of the **Life Assured** to seek or follow medical advice or treatment.

#### **4.9 Narcotics**

The consequences of the taking of narcotics.

#### **4.10 Nuclear Contamination**

Any disability resulting from nuclear contamination. This exclusion to **Critical Illness Benefit** in respect the **Life Assured's Blindness, Coma, Loss of Hearing, Loss of Limbs, Loss of Speech, Major Burns, Paralysis** or **Total Permanent Disability** applies if the **Critical Illness** occurs directly or indirectly or aggravated by to nuclear contamination.

#### **4.11 Self-inflicted injury**

Self-inflicted injury, **whilst sane or insane**.

#### **4.12 War and Similar Risks** (version 1)

Civil commotion, riot, insurrection, war (whether declared or undeclared) or any act incident to war or service in the armed forces of any country at war. This exclusion to **Critical Illness Benefit** in respect the **Life Assured's Blindness, Coma, Loss of Hearing, Loss of Limbs, Loss of Speech, Major Burns, Paralysis** or **Total Permanent Disability** applies if the **Critical Illness** occurs directly or indirectly or aggravated by such events.

#### **4.13 War and Similar Risks** (version 2)

**Critical Illness** which occurs directly or indirectly, and is due wholly or partly due to a consequence of war invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.

## 5. Claims Settlement

- 5.1 The **Life Assured**, or their representative in the case of a claim for **Benefit** payable on death, will need to complete a claim form and provide **us** with such information and evidence as **we** may reasonably require in relation to the claim.
- 5.2 In the case of a claim for **Critical Illness Benefit** or **Children's Critical Illness Benefit** this information must be provided to **us** not later than 6 months after the first diagnosis or occurrence of the **Critical Illness**, except that, for **Alzheimer's Disease, Cancer, Creutzfeld-Jakob Disease, Motor Neurone Disease, Multiple Sclerosis** and **Parkinson's Disease**, the 6 month period may commence when the **Life Assured** is first informed of the diagnosis.
- 5.3 In the case of **Waiver of Contribution Benefit** this information must be provided to **us** not later than 2 weeks after the occurrence of the period of **Incapacity**, otherwise **we** may treat the period of **Incapacity** as having commenced 2 weeks prior to the day that **we** received this information.
- 5.4 The **Life Assured** will be required to give any necessary consent to our obtaining access to his/her medical records or to those of the **Life Assured's** child in the event of a claim for **Children's Critical Illness Benefit**. We may also require the **Life Assured** or the **Life Assured's** child in the event of a claim for **Children's Critical Illness Benefit** to be examined by a medical examiner nominated by us. his/her medical records and may be required to be examined by a medical examiner nominated by us. **We** will not be responsible for any expense incurred in providing **us** with any information pursuant to this provision (including travel expenses to the place of appointment with the medical examiner), except that any fees paid to the medical examiner or to any doctor for information requested by **us** will be our responsibility.
- 5.5 We may also arrange for a Disability Counsellor to visit the **Life Assured** in his/her own home, to gain a better understanding of their circumstances, and to discuss **Benefits** and make any other enquiries that he/she reasonably considers appropriate in connection with the claim.
- 5.6 **We** reserve the right to refuse to accept medical evidence unless such evidence is supplied by a registered medical practitioner within the United Kingdom, Western Europe or such other country as we may determine.
- 5.7 **We** will not be required to accept any claim if the **Life Assured** or the **Life Assured's** child in the event of a claim for **Children's Critical Illness Benefit** fails to undergo any examination or tests that we are reasonably required by **us**.
- 5.8 Satisfactory proof of age of the **Life Assured** or the **Life Assured's** child in the event of a claim for **Children's Critical Illness Benefit** must be provided together with such other documents and information as **we** may reasonably request.

- 5.9 In the event of a claim for **Benefit** payable on the death of the **Life Assured** you will need to provide us with such other documents and information as **we** may reasonably require to satisfy ourselves of the claim. This will include the death certificate, grant of representation, proof of age and your **Schedule**. On payment of the **Benefit** **we** will require **you** to provide **us** with a discharge form.
- 5.10 We may decline or postpone **your** claim if the event or illness giving rise to the claim fails to satisfy the definition of **Critical Illness** or if one of the exclusions applies.
- 5.11 We will reconsider your claim if we have previously declined or postponed it where further evidence becomes available.

## 6. Redress

### Telephone Helpline

We are confident that you will be more than happy with your **Policy**. However, if you decide you are not completely satisfied with this Policy please telephone us (on 0800 ..... ) to talk through your concerns.

### Free Trial Period

If you do not wish to accept this Policy, please tell us in writing within 28 days of receipt of our confirmation of your cover. Provided that you have not made a claim, we will refund in full any premiums paid.

### Complaints Process – Stage 1

If you have any cause for complaint relating to how we have sold or administered your Policy, or if you are dissatisfied with the way in which your claim has been handled, then please write to us at the address below. Please also quote your policy number when possible.

*Contact, Insurer, Address, Telephone Number*

### Complaints Process – Stage 2

We anticipate that most problems will be resolved at Stage 1. However, should the matter not be resolved to your satisfaction, you may refer your case to us at the address below.

*Contact, Insurer, Address, Telephone Number*

If the dispute cannot be resolved your complaint at Stage 2, the Insurers offer their preferred methods of dispute resolution. In each case, the plaintiff can decide to take legal action against the Insurer, although the likelihood of success may be influenced by the recommendations from the selected method of dispute resolution. The typical methods of dispute resolution are summarised below.

### **Complaints Process – Stage 3 – Method A**

If we cannot resolve your complaint at Stage 2, you can then refer it to the Chartered Institute of Arbitrators, who provide a personal insurance arbitration scheme. It is a long-established and effective method of resolving disputes, by means of independent arbitration. The arbitration service is paid for by the **Insurer**. You can contact the Chartered Institute of Arbitrators at:

*Contact, Chartered Institute of Arbitrators, Address, Telephone Number*

This procedure does not affect any right of action that you may have against us.

### **Complaints Process – Stage 3 – Method B**

If we cannot resolve your complaint at Stage 2, you can then refer it to the Association of British Insurers. You can contact either the Consumer Information Department in London, or else one of the Regional Offices of the ABI.

*Contact, Consumer Information Dept., ABI, Address, Telephone Number*

This procedure does not affect any right of action that you may have against us.

### **Complaints Process – Stage 3 – Method C**

If we cannot resolve your complaint at Stage 2, you can then refer it to the Insurance Ombudsman. Please do not contact the Insurance Ombudsman until you have followed the complaints procedure above as he will not consider the complaint until our complaints procedure has been exhausted.

*Contact, Insurance Ombudsman, Address, Telephone Number*

We are bound by the Insurance Ombudsman's decision, but you are not. This procedure does not affect any right of action that you may have against us.

## 7. Glossary of Definitions

### 1. Activities of Daily Living (version 1)

These are:

1. **Shopping** the ability to get to and from the nearest shops and carry a small bag of shopping.
2. **Cooking** the ability to prepare or cook a basic meal.
3. **Childcare** the ability to supervise a child under the age of 5 by feeding, washing and dressing the child.
4. **Handling money** the ability to recognise money and its transactional value and to handle basic household finances.
5. **Taking medicine** the ability to take routine medication prescribed by a recognised medical practitioner.
6. **Housework** the ability to carry out light indoor household duties, such as dusting, washing dishes, use of a vacuum cleaner and bed making.

### 2. Activities of Daily Living (version 2)

These are:

1. **Shopping** the ability to get to and from the nearest shops and carry a small bag of shopping.
2. **Cooking** the ability to prepare or cook a basic meal.
3. **Child minding** the ability to supervise a child under the age of 5 by feeding, washing and dressing the child.
4. **Handling money** the ability to recognise money and its transactional value and to handle basic household finances.
5. **Taking medicine** the ability to take routine medication prescribed by a recognised medical practitioner.
6. **Housework** the ability to carry out light indoor household tasks such as dusting, washing dishes and bed making.

### 3. Activities of Daily Living (version 3)

These are:

1. **Mobility** your ability to move from one room to another in your normal place of residence;
2. **Washing** your ability to wash by any means, so that you maintain a reasonable level of personal cleanliness;
3. **Dressing** your ability to put on, take off, fasten and unfasten all necessary clothing, and as appropriate any braces, artificial limbs or other surgical appliances;
4. **Feeding** your ability to feed yourself once food has been prepared and made available to you;
5. **Toileting** your ability to get on or off the toilet or commode;
6. **Continence** your ability to manage bowel or bladder function, using protective undergarments or surgical appliances if appropriate, such that you can maintain a reasonable level of personal hygiene.

#### 4. **Activities of Daily Living** (version 4)

These are:

1. **Washing** washing in the bath or shower or maintaining personal cleanliness by other means;
2. **Dressing** dressing and undressing and putting on and taking off any surgical appliances worn;
3. **Toileting** getting on and off the toilet and maintaining an adequate level of personal hygiene;
4. **Feeding** preparing a hot meal with usual kitchen utensils and appliances;
5. **Housework** doing laundry and ironing and maintaining a reasonable standard of household cleanliness;
6. **Mobility** getting in and out of a chair or bed.

#### 5. **Activities of Independent Living**

These are:

1. **Bathing** the ability to wash oneself completely on a bath, a shower or by

sponge bath.

2. **Eating** the ability to consume food that has already been prepared and made available; (eating does not mean an ability or inability to prepare food).
3. **Dressing** the ability to put on and take off all garments and/or braces or artificial limbs and to secure and unfasten the garments or devices.
4. **Toileting** the ability to do all of the following: get to and from the toilet; get on and off the toilet; and maintain a reasonable level of personal hygiene for the body.
5. **Transferring** the ability to move in and out of a chair (including a wheelchair) or bed; (if a person can move with the help of equipment such as a walking stick, walker, crutches, grab bars or other support devices, then he or she will be considered able to transfer positions).

## 6. **Actuary**

The actuary appointed by the *Company* in accordance with Section 19 of the Insurance Companies Act 1982.

## 7. **AIDS**

Acquired Immunodeficiency Syndrome (as defined from time to time by the World Health Organisation or any successor to such organisation) which the *Insured Person* (or *Life Assured* or *Life Insured*) is at any time found by medical history, examination or testing to have developed.

## 8. **Alzheimer's Disease** (version 1)

A global failure of brain function, such that permanent supervision or permanent assistance is required to maintain existence. The diagnosis must be made by an appropriate consultant who is satisfied there is no other discernible cause and be supported by a medical adviser nominated by the *Company*.

## 9. **Alzheimer's Disease** (version 2)

The Life Assured, before his/her 65<sup>th</sup> birthday, either:

- Suffering deterioration or loss of intellectual capacity or displaying abnormal behaviour, as a result of Alzheimer's Disease, as shown by his/her clinical state and by the accepted standardised questionnaires or tests; or

- Suffering irreversible organic degenerative disorders, excluding neurosis or psychiatric illnesses.

This must be diagnosed unequivocally by a consultant neurologist. This condition must result in a significant reduction in the *Life Assured's* mental and social function that necessitates supervision for eight hours or more a day.

#### **10. Alzheimer's Disease** (version 3)

A clinically established diagnosis of *Alzheimer's disease* (pre-senile dementia) resulting in the inability to perform independently at least three of the following *activities of daily living*.

##### **1. Transfer and Mobility**

The ability to move from one room to an adjoining room or from one side to another or to get in and out of a bed or chair without requiring physical assistance of another person.

##### **2. Continence**

The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene.

##### **3. Dressing**

Putting on and taking off all necessary items of clothing without requiring assistance of another person.

##### **4. Toileting**

Getting to and from the toilet, transferring on and off the toilet and associated personal hygiene.

##### **5. Eating**

All tasks of getting food into the body once it has been prepared.

#### **11. Angioplasty** (version 1)

The actual undergoing of *angioplasty*, arterectomy or laser treatment for coronary artery disease which cannot be adequately controlled by medical therapy, following an unequivocal recommendation by a consultant cardiologist. Angiographic evidence of the underlying disease must be provided.

#### **12. Angioplasty** (version 2)

The undergoing of surgery, on the advice of a consultant cardiologist registered in the UK, of any

interventional technique, involving the use of transluminal coronary catheters, to correct significant (that is at least 50%) narrowing of the diameter of two or more coronary arteries. Angiographic evidence to support the need to undergo this technique is required.

**13. Aorta Graft** (version 1)

The undergoing of surgery, on the advice of a consultant cardiologist registered in the UK, to correct any narrowing, dissection or aneurysm of the thoracic or abdominal aorta.

**14. Aorta Graft** (version 2)

The surgical removal and replacement of the aorta, or a segment of the aorta, on the advice of a consultant surgeon. The surgery must be immediately necessary and be undertaken as the most appropriate way of treating a condition which threatens the life of the *Life Assured*.

**15. Aorta Graft** (version 3)

The actual undergoing of surgery for disease of the aorta needing excision and surgical replacement of the diseased aorta with a graft. For the purposes of this definition, aorta means the thoracic and abdominal aorta but not its branches. Traumatic injury of the aorta is excluded.

**16. Aorta Surgery**

The undergoing of open surgery for a disease of or an injury to the aorta needing excision and surgical replacement of the aorta with a graft. For the purpose of this definition aorta shall mean the thoracic and abdominal aorta but not its branches.

**17. Application**

The *Application* accepted by *us* for the provision of cover under this *Policy*.

**18. Application and Declaration Form**

The *Company*'s standard *application and declaration form* containing the information provided by the *Planholder* in connection with the *Plan*.

**19. Bacterial Meningitis**

The child suffering a neurological or physical defect following and resulting from the contraction of *Bacterial Meningitis*. *Bacterial Meningitis* must have been unequivocally diagnosed by a consultant holding an appropriate appointment at a major UK hospital. All other forms of meningitis, including viral, are not covered.

**20. Balloon Angioplasty**

The undergoing of Balloon Angioplasty, Atherectomy or Laser Treatment on the advice of a consultant cardiologist to correct a 70% or greater narrowing of two or more coronary arteries.

## 21. Benefits

The *Benefits* that are available under the *Plan* paid in accordance with the *Plan Conditions*.

## 22. Benign Brain Tumour (version 1)

A non-cancerous tumour in, or of, the arteries or veins of the brain. Cysts, granulomas, malformations in the arteries or veins of the brain, haematomas, and tumours in the pituitary gland or spine are not covered.

## 23. Benign Brain Tumour (version 2)

A non-cancerous intracerebral tumour. Cysts, granulomas, malformations in, or of the arteries or veins of the brain, haematomas, and tumours in the pituitary gland or spine are specifically excluded.

## 24. Benign Brain Tumour (version 3)

A non-cancerous tumour in the brain, but excluding cysts, granulomas, meningiomas, craniopharyngiomas, chordomas, malformation in or of, the arteries or veins of the brain, haematomas and tumours in the pituitary gland or spine. This must be diagnosed by a consultant neurologist or oncologist.

## 25. Bid Price (version 1)

The *Bid Price* of *Units* is the price at which *Units* normally will be cancelled by *Us*. The *Bid Price* is determined by rounding down the *Bid Unit Value* by not more than 1%. Any such rounding down adjustment will accrue to *Us*.

## 26. Bid Price (Version 2)

The price of *Units* we will use to:

- i. calculate the benefit payable on surrender or maturity of the *policy*
- ii. calculate the cash value of the *policy* in the event of a claim
- iii. deduct *units* from the *policy* to meet the cost of the monthly charges

The calculation method is defined in *Unit Prices*.

## 27. Bid Unit Values

The value of quoted investments in ***Bid Unit Values*** is based on the highest available market dealing price. The value of property investments will have regard to any valuations prepared and certified by independent valuers appointed by *Us* and will make due allowance for any variations since such valuations and for all expenses including those of managing, maintaining and valuing the properties. The valuation of any other investments will be determined having regard to such relevant factors as *We* consider appropriate.

**28. Blindness** (version 1)

Being the total, permanent and irreversible loss of sight in both eyes, but not being blindness arising from any ***Excluded Cause***.

**29. Blindness** (version 2)

Total and irrecoverable loss of sight in both eyes due to injury or disease as confirmed by the appropriate consultant and supported by one or more consultants appointed by the ***Company***.

**30. Blindness** (version 3)

Total and irrecoverable loss of all sight in both eyes due to traumatic injury or disease. The diagnosis must be clinically confirmed by a consultant ophthalmologist.

**31. Blindness** (version 4)

The total and permanent loss of sight in both eyes.

**32. Burns**

Third Degree burns covering at least 20% of the body surface area. Also known as ***severe burns***.

**33. Cancer** (version 1)

Being a malignant tumour characterised by the uncontrolled growth and spread of malignant cells and the invasion of tissue. This includes leukaemia and Hodgkin's Disease, but excludes:

- a) Non-invasive cancer in situ, and
- b) Any Skin Cancer other than Invasive Malignant Melanoma

**34. Cancer** (version 2)

A malignant tumour characterised by the uncontrolled growth and spread of malignant cells and the invasion of tissue. This includes Leukaemia but excludes:

- a) Non-invasive cancer in situ
- b) Tumours in the presence of ***HIV***
- c) Any Skin Cancer other than invasive malignant melanoma

**35. Cancer** (version 3)

A malignant tumour characterised by the uncontrolled growth and spread of malignant cells and invasion of tissue. The term cancer includes leukaemia but the following cancers are excluded:

- a) Non-invasive cancer in situ
- b) All forms of Lymphoma in the presence of any *HIV*
- c) Kaposi's Sarcoma in the presence of any *HIV*
- d) Any Skin Cancer other than invasive malignant melanoma

**36. Cancer** (version 4)

The unequivocal diagnosis of a malignant tumour characterised by the uncontrolled growth and spread of malignant cells and invasion of tissue. This includes leukaemia but excludes non-invasive cancers in situ, tumours in the presence of any *HIV* and any skin cancer other than malignant melanoma.

**37. Cash value of the policy**

The total value of the *units* allocated to *your policy*. We calculate the cash value by multiplying the number of *units* allocated to *your policy* by the *bid prices* of the *units* which apply at the time.

**38. Children's Critical Illness Benefit**

The *Benefit* payable by the *Company* in the event that the *Life Assured's* child suffers a *Critical Illness*.

**39. Coma** (version 1)

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

**40. Coma** (version 2)

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

**41. Coma** (version 3)

Unconsciousness, with no reaction to stimuli continuing for at least 96 hours. Life support systems must be required throughout the period of unconsciousness. Coma directly resulting from alcohol or drug abuse is excluded.

**42. Coma** (version 4)

Being a state of unconsciousness with no reaction to external stimuli or internal needs, persisting continuously with the use of life support systems for a period of at least 96 hours, but not being a coma arising from any *Excluded Cause*.

**43. Commencement Date** (version 1)

The date shown in the *Policy Schedule* on which cover under this *Policy* commences.

**44. Commencement Date** (version 2)

The date on which the *Plan* commences and the first *Contribution* is due, as specified in the *Schedule*.

**45. Company**

The name of the underwriter of the contract of insurance. Also known as *We* or *Us*.

**46. Contributions**

*Contributions* are payments specified in the *Schedule* (or any increased or decreased *Contributions* following a *Review*) which *you* are required to pay at regular intervals throughout the *Selected Contribution Period*.

**47. Coronary Artery Bypass Surgery** (version 1)

The undergoing on the advice of a consultant cardiologist of open-heart surgery to correct narrowing or blockage of one or more coronary arteries with by-pass grafts but excluding balloon angioplasty, laser relief or any other procedures.

**48. Coronary Artery Bypass Surgery** (version 2)

The undergoing of open-heart surgery on the advice of a consultant cardiologist registered in the UK to correct narrowing or blockage of one or more coronary arteries with by-pass grafts but excluding balloon angioplasty, laser relief or any other procedures. If the degree of obstruction in two or more coronary arteries is at least 70% then treatment to two or more affected arteries by balloon angioplasty, atherectomy or laser is covered.

**49. Coronary Artery Disease Requiring Surgery**

The undergoing of open-heart surgery to correct narrowing or blockage of one or more coronary arteries with bypass grafts in persons with limiting anginal symptoms but excluding techniques such as balloon angioplasty or laser relief of an obstruction. The procedure should be carried out on the advice of a consultant cardiologist

**50. Creutzfeldt-Jakob Disease (CJD)**

This must be evidenced by the typical symptoms of dementia before the 65<sup>th</sup> birthday of the *Life Assured* as a result of suffering from *CJD*. The date of the diagnosis will be the date on which the consultant neurologist is first able to determine on a conclusive basis that the *Life Assured* has the defined disability.

**51. Critical Illness (version 1)**

One of the medical or other conditions, or surgical procedures, listed below:

1. *Cancer*
2. *Coronary artery bypass graft surgery (CABGS)*
3. *Heart attack*
4. *Kidney failure*
5. *Major organ transplant*
6. *Stroke*
7. *Angioplasty*
8. *Aorta surgery*
9. *Benign brain tumour*
10. *Heart valve replacement*
11. *HIV/AIDS – blood transfusion*
12. *Multiple sclerosis*
13. *Rheumatoid arthritis*
14. *Terminal illness*
15. *Alzheimer’s disease (pre-senile dementia)*
16. *Burns*
17. *Coma*
18. *Diabetes mellitus*
19. *HIV/AIDS – needlestick injury*
20. *Loss of hearing*
21. *Loss of independent existence*
22. *Loss of limbs*
23. *Loss of sight*
24. *Loss of speech*
25. *Motor neurone disease*
26. *Paralysis or paraplegia*
27. *Parkinson’s disease*
28. *Permanent total disability – any occupation*

**52. Critical Illness (version 2)**

One of the medical or other conditions, or surgical procedures, listed below:

1. *Alzheimer’s disease (to age 65)*
2. *Angioplasty*
3. *Aorta graft*
4. *Benign brain tumour*

5. ***Blindness***
6. ***Cancer***
7. ***Coma***
8. ***Coronary artery disease requiring surgery***
9. ***Creutzfeldt-Jakob disease (CJD)***
10. ***Heart attack***
11. ***Heart valve surgery***
12. ***HIV in certain occupations***
13. ***HIV as a result of a blood transfusion***
14. ***Kidney failure***
15. ***Loss of hearing***
16. ***Loss of limbs***
17. ***Loss of speech***
18. ***Major burns***
19. ***Major organ transplantation***
20. ***Motor neurone disease***
21. ***Multiple sclerosis***
22. ***Paralysis or paraplegia***
23. ***Parkinson's disease (to age 65)***
24. ***Stroke***
25. ***Terminal illness***
26. ***Total permanent disability***
27. ***Children's critical illness benefits***
28. ***Bacterial meningitis (for children)***

### **53. Critical Illness Benefit**

The ***Benefit*** payable by the ***Company*** in the event that the ***Life Assured*** suffers a ***Critical Illness***.

### **54. Diabetes Mellitus**

The diagnosis of insulin dependent ***diabetes mellitus*** after the ***life assured***'s 45<sup>th</sup> birthday by an appropriate consultant physician. The life assured must have been insulin dependent for at least 12 months before a claim can be made. ***Diabetes mellitus*** that can be treated by any other method than the use of insulin by injection is explicitly excluded.

### **55. Excluded Causes**

No entitlement to ***Children's Benefit***, ***Loss of Physical Independence Benefit*** nor to ***Living Assurance Benefit*** in respect of Blindness, Coma, Loss of Hearing, Loss of Limbs, Loss of Speech, Paralysis/Paraplegia, Parkinson's Disease or Severe Burns will arise if the ***Life Assured's*** or ***Child's*** disability is caused through any of the following ***Excluded Causes***:

- a) the consequences of intentional self-injury, the taking of alcohol or drugs (including solvent abuse) or participation in any criminal act

- b) the consequences of intentional injury to the *Life Assured* or *Child* by the *Policyholder* or at the instigation of the *Policyholder*
- c) the consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or active participation in riot or civil commotion
- d) participating in or practising a hazardous activity including (but not limited to) hang-gliding, parascending, bob-sleighting, steeple-chasing, polo-playing, horse-racing, underwater diving, power-boat racing, mountaineering, rock climbing, pot-holing; and all forms of motor sport and motorcycle sport, including the time trials and hill climbs
- e) disablement as a result of pregnancy and occurring during pregnancy or within two months thereafter
- f) the failure of the *Life Assured* to seek or follow medical advice on behalf of himself/herself or of his/her *Child*

#### **56. Form of Authority for Payment**

This is a form we will require to be completed by you or the legal owner of the policy before we settle a claim. Completion of the form authorises us to make payment and releases us from any further liability under the policy. We will supply the form when necessary.

#### **57. Hazardous Pursuits**

The engaging in any occupation, pursuit or sport which involves:

- i. Aviation (including ballooning, parachuting and hang gliding)
- ii. Sport on a professional basis
- iii. Boxing, diving (including the use of artificial breathing equipment)
- iv. Equestrian events, martial arts
- v. Motor sport of any kind, mountaineering, caving and potholing
- vi. Shooting, skiing, water-skiing, weightlifting, sailing, yachting

#### **58. Heart Attack (version 1)**

The death of a portion of heart muscle as a result of inadequate blood supply as evidenced by an episode of typical chest pain, new electrocardiographic changes and by elevation of cardiac enzymes.

#### **59. Heart Attack (version 2)**

The death of a portion of heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis must be evidenced by all of:

- typical chest pain;
- new electrocardiographic changes; and
- elevation of cardiac enzymes above standard laboratory levels of normal.

#### **60. Heart Valve Replacement**

Being the actual undergoing of the total replacement or repair of one or more heart valves for the treatment of disease requiring the opening of the chest wall and the patient being placed on cardio-pulmonary by-pass.

#### **61. Heart Valve Surgery (version 1)**

Open heart surgery on the advice of a consultant cardiologist to repair or replace one or more heart valves.

#### **62. Heart Valve Surgery (version 2)**

The undergoing of open-heart surgery, on the advice of a consultant cardiologist registered in the UK, to correct abnormalities in the valves of the heart.

#### **63. Heart Valve Surgery (version 3)**

The undergoing of open-heart surgery to repair or replace one or more abnormal heart valves.

#### **64. HIV**

Human Immunodeficiency Virus, infection by which will be accepted as having occurred when a blood test indicates the presence of any *HIV* or any antibodies to *HIV*.

#### **65. HIV in certain occupations**

Infection by *HIV* will constitute a *Critical Illness* if the *Life Assured*'s occupation is one those listed below and if it is established that the infection was caused by an accidental injury either by a sharp instrument or by mucous membrane, exposure to blood or blood-stained body fluid, which had occurred during the 12 months preceding diagnosis but after the *Commencement Date*, and that it happened while the *Life Assured* was following the normal duties of that occupation. In addition to the general conditions above, it is a prerequisite of any claims for this *Benefit* that the following sequence of events took place:

- a) the accident was reported in accordance with the established occupational procedures for such an accident;
- b) within 5 days of the accident, the *Life Assured* underwent a blood test and this test indicated the absence of any *HIV* or antibodies to *HIV*; and
- c) the accident was followed up in accordance with the occupational procedures including a further blood test within 12 months, indicating a presence of *HIV* or of antibodies to such a virus.

The list of occupations covered by the above *HIV Benefits* are as follows:

- Hospital Doctors, Surgeons and Consultants
- Hospital Nurses, Hospital Laboratory Technicians
- General Practitioners and Practice Nurses, District Nurses, Midwives
- Dental Surgeons, Dental Nurses, Pharmacists
- Paramedics, Physiotherapists
- Members of the Prison Officers Association
- Ambulancemen and Ambulancewomen
- Policemen and Policewomen
- Firemen and Firewomen

#### **66. HIV/AIDS - general**

Being the infection by any *HIV* acquired in the UK by a medical practitioner or other person employed in a medical facility or by a member of the emergency services in the course of carrying out his or her normal duties of employment. Entitlement to *Living Assurance Benefit* will not arise unless the *HIV* infection was acquired as a result of contact with an *HIV* infected person or with blood or other body fluids from an *HIV* infected person or with an *HIV* infected implement.

Incidents involving such contact outside the normal duties of employment are specifically excluded and the incident involving such contact must have occurred after the *Commencement Date* of the *Policy* and must have been reported and investigated. Such investigation to have included within five days of the incident a test for *HIV* which indicated that the infection was not present – and documented in accordance with the established procedure for such an incident in the medical facility or emergency service in which it occurred. For a valid claim to be made, a subsequent test for *HIV* must be performed within 12 months of the incident and such a test must indicate that *HIV* infection is present at that time.

##### **The occupations covered with a medical facility are:**

Hospital Doctors, Surgeons and Consultants, Hospital Nurses, Hospital Laboratory Technicians, Hospital Porters, Hospital Caterers, Hospital Cleaners, Hospital Laundry Workers, General Practitioners, Dental Surgeons, Dental Nurses, District Nurses, Midwives and Paramedics.

##### **The emergency services covered are:**

Police Service, Fire Service, Ambulance Service, H M Coastguard and H M Prison Service.

#### **67. HIV/AIDS – blood transfusion (version 1)**

The life assured being infected by any *HIV* provided that:

1. the infection is due to a blood transfusion received in the UK after the commencement of the policy, and

2. the institution which provided the transfusion admits liability, and
3. the life assured is not the only person so infected
4. the life assured is not a haemophiliac

**68. HIV/AIDS – blood transfusion** (version 2)

Infection by *HIV* as a result of a blood transfusion carried out in the UK or Ireland after the commencement of this *Plan*. The diagnosis of HIV or antibodies to such a virus must be directly linked by pre-existing procedures to a blood transfusion carried out by a qualified medical professional within the countries specified.

**69. HIV/AIDS – needlestick injury**

Infection by any Human Immunodeficiency Virus acquired in the UK by a medical or dental practitioner, or other person employed in a medical or dental facility, in the course of carrying out his or her normal duties. The infection must have been acquired as a result of contact with an HIV infected patient or with blood or body fluids from an HIV infected patient or with an HIV infected medical or dental instrument. The incident involving such contact must have occurred after the commencement date of the policy, and must have been reported and investigated. Such an investigation must also have included within 10 days of the incident a test for HIV which indicated that the infection was not present, and documented in accordance with the established procedure for such an incident in the medical or dental facility in which it occurred. For a valid claim to be made, a subsequent test for HIV shall be performed within 12 months of the incident, and such a test shall indicate that an HIV infection is present at that time.

**70. Incapacity**

*Incapacity*, for the purpose of *Waiver of Contribution Benefit*, means the total inability, as a result of an accident or illness, to carry on in the occupation in which the *Life Assured* was engaged immediately prior to that accident or the start of that illness and is not following any other occupation. If immediately prior to the accident or illness the *Life Assured* was not engaged in any gainful occupation for profit or reward then *Incapacity* will be assessed as the total inability to perform four or more of the *Activities of Daily Living* even with the use of special equipment without assistance from another person for a period of three months.

**71. Index**

The Average Earnings Index published by the Department of Employment and increases to *Benefits* by reference to the *Index* will mean by reference to published data under the “whole economy” heading of the *Index* between the month 16 months prior to the anniversary of the *Commencement Date* and the month 4 months prior to the anniversary of that date.

**72. Insured**

A person named as an *Insured* in the *Schedule*. Also known as the *You*, the *Insured Person*, the *Life Assured* or the *Life Insured*.

**73. Insured Person**

A person named as an *Insured Person* in the *Policy Schedule*. Also known as the *You*, the *Insured* or the *Life Assured*.

**74. Investment Content**

The percentage of each premium paid used to allocate *units* to *your policy*. The actual percentage is set out in the *schedule*.

**75. Irreversible Disability**

Irreversible disability means confirmation by a consultant physician of a permanent and irreversible inability to perform at least three of the following **Activities of Daily Living** both with and without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons. For the purposes of this benefit the word '*irreversible*' means beyond the hope of recovery with medical knowledge and technology then current at the time of the confirmation

**76. Kidney failure** (version 1)

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

**77. Kidney failure** (version 2)

Chronic irreversible failure of both kidneys to function, resulting in the *Life Assured* undergoing regular renal dialysis.

**78. Legal owner of the policy**

The person or persons legally entitled to the *policy* benefits. This will normally be *you* or *your* executors or administrators, or the trustees (if the *policy* is written under trust), or the assignees (if the policy is assigned).

**79. Life Assured (or Lives Assured)**

The person or persons named as such on the *Policy Schedule* (or *Policy Face*, or *Schedule*). Also known as the *You*, or the *Insured Person*.

**80. Life Insured**

The person whose is protected under the *Plan*. Also known as *You*, the *Insured Person*, or the

*Life Assured.*

## **81. Living Assurance Benefit**

Unless excluded on the *Policy Face* and subject to verification in the United Kingdom and to the *Residence Requirements* and to the provisions detailed below:

- a) A benefit may be payable under the **Disability Benefit** or the *Death Benefit*, but not both.
- b) Any claim made under the *Policy* for the **Disability Benefit** will, if accepted by us, be paid under the *Living Assurance Benefit* or the *Loss of Physical Independence Benefit*, but not both. The **Disability Benefit** will be payable on receipt of proof satisfactory to our Chief Medical Officer that the *Life Assured* has contracted a disability after the *Commencement Date* such that entitlement to the *Living Assurance Benefit* or to the *Loss of Physical Independence Benefit* has arisen. The amount payable will equal the *Death Benefit* that would have been payable if the *Life Assured* had died on the date such proof is received. The *Policy* will terminate upon payment of the *Disability Benefit* and no further benefits will become payable.
- c) The **Disability Benefit** will not be payable unless the *Policyholder* sends notification of the disability to ABC Ltd's Head Office. The notification must be on our standard form for this purpose and accompanied by a certificate signed by the *Medical Attendant* of the *Life Assured*. We may require additional documentation and information that the *Life Assured* undergo medical examination and tests by a doctor appointed by ABC Ltd, the costs being paid for by the *Policyholder*. The notification in respect of *Loss of Physical Independence Benefit* will not be accepted earlier than six months nor later than one year after the commencement of the disability. The notification in respect of *Living Assurance Benefit* will not be accepted later than six months following the diagnosis of the disability or, as the case may be, following the relevant surgery.
- d) We may allow notification after such other periods as we consider reasonable, provided that we are satisfied that our ability properly to verify the incidence, cause and commencement date of the disability has not been prejudiced. Any *Living Assurance Benefit* payable in terms of these provisions will not, when added to any similar benefit in any other policy issued by us, exceed such maximum amount as we may then allow in accordance with its normal practice.
- e) Subject to these provisions entitlement to *Living Assurance Benefit* arises upon the first diagnosis of the *Life Assured* suffering from any of the disabilities listed below or, as the case may be, first undergoing such surgery as is described below:

## **82. Loss of Hearing** (version 1)

The total, permanent and irreversible deafness in both ears, but excluding loss of hearing arising from any *Excluded Cause*.

**83. Loss of Hearing** (version 2)

Total and irrecoverable loss of hearing in both ears as confirmed by an appropriate consultant and supported by one or more consultants appointed by the *Company*.

**84. Loss of Hearing** (version 3)

The total, permanent and irrecoverable loss of hearing in both ears as confirmed by an appropriate consultant holding an appointment in a major UK hospital.

**85. Loss of Hearing** (version 4)

The total and permanent loss of hearing in both ears which must be established for a continuous period of 12 months.

**86. Loss of Independent Existence**

Confirmation by a consultant physician of loss of independent existence resulting in a permanent inability to perform at least independently at least three of the following *activities of daily living* either with or without the use of mechanical equipment, special devices or other aids or adaptations in use for disabled people. For the purposes of this benefit, the word 'permanent' shall mean beyond the hope of recovery with current medical knowledge and technology. The *activities of daily living* are:

**1. Transfer and Mobility**

The ability to move from one room to an adjoining room or from one side to another or to get in and out of a bed or chair without requiring physical assistance of another person.

**2. Continence**

The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene.

**3. Dressing**

Putting on and taking off all necessary items of clothing without requiring assistance of another person.

**4. Toileting**

Getting to and from the toilet, transferring on and off the toilet and associated personal hygiene.

**5. Eating**

All tasks of getting food into the body once it has been prepared.

**87. Loss of Limbs** (version 1)

Being the complete and permanent loss of two or more limbs through dismemberment but not being loss of limbs arising from any **Excluded Cause**. Dismemberment means severance of an arm above the elbow and of a leg above the knee.

**88. Loss of Limbs** (version 2)

Complete severance of two or more limbs. At least one must be severed above the elbow or knee joint and the other above the ankle or wrist.

**89. Loss of Limbs** (version 3)

The total and permanent loss of the use of two or more limbs, subject to the severance of at least one limb above the knee or elbow.

**90. Loss of Limbs** (version 4)

The irreversible severance of two or more limbs above the wrist or the ankle.

**91. Loss of Sight**

The total and permanent *loss of sight* in both eyes.

**92. Loss of speech** (version 1)

Being the total, permanent and irreversible loss of the ability to speak because of physical injury, disease or mental trauma, but excluding loss of speech arising from any **Excluded Cause**.

**93. Loss of speech** (version 2)

Total and irrecoverable loss of voice due to damage to or disease of the vocal chords as confirmed by the appropriate consultant and supported by one or more consultants appointed by the *Company*.

**94. Loss of speech** (version 3)

Total irrecoverable loss of the ability to speak due to physical damage to the vocal chords. No claim under this definition can be accepted unless the inability lasts for a continuous period of at least 12 months. This must be diagnosed by a consultant physician.

**95. Loss of speech** (version 4)

The total and permanent loss of the ability to speak due to physical damage to the vocal chords

which must be established for a continuous period of 12 months.

**96. Major burns**

Third degree burns covering at least 20% of the surface area of the body of the *Life Assured*, as diagnosed by a specialist consultant.

**97. Major organ transplant (version 1)**

The actual undergoing as a recipient of a transplant of a heart liver lung pancreas or bone marrow.

**98. Major organ transplant (version 2)**

The actual undergoing as a recipient of a transplant of a heart, liver, lung, pancreas or bone marrow, or the admission onto an official UK NHS waiting list as an intended recipient for such a transplant.

**99. Major organ transplant (version 3)**

The actual undergoing of, or confirmation of acceptance onto the official UK programme waiting list for a necessary transplantation of heart, heart and lung(s), lung(s), liver, pancreas, kidney or bone marrow, as a recipient.

**100. Major organ transplant (version 4)**

The actual undergoing, as the recipient, of a transplant of a heart, liver, lung, pancreas or bone marrow. The definition includes simultaneous transplantation of more than one of the above organs. Transplantation of kidney is included provided a claim has not been admitted under **kidney failure**.

**101. Major organ transplant (version 5)**

This includes the insured's addition to a waiting list for a major organ transplant.

- a) The actual undergoing as a recipient of a transplant of a heart, liver, lung, kidney, pancreas or bone marrow.
- b) The addition to an official waiting list for a transplant of heart, liver, lung, kidney, pancreas or bone marrow subject to evidence from a consultant surgeon that the transplant is the most appropriate way of treatment a condition which threatens the life of the insured.

**102. Management Charge**

A *Management Charge* will be deducted from each *Fund*. The rate of this charge at the

**Commencement Date** of this **Policy** is one 365<sup>th</sup> of 1% per day of each **Fund**'s value. However, should *we* consider it necessary, for example in order to cover unexpected increases in costs, *we* reserve the right to vary this charge to a rate determined as being reasonable from time to time by *us*. **Fund Valuations** for the purpose of calculating the **Management Charge** will be made without adjustment for prospective liability to Capital Gains Tax or any other charge.

**103. Motor Neurone Disease** (version 1)

Confirmation by a consultant neurologist of a definite diagnosis of **Motor Neurone Disease**.

**104. Motor Neurone Disease** (version 2)

Unequivocal diagnosis by a consultant neurologist where there are obvious neurological signs of the disease.

**105. Motor Neurone Disease** (version 3)

Motor Neurone Disease is diagnosed by a consultant neurologist registered in the UK.

**106. Motor Neurone Disease** (version 4)

Motor Neurone Disease diagnosed, with the appropriate supporting evidence, by a consultant neurologist registered in the UK.

**107. Multiple Sclerosis** (version 1)

The confirmation by a consultant neurologist of a definite diagnosis of **multiple sclerosis** producing at least moderate neurological abnormalities which have persisted for a continuous period of six months.

**108. Multiple Sclerosis** (version 2)

The confirmation by a consultant neurologist registered in the UK of a definite diagnosis of **multiple sclerosis** producing at least moderate neurological abnormalities which have persisted for a continuous period of six months.

**109. Multiple Sclerosis** (version 3)

The unequivocal diagnosis by a consultant neurologist of Multiple Sclerosis, confirming more than one episode of well-defined neurological deficit with persisting signs, over a period of six months, of involvement of the optic nerves, brain stem and spinal cord, together with impairment of co-ordination and motor and sensory function. The insured may not necessarily be confined to a wheelchair.

#### **110. Multiple Sclerosis** (version 4)

The unequivocal diagnosis by a consultant neurologist confirming more than one episode of well-defined neurological deficit, with persisting signs of involvement of the optic nerves, brain stem and spinal cord. There must be a breakdown of the myelin sheath which surrounds the nerve tissue and impairment of co-ordination and motor sensory function, although the *Life Assured* may not necessarily be confined to a wheelchair. Diagnosis should be confirmed via investigational techniques e.g., Magnetic Resonance Imaging (MRI) scanning.

#### **111. Offer Price** (Version 1)

The *Offer Price* of *Units* is the price at which *Premiums* normally will be attached to *Units* by *Us*. The *Offer Price* is determined by multiplying the *Offer Unit Value* by 100/95 to allow for an initial *Management Charge* and rounding up the result by not more than 1%. Such charge and any such rounding up adjustment will accrue to *Us*.

#### **112. Offer Price** (Version 2)

The price of *Units we* will use to calculate the number of *Units we* will allocate to *your policy* when *you* pay a premium; the calculation method is defined in *Unit Prices*.

#### **113. Offer Unit Values**

The value of quoted investments in *Offer Unit Values* is based on the lowest available market dealing offer prices. The value of property investments will have regard to any valuations prepared and certified by independent valuers appointed by *Us* and will make due allowance for any variations since such valuations and for all expenses including those of managing, maintaining and valuing the properties. The valuation of any other investments will be determined having regard to such relevant factors as *We* consider appropriate.

#### **114. Open Heart Surgery**

Being the undergoing of Open Heart Surgery, following an unequivocal recommendations by a consultant cardiologist or cardiac surgeon, for the treatment of a cardiac disorder. Open Heart Surgery is defined as an operative procedure on the heart that involves the opening of the chest wall and the patient being placed on a cardio-pulmonary by-pass.

#### **115. Paralysis/Paraplegia** (version 1)

Being the total and permanent loss of use of two or more limbs through paralysis, but not being paralysis arising from any **Excluded Cause**.

#### **116. Paralysis/paraplegia** (version 2)

Total and permanent loss of use of two or more limbs as a result of injury or disease.

**117. Paralysis/paraplegia** (version 3)

Complete and permanent loss of use of two or more limbs through paralysis.

**118. Parkinson's Disease** (version 1)

Being confirmation by a consultant neurologist of a definite diagnosis of idiopathic Parkinson's Disease (paralysis agitans) requiring treatment with a dopamine precursor. All other types of Parkinsonism are specifically excluded, as are any forms of the disease arising from any *Excluded Cause*.

**119. Parkinson's Disease** (version 2)

Confirmation by a consultant neurologist of a definite diagnosis of idiopathic Parkinson's disease (paralysis agitans) requiring treatment with dopamine precursor. All other types of Parkinsonism are specifically excluded.

**120. Parkinson's Disease** (version 3)

Confirmation by a consultant neurologist registered in the UK of a definite diagnosis before the Life Assured's 60<sup>th</sup> birthday of idiopathic Parkinson's disease (paralysis agitans) requiring treatment with dopamine precursor. All other types of Parkinsonism are specifically excluded.

**121. Parkinson's Disease** (version 4)

The *Life Assured*, before his/her 65<sup>th</sup> birthday, being diagnosed as suffering Parkinson's Disease by a consultant neurologist registered in the UK. Only idiopathic Parkinson's Disease is included. All other forms of Parkinsonism are excluded.

**122. Permanent Total Disability** (version 1)

**Permanent Total Disability** means that the insured is totally disabled and thereby unable to follow any occupations whatsoever for remuneration or profit and that in the *Company's* opinion such disability is permanent. Such disability must occur as the result of illness or injury before the insured's 60<sup>th</sup> birthday. No claim under this condition shall be considered unless the disability has persisted for a continuous period of at least six months (the *Deferred Period*).

**123. Permanent Total Disability** (version 2)

**Permanent Total Disability** means that the insured is totally disabled and thereby unable to perform the duties of his occupation as stated in the schedule of this policy or any endorsement thereto and that in the *Company's* opinion such disability is permanent. Such disability must occur as the result of illness or injury before the insured's 60<sup>th</sup> birthday. No claim under this condition shall be considered unless the disability has persisted for a continuous period of at least six months (the *Deferred Period*).

**124. Permanent Total Disability – any occupation**

Total and permanent disability by reason of sickness or accident to carry out any occupation.

**125. Plan**

The insurance contract to which the *Plan Conditions* relate.

**126. Plan Conditions**

The terms and conditions relating to the *Plan* (including the *Schedule* and any endorsements to the *Schedule*) which have been issued by the *Company*.

**127. Planholder**

The person or persons named in the *Schedule* in whom legal ownership of the *Plan* is vested. Where two or more persons are named in the *Schedule*, legal ownership will vest automatically in the survivor(s) on the death of any of them.

**128. Policy**

The *policy* specified in the *Schedule*.

**129. Policy Face**

The schedule giving (amongst others) details of the *Policyholder* and *Insured Persons* and endorsements (if any). Also known as the *Policy Schedule*.

**130. Policyholder** (version 1)

The person or company named as *Policyholder* in the *Policy Schedule*.

**131. Policyholder** (version 2)

The person or persons who applied for this *Policy* and are named in the *Schedule*.

**132. Policy Schedule**

The schedule giving (amongst others) details of the *Policyholder* and *Insured Persons* and endorsements (if any). Also known as the *Policy Face*.

**133. Residence Requirements** (version 1)

No entitlement to *Living Assurance Benefit* or *Loss of Physical Independence Benefit* will arise at any time if the *Life Assured* was not resident in the United Kingdom, Channel Islands or the Isle of Man at the Commencement Date or remains outside the countries of the European Union,

Australia, Canada, the Channel Islands, the Isle of Man, New Zealand, Norway, South Africa, Switzerland and the USA for more than thirteen weeks in any consecutive twelve calendar months

Similarly, no entitlement to ***Children's Benefit*** will arise at any time in respect of any ***Child*** of the ***Life Assured*** who was not resident in the United Kingdom, Channel Islands or the Isle of Man at the time the ***Child*** would otherwise have become eligible for ***Children's Benefit*** or who remains outside the countries of the European Union, Australia, Canada, the Channel Islands, the Isle of Man, New Zealand, Norway, South Africa, Switzerland and the USA for more than 13 weeks in any consecutive twelve calendar months.

#### **134. Residence Requirements (version 2)**

If the ***Life Assured*** resides in or travels to any country (other than those set out above) for 3 months or more in any consecutive period of 12 months, ***we*** may either vary the terms upon which ***we*** provide this Benefit or decline to provide it at all. ***You*** must notify ***us*** of any change of residence pursuant to this provision within 3 months of the start of such residence, failing which ***Waiver of Contribution Benefit*** will not be available under the ***Plan*** unless ***we*** agree otherwise in writing.

***Waiver of Contribution Benefit*** will continue to be available if the ***Life Assured*** resides in or travels to Australia, Austria, Belgium, Canada, Channel Islands, Denmark, Finland, France, Germany, Great Britain, Greece, Gibraltar, Isle of Man, Italy, Luxembourg, the Netherlands, New Zealand, Northern Ireland, Norway, Portugal, Republic of Ireland, Spain, Sweden, Switzerland or the United States of America.

#### **135. Review**

The periodic assessment of your ***Plan*** carried out by the ***Actuary*** in accordance with the ***Plan Conditions***.

#### **136. Review Date**

The date on which a ***Review*** takes place. The first ***Review Date*** (unless otherwise decided in accordance with the ***Plan Conditions***) shall be the earlier of the 5<sup>th</sup> anniversary of the ***Commencement Date*** and the ***Expiry Date***. Subsequent Reviews shall take place every 5<sup>th</sup> year after the first ***Review Date*** except that during the final 5 years of the ***Plan*** we may ***Review*** your ***Plan*** annually.

#### **137. Rheumatoid Arthritis**

Diagnosis of severe ***rheumatoid arthritis*** by a consultant rheumatologist. This diagnosis must confirm the following:

- i. morning stiffness

- ii. swelling and pain in the joints of at least three joint groups, involving the corresponding joints on both sides of the body. One of these groups must be either joints on the fingers or toes, the knuckles of the hand or the wrists.
- iii. small nodular swellings beneath the skin
- iv. a positive rheumatoid factor test
- v. x-ray evidence showing changes to joints typical of rheumatoid arthritis.

**138. Schedule** (version 1)

The schedule giving (amongst others) details of *the Policyholder* and *Insured Persons* and endorsements (if any). Also known as the *Policy Schedule* or the *Policy Face*.

**139. Schedule** (version 2)

The *Plan Schedule* forming a part of the *Plan Conditions* which sets out the personal information relating to *your Plan*.

**140. Selected Contribution Period**

The initial period chosen by *you* over which to fund the *Benefits* under *your Plan* as specified in *your Schedule*.

**141. Severe Burns** (version 1)

Being third degree burns covering at least 20% of the body surface area, but excluding third degree burns arising from any **Excluded Cause**. Also known as *burns*.

**142. Severe Burns** (version 2)

Third Degree burns covering at least 20% of the surface area of the skin. Also known as *burns*.

**143. Start Date**

The date quoted in the *Schedule* on which cover starts.

**144. Stroke** (version 1)

A cerebro-vascular incident resulting in permanent neurological damage. Transient ischaemic attacks are specifically excluded.

**145. Stroke** (version 2)

Any cerebro-vascular incident producing neurological sequelae lasting more than 24 hours and including infarction of brain tissue, intercranial haemorrhage and embolisation from an extra-cranial source. There must be evidence of permanent neurological deficit.

**146. Terminal Illness** (version 1)

Advanced or rapidly progressing incurable disabling terminal illness where, in the opinion of the specialist consultant and the *Company*, life expectancy is no greater than 12 months.

**147. Terminal Illness** (version 2)

Unequivocal diagnosis by an appropriate consultant of a disease which in the *Company's* opinion is irreversible and where life expectancy is no longer than twelve months. Benefit shall only be payable in respect of this Benefit Event if the insured survives for a period of 14 days from the date on which the Company receives notification of the claim.

**148. Terminal Illness** (version 3)

The diagnosis by a specialist consultant at a major UK hospital of a rapidly progressing and incurable medical condition, which is almost certain to lead to death within 12 months. No claim under this **Benefit** will be payable where, at the point of claim, the *Life Assured* is shown to have the *HIV* or antibodies to such a virus or suffers from *AIDS*. No terminal illness claim can be submitted after the death of the *Life Assured* and no benefit will be payable if the *Life Assured* does not survive 15 days following the diagnosis.

**149. The Fund / Fund** (for notional investment unit allocations)

*The Fund* is such fund (or funds) as is selected by *us* for the purpose of measuring investment experience. *The Fund* is maintained as a separately identifiable account by *us* for the purpose of calculating benefits under policies, which include this *Policy*. Should *we* consider that it has become impracticable or uneconomical to make *The Fund* available for further notional allocations or should legislation or Inland Revenue regulations require it, *we* reserve the right to change the fund to which further notional allocations are made at any time without notice.

**150. Total Permanent Disability** (version 1)

*Total Permanent Disability* means the total permanent and irreversible disability before age 65 and the consequent inability to perform any gainful occupation whatsoever. Such disability must be established for a continuous period of 35 days. No benefit will be payable if at any time the *Life Assured* is shown to be infected by any *HIV* or antibodies to any such virus.

**151. Total Permanent Disability** (version 2)

- a) If your Schedule states that the 'Any Occupation' definition applies then *Critical Illness Benefit* will be payable if the *Life Assured*, before his/her 60<sup>th</sup> birthday (or such other age as specified in *your Schedule*), becomes totally and permanently unable, through accident

or illness, to follow any occupation for profit or reward. If immediately prior to the accident or illness the *Life Assured* was not engaged in any gainful employment for profit or reward then *Incapacity* will be assessed as the total inability to perform four or more *Activities of Daily Living* without assistance from another person for a period of 3 months.

- b) If your Schedule states that the 'Career Specific' definition applies then *Critical Illness Benefit* will be payable if the *Life Assured*, before his/her 60<sup>th</sup> birthday (or such other age as specified in *your Schedule*), becomes totally and permanently unable, through accident or illness, to follow the occupation in which he/she was engaged immediately before the accident or the start of the illness. If immediately prior to the accident or illness the *Life Assured* was not engaged in any gainful employment for profit or reward then *Incapacity* will be assessed as the total inability to perform four or more *Activities of Daily Living* without assistance from another person for a period of 3 months.
- c) If your Schedule states that the 'Extended Disability' definition applies to your *Plan* then *Critical Illness Benefit* will be payable if the *Life Assured*, before his/her 60<sup>th</sup> birthday (or such other age as specified in *your Schedule*), becomes totally and permanently unable, through accident or illness, to perform four or more *Activities of Daily Living* without assistance of a third party.
- a) In each case the *Benefit* will be payable provided the disability has continued without interruption until we can establish that it is both total and permanent. This period may exceed 12 consecutive months.

## 152. Units

Each *Fund* is divided into *Units* which may be grouped into units of different series. *Units* of a series are of equal value to all other *Units* of the same series in the same *Fund*.

## 153. Unit Prices

Each *unit* of an investment *fund* will have a *bid price* and an *offer price*. The *bid price* will not be less than the minimum value of the *fund* divided by the number of units in the fund, rounded down by not more than 1%. The *offer price* will not exceed the maximum value of the *fund* divided by the number of units in the fund and multiplied by 100/95, rounded up by not more than 1%. The *Actuary* will determine the *unit prices* which apply at a particular time.

## 154. Valuations

*The Fund* will be valued at such intervals as *We* may determine. *Unit Values, Offer Prices and Bid Prices* of *Units* in a *Fund* will be determined simultaneously at these *Valuations*. Each *Fund* will be credited with the income, capital gains and other receipts of that *Fund*. When *Units* are created in a *Fund* an amount equal to the value of those *Units* will be credited to the *Fund*. Each *Fund* will be debited with duties and charges on the purchase and sale of *Fund* assets, expenses, costs, *Management Charges* and amounts determined by *Us* in respect of actual

or prospective taxes on income or capital gains. Each ***Fund*** will also be debited with amounts determined by ***Us*** as fair and appropriate shares of any other taxes or levies made on ***Us***. When ***Units*** in a ***Fund*** are cancelled their value will be debited to the ***Fund***.

**155. Waiver of Contribution Benefit**

The ***Benefit*** which take the form of a waiver of contributions and is available as a result of the ***Incapacity*** of the ***Life Assured***.

**156. We/Our/Us**

..... on behalf of the underwriter, the ..... Also known as the ***Company***.

**157. You/Your**

A person named as an ***Insured Person*** in the ***Policy Schedule***. Also known as the ***Insured Person***, the ***Life Assured*** or the ***Life Insured***.

## Critical Illness Insurance – Mapping Template

This report section provides a CII mapping template that can be used to measure the product design features of specific products.

The intention is to tick or mark the relevant items in each section.

**CII Mapping Template – Benefits**

**Company**   
**Product**

| Item | Yes/No | Remarks  |
|------|--------|----------|
| 1    | Yes    | Remark 1 |
| 2    |        |          |
| 3    |        |          |
| 4    |        |          |
| 5    |        |          |
| 6    |        |          |
| 7    |        |          |
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| 13   |        |          |
| 14   |        |          |
| 15   |        |          |

**CII Mapping Template – General Conditions**

**Company**   
**Product**

| <b>Item</b> | <b>Yes/No</b> | <b>Remarks</b> |
|-------------|---------------|----------------|
| 1           | Yes           |                |
| 2           |               |                |
| 3           |               |                |
| 4           |               |                |
| 5           |               |                |
| 6           |               |                |
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**CII Mapping Template – General Exclusions**

Company   
Product

| Item | Yes/No | Remarks |
|------|--------|---------|
| 1    | Yes    |         |
| 2    |        |         |
| 3    |        |         |
| 4    |        |         |
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**CII Mapping Template – Claims Settlement**

**Company**   
**Product**

| <b>Item</b> | <b>Yes/No</b> | <b>Remarks</b> |
|-------------|---------------|----------------|
| 1           | Yes           |                |
| 2           |               |                |
| 3           |               |                |
| 4           |               |                |
| 5           |               |                |
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| 7           |               |                |
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| 10          |               |                |
| 11          |               |                |

**CII Mapping Template – Definitions** (Page 1 of 4)

**Company**   
**Product**

| Item | Yes/No | Remarks |
|------|--------|---------|
| 1    | Yes    |         |
| 2    |        |         |
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**CII Mapping Template – Definitions** (Page 2 of 4)

**Company**   
**Product**

| Item | Yes/No | Remarks |
|------|--------|---------|
| 49   | Yes    |         |
| 50   |        |         |
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| 95   |        |         |
| 96   |        |         |

# CII Mapping Template – Definitions (Page 3 of 4)

Company   
Product

| Item | Yes/No | Remarks |
|------|--------|---------|
| 97   | Yes    |         |
| 98   |        |         |
| 99   |        |         |
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| 142  |        |         |
| 143  |        |         |
| 144  |        |         |

**CII Mapping Template – Definitions** (Page 4 of 4)

Company   
Product

| Item | Yes/No | Remarks |
|------|--------|---------|
| 145  | Yes    |         |
| 146  |        |         |
| 147  |        |         |
| 148  |        |         |
| 149  |        |         |
| 150  |        |         |
| 151  |        |         |
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