

OVER 50 GUARANTEED LIFE PLAN – PLAN CONDITIONS

This is a sample of the Policy Terms and Conditions you will receive once you have taken out the Over 50 Guaranteed Life Plan.

1. Words with special meanings

Wherever the following words appear in bold in the **plan** they will have the following meanings.

Accident A sudden and unexpected event which happens after the **start date**.

Accidental death The **life covered** sustains **bodily injury** directly caused by violent accidental external and visible means which solely, independently and exclusively of all other causes results in death within 90 days.

Bodily injury The injury to the **life covered's** body (excluding sickness, disease or any degenerative process) resulting from external, violent, and visible means.

Death benefit The amount specified as such in the **plan schedule** as calculated in line with these plan conditions.

Life covered The person covered for the benefits under this **plan** and who is named as the **life covered** in the **plan schedule**.

Plan The contract of insurance between **you** and **us**, of which **your** application for the **plan**, these plan conditions (the code number of which is referred to on the **plan schedule**) and the **plan schedule**, plus any endorsements to them, are evidence.

Plan year The period of one year starting on the **start date** and each anniversary after that.

Plan schedule The **plan schedule** issued with these plan conditions.

Payments The amount specified as such in the **plan schedule**.

Start date The date when **your plan** started which is stated in the **plan schedule**.

You (your) The person named as the planholder in the **plan schedule**, or anyone who takes over their interests under the **plan**.

We (us) (our) St Andrew's Life Assurance plc.

2. Discretionary Powers

These plan conditions set out situations where **we** have discretionary powers but do not generally set out the limits, or all of the limits, which will be applied when these powers are used. This condition sets out the general limits which **we** will observe when exercising the following powers.

(a) Information

- (i) The provision of cover under the **plan** depends on, among other things, **us** getting clear and material information.
- (ii) **We** will ask for such evidence in good faith and in a reasonable manner. The information asked for will not be unreasonably excessive or onerous and will be consistent with the gathering of information which is material to a fair assessment by **us** of the risk presented by the contingency on which any benefit is to be payable and bearing in mind the amount of any benefit which may become payable. If **you** or any **life covered** fails to give a true and complete answer to any question (to the best of that person's knowledge and belief at the time) in any document which **we** have asked to be filled in (for example, if **we** have been given the wrong date of birth for any **life covered**), **we** may change the benefits or cancel the **plan**, as **we** may reasonably consider appropriate to take account of the information **we** were not given.
- (iii) **We** may not pay the **death benefit** unless **we** have suitable proof of the death of the **life covered**, **your** title to the **plan** and the date of birth of the **life covered**.
- (iv) **We** may also not pay the **death benefit** unless **we** have any other proof or information which it is reasonable for **us** to require.

(b) Long-term Business

The **plan** is a contract of insurance which is regarded as long-term business. Owing to this long-term nature, it is impossible to foresee all the possible changes and provisions that may occur during the term of the **plan**. Where there are changes in legislation or other law and these relate to these plan conditions, **we** may amend, in good faith, these plan conditions to take account of those changes. Any changes under this condition will be a proportionate response to the reason for those changes. **We** will tell **you** at the earliest opportunity if **we** have to use this condition for **your plan**. **You** will be free to end **your plan** at any time.

3. Payments

- (a) **Payments** are due and payable on the dates specified in the **plan schedule**.

- (b) Monthly **payments** must be paid by direct debit from an account with a Bank approved by **us** or otherwise as **we** may from time to time require.
- (c) **Payments** are payable until the earliest of the death of the **life covered** or the **life covered's** 90th birthday, whichever happens first.
- (d) **Payments** will not change during the term of the **plan**.
- (e) Thirty days of grace are allowed to make the **payments**. If a valid claim arises within the days of grace and before **we** receive the **payment**, then the **death benefit** will be payable subject to the deduction of the **payment** due but unpaid.
- (f) If any **payment** is not made within the days of grace then **your plan** will lapse.

4. Nil Surrender Value

There is no surrender value payable under this **plan** at any time.

5. Death Benefit

On the death of the **life covered** after the first two **plan years** **we** will pay the **death benefit**.

On the **accidental death** of the **life covered** during the first two **plan years**, **we** will pay the **death benefit**. An **accidental death** does not include a death arising directly or indirectly due to any of the following causes:

- (a) illness, disease; or
- (b) suicide, attempted suicide or intentional self-injury; or
- (c) the **life covered** being under the influence of alcohol or of any drug except as prescribed by a registered medical practitioner; or
- (d) the **life covered** being engaged in aviation except as a fare-paying passenger on a recognised airline; or
- (e) the **life covered** being actively engaged in any riot, civil commotion or usurpation of power, or participating in any military, naval or air force action.

On the death of the **life covered** during the first two **plan years** which is not an **accidental death**, then the **death benefit** will be limited to a full refund of all **payments** made.

6. Choice of Law and Jurisdiction

It is agreed that this plan is governed by English law. If a party wants to take court proceedings, they must do this within the United Kingdom.

7. Written Communications

We may not accept any instruction, request or notice or pay any benefit until **we** receive at **our** administration office any documents, information and consents for which **we** have asked and which **we** reasonably consider are necessary.

8. Money Laundering

We may ask for proof of **your** identity in line with the law to prevent money laundering. If **you** do not provide proof or **we** are not satisfied with the proof that **you** provide, **we** may:

- not start **your plan**;
- end **your plan**; or
- refuse to make payments from **your plan**.

9. General

- (a) The **plan** does not create privity of contract (that is, contractual rights and obligations) between **us** and the **life covered** (unless the **life covered** is also a planholder).
- (b) The **plan** may be enforced only by the parties to the **plan** and not by any third party under rights conferred by the Contracts (Rights of Third Parties) Act 1999 as may be in force from time to time.
- (c) If **we** delay in enforcing any term which forms part of these plan conditions, this will not affect **our** right to enforce it or the rest of those terms.
- (d) If **we** choose not to enforce any term which forms part of these plan conditions, this will not affect **our** right to enforce the rest of those terms.
- (e) Each paragraph and sub-paragraph in these plan conditions is separate from the others. This means that if **we** cannot enforce any one paragraph or sub-paragraph in these plan conditions, this will not affect **our** right to enforce any other paragraph or sub-paragraph.
- (f) **You** cannot transfer **your** rights or interests in this **plan** to any other person.