

# Key Facts and Policy Terms and Conditions about Smart Family Life Insurance

Please keep this document in a safe place for future reference

#### **About this document**

This document will help you understand the main considerations that you need to think about when deciding if Smart Family Life Insurance is right for you and your family.

The document is split into two parts:

- The 'Key Facts' section which provides you with a summary of your policy;
   and
- 2. The 'Policy Terms and Conditions' which contains the full details of your policy, including what is covered and what is not covered.

Your Policy Terms and Conditions and policy schedule together make up your contract with the insurer, Scottish Friendly Assurance Society Limited. If there's anything that isn't clear or you have any questions, please call Smart Insurance on **0800 458 6901**.

Please read through the document carefully, so that you understand the policy that you have chosen. We're here to help, so just get in touch if you have any queries.

A life insurance policy can be a long term commitment so it's important to keep this document in a safe place so that you can refer to it in the future.

#### The language we use in this document

Some words or expressions used in this document have a special meaning. They will appear in bold font, and you can see their meaning in our Glossary section on pages 34 to 38.

Smart Insurance is responsible for arranging your policy and carrying out administration on behalf of the insurer, Scottish Friendly Assurance Society Limited (referenced as 'we', 'us', and 'our' under this policy).

References to 'you' and 'your' mean the policyowner.

#### Your policy

If you wish to keep your policy, you do not need to take any action. If you wish to cancel, you have 30 days from the date on which you receive your policy documents to make sure you are happy with your cover, and decide whether you want to keep it.

If you want to cancel your cover, you must contact Smart Insurance within this period for a full refund, subject to no valid claim being made. If you cancel your cover after the 30 day period then you will not receive any refund of premium.

#### About us

**Your policy** is arranged by Smart Insurance. Smart Insurance is a trading name of Neilson Financial Services Limited, who is an insurance intermediary, and is authorised and regulated by the Financial Conduct Authority and entered on the Financial Services register under reference no. 594926.

Neilson Financial Services Limited is registered in England and Wales under no. 07986483. Registered Office, 2 Windsor Dials, Arthur Road, Windsor, SL4 1RS.

**Your policy** is issued, underwritten and administered by Scottish Friendly Assurance Society Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and entered on the Financial Services register under reference no. 110002, with permission to effect and carry out contracts of insurance.

Scottish Friendly Assurance Society Limited is a friendly society incorporated and registered under the Friendly Society Act 1992, whose registered office is at Galbraith House, 16 Blythswood Square, Glasgow G2 4HJ.

Information about **our** business, performance and financial position, and details on how **we** control **our** business and manage risks can be found in **our** Solvency and Financial Condition Report (SFCR) available on **our** website:

www.scottishfriendly.co.uk/about-us/solvency-two

#### The Financial Conduct Authority (FCA)

The Financial Conduct Authority is a financial services regulator. It requires Scottish Friendly, to give **you** this important information to help **you** to decide whether **our** Smart Family Life Insurance with optional covers is right for **you**. **You** should read this document carefully so that **you** understand what **you** are buying, and then keep it safe for future reference.

#### Which service will Smart Insurance provide you with?

Smart Insurance arrange the **policy** on **our** behalf. **You** do not pay Smart Insurance for doing this. **We** send Smart Insurance a commission which is a percentage of the total monthly **premium we** expect to be paid over the entire duration of **your policy**.

**You** will not receive advice or a recommendation from Smart Insurance nor will they charge a fee for this service. Smart Insurance may ask some questions in order to provide a quotation. **You** will then need to make **your** own choice about how to proceed. Smart Insurance only offer protection insurance products from Scottish Friendly.

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# **Key Facts**



The Key Facts of the policy provide you with a summary of our product. The full Terms and Conditions are contained later in this document. **Your policy** is arranged by Smart Insurance, (a trading name of Neilson Financial Services Limited), and is issued, underwritten and administered by Scottish Friendly Assurance Society Limited.

# Smart Family Life Insurance and Optional covers

#### What are the policy types?

**We** know that everyone has different needs, so **we** have two **policy** types available:

- · Age Based **premium** or
- · Level premium.

Both **policy** types are flexible which allow **you** to apply for changes if **your** circumstances change. For example, **you** may be able to increase **your benefit amount** if **you** move to a larger home, or decrease it when the children leave home and **you** decide it's time to downsize. Maybe **your** financial situation changes and **you** decide **you** would like even more peace of mind by adding Critical Illness cover or Children's cover.

#### Age Based policy type – How does it work?

With an Age Based **policy**, the **premium** is recalculated each year at **your policy anniversary**; gradually increasing in line with **your** age.

**Your** monthly **premium** will start lower compared to its equivalent on a Level **policy** type, so this may appeal to those on a tight budget during the early years of holding the **policy**.

Plus, with an Age Based **policy**, **you** can keep it for the rest of **your** life (whole of life) rather than deciding on a fixed **term**.

#### Automatic benefit amount increases:

The Age Based **policy** features a 5% automatic annual increase to **your** chosen **benefit amount** for **your** life **insurance** and any optional cover **you** have.

- This increase is not subject to further health and lifestyle questions.
- It is applied automatically to **your policy** on **your policy anniversary** each year for 10 consecutive years from the **policy start date**.

The automatic **benefit amount** increase is a great way of increasing **your benefit amount** gradually over the years, for example as **your** family or mortgage grows.

#### Level policy type - How does it work?

**Our** Level **policy** is great for people who want certainty, knowing that their increasing age will not affect their monthly **premium** – it will stay the same each year.

- With our Level policy, you have the choice of a fixed term from 10 to 40 years.
- Once you have been covered for the length of the term you choose, your policy will end.

The 5% automatic **benefit amount** increase is not available on a Level **policy**. **You** can ask Smart Insurance to make changes to **your policy**, however these changes may be subject to payment of an additional **premium** based on **your** age and further health and lifestyle questions at the time of the request.

#### How much does Smart Family Life Insurance cost?

The amount of **premium** payable will depend on:

- the benefit amount(s);
- whether you add the optional cover(s);
- the **policy** type **you** choose; and
- **your** personal circumstances, for example **your** age, **your** health, lifestyle, family history and occupation.

The amount of **premium** payable will be stated in **your schedule** which will be sent to **you** at the time **you** are accepted for cover.

# **Smart Family Life Insurance**

#### What is Smart Family Life Insurance?

Smart Family Life Insurance provides financial protection for **your** family if **you** were to pass away. **You** can choose a **benefit amount** from £60,000 to £750,000 depending on **your** age, which will be paid if **you** were to die or suffer a **terminal illness**. Smart Family Life Insurance meets the demands and needs of those who would like the **benefit amount** to help their family with outstanding costs such as; to pay the mortgage, rent or household bills.

#### Who can take out cover?

**You** can apply if, at the **start date**, **you** are resident in the **United Kingdom** and are aged at least 18 and under 65.

#### What is covered?

The Smart Family Life Insurance **benefit amount** will be paid if, whilst covered under the **policy**, **you** die or **you** are diagnosed with a **terminal illness** where death is expected within 12 months and diagnosed by a **medical specialist**.

The amount of benefit payable is specified in **your schedule**.

#### What is not covered?

The Smart Family Life Insurance **benefit amount** will not be paid if **you** die or **you** are diagnosed with a **terminal illness** that is caused directly or indirectly as a result of an intentional self-inflicted injury that occurs within 12 months from the **start date** of the **policy** (the **deferred period**).

For full details about what is covered and what is not covered under Smart Family Life Insurance, please refer to the Terms and Conditions in sections 3 and 5 on pages 19 and 20.

#### When does cover end?

The Smart Family Life Insurance cover ends when the first of the following occurs:

- your date of death or payment of a terminal illness claim;
- the date **you** cancel the **policy**;
- the date **we** cancel the **policy**;
- for a Level **premium policy** only, the date the **policy term** expires; or
- for a Level **premium policy** only, the **policy anniversary** on or following, the attainment of age 79.

# **Optional Children's cover**

#### What is Children's cover?

For a small additional **premium**, Children's cover can be added to **your** Smart Family Life Insurance **policy**. It's designed to help cover extra costs that may be incurred for things like medical expenses if **your** child suffers an **accidental death** or a specified serious injury or illness. **Benefit amounts** are available from £10,000 up to £30,000.

#### Who can take out cover?

If **you** have Smart Family Life Insurance cover, **you** can apply to add Children's cover to **your policy** for any children who are financially dependent on **you**. The children must be under 21 years of age and must be a resident in the **United Kingdom** at the **start date**.

#### What is covered?

The Children's cover **benefit amount** will be paid if, whilst covered under the **policy**, the **insured child**:

- · dies within 90 days of an accident which occurred after the start date, or
- · suffers one of the following injuries or illnesses:
  - » bacterial meningitis resulting in permanent symptoms;
  - » blindness permanent and irreversible;
  - » deafness permanent and irreversible;
  - » encephalitis resulting in permanent symptoms;
  - » loss of hands or feet permanent physical severance;
  - » paralysis total and irreversible; or
  - » traumatic head injury resulting in permanent symptoms.

In the event of a claim for an **insured child**, the Children's cover **benefit amount** is payable once for each **insured child**. The amount of benefit payable is specified in **your schedule**.

#### What is not covered?

We will not pay a Children's cover **benefit amount** when the **insured child** suffers one of the specified insured events, if:

- the condition was known to be present at birth;
- the **insured child** suffers a non-accidental death within 28 days of meeting one of the specified injuries or illnesses;
- symptoms first arose before the **insured child's** cover **start date**; or
- the injury or illness occurred before the insured child's cover start date or occurred during the first three months from the insured child's cover start date (the deferred period).

For full details about what is covered and what is not covered under the Children's cover, please refer to the Terms and Conditions in sections 2 and 4 on pages 22 and 23.

#### When does cover end?

The Children's cover ends for an **insured child** when the first of the following occurs:

- the date of death of the insured child:
- the date of payment of a Children's cover benefit amount for the insured child:
- the date you cancel this optional cover;
- the policy anniversary on, or following, the attainment of age 21 by the insured child: or
- the date **your** Smart Family Life Insurance cover ends.

### **Optional Critical Illness cover**

#### What is Critical Illness cover?

Our optional Critical Illness cover pays a lump sum benefit out of your Smart Family Life Insurance benefit amount if you suffer a critical illness. You can choose a benefit amount of up to 50% of your selected Smart Family Life Insurance benefit amount. The money can be used as you choose – to assist with rehabilitation, to help replace your income whilst you are recovering, or even to pay for a recuperative holiday. With the extra financial support in place, you can focus on getting better, instead of worrying about the finances.

#### Who can take out cover?

You can apply if, at the start date, you:

- · have Smart Family Life Insurance cover;
- · are resident in the United Kingdom; and
- are aged at least 18 and under 60.

#### What is covered?

The Critical Illness **benefit amount** will be paid if **you** suffer any of the following whilst covered under the **policy**:

- cancer excluding less advanced cases;
- coronary artery by-pass grafts with surgery to divide the breastbone;
- heart attack of specified severity; or
- stroke resulting in permanent symptoms.

The full definitions of the illnesses covered are specified in the Glossary section on pages 34 to 38.

The amount of benefit payable is specified in **your schedule**.

In the event a **critical illness** claim is payable, **we** will reduce the Smart Family Life Insurance **benefit amount** by the Critical Illness **benefit amount**. If **we** reduce the Smart Family Life Insurance **benefit amount**, **we** will reduce **your premium** accordingly.

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#### What is not covered?

The Critical Illness cover **benefit amount** will not be paid if:

- you have an illness that does not meet our definition of one of the critical illnesses we cover.
  - For example, some types of **cancer** are not covered (as specified in the definition of **cancer** in the Glossary section on page 34).
- the **critical illness** is directly or indirectly as a result of an intentional self-inflicted bodily injury or attempted suicide.
- the insured event resulting in a claim occurs before, or is related to an event occurring before, the **start date** or occurs during the first three months from the **start date** (the **deferred period**).

For full details about what is covered and what is not covered under the Critical Illness cover, please refer to the Terms and Conditions in sections 2 and 4 on pages 24 and 25.

#### When does cover end?

The **Critical Illness** cover ends when the first of the following occurs:

- the date of **your** death:
- the date of payment of a Critical Illness benefit amount:
- the date you cancel this optional cover;
- the **policy anniversary** on, or following, the attainment of age 64; or
- the date **your** Smart Family Life Insurance cover ends.

#### **General Information**

This section applies to Smart Family Life Insurance and any other optional covers chosen.

#### What is my responsibility under the policy?

When you hold a Smart Family Life Insurance policy, it is your responsibility to:

- answer all the questions asked by Smart Insurance truthfully, accurately and completely to the best of your knowledge when applying for your policy.
- check your statement of fact and inform Smart Insurance if there is anything that is inaccurate or incorrect. The statement of fact shows your health information and is sent to you once you have been accepted for cover.
- ensure regular monthly **premiums** are paid for the duration of the **policy**.
- tell Smart Insurance when **you** change personal details e.g. name, address or bank details.
- check your policy annually, to ensure that it continues to meet your requirements.

#### What are the things to consider?

#### No cash-in value

The **policy** has no cash-in value at any time.

#### Benefit may not be paid

If you do not disclose relevant and accurate information asked for when you apply for your policy and you do not let Smart Insurance know of any inaccuracies in the statement of fact that will be sent to you immediately after your application, your claim may not be paid and your policy may be cancelled, or only part of your benefit amount may be paid, depending on the circumstances.

#### **Affordability**

If you choose an Age Based premium policy, the premium payable will increase each year on your policy anniversary. This option may appeal to those initially on a tight budget, but you will need to remember that as you grow older, the premium will increase each year and if the premium payments cannot be met, then your policy will end and you will receive nothing back.

**You** can decrease **your premium** payments and **benefit amount** at any time, subject to the minimum **benefit amounts** available. Please contact Smart Insurance if **you** need any help with affordability.

#### Missed premiums

If two consecutive **premium** payments are missed when due, **your policy** will end with no value and cover under this **policy** will no longer be provided.

#### Effects of inflation

If you choose a Level **premium policy**, the **benefit amount** and the **premium** payable is fixed when **your policy** starts and does not change. The value of the **benefit amount you** selected may not keep up with inflation and as such the value may reduce over time.

#### Inheritance tax

In the event of **your** death and the **policy** paying out to the estate, there may be an inheritance tax requirement. **You** may be able to avoid inheritance tax by using an appropriate trust. If **you** require any additional information or are unsure about what to do, please speak with a financial advisor or solicitor.

The Government may change the tax position described above.

#### How do I cancel the policy?

**You** have 30 days from the date on which **you** receive **your policy** documents to make sure **you** are happy with **your** cover and decide whether **you** want to keep it.

If **you** want to cancel **your policy** or any optional covers, **you** must contact Smart Insurance within this period for a full refund, subject to no valid claim being made.

If you cancel your policy after the 30 day period then you will not receive any refund of **premium**. To cancel any optional covers you add after your policy start date, you must contact Smart Insurance within 30 days from the date you receive your updated schedule for any related premium to be refunded.

To cancel, please contact Smart Insurance:

- © 0800 458 6901 (weekdays between 9am and 7pm)
- Customer Services Smart Insurance, PO Box 6063, Windsor, SL4 9GL
- service@smartinsurance.co.uk

If **you** do not cancel, **your policy** will start and end as set out in the Terms and Conditions and **your schedule**. **We** will collect **premiums** as agreed.

#### How to make a claim?

To make a claim under this **policy**, please contact Smart Insurance:

- © 0800 458 6901 (weekdays between 9am and 7pm)
- Customer Services Smart Insurance, PO Box 6063, Windsor, SL4 9GL
- (a) claims@smartinsurance.co.uk

For further information regarding how to make a claim, please refer to the Terms and Conditions in section 10 on page 31.

#### How do I make a complaint?

**We** hope that **you** never have reason to complain, but if **you** do, **we** will do **our** best to work with **you** to resolve it. Please contact Smart Insurance:

- © 0800 458 6901 (weekdays between 9am and 7pm)
- © Customer Services Smart Insurance, PO Box 6063, Windsor, SL4 9GL
- service@smartinsurance.co.uk

Please supply **your policy** number so that **your** complaint can be dealt with promptly. If **we**, or Smart Insurance, cannot resolve **your** complaint immediately, an acknowledgment letter will be sent to **you** within five working days. In the unlikely event that **your** complaint is not resolved to **your** satisfaction or after 8 weeks, **you** may refer it to the Financial Ombudsman Service (FOS) at:

- © 0800 023 4567 or 0300 123 9123
- The Financial Ombudsman Service, Exchange Tower, London, E14 9SR
- © complaint.info@financial-ombudsman.org.uk

Following the complaints procedure will not affect your legal rights.

#### What is the Financial Services Compensation Scheme (FSCS)?

Both **we** and Smart Insurance are covered by the FSCS. **You** may be entitled to compensation from the scheme if either party cannot meet their respective obligations under the **policy**. The circumstances of **your** claim will determine whether **you** can make a claim and the amount **you** can claim. The maximum amount the FSCS will pay is 100% of the value of **your** claim, with no upper limit. **You** can obtain more information from the FSCS at:

- **(**\$) 0800 678 1100
- Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU
- www.fscs.org.uk

#### How do I find out more about Critical Illness?

The ABI (Association of British Insurers) give general information about Critical Illness cover in their consumer guide 'Critical Illness cover – what **you** need to know'. **You** can ask Smart Insurance for a copy or **you** can get a copy at:

- The Association of British Insurers, 51 Gresham St, London, EC2V 7HQ
- www.abi.org.uk

This document complies with the ABI Guide to Minimum Standards for Critical Illness cover.

# **Policy Terms and Conditions**

#### Important information about your policy

**Your policy** is arranged by Smart Insurance. Smart Insurance is a trading name of Neilson Financial Services Limited, who is an insurance intermediary, and is authorised and regulated by the Financial Conduct Authority and entered on the Financial Services register under reference no. 594926.

Neilson Financial Services Limited is registered in England and Wales under no. 07986483. Registered Office, 2 Windsor Dials, Arthur Road, Windsor, SL4 1RS.

**Your policy** is issued, underwritten and administered by Scottish Friendly Assurance Society Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and entered on the Financial Services register under reference no. 110002, with permission to effect and carry out contracts of insurance.

Scottish Friendly Assurance Society Limited is a friendly society incorporated and registered under the Friendly Societies Act 1992, whose registered office is at Galbraith House, 16 Blythswood Square, Glasgow G2 4HJ.

This Terms and Conditions document sets out the benefits, terms and exclusions of **your** cover.

Some words or expressions have a special meaning. They appear in bold font and their meaning is explained in the Glossary section on pages 34 to 38.

After **your** application is accepted by **us**, Smart Insurance will issue **you** with a **schedule**.

Your contract of insurance with us consists of:

- your schedule;
- · your application;
- · this Terms and Conditions document; and
- · your statement of fact.

Please keep this document in a safe place for future reference

# **Smart Family Life Insurance**

#### 1. Eligibility

To be eligible for cover under this **policy**, **you** must be resident in the **United Kingdom** and aged at least 18 and under 65 at the **start date**.

#### 2. Interim Accidental Death cover

When **you** apply for **insurance** by phone and **we** require further information to assess **your** application, **you** will automatically be provided with interim cover against **accidental death** whilst **your** application is assessed, except in the circumstances shown below.

We will not pay an Accidental Death cover **benefit amount** if **you** suffer an **accidental death** directly or indirectly as a result of:

- · engaging in criminal acts;
- suicide or attempted suicide;
- the consumption of drugs (unless it was under the direction of a medical specialist and not in connection with treatment for substance abuse, drug addiction or dependence);
- the consumption of intoxicating liquor, including having a blood alcohol content over the prescribed legal limit whilst driving;
- engaging in any professional sport (meaning your livelihood is substantially dependent on income received as a result of playing sport);
- engaging in any motor sports as a rider, driver or passenger;
- war, invasion, hostilities (whether war is declared or not), civil war, rebellion, revolution or taking part in a riot or civil commotion; or
- being a pilot or crew member of any aircraft, or engaging in any flying activity, other than as a passenger in a commercially licensed aircraft.

The amount of interim Accidental Death cover is the Smart Family Life Insurance **benefit amount you** apply for. This cover is provided at no additional cost to **you** and is subject to the terms explained in this document.

**Your** Interim Accidental Death cover will end on the date **you** are informed of the outcome of **your** application or 90 days from the date of **your** application, whichever is sooner.

#### 3. What is covered

**We** will pay the Smart Family Life Insurance **benefit amount** if, whilst covered under the **policy**, **you** die or **you** are diagnosed with a **terminal illness** where death is expected within 12 months and has been diagnosed by a **medical specialist**.

#### 4. Amount of cover

The minimum **benefit amount** under the **policy** is £60,000. The maximum **benefit amount** under the **policy** at the **start date** is specified in the table below:

Age at start date	Maximum benefit amount
18-44	£750,000
45-54	£400,000
55-59	£250,000
60-64	£150,000

The amount of benefit payable is specified in your schedule.

If **you** request to increase the **benefit amount(s)** after the **start date**, then the maximum **benefit amount** is based on the above table and **your** current age.

The total benefits payable under Smart Family Life Insurance cannot exceed:

- for a Level premium policy only, the maximum benefit amount based on your age at the start date.
- for an Age Based premium policy only, the maximum benefit amount based on your age at the start date plus any automatic benefit amount increases under the policy.

If applicable, the Smart Family Life Insurance **benefit amount** will be reduced by the amount of any **critical illness** benefit paid in the event of a valid claim. If **we** reduce the Smart Family Life Insurance **benefit amount**, **we** will reduce **your premium** accordingly.

#### 5. What is not covered

We will not pay a **benefit amount** if **you** die or are diagnosed with a **terminal illness**, directly or indirectly as a result of an intentional self-inflicted injury, within 12 months from the **start date** of the **policy** (the **deferred period**).

**We** may apply specific exclusions before **your policy** is issued. These will be shown in **your schedule** under the 'Additional exclusions and limitations' section.

#### 6. Cover start and end dates

Cover starts on the **start date** as set out in **your schedule**.

Smart Family Life Insurance cover ends when the first of the following occurs:

- the date of death or payment of a **terminal illness** claim;
- the date **you** cancel the **policy**;
- the date **we** cancel the **policy**;
- the date **you** miss two consecutive **premium** payments; or
- for a Level **premium policy** only, the date the **policy term** expires (as stated in **your schedule**) or the **policy** anniversary on or following the attainment of age of 79.

For an Age Based **premium policy** only, cover will continue for the whole of **your** life, except in the circumstances listed above.

# **Optional Children's cover**

This section of the Terms and Conditions document applies if **you** have Children's cover as detailed in **your schedule** and **you** have agreed to pay the **premium**.

#### 1. Eligibility

If **you** have Smart Family Life Insurance cover, **you** can apply to add Children's cover to **your policy** for any children who are financially dependent on **you**. The children must be under 21 years of age and must be resident in the **United Kingdom** at the **start date** or if Children's cover is added to the **policy** later, the date when they are accepted for cover.

#### 2. What is covered

We will pay the **benefit amount** if, whilst covered under the **policy**, the **insured child**:

- · dies within 90 days of an **accident** which occurred after the **start date**, or
- suffers one of the following injuries or illnesses:
  - » bacterial meningitis resulting in permanent symptoms;
  - » blindness permanent and irreversible;
  - » deafness permanent and irreversible;
  - » encephalitis resulting in permanent symptoms;
  - » loss of hands or feet permanent physical severance;
  - » paralysis total and irreversible; or
  - » traumatic head injury resulting in permanent symptoms.

The injury or illness must be diagnosed by a **medical specialist** and confirmed by **our** medical advisers.

#### 3. Amount of cover

When **you** apply for cover, the minimum **benefit amount** for each **insured child** is £10,000 up to a maximum of £30,000.

Each **insured child** can be covered for different individual **benefit amounts**, based on the limits above. In the event of a claim for an **insured child**, the Children's cover **benefit amount** is payable once for each **insured child**. The amount of benefit payable is specified in **your schedule**.

The **maximum benefit amount** payable for each **insured child** cannot exceed £30,000 for a Level **premium policy** or £30,000 plus any automatic **benefit amount** increases for an Age Based **premium policy**.

#### 4. What is not covered

**We** will not pay a Children's cover **benefit amount** when the **insured child** suffers one of the specified insured events, if:

- the condition was known to be present at birth;
- the **insured child** suffers a non-accidental death within 28 days of meeting one of the specified injuries or illnesses;
- symptoms first arose before the insured child's cover start date; or
- the injury or illness occurred before the insured child's cover start date or occurred during the first three months from the insured child's cover start date (the deferred period).

#### 5. Cover start and end dates

Children's cover starts for an **insured child** on the **start date** as set out in the **schedule**. The Children's cover ends for an **insured child** when the first of the following occurs:

- the date of death of that insured child:
- the date of payment of a Children's cover benefit amount for that insured child;
- the date you cancel this optional cover;
- the policy anniversary on, or following, the attainment of age 21 by that insured child; or
- the date **your** Smart Family Life Insurance cover ends.

# **Optional Critical Illness cover**

This section of the Terms and Conditions document applies if **you** have Critical Illness cover as detailed in **your schedule** and **you** have agreed to pay the **premium**.

#### 1. Eligibility

**You** are eligible for Critical Illness cover if **you** have Smart Family Life Insurance cover, are resident in the **United Kingdom** and are aged at least 18 and under 60 at the **start date** or if Critical Illness cover is added later, the date when **you** are accepted for cover.

#### 2. What is covered

The Critical Illness **benefit amount** will be paid if **you** suffer any of the following whilst covered under the **policy**:

- cancer excluding less advanced cases;
- · coronary artery by-pass grafts with surgery to divide the breastbone;
- · heart attack of specified severity; or
- stroke resulting in permanent symptoms.

The full definitions of the illnesses covered are specified in the Glossary section on pages 34 to 38.

The **critical illness** must be diagnosed by a **medical specialist** and confirmed by **our** medical advisers.

#### 3. Amount of cover

When **you** apply for cover, the minimum Critical Illness cover **benefit amount** is £30,000. The maximum Critical Illness cover **benefit amount** under the **policy** at the **start date** is the lesser of the maximum **benefit amount** shown below or 50% of the Smart Family Life Insurance **benefit amount** provided under the **policy**.

Age at start date	Maximum benefit amount
18-44	£375,000
45-54	£200,000
55-59	£125,000

The amount of benefit payable is specified in **your schedule**.

If **you** request to increase the **benefit amount(s)** after the **start date**, then the maximum **benefit amount** is the lesser of:

- the maximum benefit amount shown in the above table based on your current age; or
- 50% of the Smart Family Life Insurance **benefit amount** provided under the **policy**.

In the event a **critical illness** claim is payable, **we** will reduce the Smart Family Life Insurance **benefit amount** by the Critical Illness **benefit amount**. If **we** reduce the Smart Family Life Insurance **benefit amount**, **we** will reduce **your premium** accordingly.

#### 4. What is not covered

We will not pay the Critical Illness cover benefit amount if:

- you have an illness that does not meet our definition of one of the critical illnesses we cover.
  - For example, some types of **cancer** are not covered (as specified in the definition of **cancer** in the Glossary section on page 34).
- the **critical illness** is directly or indirectly as a result of an intentional self-inflicted bodily injury or attempted suicide.
- the insured event resulting in a claim occurs before, or is related to an event occurring before, the **start date** or occurs during the first three months from the **start date** (the **deferred period**).

We may apply specific exclusions before **your policy** is issued. These will be shown in **your schedule** under the 'Additional exclusions and limitations' section.

#### 5. Cover start and end dates

Critical Illness cover starts on the **start date** as set out in the **schedule**.

The Critical Illness cover ends when the first of the following occurs:

- the date of your death;
- the date of payment of the Critical Illness benefit amount;
- the date you cancel this optional cover;
- the **policy anniversary** on, or following, the attainment of age 64; or
- the date **your** Smart Family Life Insurance cover ends.

# General conditions and information about your policy

This section applies to the Smart Family Life Insurance cover and any other optional covers selected.

#### 1. Policy types

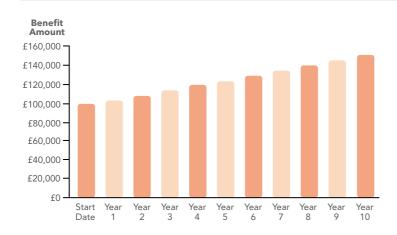
**We** have two **policy** types to choose from; Age Based **premium** or Level **premium**. Both **policy** types are flexible which allow **you** to apply for changes if **your** circumstances change.

#### 1.1 Age Based policy

With an Age Based **policy**, **your policy** can be kept for the rest of **your** life (whole of life), provided **premiums** are paid. **Your premium** is based on **your** age and is recalculated each year at **your policy anniversary** gradually increasing in line with **your** age.

**Automatic benefit amount increases: your** Age Based **policy** features a 5% automatic annual increase to **your** chosen **benefit amount** for **your** life **insurance** and any optional cover **you** have. This increase is not subject to further health and lifestyle questions. It is applied automatically on **your policy anniversary** each year, for ten consecutive years from the **policy start date.** 

Example: If you have chosen a £100,000 benefit amount at the start of the policy, the next year you will be covered for £105,000. At the end of ten years, assuming you don't opt out of the increase, your benefit amount would be £150,000 as shown in the chart below.



The automatic increase to **your benefit amount(s)** will continue even when the maximum **benefit amount** at the **start date** is met or exceeded.

**You** will be sent a new **schedule** each year at least 30 days before **your policy anniversary**, which will show **your** new **benefit amount** with the 5% automatic increase included and **your** new monthly **premium**, recalculated based on age and the automatic increase.

At this point **you** can decide to accept the **benefit amount** increase (in which case **you** wouldn't need to do anything), or if **you** wish to opt-out of it, **you** can contact Smart Insurance to let them know (in which case a replacement **schedule** will be issued, showing **your** rise in **premium** based on age only). If **you** change **your** mind, **you** can still opt back into any future 5% **benefit amount** increases remaining in the 10 year period.

#### 1.2 Level policy

The **benefit amount** and the **premium** payable are fixed when **your policy** is accepted and remains fixed throughout the **term** of the **policy**. **You** choose a **term** between 10 and 40 years and the cover will end at the earliest of **your** selected **term** or on the **policy anniversary** on, or following, the attainment of age 79.

#### 2. Premium payments

**Your premium** will be debited from **your** nominated bank account monthly on the date of **your** choice.

All **premiums** are to be paid in **United Kingdom** currency (£ sterling) from a **United Kingdom** bank account.

**Your premium** is based on the following: the **benefit amount**, any optional covers, the **policy** type **you** have selected and **your** personal circumstances, for example, age, health and lifestyle, family history and occupation.

#### 3. Missed premium payments

As soon as one **premium** payment is missed, Smart Insurance will attempt to contact **you** to discuss **your** payment arrangements and may also reattempt collection of **your premium** from **your** nominated bank account.

If two consecutive monthly payments are not paid, this **policy** will automatically end with no value and **we** will have no further responsibility in respect of this **policy**. At **our** absolute discretion, **we** may reinstate the cover if the outstanding **premiums** are paid to **us** in full, although **we** reserve the right to make any variation in the cover provided.

#### 4. Changing your insurance

#### 4.1 Changes you can make

**You** may apply, at any time, to change **your policy** during the period of **insurance**, however, **we** cannot guarantee that **we** will be able to make the changes **you** request.

Any changes accepted may be subject to payment of an additional **premium** based on age and further health and lifestyle questions at the time of the request.

If **your** changes are accepted, **you** will receive confirmation of these changes including, if applicable, a new **schedule**. The new **schedule** will replace all previous versions issued.

**You** can apply to make changes to **your policy**, including; updating personal details, adding on an optional cover or changing the **benefit amount**.

If **you** have stopped smoking for more than 12 consecutive months and wish to change **your** smoker status for the purpose of reassessing **your insurance premium** rating, **you** may apply to do so.

#### 4.2 Changing your benefit amount

If at any time **you** decide **you** would like to apply to increase the **benefit amount**, **you** will not be eligible for the increased amount if a valid claim occurs during any applicable **deferred period**. In the event of a valid claim, if a **deferred period** applies, **we** will only pay the **benefit amount** which **we** would have paid had **you** not increased the **benefit amount**.

If **you** request to increase the **benefit amount**, this will be subject to further questions about **your** health. The **benefit amount** increase will also be subject to the maximum **benefit amounts** available.

If you wish to do so, you can reduce the **benefit amount** at any time, subject to the minimum **benefit amount** that is available. If you do reduce the **benefit amount**, the **premium** will be reduced accordingly.

#### 4.3 Changes we can make

We can change the terms and conditions of your policy that we reasonably consider are appropriate. These changes could affect the amount and type of cover provided under the policy. We may also make changes due to the result of a change to any applicable legislation or regulation of taxation.

If **we** do decide to make any changes to **your policy**, Smart Insurance will write to tell **you** at least 28 days before the change takes effect.

#### 4.4 Changes to your medical circumstances after the policy starts

If, after the **start date**, **you** suffer symptoms of, or are diagnosed with, or has treatment for any new medical condition which **you** were unaware of before the **start date**, this will not affect the **policy** and **you** do not need to notify Smart Insurance of this change.

#### 5. Annual review of cover

It is **your** responsibility to review the cover annually to ensure it remains adequate for **your** needs.

#### 6. Multiple policies

If you are covered under more than one Smart Family Life Insurance policy, the maximum benefit amount limit is applied. In the event of a claim, should we need to reduce the benefit amount payable due to the maximum limit being exceeded, we will reduce the benefit amount of the Smart Family Life Insurance policy most recently commenced and any appropriate premiums will be refunded in respect of the ineligible benefit amount.

#### 7. Governing law

This **policy** is governed by the laws of England and Wales unless, at the **policy start date**, **you** are resident in Scotland, in which case this **policy** is governed by the laws of Scotland.

All policy communication will be in English.

#### 8. Data protection notice

**We** and Smart Insurance fully comply with all applicable Data Protection Legislation and Regulation which protects **you** when:

- we or Smart Insurance contact you;
- you contact us or Smart Insurance;
- you visit Smart Insurance's website.

Smart Insurance promises to keep **your** data safe and private, give **you** ways to manage **your** marketing choices at any time and not sell **your** data to anyone else.

Smart Insurance shall endeavour to ensure that the personal information they obtain and use will always be held, used, transferred and otherwise processed in accordance with applicable data protection laws and regulations.

The Data Protection Law allows Smart Insurance to use personal information only if they have a clear reason to do so. In order to meet these requirements, Smart Insurance will only process personal data in the following circumstances:

- · when it has a legitimate interest to do so;
- · when it has a legal duty to;
- in the absence of any of the above, when **you** consent to it.

**You** understand that **we**, and Smart Insurance, have a legal obligation to ensure that the information within the records held is kept up to date, but can only do so if provided with the up to date information by **you**.

By providing personal information, **you** consent that this information will be used by **us**, **our** reinsurers, Smart Insurance and their service suppliers for administration and customer service including claims handling.

**You** understand that Smart Insurance will only use **your** personal information to send **you** marketing messages if Smart Insurance have **your** explicit consent to do so. **You** understand that **you** can withdraw **your** consent to receive marketing messages at any time by informing Smart Insurance.

**You** are able to contact the Data Protection Officer at Smart Insurance at any time, to request a paper copy of Smart Insurance's Privacy Policy. Alternatively, please visit the Smart Insurance website where **you** can view and download a copy.

#### 9. Accuracy of information

We may not pay part or all of a claim and may have the right to cancel the **policy** at the time if, when **you** applied for the **policy** or when making a claim, **you** failed to answer all **our** questions truthfully, accurately and completely to the best of **your** knowledge and/or **you** do not provide all the information Smart Insurance ask for, and/or **you** do not tell them of any inaccuracies before or immediately after **your policy** is issued.

If your date of birth as shown on your schedule is incorrect, the terms of the policy shall be cancelled and reissued based on terms that would have applied if the correct date of birth had been given. This could include increasing the amount of premium payable, reducing the benefit amount or cancelling this policy.

#### 10. How to make a claim

Claims should be made as soon as possible after the insured event occurs. To make a claim under this **policy**, please contact Smart Insurance by either:

- © 0800 458 6901 (weekdays between 9am and 7pm)
- Customer Services Smart Insurance, PO Box 6063, Windsor, SL4 9GL
- (a) claims@smartinsurance.co.uk

Smart Insurance will send a claim form to be completed, signed and returned. We may also require the life insured's treating doctor or a medical specialist to complete a report which will be at our expense. It may also be necessary to access the life insured's medical records. We may also require further information or documentary evidence to assess the claim, such as, in the case of death claims, a certified copy of a death certificate.

Before a claim is payable, **we** reserve the right to require the **life insured** to undergo, at **our** expense, examinations or other reasonable tests to confirm the occurrence of an insured event.

If any information or documentation that would reasonably be required to assess the claim is not provided by the claimant, **we** will not be able to process the claim until the information or documentation is made available.

Once the claim is accepted, **we** will pay the **benefit amount** due to **you** or the person who is legally entitled to it, whichever is appropriate.

If applicable, **we** will refund any **premium(s)** collected after the date of death in respect of the **life insured**, or the date of diagnosis or certification by a **medical specialist** where a valid claim is made in respect of the **life insured**.

When **we** pay a claim, the **insurance** benefit will end for that **life insured** and **we** will have no further responsibility under the **insurance** for that **life insured** following such payment.

#### 11. Cancellation rights

**You** have 30 days from the date on which **you** receive **your policy** documents to make sure **you** are happy with **your** cover and decide whether **you** want to keep it

If **you** want to cancel **your policy** or any optional covers within this period, please contact Smart Insurance:

- (\$) 0800 458 6901 (weekdays between 9am and 7pm)
- Customer Services Smart Insurance, PO Box 6063, Windsor, SL4 9GL
- service@smartinsurance.co.uk

When Smart Insurance receives **your** letter or phone call, the **policy** will be cancelled and **you** will be sent a letter of confirmation. Any **premium you** may have paid will be refunded, subject to no valid claim being made.

If **you** wish to cancel **your policy** after the 30 day period then **you** can do this by contacting Smart Insurance. If **you** do, **you** will not receive any refund of **premium**.

If **you** have added an optional cover at a later date, **you** can contact Smart Insurance to cancel this within 30 days from the date **you** received **your** updated **schedule**. The optional cover will be cancelled and any related **premium** refunded.

We can cancel this **policy** in any of the following circumstances:

- due to your non-disclosure of any information that would affect the cover provided under this policy;
- if **we** believe a claim to be false or fraudulent;
- if your incorrect date of birth was given at the time of application; or
- if two consecutive **premium** payments were not paid when due.

If **you** do not cancel, **your policy** will start and end as set out in the Terms and Conditions and **your schedule**. **We** will collect **premiums** as agreed.

#### 12. Complaints procedure

**We** and Smart Insurance hope that **you** never have reason to complain, but if **you** do, **we** will do **our** best to work with **you** to resolve it. Should **you** wish to make a complaint, please contact Smart Insurance:

- © 0800 458 6901 (weekdays between 9am and 7pm)
- Customer Services Smart Insurance, PO Box 6063, Windsor, SL4 9GL
- service@smartinsurance.co.uk

When contacting Smart Insurance, please confirm **your policy** number.

Depending upon the nature of **your** complaint, Smart Insurance may deal with **your** complaint directly or send it through to **us**.

**We** or Smart Insurance, will aim to deal with **your** complaint promptly. If **your** complaint cannot be addressed immediately, an acknowledgment letter will be sent to **you** within five working days of receipt of **your** complaint.

**Your** complaint will continue to be investigated and if **we**, or Smart Insurance, are unable to respond within four weeks of receipt of **your** complaint, **you** will receive written confirmation that **your** complaint is still being investigated.

Within 8 weeks of receiving **your** complaint, **you** will either be sent the full and final response detailing the results of the investigation or it will be confirmed that the investigations are still on-going.

If **you** remain dissatisfied after **you** have received the full and final response or, after 8 weeks **you** do not wish to wait for the investigations to be completed, **you** can refer **your** complaint to the Financial Ombudsman Service (FOS):

- © 0800 023 4567 or 0300 123 9123
- The Financial Ombudsman Service, Exchange Tower, London, E14 9SR
- © complaint.info@financial-ombudsman.org.uk

Following the complaints procedure will not affect your legal rights.

#### 13. Financial Services Compensation Scheme (FSCS)

Both **we** and Smart Insurance are covered by the FSCS. **You** may be entitled to compensation from the scheme if either party cannot meet their respective obligations under the **policy**. The circumstances of **your** claim will determine whether **you** can make a claim and the amount **you** can claim. The maximum amount the FSCS will pay is 100% of the value of **your** claim, with no upper limit. **You** can obtain more information from the FSCS at:

- **(**\$\) 0800 678 1100
- Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU
- www.fscs.org.uk

#### 14. Solvency II Directive

Under the Solvency II directive, **we** are required to provide **you** with a Solvency and Financial Condition Report and **you** can access this via **our** website:

(about-us/solvency-two) www.scottishfriendly.co.uk/about-us/solvency-two

# Glossary

In this document, some words appear in bold font, for example, **policy**. These words have special meanings as explained below.

**Accident** means a sudden and unforeseen event resulting in bodily injury occurring whilst this **policy** is in force, where the injury is directly and solely caused by accidental, violent and external means and where the injury is not self-inflicted

**Accidental death** means death occurring as a direct result of an **accident**, independent of any other cause which took place while the **life insured** was covered under the **policy** and where death occurs within 90 days of the **accident**.

**Bacterial meningitis** means a definite diagnosis of bacterial meningitis resulting in **permanent neurological deficit with persisting clinical symptoms**. For the above definition, the following are not covered:

• all forms of meningitis other than those caused by bacterial infection.

**Benefit amount** means the amount payable upon occurrence of an insured event covered under this **policy** in respect of a **life insured**. The **benefit amount** for each type of cover for each **life insured** is shown in the **schedule**.

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

**Cancer** means any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue.

The term malignant tumour includes leukaemia, sarcoma and lymphoma except those that arise from or are confined to the skin (including cutaneous lymphomas and sarcomas).

For the above definition, the following are classified as less advanced cases and are not covered under this **policy**:

- · all cancers which are histologically classified as any of the following:
  - » pre-malignant;
  - » cancer in situ;
  - » having borderline malignancy; or
  - » having low malignant potential.
- all tumours of the prostate unless histologically classified as having a Gleason score of 7 or above or having progressed to at least TNM classification cT2bN0M0 or pT2N0M0 following prostatectomy (removal of the prostate).

- All urothelial tumours unless histologically classified as having progressed to at least TNM classification TINOMO.
- Malignant melanoma skin cancers that are confined to the epidermis (outer layer of skin).
- All cancers (other than malignant melanoma) that arise from or are confined to one or more of the epidermal, dermal, and subcutaneous tissue layers of the skin (including cutaneous lymphomas and sarcomas).
- All thyroid tumours unless histologically classified as having progressed to at least TNM classification T2NOMO.
- Neuroendocrine tumours without lymph node involvement or distant metastases unless classified as WHO Grade 2 or above.
- Gastrointestinal stromal tumours without lymph node involvement or distant metastases unless classified by either AFIP/Miettinen and Lasota as having a moderate or high risk of progression, or as UICC/TNM8 stage II or above.

**Coronary artery by-pass grafts** means the undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a Consultant Cardiologist to correct narrowing or blockage of one or more coronary arteries with by-pass grafts.

**Critical illness** means **cancer** – excluding less advanced cases, **coronary artery by-pass grafts** – with surgery to divide the breastbone, **heart attack** – of specified severity or **stroke** – resulting in **permanent** symptoms.

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

**Deferred period** means the period the **life insured** has to wait before being eligible for a **benefit amount** to be payable.

**Encephalitis** means a definite diagnosis of encephalitis by a Consultant Neurologist resulting in **permanent neurological deficit with persisting clinical symptoms**.

For the above definition the following is not covered:

• myalgic encephalomyelitis and chronic fatigue syndrome.

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**Heart attack** means a definite diagnosis of acute myocardial infarction with death of heart muscle as evidenced by all of the following:

- Typical clinical symptoms (for example, characteristic chest pain).
- New characteristic electrocardiographic changes or new diagnostic imaging changes.
- The characteristic rise of cardiac enzymes or Troponins recorded at the following levels or higher: - Troponin T > 200 ng/L (0.2 ng/ml or 0.2 ug/L) -Troponin I > 500 ng/L (0.5 ng/ml or 0.5 ug/L)

The evidence must show a definite acute myocardial infarction.

For the above definition, the following are not covered:

- · Myocardial injury without myocardial infarction.
- · Angina without myocardial infarction.

**Insurance** means, in respect of a **life insured**, the **insurance benefit amount(s)** that have been applied for by the **policyowner** and accepted by **us** as indicated on the **schedule**.

**Insured child** in respect of the optional Children's cover means **your** financially dependent child and the child named in the **schedule**.

**Irreversible** means cannot be reasonably improved upon by medical treatment and/or surgical procedures used by the National Health Service (NHS) in the **United Kingdom** (or if appropriate, the equivalent to the NHS if the insured event occurs in another country) at the time of the claim.

**Life insured** means **you** and, if applicable, in respect of Children's cover only, an **insured child**.

**Loss of hands or feet** means **permanent** physical severance of a hand or foot at or above the wrist or ankle joint.

Medical specialist means a person who:

- is a Consultant at a hospital in the **United Kingdom** or country where the insured event giving rise to the claim arose;
- is acceptable to our Chief Medical Officer; and
- is a specialist in an area of medicine appropriate to the cause of the claim.

The **medical specialist** must not be **you**, **your** spouse, partner, relative or business associate.

**Paralysis** means total and **irreversible** loss of muscle function to the whole of any two limbs.

**Permanent** means expected to last throughout life with no prospect of improvement, irrespective of when the cover ends or the **life insured** expects to retire.

**Permanent neurological deficit with persisting clinical symptoms** means dysfunction in the nervous system that is present on clinical examination and expected to last throughout the **life insured's** life. To include numbness, hyperaesthesia (increased sensitivity), paralysis, localised weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty in swallowing), visual impairment, difficulty in walking, lack of coordination, tremor, seizures, dementia, delirium and coma.

The following are not covered:

- an abnormality seen on brain or other scans without definite related clinical symptoms;
- neurological signs occurring without symptomatic abnormality, e.g. brisk reflexes without other symptoms; or
- · symptoms of psychological or psychiatric origin.

**Policy** means the legal contract between the **policyowner** and **us**. The **Policy** Terms and Conditions, **your** application, any future application accepted by **us**, the **statement of fact**, the current **schedule**, and any special conditions, amendments, or endorsements make up the **policy**.

**Policy anniversary** means the anniversary of the date on which **your** first **premium** payment for this **policy** was requested.

**Policyowner, you, your** means the owner of this **policy**. This **policy** may not be transferred or assigned to another person.

**Premium** means the amount of money **we** charge **you** on a monthly basis for this **policy**.

**Schedule** means the schedule to this **policy**, or any replacement schedule, issued by Smart Insurance and showing the details of the cover provided by this **policy**.

**Start date** means the date an application for a **life insured** is accepted by **us** and cover starts as set out in **your schedule**. If changes are made to **your policy** after the start date, these changes and any applicable **deferred periods** are effective from the date of the change.

**Statement of fact** means a statement of the information supplied by **you**, on which **your policy** is based.

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**Stroke** means death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in **permanent neurological deficit with persisting clinical symptoms**. For the above definition, the following are not covered:

- transient ischaemic attack:
- · traumatic injury to brain tissue or blood vessels;
- death of tissue of the optic nerve or retina/eye stroke.

**Term** means, for a Level **premium policy** only, the total length of time the **policy** runs for from the **start date**, as specified in the **schedule**.

**Terminal illness** means a definite diagnosis by the attending **medical specialist** of an illness that satisfies both of the following:

- the illness either has no known cure or has progressed to the point where it cannot be cured; and
- in the opinion of the attending **medical specialist**, the illness is expected to lead to death within 12 months.

**Traumatic head injury** means death of brain tissue due to traumatic injury resulting in **permanent** neurological deficit with persisting clinical symptoms.

United Kingdom means England, Northern Ireland, Scotland or Wales.

**We, us, our** means Scottish Friendly Assurance Society Limited who are responsible for the issue, underwriting and administration of **your policy**.

You, your means the policyowner.

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# 0800 458 6901

Lines are open from 9am to 7pm Monday to Friday (excluding bank holidays). Calls are recorded for training and quality purposes.

- service@smartinsurance.co.uk
- (a) Smart Insurance, PO Box 6063, Windsor, SL4 9GL

#### **Customers with Disabilities**

This document and other associated documentation are also available in other formats. If you require an alternative format, please contact Smart Insurance.