

# Over 50s Life Cover Policy Conditions

The guaranteed way to leave money for your loved ones when you die

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This Policy Conditions document sets out the rules for Over 50s Life Cover.

We're National Friendly and we both manufacture and administer this product. This means we've created it and are responsible for how it works. This document is part of the contract between us - an agreement on how this product will work for you.

The Policy Conditions should be read alongside your Policy Schedule which we send you in your welcome pack. It shows the specific details of your policy including your personal details, the payments you'll make to us and the amount we'll pay out.

Another important document is the Policy Summary which gives a summary of the key information for Over 50s Life Cover.

Please keep your documents safe so you can refer to them and your loved ones can find them when it's time to claim.

You should review your cover from time to time to make sure it's still right for your needs.

If you have any questions about your policy, or if you would like to request any of the documents listed above, please contact us using the details on the back page. We're able to provide all documents in Braille, large print or audio if you need.

#### **Definitions**

We'll always try to use language which is easy to understand. Occasionally we may need to use words or phrases which have specific meanings.

We've given the definitions of these here to help you understand them. All other words and phrases in this Policy Conditions document are left to their normal meaning or dictionary definition.

#### **Accidental death**

Where the cause of death has been confirmed as the result of an accident rather than an illness, disease or existing physical problem. The death must have occurred within 30 days of the accident and be confirmed on a death certificate or by any additional medical evidence we request.

#### Non-accidental death

Death which is not accidental death as defined above.

We will not consider the following to be causes of accidental death:

- Suicide or where death was caused by you deliberately hurting yourself
- Drinking too much alcohol, or misuse or overdose of illegal drugs, prescription or overthe-counter drugs, where any of these is a major factor in your death
- Death as a result of participation in: flying where you are not a fare-paying passenger, parachuting, skydiving, hang gliding, motor sport, powerboat racing, diving, mountaineering, or potholing
- Death in countries (or specific areas within countries) to which the Foreign, Commonwealth and Development Office (FCDO) advises against any travel, or to those where only essential travel is advised

#### Payout/sum assured

The sum of money we guarantee to pay if you die from a non-accidental cause after your qualifying period.

We will pay double this amount if you die as a result of an accident at any time after your policy has started, so long as you haven't claimed the terminal illness benefit.

The sum assured for your policy (your payout) is shown on your Policy Schedule.

#### **Policy schedule**

This shows the details of your particular policy, including the payments you'll make and the amount we'll pay out.

#### **Qualifying period**

The time your policy needs to be in place before we'll pay the full payout. The qualifying period will be either six months or two years depending on whether you chose to answer two medical questions during the application process and the responses you gave.

The qualifying period for your policy is shown on your Policy Schedule.

#### **Terminal illness**

A terminal illness (not resulting from an accident) is one that has progressed to a point where it cannot be cured, and in the opinion of your UK-based hospital consultant, it's expected to lead to death within 12 months.

#### UK

When we say the UK, we mean England, Scotland, Wales, and Northern Ireland. Not the Channel Islands or the Isle of Man.

#### 1.0 Your policy

#### How your policy works

- 1.1 Your Over 50s Life Cover is a whole of life policy. This means it will pay out a sum of money on your death, whenever that happens, so long as the policy is still active.
- 1.2 We'll pay the full payout shown on your Policy Schedule if you die from a non-accidental cause <u>after</u> your qualifying period.
- 1.3 If you die from a non-accidental cause during your qualifying period, we'll pay out a sum equal to the payments you've already made.
- 1.4 If you die from an accidental cause after the policy has started, we will pay double your payout.

We will not pay this benefit if you previously claimed the Terminal Illness benefit. Instead we will pay the remainder of your payout.

- 1.5 It is important to be aware that your payout doesn't increase over time. Its value will be reduced as the cost of living generally increases over time.
- 1.6 You can have any number of Over 50s Life Cover policies with us, but your combined payments for them can't be more than the maximum amount we've set.
- 1.7 Non-smokers must be at least 50 years old and no older than 80 years old when taking out the policy. Smokers must be at least 50 and no older than 75 when taking out the policy.

1.8 You also need to be a UK resident when you take out the policy. This means you have to have a UK address where you live for at least six months a year.

If you later move abroad, you'll need to keep a UK bank account which we'll take your payments from.

1.9 Your policy will last for the rest of your life, providing you continue to make payments when they are due.

#### **Your policy contract**

- 1.10 Your Policy Schedule shows the start date of your Over 50s Life Cover with National Friendly.
- 1.11 Your policy is based on your life only, we don't offer joint policies.
- 1.12 We'll send you a statement reminding you of your cover every three years throughout your policy.

#### **Making your payments**

1.13 Payments are due each month by direct debit. You can pay your direct debit on any day between the 1st and 28th of the month.

If you choose to pay yearly instead, you'll need to pay in advance at the same time each year.

- 1.14 Payments will be due from the start date shown on your Policy Schedule.
- 1.15 We won't collect any more payments once we've been told of your death. We'll refund any payments collected in the time between your death and when we are told.
- 1.16 You could live long enough to pay more in total for your policy than the payout amount. We will provide this information on your Policy Schedule.

#### Missing one or more payments

- 1.17 It's important to keep up your payments so your cover continues. If you know of any problems with your payments or any changes to your direct debit, please contact us.
- 1.18 If you miss a payment, we will let you know. We will attempt to take payment for the outstanding amount the following month.
- 1.19 If you miss three payments in a row, we'll close your policy and you will lose all cover. You won't be able to re-open it and you won't get any money back.
- 1.20 If you die and you have missed payments but the policy is still open, we will take the amount you owe from the payout before it's paid.

#### **Access to private GP services**

- 1.21 Your policy has the discretionary benefit of free access to our virtual GP service, called Friendly GP. This allows you to speak with a GP quickly and easily when you need their help.
- 1.22 You can arrange unlimited telephone consultations, 24 hours a day, 7 days a week or video consultations between certain hours.
- 1.23 The GPs can give you private prescriptions if they're needed. These can be delivered to you or a pharmacy you choose but you will have to pay for them.
- 1.24 The GPs can provide you with an open private referral letter if they feel you would benefit from seeing a consultant or specialist.
- 1.25 For more information please visit our website or contact us using the details on the back page.

#### 1.0 Your policy continued

# Making plans for who gets the money

#### Making a nomination

- 1.26 As long as your policy is not in trust, at any time you can name (nominate) one or more people you want to receive your payout. This will allow us to pay some or all of your payout to your loved ones guicker.
- 1.27 You can do this for up to £5,000. This limit is across all policies you hold with National Friendly.
- 1.28 If the total value of claims when you die is more than £5,000, we will pay the first £5,000 under the terms of the nomination and any amount over £5,000 in line with our death claims process. We will explain all of this to the person making the claim.
- 1.29 You should review your nomination from time to time and update it if you change your mind.

#### Putting the policy in trust

- 1.30 At any time you can arrange for this policy to be held in trust for your chosen beneficiaries (the person or people you want the payout to go to). Please note if you do this, you won't be able to claim the terminal illness benefit.
- 1.31 A trust is a legal arrangement which allows you to instruct a trustee or trustees to distribute the payout to the person or people you want it to go to.
- 1.32 Placing a policy into trust may have tax advantages, particularly if inheritance tax might normally apply. You should check that the trust you choose allows you to use and/or direct the benefits of the policy as you want.
- 1.33 We cannot provide any advice on which trust, if any, is best for you. We recommend you get legal advice before you make a decision. We have a limited range of trust forms available to help you, please contact us if you'd like us to send them to you.
- 1.34 If you would like details of other trusts you should arrange this yourself through a solicitor.
- 1.35 If you choose to place your policy in trust you'll need to send us a copy of the trust deed addressed to: Customer Services, National Friendly, 11-12 Queen Square, Bristol BS1 4NT.

# 2.0 Making changes to your policy

#### Changes to your cover level

- 2.1 If you want to increase your cover with us, you'll have to take out another policy. Please contact us or your adviser if you have one to discuss your options. You won't be able to pay more for your combined policies than the maximum payment which applies at the time.
- 2.2 If you want to reduce your payments and cover, we can change your existing policy. Please contact us or your adviser if you have one to discuss your options.
- 2.3 You won't be able to reduce your payments and cover until you've held your policy for at least two years.
- 2.4 You can't pay less than the minimum payment which applies at the time.
- 2.5 If you reduce your payments and cover, you won't be able to increase them again at a later date on the same policy.
- 2.6 You won't be able to change your payments or cover level if you've made a terminal illness benefit claim.

## Changes to your personal information

2.7 Please tell us about any change to your name, postal or email address, telephone number or bank details as soon as possible so we can maintain contact with you and collect your payments when they are due.

- 2.8 We may ask you to provide further information, such as evidence of a name change.
- 2.9 You should also tell us if you make changes to a trust or nomination which affects this policy.

To tell us about any changes, please contact us using the details on the back page.

#### How we can make changes

2.10 We can vary these Policy Conditions:

- To reflect changes in legislation, regulation or taxation which affect the policy
- To allow us to administer the policy more efficiently
- To clarify anything which is unclear
- To correct any errors
- 2.11 Your payment for this policy doesn't currently include tax such as insurance premium tax. If the government changes the tax treatment for this policy, we may change your payments to reflect this. If this happens, we'll let you know in writing in good time before the change takes effect.
- 2.12 As a non-contractual benefit we reserve the right to change or remove the Friendly GP service at any time.
- 2.13 We'll write to you in good time to give you notice of any changes we make to the Policy Conditions. We'll explain any options you have at the time.
- 2.14 Nothing in these Policy Conditions affects your statutory rights.

#### 3.0 How to make a claim

#### **Claiming on death**

- 3.1 When you die, we'll need to be told so we can start the claims process. The person wanting to make the claim should contact us using the details on the back page.
- 3.2 We'll then send out a claim form to be completed and returned to us.

  We'll need to see a copy of the death certificate and sometimes we might ask for more information if we reasonably need it to approve the claim. We'll tell the person making the claim if this is the case.

Information we may need to see includes, but is not limited to:

- Evidence of a name change, for example a marriage certificate
- A copy of your will if one has been written
- Evidence of probate or letters of administration where your payout is more than £25,000
- The trust deed if one is in place
- Medical records, for example to confirm accidental death in your qualifying period or to clarify whether a health condition existed before the policy was taken out
- 3.3 As well as dealing with the person who makes the claim, we may need to speak to doctors, coroners and the police to confirm accidental death.

#### Claiming the terminal illness benefit

- 3.4 If you receive a terminal illness diagnosis two or more years after taking out the policy, you can choose to be paid half of your payout amount and the other half to be paid when you die.
- 3.5 If you want to claim the terminal illness benefit you'll need to fill out a claim form and we'll need to see evidence of a terminal illness diagnosis. We may also need to consult with our chosen doctors to confirm the diagnosis.
- 3.6 If you are charged for the medical information we ask for, you'll need to pay for it.
- 3.7 If you claim the terminal illness benefit, we will not double the remaining payout amount even if you die from an accidental cause. We will only pay the remaining half of your payout.
- 3.8 We won't be able to pay this benefit in the following instances:
- If you choose not to claim it
- If your terminal illness diagnosis is first made during the first two years of the policy
- If you've written your policy into trust
- 3.9 If you don't want to claim the terminal illness benefit, you don't have to. Your policy and payments will continue as normal and your full payout will be paid when you die.
- 3.10 If you make a terminal illness claim, you won't be able to change your payments or cover level. Your policy and payments will continue as normal.

#### How we pay claims

- 3.11 Once we have approved the claim we will pay the money directly into a UK bank account.
- 3.12 If we receive any payments after the month you die in, we'll also refund these. We don't refund any part of your payments for the month in which your death happens.

#### How your payout is affected by tax

- 3.13 When we make your payout on your death, it will be free from UK income tax and capital gains tax.
- 3.14 If you have put your policy into a trust then the payout can normally be made to your chosen person or people without them having to pay inheritance tax.
- 3.15 If your policy is not in a trust then your payout will form part of your estate. This means that inheritance tax may have to be paid on it.
- 3.16 This is based on our current understanding of government tax rules which may change in the future. Changes to tax rules could affect the payments you make and/or the value of your payout.
- 3.17 If you need specialist tax advice you should contact a practising accountant or solicitor.

# 4.0 How to cancel your policy

4.1 You can cancel your policy at any time but you will lose all cover if you do.

#### Within 30 days

- 4.2 You have the right to cancel your policy within 30 days of receiving your welcome pack of policy documents which includes your Policy Schedule. We'll refund any payments you've already made.
- 4.3 To exercise your right to cancel you must contact us within 30 days of receiving your welcome pack to let us know. Our contact details are on the back page of this document.

#### After 30 days

- 4.4 If you choose to close your policy any later than 30 days after receiving your welcome pack, we won't refund any of your payments. We'll close your policy from the end of the month you've made your payments for.
- 4.5 You can cancel your policy by contacting us and giving your instruction to cancel.

#### 5.0 Further information

#### How to make a complaint

5.1 We hope you never have reason to complain about your policy or the service we give you. But, you have the right to complain if you need to, and we'd like the chance to put things right.

5.2 You can tell us what's gone wrong by telephone, email or post.

- Phone us: 0333 014 6244 8am-6pm Monday to Friday excluding bank holidays. Calls from UK landlines and mobiles cost no more than a call to an 01 or 02 number and will count towards any inclusive minutes.
- Email us: complaints@nationalfriendly.co.uk
- Write to us: Complaints Coordinator National Friendly, 11-12 Queen Square Bristol. BS1 4NT

5.3 We will explain our complaints process, review your complaint and try to sort it out for you.

5.4 We aim to resolve complaints and send you our final response in writing within three business days, or within four to eight weeks for more complex complaints.

5.5 If you're not happy with our response, you may be able to refer your complaint to the Financial Ombudsman Service (FOS). This service is free and using it in no way affects your legal rights to take civil action. You can find out more information at <a href="https://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>

5.6 You can write to the FOS at **Financial Ombudsman Service, Exchange Tower, London E14 9SR,** phone them on **0800 023 4567**, or email them at <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>

#### How your policy is protected

5.7 National Deposit Friendly Society Limited is covered by the Financial Services Compensation Scheme (FSCS) in the event that we are unable to meet our liabilities.

5.8 Full details of what you're protected for can be found at <a href="https://www.fscs.org.uk">www.fscs.org.uk</a>. You can call them on **0800 678 1100**, or you can write to them at The Financial Services Compensation Scheme, PO Box 200, Mitcheldean GL17 1DY.

#### **About National Friendly**

5.9 National Friendly is a trading name of National Deposit Friendly Society Limited, which is incorporated in England and Wales no. 369F. Our registered office is at 11-12 Queen Square, Bristol BS1 4NT.

5.10 We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our financial services register number is 110008. You can check this at register.fca.org.uk or by calling 0800 111 6768.

5.11 Policyholders of Over 50s Life Cover are automatically members of National Friendly, have voting rights, and can attend our Annual General Meeting.

5.12 As a mutual society we're owned by our members and so all of our profits are invested in improving member benefits and our service to our customers, instead of paying dividends to shareholders. The manner in which the Society operates is set out in a Rule Book. This can be found on our website or you can request a copy from our Customer Services team.

#### **Customer categorisation**

5.13 We are required by one of our regulators, the Financial Conduct Authority, to categorise our customers to determine the level of protection they will receive.

If you are a policyholder or a payer for this Over 50s Life Cover policy, we will treat you as a retail consumer. This gives you the highest level of protection available under the Financial Conduct Authority rules.

#### Fraudulent claims

5.14 We understand mistakes are easy to make so we ask that you check the information you give us is accurate so we can set fair terms for you.

5.15 If we become aware that information you, or anyone claiming or acting on your behalf, is incorrect or fraudulent, we can take the following steps:

- We can use the true information to administer the policy. This could mean a change to your payments and/or your payout.
- We could change your qualifying period.
- · Your policy could be cancelled.
- You may be expelled as a member of the society.
- We can refuse to pay any claims on the policy.
- · We may not refund any payments made to us.
- We could, in extreme cases, bring a prosecution and inform the police.

#### **Assignment**

This is when legal ownership of an insurance policy is transferred to another person.

5.16 You cannot assign this policy and you can't sell it on, or trade it, to anyone else.

#### Law and currency

5.17 In the event of a dispute this policy will be subject to English law and the jurisdiction of English courts. If there's a change in law which affects this policy, we'll make the change and let you know.

5.18 All our communications will be in English, and all currency used will be in GB pound sterling (£).

#### **Data Protection**

5.19 We are committed to protecting your privacy and as such National Friendly will only obtain, hold, and use your personal information where permitted by and in accordance with the Data Protection Act 2018. For further details, please see our General Privacy Notice which sets out the types of information we collect about you, how we collect and use the information, who we might share the information with and where such information may be transferred, how long we will hold the information for, the steps we will take to make sure it stays private and secure, and your rights in respect of your information.

5.20 Our General Privacy Notice can be found at <a href="https://www.nationalfriendly.co.uk/privacy">www.nationalfriendly.co.uk/privacy</a> or you can request a copy by contacting us using the details on the back page of this document.

5.21 You are responsible for making sure you provide us with accurate and up-to-date information. If you provide information for or about another person in the context of your dealing with National Friendly, you will need to tell them how to find the General Privacy Notice and make sure they agree to us using their information for the purposes set out in it.

## Here's how you can contact us

### We're here to help

You can call us on:

0333 014 6244 8am-6pm Monday to Friday excluding bank holidays.

Calls from UK landlines and mobiles cost no more than a call to an 01 or 02 number and will count towards any inclusive minutes. Calls are recorded for training and quality purposes.

Or email us at:

info@nationalfriendly.co.uk

Or visit us at:

www.nationalfriendly.co.uk

Or mail us at:

National Friendly 11-12 Queen Square, Bristol BS1 4NT

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