

LIFE, ACCIDENT & SICKNESS, UNEMPLOYMENT AND CARER COVER MASTER POLICY

ST ANDREW'S LIFE ASSURANCE pla (Registered in England No 3104670)

and

ST ANDREW'S INSURANCE plo

(Registered in England No 3104671)

Both with Head Offices at: 1 Lovell Park Road, Leeds, West Yorkshire, LS1 1NS.

Policy Number: 03207J143 Date of Issue of Policy: 8 August 2000

Coverholder: The company with whom You have Your Agreement.

Under this Policy **We** agree to provide benefits in the event of Death, **Disability** (comprising accident & sickness), **Unemployment** and **You** becoming a **Carer** on the basis of the following Terms, Conditions and exclusions.

If You are not in good health at the Commencement Date this may affect Your ability to claim under certain sections of this Policy.

IMPORTANT: This Policy contains general provisions and specific exclusions, which define the extent of

insurance cover. It is particularly important that **You** check that **You** are eligible to be covered under this Policy by carefully reading the following summary of requirements.

On the Commencement Date You:-

- 1. must be the first named party to Your Agreement;
- 2. must be a U.K. Resident:
- 3. must be 18 years of age or over;
- 4. must be under 65 years of age; and
- 5. must be in Work and have been so for the previous 6 months.

If You have any enquiry regarding Your eligibility, please contact Us. Tel No. 0870 9010667*

*Telephone calls may be monitored or recorded to assist with staff training and for quality control

You may contact Us using Typetalk, Telephone 18001 0870 9010667.

The words in bold typeface have particular meanings, which are set out in Part 1 of this Policy.

PART 1 – MEANING OF WORDS USED IN THIS POLICY

These words are listed in alphabetical order and whenever they are used in the Policy in bold typeface they have the meanings set out below.

"AGREEMENT": Your AA Instalment Account Agreement with the Coverholder under which You agree to pay to the Coverholder by monthly instalments the sums due for the product or service arranged by and paid for on Your behalf by the Coverholder, (as described in the credit agreement), together with the monthly cash premiums due in relation to this Policy, and including any other AA Instalment Credit Agreement which You may subsequently enter into with the Coverholder to finance (a) any additional sums that may become due in respect of the same product or service and/or instalment (b) the sum due on any renewal of the same product or service.

"A.I.D.S.": an Acquired Immunodeficiency Syndrome as defined by the World Health Organisation at the date of death or commencement of **Disability** and infection shall be deemed to have occurred

where blood tests indicate the presence of anti-bodies to Human Immunodeficiency Virus ("H.I.V.")

"CARER": You being entirely without Work solely due to the need to care for a Relative and being registered with Your local Social Services Department as a Carer.

"CHRONIC CONDITION": any condition, injury, illness, disease, related condition and/or associated symptoms resulting from a chronic condition that was in existence at the Commencement Date whether it required medical attention at that time or not.

A Chronic Condition is a condition, which has at least one of the following characteristics:

- It continues indefinitely:
- It is constant and is controlled rather than cured;
- It has symptoms which re-occur and have required consultation, treatment or care on more than one occasion in the past:
- It requires long-term monitoring or treatment, consultations, check ups, examinations or tests.
- "CIVIL DISORDER": war, civil war, military activity other than normal peace time activity, rebellion, revolution, riot or other civil commotion.
- "COMMENCEMENT DATE": the commencement date of this insurance policy

"COVERHOLDER": the company named in Your Agreement being Automobile Association Insurance Services Limited Registered No 2414212.

"DISABILITY": a state of incapacity resulting solely from an accidental bodily injury or sickness of disease which occurs or starts during a period when You are in Work and which wholly prevents You from doing Your Work or other work that Your experience, education or training would allow You to do. Such Disability shall be deemed to start on the day You first consult, or receive treatment from, and are certified as being unfit to work by, a Doctor.

"DISABLED": You suffering from Disability and being under the continued supervision of, and receiving treatment from, a Doctor.

"DOCTOR": a medical practitioner practising in the United Kingdom being a fully registered person under the Medical Act 1983, other than You, Your Partner or any of Your relatives.

"EMPLOYMENT": You working for remuneration under a contract of employment and paying Class 1 National Insurance contribution "END DATE": the renewal date of the relevant products or services which is (are) paid for under Your

"MONTHLY BENEFIT": an amount equal to the monthly instalment that You pay to the Coverholder

under Your Agreement.

"PARTINER": Your spouse, Your civil partner (as defined in Section 1 of the Civil Partnership Act 2004) or the person (whether or not of the same sex) who You are permanently cohabiting with in a marriage-like relationship.

"PERIOD OF COVER": the period from the Commencement Date to the Termination Date

"PRE-EXISTING CONDITION": any condition, injury, illness, disease, sickness, related condition and/or associated symptoms, whether diagnosed or not about which You:

- Knew or should reasonably have known at the Commencement Date; or
- Had seen or arranged to see a **Doctor** during the 12 months immediately before the **Commencement** Date

"RELATIVE": Your Partner, parent or child.

- "SELF-EMPLOYED": You are Self-Employed if You are:
- helping with, managing or carrying on business in the UK, paying class 2 National Insurance contributions and are liable to pay tax under Schedule D case, I, II, IV or V of the Income and Corporation Taxes Act 1988; or
- a partner in a partnership; or
- a person who exercises direct or indirect control over a company (not necessarily the majority shareholder or holder of the majority voting rights); or
- working for a company and in any way connected with a person who has control (as referred to above) over that company (for example, You are one of his or her family).
- "SETTLEMENT FIGURE": the amount required by the Coverholder at the date of Your death to discharge Your indebtedness under the Agreement excluding any payments due to the Coverholder which are in arrears.
- "ST ANDREW'S INSURANCE": St Andrew's Insurance plc.
- "ST ANDREW'S LIFE": St Andrew's Life Assurance plc
- "START DATE": the start date of Your product(s) and or service(s) which is (are) paid for under Your

- "TERMINATION DATE": the earliest of the following dates:
- the date of Your death: or
- ii. the date You reach the age of 65; or
- iii. the date on which You permanently retire from work; or
- iv. the date on which Your Agreement ceases with the Coverholder; or
- the date on which a premium has remained unpaid by You for a period of 30 days after it is due. "UNEMPLOYED/UNEMPLOYMENT": You being entirely without work, being registered with the Job Centre and actively seeking work. If You are a woman who has reached statutory pensionable age You will be considered as Unemployed if You provide evidence throughout the period of Your claim that

You are looking for work. "UNITED KINGDOM": England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

"U.K. RESIDENT": a person who lives lawfully in the United Kingdom for at least 40 weeks in any 52 week period throughout the Period of Cover. "WE, US, OUR": St Andrew's Life and St Andrew's Insurance.

"WORK": being in Employment or Self-Employed.

"YOU, YOUR": a U.K. Resident who has applied for this insurance and has agreed to pay the premium under this Policy and who at the Commencement Date is:

- the first named party to an Agreement; and
- ii. 18 years of age or over: and
- iii. in Work and has been so for the previous 6 months.

Any reference to any statute shall be construed as a reference to that statute as amended, re-enacted or extended at the relevant time.

PART 2 – GENERAL PROVISIONS

- No provision or condition of this Policy may be waived or modified except by an endorsement signed by an authorised official on **Our** behalf.
- We confirm that You will be considered by Us to have paid Your premium at such time as any sum in respect of that premium is received by the Coverholder.
- This Policy shall have no surrender value.
- If any information provided to **Us** by **You** or anyone acting on **Your** behalf is inaccurate or if **You** fail to disclose any information which might reasonably affect **Our** decision to provide insurance to **You**, **Your** right to any benefit under this Policy shall end.
- If any claim under this Policy is fraudulent or is intended to mislead **Us** or if fraudulent or misleading means are used by **You** or anyone acting on **Your** behalf to obtain benefit under this Policy, **Your** right to any benefit under this Policy, **Your** right to any benefit under this Policy shall end and **We** shall be entitled to recover at benefit paid, and costs incurred, as a result of any such fraudulent or misleading claim.
- You will not be entitled to a refund of any premium paid under this Policy unless You were ineligible at the Commencement Date for insurance under this Policy and provided that no information supplied to Us by You or on Your behalf was inaccurate or the Policy is cancelled division to 20 device the 20 device during the 30 day cooling off period.
- It is not possible for You to transfer Your rights under this Policy.
- We may at any time change any term or condition of this Policy including the premium payable by giving not less than 30 days written notice of such change to You at Your last known address.
- We may terminate insurance cover under this Policy by giving not less than 30 days written notice to You at Your last known address. Our termination will not affect Our liability for events occurring during the Period of Cover which may give rise to a claim.
- You may terminate Your cover under this Policy by giving not less than 30 days notice to the Coverholder on 0870 6044055, alternatively You can write to PO Box 2AA, Newcastle upon Tyne, NE99 2AA.
- 11. All benefits payable under this Policy shall be paid to the Coverholder for the credit of the
- 12. It is a pre-condition of **Our** liability that **You** comply with all Parts of this Policy and that **You** take all reasonable steps to minimise **Our** risk and ongoing liability under this Policy.
- 13. This Policy, any endorsement to it, any proposal and any other written statement made by You or on Your behalf on which We have relied when accepting You for cover under this Policy, shall constitute the entire contract between You and Us.
- 14. We propose to choose English Law as the law which applies to this Policy unless You ask for
- 14. We propose to choose english caw as the law wintrh applies to this Prolicy unless You ask for another law and We agree to this in writing before the Commencement Date.
 15. Insurers share information with each other to prevent fraudulent claims via a register of claims. A list of participants is available on request. Any information You supply on a claim, together with information You have supplied on any application form and other information relating to a claim, will be provided to the register participants. Where We suspect fraud We may use surveillance to protect Our business interests.
- 16. The Financial Services Compensation Scheme (FSCS) may assist You if We were, in some circumstances, unable to meet Our liability to You. For claims against insurance firms, the first £2,000 of an insurance claim or policy is covered in full, plus 90% of the balance. For further details please contact the FSCS on 020 7892 7300 or enquiries@fscs.org.uk

PART 3 - RENEFITS

(a) Life Insurance

We will pay:

the Settlement Figure to the Coverholder if, during the Period of Cover, You die.

Please note:

The maximum benefit payable under the Life Insurance Part of this Policy, when added to any other death benefit payable under an Instalment Account Policy underwritten by **Us** in respect of any of **Your Agreements** with the **Coverholder**, is £10,000.

Exclusions - We will not pay benefit if:

- Your death arises from, or is due, directly or indirectly to, A.I.D.S. or infection by H.I.V.; or
- **Your** death results whilst, or as a consequence of **You**, taking part in Military, Naval, or Air Service operations outside of the **United Kingdom**; or
- Your death results from an episode of self-harm or the taking of drugs otherwise than under the direction of a **Doctor** (provided that such direction is not given due to **Your** treatment for drug addition or dependence); or
- Your death results from Civil Disorder.
- (b) Accident & Sickness Insurance

Please note:

If You are in claim immediately prior to the End Date and renew Your product(s) or service(s) under Your Agreement You must return to Work for at least 3 consecutive months before any further claim for Accident and Sickness or Unemployment will be considered.

Monthly Benefit to the Coverholder if, during the Period of Cover, You suffer Disability.

Please note payment of Monthly Benefit is subject to the following conditions:

- You must have been Disabled for a continuous period of 30 days after which one Monthly Benefit shall become payable; and
 - a further **Monthly Benefit** shall become payable in respect of each additional complete period of 30 days during which **You** are continuously **Disabled** until the earliest of the following dates: -
 - a. the date on which You cease to be Disabled or fail to provide proof that You are Disabled; or
 - b. the date on which You return to Work; or c. the End Date: or
- d the Termination Date

- 2. The maximum Monthly Benefit payable under the Accident & Sickness Insurance Part of this Policy, when added to any other accident & sickness benefit being paid in respect of that month under an Instalment Account Policy underwritten by Us in respect of any of Your Agreements with the Coverholder, is £1000.
- **Benefit** shall not be payable under the Accident & Sickness Insurance Part of this Policy if **You** are currently receiving benefit under the Unemployment Insurance Part of this Policy.

Exclusions - We will not pay benefits if the Disability results, directly or Indirectly, from:

- A.I.D.S. or infection by H.I.V.; or
- ii. an episode of self-harm; or
- Your consumption of alcohol or You taking drugs otherwise than under the direction of a Doctor (provided that such direction is not given due to Your treatment for drug addiction or dependence); or iii.
- Civil Disorder; or
- any psychotic or psychoneurotic illness, mental or nervous disorder or stress or stress related condition; or
- a Pre-existing Condition (see Special Notes 2) or a Chronic Condition; or
- vii. You taking part in Military, Naval, or Air Service operations outside of the United Kingdom.

Special Notes:

This exclusion will not apply to a Pre Existing Condition if You have been free from symptoms and have not consulted a doctor or received treatment for a 2-year period prior to Your claim. If You have had appointments to see a doctor within this period and these were not kept, the Pre-Existing Conditions exclusion will apply unless You have been formally discharged.

(c) Unemployment Insurance

Note: If You are Self-Employed You are not entitled to benefits under this section of the Policy Please note:

If You are in claim immediately prior to the End Date and renew Your product(s) or service(s) under Your Agreement You must return to Work for at least 3 consecutive months before any further claim for Accident and Sickness or Unemployment will be considered.

Monthly Benefit to the Coverholder if, during the Period of Cover, You become Unemployed. Please note payment of Monthly Benefit is subject to the following conditions:

- You must have been Unemployed for a continuous period of 30 days, after which one Monthly Benefit shall become payable; and
 - a further **Monthly Benefit** shall become payable in respect of each additional complete period of 30 days during which **You** are continuously **Unemployed** until the earliest of the following dates:
 - a. the date on which You cease to be Unemployed or fail to provide proof that You are Unemployed; or
 - b. the End Date; or
 - c. the Termination Date.
- The maximum Monthly Benefit payable under the Unemployment Insurance Part of this Policy, when added to any other redundancy or unemployment benefit being paid in respect of that month under an Instalment Account Policy underwritten by Us in respect of any of Your Agreements with the Coverholder, is £1,000.
- Benefits are payable only if **You** have been in continuous **Work** for at least 3 months immediately prior to the date **You** become **Unemployed**.
- Where You are Unemployed for two periods separated by less than 3 calendar months We will treat this as one continuous claim.
- If, whilst You are Unemployed You wish to commence temporary work then, provided You have first contacted Us and have given Us full details of the temporary work and have received Our agreement, if the temporary work does not continue for more than 6 months We will not, during that period, pay Monthly Benefit but will treat Your claim as suspended and will thereafter commence, or resume, payment of Monthly Benefit as if You had one continuous claim.
- Benefit shall not be payable under the Unemployment Insurance Part of this Policy if **You** are currently receiving benefit under the Accident & Sickness Insurance Part of this Policy.

Exclusions – We will not pay benefit if:

- i. at the ${\bf Commencement\ Date\ You}$ knew or in ${\bf Our\ reasonable\ opinion\ You}$ had reason to believe You were to become Unemployed; or
- ii. Your becoming Unemployed is in any manner voluntary; or
- iii. You are, at the date You become Unemployed engaged in Work:
 - a. from which becoming Unemployed is a regular or recurrent feature; or
 - b. under a fixed-term contract of employment or contract for services (For circumstances where this exclusion will not apply see Special Notes below); or
 - c. under a contract of employment or a contract for services which required **You** ordinarily to work outside the **United Kingdom**. **We** will treat **Your** contract as requiring **You** to ordinarily work outside the **United Kingdom** if **You** worked other than in the **United Kingdom** for a period or periods totalling more than 12 weeks in the 52 week period preceding the claim; or
- iv. You are made Unemployed whilst taking part in Military, Naval, or Air Service operations outside of the United Kingdom; or
- Your Unemployment results directly or indirectly from A.I.D.S. or infection by H.I.V.; or
- vi. Your becoming ${\bf Unemployed}$ results directly or indirectly from ${\bf Civil}\ {\bf Disorder};$ or
- vii. You were employed on a temporary basis or employed by an employer for a specific task or job and the completion of this task or job has resulted in Your Unemployment; or
- viii. You have not made a genuine and continuing effort to find \mathbf{Work} since the day \mathbf{You} became Unemployed

Special Notes

Exclusion iii b will not apply in the following circumstances:

- You become Unemployed due to the expiry of, or during, a fixed term contract and You have been employed for at least 12 months and Your contract has been renewed at least once.
- You become Unemployed due to the expiry of, or during, a fixed term contract and You have been in employment for a total unbroken period of 24 months or more with the same employer.
- You become Unemployed due to the expiry of, or during, a fixed term contract and You have previously been employed by the same employer on a permanent basis but were transferred to a fixed term contract without a break in employment.

In addition, if **You** are unable to meet the employment criteria in 1, 2 and 3 above, and **Your** contract has been terminated before the due expiry date, **You** may be eligible to claim benefit for the period until the original expiry date of the fixed term contract, subject to a maximum of 12 **Monthly Benefits** being paid.

(d) Carer Cover Insurance

Note: If You are Self-Employed You are not entitled to benefits under this section of the Policy. We will pay an amount equal to the outstanding Monthly Benefits, due up to the End Date (or the remaining Monthly Benefits payable to the Termination Date whichever is the lesser) if during the Period of Cover, You become a Carer.

Payment of benefits is subject to the following requirements:-

- Prior to any benefit being paid under this section of the Policy, **You** will have to provide a letter from the **Doctor** of **Your Relative** to confirm the nature and start date of the condition suffered. This will include details of when the patient first consulted for this condition and when it was first diagnosed.
- We will write to Your last employers to confirm that You did not leave Your Employment for reasons other than to become a Carer.
- The maximum Monthly Benefit payable under the Carer Cover Insurance Part of this Policy when added to any other carer cover benefit being paid in respect of this Policy underwritten by Us in respect of any of Your Agreements with the Coverholder is £1,000.

 The maximum payable under the Carer Cover Insurance Part of this Policy, when added to any other carer cover benefit being paid under an Instalment Account Policy underwritten by Us in respect of any of Your Agreements with the Coverholder, is £10,000.
- Only one benefit is payable under the Carer Cover Insurance Part of the Policy. Once a benefit has been paid the Carer Insurance Part of the Policy will end.
- If You have received a benefit under the Carer Cover Insurance Part of this Policy then You will not be entitled to a benefit under the Accident and Sickness or Unemployment Insurance Part of this Policy until a period of at least 12 months has lapsed from the date that You became a Carer.

Exclusions - will not pay benefits if:

- The sickness, disease, condition or injury of the person being cared for existed prior to the Commencement Date (this exclusion will not apply if, in the opinion of Our Chief Medical Officer, the sickness, disease, condition or injury would not have normally deteriorated or was not considered likely to deteriorate to the extent that full time care is required during the Period of Cover); or
- Your work ceases for any other reason not associated with the need to become a Carer; or
- Your resignation is from Employment, which is of a casual or temporary nature
- You are currently receiving benefits under the Accident and Sickness Insurance or Unemployment Insurance Part of this Policy.

PART 4 – CLAIMS PROCEDURE

Written notice of any claim should be given within 120 days of the date of the event giving rise to that claim together with, at Your expense, such information and proof as We may reasonably require. If such notice and information is not given within this 120 day period then, other than in exceptional circumstances, no benefits will be paid in respect of the claim.

In the event of Your death to enable Us to assess Your entitlement to benefit, additional information may be required from a medical practitioner who has treated You. In the event that additional medical information is required, You agree to Us requesting and obtaining medical information from any medical practitioner who has treated You.

Throughout any period for which **Disability** or **Unemployment** benefits are claimed **You** should provide, at **Your** expense, such proof of continued **Disability** or **Unemployment** as may be reasonably required. In the case of a **Disability** claim this may include copies of **Your** Medical Certificates and/or Doctor's statements. In the case of an **Unemployment** claim this may include documentary evidence that **You** are actively seeking re-employment including copies of job application forms, interview letters and rejection letters. Other than in exceptional circumstances, no benefits shall be payable for any period for which the required substantiating proof is not provided.

In the event that You become a Carer, to enable Us to assess Your entitlement to benefit, additional information will be required from Your employer and You agree to Us requesting and obtaining such information. If You are Self Employed, You will need to provide such evidence that Your business has totally and permanently ceased to trade. You will also be asked to provide at Your expense written confirmation from the Doctor of Your Relative confirming the details surrounding their medical condition.

We may require You, at Our expense, to be examined by a medical examiner of Our choice. If You fail to attend any such examination, no further benefit shall be payable.

We may also arrange for an agent representing Us to visit You. The purpose of any such visit will be to gather details relating to Your claim in order to ensure an accurate assessment. It is essential that You make yourself available for any such visit. If **You** fail to do so, no further benefit shall be payable unless circumstances beyond **Your** control have led to **Your** unavailability.

When making a claim for **Unemployment**, **Your** claim may be selected for Back to Work Assistance. This specialised service is designed to provide guidance and assistance with **Your** job search and is provided at **Our** expense. If **Your** claim is selected, provided that **We** have received **Your** consent **Your** claim details will be provided to **Our** Back to Work Assistance service provider.

Completed claim forms and all matters relating to a claim should be sent to:

Claims Management Department PO Box 741 Leeds LS1 9HB Telephone: 0870 9010667* Fax: 01372 479451

*Telephone calls may be monitored or recorded to assist with staff training and for quality control

You may contact Us using Typetalk. Telephone 18001 0870 9010667.

PART 5 - CUSTOMER SERVICE

Any enquiry or complaint regarding this Policy should in the first instance be addressed to:

Customer Liaison Manager St Andrew's Group plc PO Box 741 LS1 9HB

Please supply details of Your Agreement number to enable the enquiry to be dealt with promptly. If You have any reason to complain to Us We will deal with Your complaint in the following way:

We will try Our best to resolve Your complaint to Your satisfaction straight away - and in any

- event before the end of the next working day.
- If **We cannot** do this, **We** will send **You** an Acknowledgement Letter within 5 working days and tell **You** who will be handling **Your** complaint and how to contact them. **We** will also tell **You** how **We** will deal with Your complaint.
- If **We can** resolve **Your** complaint in less than 5 days, **We** will send **You** a Final Response Letter which will inform **You** whether **We**:
 - accept Your complaint and will tell You what We will offer You to make amends; or
 - reject Your complaint and will explain the reasons for doing so; or
 - reject **Your** complaint but in some circumstances **We** will offer **You** some form of compensation and **We** will explain in full why this is being offered to **You**.
- If we cannot resolve **Your** complaint within 5 working days we must within 4 weeks of receiving **Your** complaint either send a Final Response letter as detailed above, or send **You** a Holding Response Letter explaining why **We** are not in a position to resolve **Your** complaint and indicate when **We** will make further contact.
- If within a further 4 weeks (i.e. 8 weeks from the date We first received Your complaint) We are still unable to resolve Your complaint, We will at this time:
 - Either send You a Final Response Letter; or
 - If We cannot make a final response We will tell You why and indicate when We will make further contact.
- After 8 weeks, or whenever We send You a Final Response Letter if that is sooner. You can refer Your complaint to the Financial Ombudsman Service if You are not satisfied with the outcome of Your complaint or the delay in resolving it. When We write to You, We will send You acopy of the leaflet telling You how to complain to the Financial Ombudsman Service and that You can do this within 6 months of Our sending You the leaflet.

The Financial Ombudsman Service is at:

South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Telephone No: 0845 080 1800

None of the above affects any right of action You may have.

You will, for a period of 30 days from the date You received Your Policy documentation, have a right to cancel this policy and receive a refund (unless a total loss claim has been made) this refund will be subject to a charge for the period of cover You have received, plus Our reasonable administrative charges, except where cover has not commenced prior to the end of this 30 day period, in which case You will be entitled to a full refund of the premium You have paid. Beyond the above period, You will still be entitled to cancel this Policy, however further Terms and Conditions will apply in these circumstances. If You want to cancel Your cover, please write to AA Instalments at PO Box 669, Cardiff CF10 2YN.