

Mortgage Protection Plan (Joint Life)

Introduction

This booklet and *schedule* is issued by *us* as evidence of the contract of life assurance (the *policy*) between *you* (the *lives assured*), and *us* (*the Society*). This booklet, the *schedule*, and any endorsements all form part of the *policy*. As they are important documents, *you* should keep them in a safe place, and *your* next of kin should be made aware of their existence.

We rely on the information provided on *your* application being materially correct. *You* should not assume that *we* would seek medical corroboration. *We* retain a copy of *your* application and *you* may ask *us* to provide a copy.

This booklet states *your* rights and obligations under the *policy*. The *schedule* on the inside back cover shows the details of the *policy* that relate directly to *you*.

In return for the payment by *you* of regular premiums to *us* (see Part 1), this *policy* provides for the payment by *us* of a capital sum (the “*sum assured*” – see Part 2) should one of *you* die (see Part 3) or contract a *terminal illness* (see Part 4) during the agreed *term* of the *policy*, subject to the terms and conditions shown below and in the *schedule* and any endorsements.

Words in italics are defined in part 11.

Part 1 – Premiums

- 1.1 **When.** The premiums shown in the *schedule* fall due on the first day of each calendar month. The first premium is due on the date shown as “first premium due date” in the *schedule*.
- 1.2 **How.** Premiums are collected monthly, by salary deduction, Direct Debit, or other method agreed between *the Society* and *you*, as soon as practicable after the due day each month.

Part 2 – Sum Assured

- 2.1 **Events Insured.** *We* will pay the *sum assured* on the first to occur of:
 - The death of either of *you* (see Part 3) if this occurs during the *term* of the *policy*
 - first definite diagnosis that either of *you* has a *terminal illness* (see Part 4) if this occurs during the *term*, and at least 2 complete years before the *expiry date*, of the *policy*.Only one payment will be made under the *policy*; once any claim payment is made, the *policy* ceases from the date of the event causing the claim. There is no payment due past the *expiry date* of the *policy*.
- 2.2 **Amount.** If such death occurs in the period between the *cover starts* date and the “first year-end” date shown in the *schedule*, the amount payable will be the “initial *sum assured*” shown in the *schedule*. The amount payable at any later date will be in accordance with the “table of reducing *sum assured*” shown in the *schedule*.
- 2.3 **Suicide.** If either of *you* commits suicide within the first full year of the *policy* (measured from the *cover starts* date) the *policy* will be void from the date of death and no payment will be made by *us*.

Part 3 – Death Benefit

- 3.1 Before payment of a death claim can be made, we must receive both proof of death satisfactory to *us* as specified in section 3.2 below, and proof of title as specified in either section 3.3.a or 3.3.b below. We will make payment to the person(s) shown by such proof of title to be legally entitled to such payment. This may be *your* mortgage lender if *you* have legally assigned this *policy* to them (see Part 7 below); otherwise it will usually be the survivor of *you* unless *you* have both died.
- 3.2 **Proof of death.** An official certificate of *your* death issued by the Registrar of Deaths or other person having the care of deaths. If *your* death occurred abroad, such certification as is satisfactory to *us* will suffice.
- 3.3.a **Proof of title (a).** If record of a current, valid assignment is held by *us*, this will be sufficient proof of title for payment to the assignee.
- 3.3.b **Proof of title (b).** Otherwise, if no record of a current, valid assignment is held by *us*, payment can be made direct to the survivor without further proof. If there is no survivor at the time of payment, then proof of title will be grant of probate of the will of the person who has died second, or in the absence of such a will, letters of administration of, or a certificate of confirmation to, the estate concerned. However, we may, at *our* discretion, waive or amend this requirement for proof of title in respect of part or all of a claim. Any balance of any claim in excess of this limit would be subject to proof of title as specified in this section (3.3.b).

Please contact *us* for guidance if *you* are unsure of the claims procedure.

Part 4 – Terminal Illness Benefit

- 4.1 We will pay the amount stated in section 2.2 above subject to such evidence as we may require (see section 4.2 below), on the first definite diagnosis that either of *you* has contracted or is suffering from a *terminal illness*, such diagnosis being made at least 2 complete years before the *expiry date* of this *policy*. *Terminal illness* benefit is payable once only during the life of the *policy*. In the event of such payment, this *policy* will immediately cease.
- 4.2 To claim this benefit, *you* must notify *us* within three months of the diagnosis of a *terminal illness*, and payment will be subject to production by *you* of such information and evidence that is satisfactory to *us*. This may include a completed claim form, and evidence through examination(s) of *you* by a medical examiner appointed by *us*.
- 4.3 All diagnoses and medical opinions must be given by a medical specialist who:
- is a consultant at a hospital in the *UK*;
 - is acceptable to *us*; and
 - is a specialist in an area of medicine appropriate to the cause of the claim.
- 4.4 Payment of *terminal illness* benefit will be made to the person(s) to whom the *policy* has been assigned (see Part 7 below), or if no such assignment has been noted by *us* will be made in such proportion between *you* as *you* have instructed *us*, or in the absence of any such instruction, to both of *you* in equal shares.

Part 5 – Termination

- 5.1 The *policy* and all cover under it ceases on the *expiry date*. No premiums fall due on or after such *expiry date*, and no payment is due to *you* past that date.
- 5.2 The *policy* ceases, and no further premiums fall due, after the first of either of *you* dies if this occurs on or before the *expiry date*.
- 5.3 The *policy* ceases, and no further premiums fall due, on the payment by *us* of the *Terminal Illness* benefit.
- 5.4 *You* may cancel this *policy* at any time during its *term*. At the end of the calendar month during which *we* receive signed instructions from both of *you*, the *policy* and all cover under it will cease, no further premiums will fall due and no benefit will be payable on the subsequent death of either of *you*.
- 5.5 If premiums fall more than 30 days (60 days where premiums are collected by salary deduction) in arrears, the *policy* and all cover under it will cease, and no benefit will be payable on *your* subsequent death.
- 5.6 *We* may cancel the *policy*, and all premiums already paid will be forfeit, if either of *you* make any untrue statements, act fraudulently or misrepresent any fact deliberately or recklessly in connection with the issue of the *policy*, its continuance or any claim.

Part 6 – Law and Currency

- 6.1 The law of England will apply to this *policy*.
- 6.2 All payments to *us* and by *us* will be in the UK in sterling.

Part 7 – Assignment/Nomination

- 7.1 **Assignment.** This *policy* may be assigned; notice of assignment must be given in writing to *our registered office*. Any notice of assignment charge or other similar dealing will not bind *us* unless this has first been approved and registered by *us*.
- 7.2 **Nomination.** Under the provisions of the Friendly Societies Act 1992, *you* may nominate a person or persons to whom any sum of money payable by *the Society* on *your* death or any specified amount of money so payable shall be paid on *your* death. The total amount that may be nominated shall not currently exceed £5,000. The balance will be paid in accordance with section 3.3.b. Nomination only affects payment under 3.3.b where there is no survivor. All nominations must be made in writing to *our registered office*. Appropriate forms are available from *us*.

For full details, please refer to *our* rules (see Part 9 below).

Part 8 – Membership

This *policy*, while it is in force, confers membership of *the Society* on each of *you*. For full details, please refer to *our* rules (see Part 9 below).

Part 9 – Rules

You will find *our* rules on *our* website, or *you* may obtain a free copy of *our* rules on application to *us*.

Part 10 – Complaints

For further information or if *you* wish to complain about any aspect of the service *you* have received, please contact *us* first. If *your* complaint is not dealt with to *your* satisfaction, *you* can then complain to the Financial Ombudsman Service (Exchange Tower, London, E14 9SR). Making a complaint will not prejudice *your* right to take legal proceedings.

Part 11 – Definitions

Cover starts: the date that cover under this *policy* will begin, set out in the *schedule*.

Expiry date: the date that cover under this *policy* will cease, set out in the *schedule*.

Lives assured: the individuals stated in the original application form and named in the *schedule*, and on whose lives, or states of health, payment of a claim under this *policy* depends.

Policy: the contract between *you* and *us*.

Registered office: *our registered office* address is: MPFS, Central Court, Knoll Rise, Orpington, Kent BR6 0JA.

Schedule: page 7 of this booklet outlining the details specific to this *policy*.

Sum assured: the amount payable on the first death of either of *you* during the *term* of the *policy* (see the *schedule*).

Term: the period between the *cover starts* date and the *expiry date* (inclusive) shown in the *schedule*.

Terminal illness: 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 Consultant, the illness is expected to lead to death within 12 months.

We, us, our, the Society: MPFS, the trading name for the Metropolitan Police Friendly Society Limited.

You, your: the *lives assured* named in the *schedule*.