

Mortgage Protection Plan (Single Life) (with Critical Illness)

Introduction

This booklet and *schedule* is issued by *us* as evidence of the contract of life assurance (the *policy*) between *you* (the *life 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 *you* die (see Part 3) or contract a *critical 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:
 - *your* death (see Part 3)
 - first diagnosis that *you* have a *critical illness* (see Part 4)if this occurs during the *term* 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 event 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 *you* commit 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*.
- 2.4 **Exclusions.** Payment of benefit is subject to any exclusions shown on the *schedule*.

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 the Trustees of a Trust, or *your* mortgage lender or other assignee if *you* have legally assigned this *policy* to them (see Part 7 below); otherwise it will usually form part of your estate and be paid to *your* Personal Legal Representative(s).
- 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 Trust or assignment has been noted by *us*, this will be sufficient proof of title for payment to the Trustees or assignee.
- 3.3.b **Proof of title (b).** Otherwise, if no record of a current, valid Trust or assignment is held by *us*, proof of title will be grant of probate of *your* will, or in the absence of such a will, letters of administration of, or a certificate of confirmation to, *your* estate. 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 – Critical 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 diagnosis that *you* have contracted or are suffering from one of the *critical illnesses* defined in part 4.5 below. We only cover the *critical illnesses* we define in 4.5 below and no others. Payment of benefit is subject to any exclusions shown in the *schedule*. *Critical 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 *critical 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 *critical illness* benefit will be made to the Trustees of a valid Trust noted by *us*, or the person(s) to whom the *policy* has been assigned (see Part 7 below), or if no such Trust or assignment has been noted by *us* will be made to *you*.

4.5 **Critical illnesses covered are as follows and no others:**

4.5.1 **Cancer** – 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 cutaneous lymphoma (lymphoma confined to the skin). For the above definition, the following are NOT covered:

- all cancers which are histologically classified as any of the following:-
 - pre-malignant;
 - non-invasive;
 - cancer in situ;
 - having either borderline malignancy; or
 - having low malignant potential,
- all tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0,
- chronic lymphocytic leukaemia unless histologically classified as having progressed to at least Binet Stage A,
- any skin cancer (including cutaneous lymphoma) other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin).

4.5.2 **Coronary artery by-pass grafts** – 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.

4.5.3 **Heart attack** – Death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:

- typical clinical symptoms (for example, characteristic chest pain),
- new characteristic electrocardiographic changes, and
- the characteristic rise of cardiac enzymes or Troponins recorded at the following levels or higher:
 - Troponin T > 1.0 ng/ml
 - AccuTnI > 0.5 ng/ml or equivalent threshold with other Troponin I methods.

The evidence must show a definite acute myocardial infarction. For the above definition, the following are NOT covered:

- other acute coronary syndromes including but not limited to angina.

4.5.4 **HIV infection** – Infection by Human Immunodeficiency Virus resulting from a blood transfusion given as part of medical treatment, a physical assault, or an incident occurring during the course of performing *your* normal police duties, after the start of the *policy* and satisfying all of the following:

- the incident must have been reported to appropriate authorities and have been investigated in accordance with established procedures,
- where HIV infection is caught through a physical assault or as a result of an incident occurring during the course of performing *your* normal duties of employment, the incident must be supported by a negative HIV antibody test taken within 5 days of the incident, and
- there must be a further HIV test within 12 months confirming the presence of HIV or antibodies to the virus.

HIV infection resulting from any other means, including sexual activity or drug abuse, is excluded.

- 4.5.5 **Kidney failure** – Chronic and end stage failure of both kidneys to function, as a result of which regular dialysis is necessary.
- 4.5.6 **Major organ transplant** – The undergoing as a recipient of a transplant of bone marrow or of a complete heart, kidney, liver, lung, or pancreas, or inclusion on an official *UK* waiting list for such a procedure. For the above definition, the following is NOT covered:
- transplant of any other organs, parts of organs, tissues or cells.
- 4.5.7 **Stroke** – 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.
- 4.5.8 **Terminal illness** – A definite diagnosis by the attending Consultant 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 Consultant, the illness is expected to lead to death within 12 months.
- 4.5.9 **Third degree burns** – Burns that involve damage or destruction of the skin to its full depth through to the underlying tissue and covering at least 20% of the body's surface area.

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 *your* death 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 *critical 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 *your* signed instructions, the *policy* and all cover under it will cease, no further premiums will fall due and no benefit will be payable subsequently.
- 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 subsequently.
- 5.6 *We* may cancel the *policy*, and all premiums already paid will be forfeit, if *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 – Trust/Assignment/Nomination

- 7.1 **Trust.** This *policy* may be written or placed in Trust; a copy of the Trust Deed must be given in writing to *our registered office*. Any Trust Deed will not bind *us* unless this has first been approved and registered by *us*. If the Trust Deed confers ownership of this *policy* on the Trustees, then the Trustees shall be deemed to be the policyholders for all purposes, except that the following shall both apply:
- 7.1.1 the *life assured* shall remain the sole *life assured* under this *policy*, and
- 7.1.2 only the *life assured* shall be a member of *the Society* (see Part 8).
- 7.2 **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*.
- 7.3 **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. 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 the *life assured*. 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*.

Critical illness: a condition specified in section 4.5.

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

Life assured: the individual stated in the original application form and named in the *schedule*, and on whose life, or state 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 11 of this booklet outlining the details specific to this *policy*.

Sum assured: the amount payable on *your* death 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*.

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

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