

# MY LIFE INSURANCE

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POLICY PROVISIONS  
MLI (2018)



# 1. INTRODUCTION

This booklet provides details for a My Life Insurance policy. Each schedule issued by Scottish Widows Limited ("Scottish Widows") and referring to this booklet, the provisions contained in this booklet, and any valid endorsements to these issued by Scottish Widows, make up the policy documents for a contract between Scottish Widows and the policyholder named in the schedule.

*Notes to help you understand the policy.*

*Because this is a complicated legal document, we have provided explanations in the right-hand margin (just like the information you are reading now).*

*The meaning of 'each term' in **bold type** is given in provision 1.1.*

*This contract and all other communications will be written in English.*

## Contacting us

- Please inform us if you change your name, address or bank account.
- Our main administrative office is at PO Box 1140, St Albans, AL1 9UQ or you can call us on **0800 849 6089**.
- If you ever wish to complain, please see provision 5.10.

## Claims

- Please contact us in plenty of time if you are going to make a claim, to make sure you don't lose out – see provision 3 about this.
- To make a claim, please call us on **0800 849 6089**.

We may record and monitor calls to help us to improve our service.

It will help if you can quote your policy number or plan number (shown on the schedule) when you contact us.

**Please keep this document in a safe place.**

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# 1. PRELIMINARY

*Provision 1 deals with some formalities.*

## 1.1 MEANINGS OF TERMS

**“Assignment”** of a policy means an agreement to transfer all or some of the rights to any cash sum paid from the policy to another party (the **“assignee”**).

*The meanings of certain terms are established in the schedule or in certain of these provisions.*

**“Endorsement”** is a document that becomes part of the policy documents. If we agree to or make certain types of changes to the policy, we will send you an **endorsement**.

*Provision 5.6 deals with notices of assignments. For example, a mortgage lender may require an assignment of some or all of the sum assured in security for a mortgage. The policy would be said to be “assigned” and the lender would be the “assignee”. Any cash sum paid from the policy would repay all or part of the mortgage.*

**“Policyholder”** is the legal owner of the policy. This is the person or persons named in the schedule or, if applicable, their legal successor(s).

**“Time of the claim”** is the day a cash sum becomes payable as detailed under provision 3.1.

**“We”** or **“us”** means Scottish Widows.

**“You”** means

- a) if there is only one life assured named in the schedule: the life assured;
- b) if there is more than one life assured named in the schedule: any of the lives assured.

*“Legal successor” means someone to whom the whole legal entitlement under the policy has been transferred, for example a trustee or a full assignee. This does not include assignees in security (usually a mortgage lender), because although they have important rights they do not have all of them.*

Other terms are used throughout the provisions and their meanings or descriptions are established in the schedule or in particular provisions.

Headings to the provisions (except for those headings which are the names of illnesses or options) are included for reference only and do not form part of the provisions or affect their interpretation.

*If the policy is under trust, the terms of the trust will determine any entitlement under the policy.*

## 1.2 ENTITLEMENT UNDER THE POLICY ON DEATH

If there is more than one policyholder, on the death of any one of them, the deceased policyholder will have no rights under the policy and the survivor(s) will be exclusively entitled to any cash sum paid from the policy.

*The sum assured of a policy is shown in its schedule.*

## 1.3 MULTIPLE PLANS

The provision of cover under this policy will depend on whether you are also covered under any other My Life Insurance policies issued by us.

If we discover that the total of the sum assured amounts from all such policies for a life assured exceeds £500,000 at the start date of this policy, we will immediately cancel this policy. We will refund in full any premiums received for this policy and we will not pay any claim for death or terminal illness under it.

## 2. PREMIUMS

*The following terms are detailed in the schedule:*

*first premium due date;  
last premium due date.*

### 2.1 WHEN AND HOW

Premiums will be due on the first premium due date and monthly after that until and including the last premium due date. However, no premiums will be due after the date on which any claim is accepted under provision 3.

*Provision 3 deals with cover for death and terminal illness.*

Premiums are due on the due dates and will be collected by direct debit. If it is not practically possible to collect the premiums on those dates, the direct debit will be set up to collect them on such later dates as agreed between you and us.

*For example, if the start date (and first premium due date) is 1st of a month, but we agree a collection date of 10th, the first premium may not be collected until 10th of the following month. The last premium would then be collected after the expiry date.*

### 2.2 AMOUNT

The amount of each premium will be equal to the monthly premium stated in the schedule.

### 2.3 NON-PAYMENT OF PREMIUMS

If any premium is not paid, we will allow 30 days from the agreed date of collection for it to be paid. We will then write to the **policyholder** with our reasonable requirements to allow the policy to continue. If these requirements are not met, we will cancel the policy and no premiums will be returned.

*You must pay your premiums on time to ensure your cover continues. This policy does not have a cash-in value.*

*We must inform anyone to whom the policy is assigned in security if premiums are not paid.*

*If you wish to cancel the policy, please see provision 5.1. If the policy is cancelled, you will get nothing back.*

## 3. LIFE COVER

### 3.1 PAYMENT EVENT

If on or after the start date and before the end of the expiry date

- a) you die, or
- b) you contract a **terminal illness** as defined in provision 3.2 and the requirements of provision 3.3 are met

then on the day of notification to us of the death or receipt of such proof as we may reasonably require of the **terminal illness**, whichever is appropriate, a cash sum will become payable in accordance with provision 4. Notification must be made in a form reasonably acceptable to us.

If we accept a claim under this provision, no further claim will be accepted under the policy and the policy will be cancelled once we have paid the cash sum.

*The start date and expiry date are shown in the schedule.*

*Provision 3.3 is about our claim requirements.*

*Our contact details are shown at the start of this booklet.*

### 3.2 TERMINAL ILLNESS

“**Terminal illness**” means a definite diagnosis by the attending Consultant of an illness that satisfies both of the following:

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

### 3.3 TERMINAL ILLNESS CLAIM REQUIREMENTS

No cash sum will be payable under provision 3.1 in respect of terminal illness unless

- a) we receive notice of the illness at our administrative office before the expiry date,
- b) any claim form that we will issue on receipt of such notice is completed and received back by us within a reasonable period of time,
- c) we receive (at the expense of the claimant, whose reasonably-incurred expenses we will reimburse if we accept the claim) such certificates and information about, and such evidence of, the illness and your medical history as we may reasonably require,
- d) you attend (at our reasonable expense) such examinations by a medical examiner appointed by us as we may reasonably require, and
- e) the certificates, information and evidence in (c) above and any examinations in (d) above all indicate to us (acting reasonably) that the claim is valid in accordance with these policy provisions.

For (c) and (d) if you are not resident in the UK at the time of the claim, provision 5.4 applies.

*The expiry date is shown in the schedule.*

*Our contact details are shown at the start of this booklet.*

*It will help if any claim form we issue is returned within 28 days.*

## 4. CLAIM AMOUNT

If we accept a claim under provision 3 then the amount of the cash sum (the “**claim amount**”) will be determined in accordance with provision 4.2.

### 4.2 LEVEL AND DECREASING BASIS

The basis that applies to the policy is shown in the schedule.

#### 4.2.1 Level

If the basis is “**Level**” then the claim amount at the time of the claim will be equal to the sum assured shown in the schedule.

*Before the policy started you chose whether it would be on a “level” or “decreasing” basis and your choice is shown in the policy schedule.*

#### 4.2.2 Decreasing

If the basis is “**Decreasing**” then

- a) the claim amount at the start date will be equal to the Initial sum assured shown in the schedule, and
- b) the claim amount at the time of the claim will be calculated as follows.

*If the policy is “decreasing” then provision 4.2.2 will each month reduce the cash sum we would pay.*

At the end of each month the claim amount will reduce in line with the amount of capital that would be outstanding under a repayment mortgage which assumes:

*The meaning of “time of the claim” is given in provision 1.1.*

<b>Initial amount of mortgage:</b>	the initial sum assured
<b>When mortgage taken out:</b>	the start date of the policy
<b>Mortgage to be repaid by:</b>	the expiry date of the policy
<b>Type of repayments:</b>	capital and interest, with level monthly instalments all made when they are due
<b>Mortgage interest rate:</b>	as shown in the schedule.

*You can ask us what the current claim amount is. Our contact details are shown at the start of this booklet.*

*If the interest rate applying to any mortgage or loan you have is greater than the mortgage interest rate we’ve assumed, this policy may not fully repay the outstanding mortgage or loan.*



## 5. GENERAL

### 5.1 CANCELLING THE POLICY

The policyholder may request us to cancel the policy at any time. The policy will not have a cash-in value.

At the start of the policy we will issue a cancellation notice to the policyholder. If it is returned to us within the notice period stated, we will cancel the policy and refund any premiums paid.

After that period the policyholder may request us to cancel the policy by writing to us, but we will not refund any premiums paid.

*If the policy is cancelled, all cover will end and any later claim made will not be paid.*

*Our contact details are shown at the start of this booklet.*

### 5.2 CHANGES TO POLICY TERMS

If while the policy is in force

- a) there is any change in law or taxation affecting us or the policy,
- b) there is any exceptional change in circumstances which in our reasonable opinion makes it no longer possible to carry out any one or more of these provisions, or
- c) we become aware of any error or omission in the policy documents and it is fair to correct it,

then we may with immediate effect make such reasonable alterations to the policy documents as we may in good faith consider appropriate in the circumstances. We will inform the policyholder in writing in advance of any such alterations being made. However, if that is not possible, we will inform you as soon as we reasonably can.

*This provision sets out when we may have to alter the terms of your policy.*

### 5.3 PAYMENT OF THE CLAIM AMOUNT

#### 5.3.1 Conditions

Subject to provision 5.3.2, we will only pay the claim amount if:

- a) you,
- b) the person making the claim, or
- c) anyone else connected with the policy or claim,  
gives us such evidence as we may reasonably require of:

- i) the happening of the event on which the claim amount is payable,
- ii) the legal entitlement of the claimant,
- iii) your date of birth,
- iv) such authorisations as we may require to obtain medical information about you; and
- v) other information that we may reasonably require to enable us to assess the claim.

We may require a correctly completed claim form to be returned to us before we assess a claim. We will never ask for more than we believe is reasonable to consider the claim. We will then look at the evidence and what you told us when you took out your policy.

*The meaning of "claim amount" is given in provision 4.*

*For c), this could be a trustee or a legal representative.*

*We will need to write to your doctor to assess any claim and we will need authorisation to obtain medical information about you. We will require you or a personal representative to provide this authorisation when making a claim. If you or the personal representative do not provide the authorisation and we can't obtain the information we need, we might not pay the claim, and the policy could be made void with no payments to us being refunded.*

### 5.3.2 Information Given To Us

We may reasonably ask for information about you:

- a) during the application for the policy,
- b) during the making of a claim, or
- c) at any other relevant time while the policy is in force.

All questions we ask must be answered honestly and in full.

#### 5.3.2.1

If we discover that

- a) you,
- b) the person making the claim, or
- c) anyone else connected with the policy or claim,

has given us incorrect information or did not provide us with all the information we asked for, provision 5.3.2.2 will apply.

#### 5.3.2.2

If this provision applies under 5.3.2.1, we may reasonably decide to

- a) make proportionate changes to the policy
- b) cancel the policy or
- c) in the event of a claim,
  - i) pay only part of the claim amount, or
  - ii) not pay any of the claim amount.

If we make changes to the policy or pay only part of the claim amount, it will be to reflect the terms that we would have offered at the start of the policy had we been given full and correct information.

If we cancel the policy or do not pay any of the claim amount because we reasonably believe there has been fraud, we will not refund any premiums paid.

### 5.3.3 Application of Money

Our responsibility under this contract is to pay any money due in accordance with the policy. We will not in any way be responsible to enquire into or see to the application of any such money.

## 5.4 RESIDENCE

You may, without restriction or payment of additional premium, reside or travel in any part of the world or engage in any occupation.

If at any stage in connection with a claim you are resident outside the United Kingdom and we reimburse the cost of any evidence obtained from outside the United Kingdom or pay for any examination held outside the United Kingdom then we will do so only to the extent that it does not exceed the amount we would reasonably expect the cost within the United Kingdom to have been.

*At the time of application, you must be ordinarily resident in the UK, or serving abroad with HM Forces.*

## 5.5 LAW OF THE CONTRACT

The law of the contract between the policyholder and us is that of England and Wales, unless one of the following applies:

- a) the policyholder resided in Scotland at the start date of the policy in which case the contract is subject to the law of Scotland, or
- b) the policyholder resided in Northern Ireland at the start date of the policy in which case the contract is subject to the law of Northern Ireland.

If there was more than one policyholder at the start date of the policy, the policyholder referred to above will be the first named in the schedule.

## 5.6 NOTICE OF ASSIGNMENT

Notice of assignment must be given to us in writing as soon as practicable after the assignment takes place.

*This is important to protect the legal rights of any person to whom the policy is assigned. The meaning of "assignment" is given in provision 1.1.*

## 5.7 THIRD PARTY

The policy is a contract between us and the **policyholder** and is not intended to benefit anyone else (a "**third party**").

*Our contact details are shown at the start of this booklet.*

A **third party** has no rights under the policy and cannot require any term of the policy to be carried out.

*This means that only the **policyholder** can require any term of the policy to be carried out.*

## 5.8 HOW TO COMPLAIN

The **policyholder** can contact us if they wish to make a complaint. If the **policyholder** is not satisfied with the response we give, they can complain to:

The Financial Ombudsman Service,  
Exchange Tower,  
London E14 9SR

Tel: 0800 023 4567

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Alternatively, the policyholder can submit the complaint via the European Online Dispute Resolution (ODR) platform at <https://webgate.ec.europa.eu/odr>. The ODR platform will refer the matter to the Ombudsman for further action.

Complaining to the Ombudsman won't affect the **policyholder's** legal rights.

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