

# SCOTTISH WIDOWS PROTECT

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Personal Protection  
Policy Provisions  
SWP – PERSONAL LCIC (2023A)

# CONTACTING US



If you have a question about your policy, please call us on:

**0345 030 6572**



Or write to us at:

**SCOTTISH WIDOWS LIMITED, PO BOX 24171  
69 MORRISON STREET, EDINBURGH EH3 1HL**

If you ever wish to complain, please see 'How to complain' on page 19.

## CLAIMS



If you need to make a claim or someone covered by this policy has died, please see 'How to claim' on page 7.

You can tell us about the claim by completing our online claim form at **scottishwidows.co.uk** or call us on:

- **0345 601 4839** for a critical illness cover, terminal illness or premium protection claim.
- **0345 601 4179** for a bereavement claim.

We're open from 9am to 5.30pm, Monday to Friday. Calls may be recorded and monitored to help us improve our service.

It will help if you can tell us your policy number (shown on your policy schedule) when you contact us.



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# WELCOME TO SCOTTISH WIDOWS PROTECT

This booklet tells you how your Scottish Widows Protect insurance policy works.  
You should read this alongside your policy schedule, which gives more details of the cover you hold.

Please keep these documents in a safe place. It might also be a good idea to let your family know you have this cover.

## 1. Welcome to Scottish Widows Protect

We explain what the words in **bold** mean in 'Understanding our technical terms' on page 5.

The top of your schedule shows which one of the following type or types of cover you have. If it shows:

### 'Life Cover'

- Your policy has **life cover**.
- This includes **terminal illness cover**.

(Your policy doesn't have **critical illness cover** or any children's cover.)

### 'Critical Illness Cover'

- Your policy has **critical illness cover**.
- It also has **children's critical illness cover** and **children's life cover**.

(Your policy doesn't have **life cover** or cover for **terminal illness**.)

### 'Life with Critical Illness Cover'

- Your policy has **life cover** and **critical illness cover**.
- It also has **terminal illness cover**, **children's critical illness cover** and **children's life cover**.

Your schedule will also show if your policy has **premium protection** for a **person covered**.

It's not possible to add any of the types of cover above or **premium protection** to your policy after it starts. But if you'd like to increase your cover, it may be possible to choose the 'Increase Cover – Guaranteed Insurability Option' explained in Appendix B3 or you may be able to take out a new policy with us.

We'll always communicate with you in English. You can ask for information from us in large print or braille.

## 2. Please double-check your information

Please check the details on your application summary as it's really important that you gave us honest and complete information when you took out this policy.

You should also check your policy schedule to make sure the personal information, type of cover and details, such as the sum assured, are correct. If anything is wrong, you should tell us as soon as possible.

If any information you gave us wasn't honest or complete, we may not pay a claim or we may reduce the amount we pay. Please see 'What will stop us paying out?' on page 16.



### 3. Understanding our technical terms

Sometimes we have to use technical terms when we're explaining your policy. If you come across a term you're not sure of, here's what it means. These are shown in **bold**.

Some things may not apply to you, such as your policy may only have **life cover** and not have **critical illness cover** or any children's cover, as explained on page 4.

#### 'Additional payment critical illness'

An illness named and described in Appendix C on page 28 as an '**additional payment critical illness**'. The range of **additional payment critical illnesses** covered is in addition to the range of **critical illnesses** covered by a policy with **critical illness cover**. We'll pay out less for an **additional payment critical illness** claim than for a **critical illness** claim, but the policy will continue afterwards.

#### 'Advanced payment critical illness'

A **critical illness** named and described in Appendix C on page 28 as an '**Advanced payment critical illness**'. For such an illness we'll also regard the definition of the illness being met at the date the **person covered** is placed on an official UK waiting list for the relevant surgery, transplant or treatment.

#### 'Booster payment'

An increase to the **cover amount** that we may pay for a **critical illness** where we say in Appendix C on page 28 that a '**Booster payment** may apply' for that illness.

#### 'Child'

A child is one of the following:

- A natural child of a **person covered**.
- A legally adopted child of a **person covered**.
- A stepchild of a **person covered** as a result of marriage or registered civil partnership.
- A child for whom the **person covered** is their legal guardian.
- A child who lives with and is financially dependent on a **person covered**.

#### 'Children's critical illness'

An illness named and described in Appendix C4 on page 38 as a **children's critical illness**.

#### 'Children's critical illness cover'

Cover for a **child** being diagnosed with a **children's critical illness**. (See 'What happens when you make a Critical Illness Cover claim, Children's critical illness, Conditions to be met' on page 10 for when cover starts and ends for a **child**.)

#### 'Children's life cover'

Cover for a **child** who dies. (See 'What happens when you make a Critical Illness Cover claim, Children's life cover, Conditions to be met' on page 11 for when cover starts and ends for a **child**.)

#### 'Claim acceptance date'

The day a cash sum or monthly cash sums become payable for a claim. This is when we've received all documentation that we've asked for and approved the claim.

**‘Claim amount’**

The amount we’ll pay if a claim is approved. This can be different to the **cover amount** depending on the type and circumstances of the claim. See ‘What will be paid out?’ on page 12.

**‘Claim amount date’**

This is one of the following:

- For a **life cover** claim, it’s the date of death or the date of a **terminal illness** diagnosis.
- For a **critical illness cover** claim (other than for a **child**), it’s the date of meeting the description of the **critical illness** or **additional payment critical illness**.
- For a **children’s critical illness cover** claim, it’s the date of diagnosis of the **children’s critical illness**.
- For a **children’s life cover** claim, it’s the date of a **child’s** death.

**‘Cover amount’**

If the Basis of your cover (shown in your schedule) is

- ‘Level’ – the **cover amount** is the ‘Sum assured’ or ‘Monthly benefit amount’.
- ‘Decreasing’ or ‘Increasing’ – the **cover amount** at the start date is the ‘Initial sum assured’ or ‘Initial monthly benefit amount’. The **cover amount** will then change over time. See ‘How is the cover amount calculated?’ on page 15 for more details. You can ask us at any time what the current **cover amount** is.

**‘Critical illness’**

An illness named and described in Appendix C on page 28 as a **critical illness**. But **Total Permanent Disability** is only included for a **person covered** if your schedule shows that it applies to your policy for them.

**‘Critical illness cover’**

Cover for a **person covered** being diagnosed with a **critical illness** or an **additional payment critical illness**.

**‘Disability’**

There are two different definitions of **disability** which are ‘Own Occupation’ and ‘Activities of Daily Work’. If **premium protection** applies to a **person covered**, your policy schedule will tell you which definition of **disability** applies to them for a **premium protection** claim. See Appendix A on page 20.

**‘Life Cover’**

Cover for a **person covered** being diagnosed with a **terminal illness** or who dies.

**‘Person covered’**

A ‘Life assured’ named in your schedule.

**‘Policy month’**

A one-month period beginning on the start date then afterwards at monthly intervals of the start date.

**‘Premium’**

A payment you make to us for providing cover.

**‘Premium protection’**

We’ll protect your **premium** payments while a **person covered** with **premium protection** meets our conditions for a claim. We’ll do this by not collecting any payments during that time and we’ll treat your policy as though they’ve been paid. Appendix A explains what happens if a **person covered** becomes sick or suffers an accident that results in our conditions for the **disability** being met. It also explains when **premium protection** ends for a **person covered**. See Appendix A on page 20.

**‘Provisions’**

The terms and conditions of your policy.

**‘RPI’**

The UK Retail Price Index. This is a measure of UK inflation and is published by the Office for National Statistics.

**‘Terminal illness’**

An illness that must either have no known cure or have progressed to where it cannot be cured. A definite diagnosis must have been made by a specialist Consultant. Also, in that Consultant’s opinion, the illness is expected to lead to death within 12 months.

**‘We’, ‘us’ and ‘our’**

Scottish Widows Limited.

**‘You’, ‘your’ and ‘policyholder’**

The owner or owners of the policy named in the schedule as a ‘Policyholder’.

Other terms are used throughout these **provisions** and their meanings are explained within the relevant section.

## 4. How to claim

Please contact us.

Complete our online claim form at  
**scottishwidows.co.uk**

Or call us on:

- **0345 601 4839** for a **critical illness cover**, **children's critical illness cover**, **terminal illness** or **premium protection** claim.
- **0345 601 4179** for a **bereavement** claim.

We'll take the person making the claim through the process as quickly as possible.

Please see

- Appendix A on page 20 for information on **premium protection**,
- Appendix C on page 28 for the **critical illnesses** and **additional payment critical illnesses**,
- Appendix C4 on page 38 for **children's critical illnesses** covered.

## 5. Information we'll need

This depends on what type of cover you have and the type of claim:

### Life Cover

#### Terminal illness claim

We must be told of the **terminal illness** before the end of the expiry date of your policy.

We'll need confirmation of:

- The diagnosis of the **terminal illness** for the **person covered**. This must be from a specialist Consultant in the relevant area of medicine.
- The date of that diagnosis.

We could also ask the **person covered** to attend a medical examination.

Also see 'For all types of claim' below.

#### Bereavement claim

We'll need to see the death certificate of the **person covered**.

Also see 'For all types of claim' below.

### Critical Illness Cover

#### Critical illness and additional payment critical illness claims

We must be told of the illness before the end of the expiry date of your policy.

We'll need confirmation of:

- The diagnosis of the **critical illness** or an **additional payment critical illness** for the **person covered**. This must be from a specialist Consultant in the relevant area of medicine.
- The date of that diagnosis.
- For an **advanced payment critical illness**, the date that the **person covered** is placed on an official UK waiting list for the relevant surgery, transplant or treatment.

We might also need confirmation for a **critical illness** that the **person covered** survives for at least 10 days after meeting the definition of that illness. But we won't need that confirmation for an **additional payment critical illness** claim.

We could also ask the **person covered** to attend a medical examination.

Also see 'For all types of claim' below.

#### Children's critical illness claim

We must be told of the illness before the end of the expiry date of your policy.

We'll need a copy of the **child's** birth certificate and we may need evidence that they meet our definition of a **child** of a **person covered**.

We'll need confirmation of:

- The diagnosis of a **children's critical illness**. This must be from a specialist Consultant in the relevant area of medicine.
- The date of that diagnosis and that the **child** survives at least 10 days after that.

We could also ask for the **child** to attend a medical examination.

Also see 'For all types of claim' below.





### Critical Illness Cover (continued)

#### Children's Life Cover claim

We'll need a copy of the **child's** birth certificate and may need evidence that they meet our definition of a **child** of a **person covered**.

We'll also need to see their death certificate.

Also see 'For all types of claim' below.

### Premium Protection

#### Premium Protection claim

We'll ask for any certificates, information and evidence that we need to check the **person covered's** start of **disability**.

We could also ask them to attend a medical examination.

We may also ask for these to be repeated from time to time to check the claim should continue.

We explain what we mean by **premium protection** in Appendix A on page 20.

Also see 'For all types of claim' below.

### For all types of claim

#### Information needed

We may need to see the birth certificate of each **person covered**.

We may ask for evidence that shows you or a **person covered** gave honest and complete answers to the medical questions we asked when you took out the policy. An example is information from a **person covered's** doctor.

We'll need information to make sure we pay out to the right person.

If you're the only **policyholder**, we'll pay the money to you or your estate.

If there's more than one **policyholder**, we'll pay the money in equal shares to those **policyholders** that are still alive at the claim amount date. This means that if one of the **policyholders** has died, their share will be paid to the other **policyholder**.

If you transferred the legal right to any money from the policy (such as by using a trust), we'll pay it to whoever has that right. We'll need proof they're entitled to the money before we can pay it.

We'll pay back the person making the claim any reasonable costs, such as postage fees.

We'll never ask for more information than we believe is reasonable to assess the claim.



## 6. What happens when you make a life cover claim?

We'll pay the **claim amount** provided the relevant conditions below are met. (We explain when **life cover** applies to a policy in 'Welcome to Scottish Widows Protect' on page 4.)

### Conditions to be met

We've all the information mentioned in 'Information we'll need' on page 7 to approve the claim.

For a **terminal illness** claim

- The date of diagnosis for the **person covered** is on or after the start date and before the end of the expiry date of your policy.
- We're told of the diagnosis before the end of the expiry date of your policy.

For a bereavement claim

- The cause of death isn't suicide within 12 months of the start date of your policy.
- The **date of death** is on or after the start date and before the end of the expiry date of your policy.

None of the circumstances detailed in 'What will stop us paying out?' on page 16 apply to the claim.

### Other details

We'll only pay one **life cover** claim, and once it's paid your policy will end. After that we won't accept any further claims of any type. So, for example, if your policy also has **critical illness cover**, we won't accept any claim under that cover.

But if there are two persons covered, 'Replacement Cover' is available for the **person covered** who wasn't claimed for. See 'Appendix B1 – Replacement Cover Option' on page 23.

See 'What will be paid out?' on page 12.

## 7. What happens when you make a critical illness cover claim?

We'll pay the **claim amount** provided the relevant conditions below for the type of **critical illness cover** claim are met. (We explain when **critical illness cover** applies to a policy in 'Welcome to Scottish Widows Protect' on page 4.)

The different types of claim are a **critical illness** claim, an **additional payment critical illness** claim, a **children's critical illness** claim and a **children's life cover** claim.

### Critical illness

#### Conditions to be met

We're told about the illness before the end of the expiry date of your policy.

We've all the information mentioned in 'Information we'll need' on page 7 to approve the claim.

The **critical illness** is included in the cover of the **person covered** and the definition of that illness has been met. Where the illness is an **advanced payment critical illness**, we'll also regard the definition as having been met on any earlier date that the **person covered** is placed on an official UK waiting list for the relevant surgery, transplant or treatment.

The date of diagnosis of the illness is on or after the start date and before the end of the expiry date of your policy.

The **person covered** survives at least 10 days from the date of diagnosis.

None of the circumstances detailed in 'What will stop us paying out?' on page 16 apply to the claim.

### Other claim details

We'll only pay one **critical illness** claim, and once it's paid your policy will end. After that we won't accept any further claims of any type. So, for example, if your policy also has **life cover**, we won't accept a claim under that cover.

But it may be possible to start a new policy to replace some of the cover provided under this policy. See 'Appendix B – Replacement Cover Option' and 'Life Buyback Option' on pages 23 and 24.

See 'What will be paid out?' on page 12.

### Additional payment critical illness

#### Conditions to be met

We're told about the illness before the end of the expiry date of your policy.

We've all the information mentioned in 'Information we'll need' on page 7 to approve the claim.

The definition of the **additional payment critical illness** has been met by the **person covered**.

The date of diagnosis of the illness is on or after the start date and before the end of the expiry date of your policy.

Within 30 days of the date of diagnosis the **person covered** doesn't also meet the definition of a **critical illness**.

None of the circumstances detailed in 'What will stop us paying out?' on page 16 apply to the claim.

### Other claim details

The **claim amount** for an **additional payment critical illness** is less than what we pay out for a **critical illness**. See 'What will be paid out?' on page 12.

There's no requirement for the **person covered** to survive 10 days from the date of diagnosis.

Although claims can be made for more than one **additional payment critical illness** condition, the same condition cannot be claimed for more than once, apart from **carcinoma in situ**. We'll consider multiple claims if the **carcinoma in situ** is for a different organ or tissue to that of any previous claims.

#### Example

We've previously paid out for **carcinoma in situ** of the breast for Elspeth.

So we won't pay out for another **carcinoma in situ** of the breast for her, whether it is in the same breast or not.

However, if Elspeth later suffers a **carcinoma in situ** for a different type of cancer, such as that of the bowel, we would consider a further claim.

Your policy will continue after an **additional payment critical illness** claim is paid.

### Children's critical illness

#### Conditions to be met

We're told about the illness before the end of the expiry date of your policy.

We've all the information mentioned in 'Information we'll need' on page 7 to approve the claim.

The definition of the **children's critical illness** has been met by the **child**.

The date of diagnosis of the illness is on or after the start date (or on or after the **child's** date of birth if that's later) and before the end of the expiry date of your policy.

At the date of diagnosis the **child's** age is less than 22 years.

None of the circumstances detailed in 'What will stop us paying out?' on page 16 apply to the claim.

### Other claim details

The **claim amount** is less than what we pay out for a **critical illness** claim. See 'What will be paid out?' on page 12.

We'll only pay out once under **children's critical illness** cover under this policy for a particular **child**. That **child's** cover for **children's critical illness** then ends. But we'll pay out if a different **child** is diagnosed for the first time with a **children's critical illness**.

If a **child** is covered for this benefit under another policy or policies where they're the **child** of the same **person covered**, we'll only pay out once for that **child** across those policies. But if there's a different parent, step-parent or legal guardian of that **child** who is a **person covered**, we may also pay a claim for the **child** under the other policy.

#### Example

Tanya has two **critical illness cover** policies where she is the only **person covered**. Her daughter, Emily, is diagnosed with a **children's critical illness**.

We'll only pay out once for Emily's illness across both policies.

Emily will no longer be covered for **children's critical illness** under either policy.



### Example

Alexander has a **critical illness cover** policy where he is the only **person covered**. His son, Bruce, is diagnosed with a **children's critical illness**.

Edith also has a **critical illness cover** policy where she is the only person covered. Bruce is also Edith's son.

We'll pay out once for Bruce's illness under each policy.

Bruce will then no longer be covered for **children's critical illness** under either policy.

Any claim for a **child** won't affect your own **cover amount** or your payments to us.

### Children's life cover

#### Conditions to be met

We've all the information mentioned in 'Information we'll need' on page 7 to approve the claim.

At the date of death, the **child's** age is more than 30 days and less than 22 years.

The date of death of the **child** is on or after the start date and before the end of the expiry date of your policy.

None of the circumstances detailed in 'What will stop us paying out?' on page 16 apply to the claim.

### Other claim details

See 'What will be paid out?' on page 12 for details of the **claim amount**.

We'll only pay out once for the death of a particular **child**, so we won't pay out if we've already paid out for the same **child** under a different policy.

Any claim for a **child** won't affect your own **cover amount** or your payments to us.

**Children's life cover** can be paid out in addition to **children's critical illness** cover.

## 8. What happens when you make a premium protection claim?

Once all our conditions are met for a **premium protection** claim and we've all the information we need to approve a claim, we'll stop collecting your **premium** payments. When this happens, we'll effectively be paying your **premiums**.

We'll start to pay your **premiums** after 26 weeks from when the **person covered** first met the definition of **disability** that applies to them for a **premium protection** claim. So it's important to keep paying your **premiums** before then to make sure your policy, and its cover continues.

We'll pay your **premiums** until the **person covered** no longer meets the definition of **disability** applying or cover for **premium protection** ends for them, whichever is soonest.

See Appendix A on page 20 for full details on the conditions that must be met for us to approve a **premium protection** claim and for it to continue.

## 9. What will be paid out?

### 9.1 How many payments are made?

#### Single cash sum

We'll pay a single cash sum unless monthly cash sums apply to your policy.

#### Monthly cash sums

We'll pay monthly cash sums if your schedule shows a 'Monthly benefit amount' or 'Initial monthly benefit amount' and the claim is for **critical illness, terminal illness** or death of a **person covered**.

The number of monthly payments will be the number of complete **policy months** between the day after the **claim amount date** and the expiry date of your policy, plus one.

#### Example

Niamh and Mateo have a 30 year **life cover** policy with a monthly benefit amount.

Policy start date is 1<sup>st</sup> April 2020  
Niamh dies on 15<sup>th</sup> March 2045  
(**claim amount date**)

Policy expiry date is 31<sup>st</sup> March 2050  
There will be 60 complete **policy months** between 16<sup>th</sup> March 2045 and 31<sup>st</sup> March 2050.

So there will be 61 monthly payments to Mateo.  
(**60 policy months + 1 = 61**)

We'll normally start payments within a month of being told of the claim. If the final payment is due on or after the expiry date of your policy, we may pay it earlier on the day before the expiry date.

#### Example

Continuing the example above:

The **claim acceptance date** is 20<sup>th</sup> March 2045  
and the first monthly payment is made 10<sup>th</sup> April 2045

The final (61<sup>st</sup>) monthly payment cannot be on 10<sup>th</sup> April 2050 as this is after the policy expiry date of 31<sup>st</sup> March 2050. So the last monthly payment would be paid early on 30<sup>th</sup> March 2050.

If we accept a claim, you can ask us to pay a single cash sum instead of the monthly cash sums. If we agree, the single sum will be less than the total of the monthly sums because we'll pay out earlier. You would then have a choice of either the single cash sum or monthly cash sums. Please contact us for details.

### 9.2 What amount is paid?

Normally we'll pay out the **cover amount**, unless

- your claim is for one of the types explained below, and/or
- a **premium(s)** has been missed that was due before the **claim amount date** – see 'For all claims' on page 16.

#### Additional payment critical illness

##### Single cash sum

If your schedule shows an 'Initial sum assured' or 'Sum assured', the **claim amount** will be the lower of

- 1) £30,000, and
- 2) 25% of the **cover amount**.

#### Example

The **cover amount** is £150,000.

We work out the **claim amount** as follows:

- 1) £30,000
- 2) 25% of the **cover amount** is £37,500.  
(**25% x £150,000 = £37,500**)

The lower of 1) and 2) is £30,000, so the **claim amount** we pay is £30,000.

#### Monthly cash sums

If your schedule shows an 'Initial monthly benefit amount' or 'Monthly benefit amount', we'll pay the **claim amount** as a single cash sum instead of monthly cash sums.

The **claim amount** is the lower of

- 1) £30,000, and
- 2) 25% of the total **cover amount** payments.

Where

the number of monthly payments is the number of complete **policy months** between the day after the **claim amount date** and the expiry date of your policy, plus one

and

the total **cover amount** payments is the number of monthly payments multiplied by the monthly **cover amount**.

**Example**

There are 60 complete **policy months** until the policy expiry date and the monthly **cover amount** is £2,000.

We work out the **claim amount** as follows:

- 1) £30,000
- 2) The number of monthly payments is 61.  
(60 **policy months** + 1 = 61)

The total **cover amount** payments is £122,000  
(61 x £2,000 = £122,000)

25% of the total **cover amount** payments is £30,500  
(25% x £122,000 = £30,500)

The lower of 1) and 2) is £30,000, so the **claim amount** we pay is £30,000.

- **Critical illness claim where a booster payment applies**

We'll increase the amount we pay out for a **critical illness** claim if the **booster payment** conditions below are met. (These conditions are in addition to the normal conditions that must be met for the **critical illness** claim – see 'Information we'll need' on page 7.)

**Booster payment conditions**

- Appendix C on page 28 states that a '**Booster payment** may apply' for the illness.
- The **person covered** is age 45 or under at the time of meeting the definition of the illness.

When a **booster payment** applies, we'll work out the **claim amount** that we pay out as shown below. The amount of the **booster payment** included in that **claim amount** is the difference between the **claim amount** and the **cover amount**.

**Single cash sum**

If your schedule shows an 'Initial sum assured' or 'Sum assured' and a **booster payment** applies, the **claim amount** we pay is the lower of

- 1) 150% of the **cover amount**, and
- 2) the **cover amount** plus £200,000.

**Example**

Eric is aged 42 years when he meets the conditions for a **Parkinson's disease** claim. Appendix C states that a '**Booster payment** may apply for **Parkinson's Disease**'.

So Eric meets the **booster payment** conditions.

Eric's policy has a sum assured of £100,000 and the cover is level. So the **cover amount** is £100,000.

We work out the **claim amount** as follows:

- 1) 150% of the **cover amount** is £150,000  
(150% x £100,000 = £150,000)
- 2) The **cover amount** plus £200,000 is £300,000.  
(£100,000 + £200,000 = £300,000)

The lower of 1) and 2) is £150,000, so the **claim amount** we pay is £150,000.

(The **booster payment** included in the **claim amount** is £50,000.)

(£150,000 – £100,000 = £50,000)

**Monthly cash sums**

If your schedule shows an 'Initial monthly benefit amount' or 'Monthly benefit amount' and a **booster payment** applies, we'll work out the monthly **claim amount** as follows.

- 1) We'll first work out the number of monthly payments.  
This is the number of complete **policy months** between the day after the **claim amount date** and the expiry date of your policy, plus one.
- 2) Next, we'll work out the total **cover amount** payments.  
This is the number of monthly payments (from 1) times the monthly **cover amount**.
- 3) Next, we work out the total claim amount which is the lower of
  - a) 150% of the total **cover amount** payments (from 2), and
  - b) the total **cover amount** payments (from 2) plus £200,000.
- 4) Finally, the monthly **claim amount** is the total **claim amount** (from 3) divided by the number of monthly payments (from 1).

**Example**

Using the above Single cash sum example, except Eric's cover is level for a monthly amount of £500 and there are 60 complete **policy months** to the policy's expiry date.

We work out the monthly **claim amount** as follows:

- 1) The number of monthly payments is 61.  
(60 **policy months** + 1 = 61)
- 2) The total **cover amount** payments is £30,500.  
(61 x £500 = £30,500)
- 3) a) 150% of the total **cover amount** payments is £45,750.  
(150% x £30,500 = £45,750)  
b) total **cover amount** payments plus £200,000 is £230,500.  
(£30,500 + £200,000 = £230,500)  
The lower of a) and b) is £45,750, so the total **claim amount** is £47,750.
- 4) The monthly **claim amount** we'll pay is £750.  
(£45,750 ÷ 61 = £750)  
(The monthly **booster payment** included in the monthly **claim amount** is £250.)  
(£750 – £500 = £250)

- **Critical illness claim for total permanent disability and 'Definition 1 – Own Occupation' is shown in the schedule for the person covered**

We may restrict the total **claim amount** we'll pay as follows:

**Single cash sum**

If your schedule shows an 'Initial sum assured' or 'Sum assured', the **claim amount** will be the lower of

- 1) the **cover amount**, and
- 2) £1.5 million\*.

**Monthly cash sums**

If your schedule shows an 'Initial monthly amount' or 'monthly amount', the total of the monthly cash sums we'll pay will be the lower of

- 1) the total of the monthly **cover amounts**, and
- 2) £1.5 million\*.

If 2) is lower than 1), we'll restrict the monthly **claim amount** so that the total of the monthly cash sums is £1.5 million\*.

- **Children's critical illness**

**Single cash sum**

If your schedule shows an 'Initial sum assured' or 'Sum assured', the **claim amount** will be the lower of

- 1) 50% of the **cover amount**, and
- 2) £30,000.

**Example**

The **cover amount** is £100,000.

We work out the **claim amount** as follows:

- 1) 50% of the **cover amount** is £50,000.  
(50% x £100,000 = £50,000)
- 2) is £30,000

The lower of 1) and 2) is £30,000, so the **claim amount** we'll pay is £30,000.

**Monthly cash sums**

If your schedule shows an 'Initial monthly benefit amount' or 'Monthly benefit amount', we'll pay the **claim amount** as a single cash sum instead of monthly cash sums.

The **claim amount** will be worked out as follows:

- 1) We'll first work out the number of monthly payments (which would have been paid for monthly cash sums).  
This is the number of complete **policy months** between the day after the **claim amount date** and the expiry date of your policy, plus one.
- 2) Next, we'll work out the total **cover amount** payments.  
This is the number of monthly payments (from 1) times the monthly **cover amount**.
- 3) Finally, the **claim amount** is the lower of
  - a) 50% of the total **cover amount** payments (from 2) and
  - b) £30,000.

\* Single cash sum and Monthly cash sums

If the **person covered** has this cover under more than one policy with us, a further limit applies. The maximum total **claim amount** that we'll pay across all policies is £1.5 million (£2.5 million where at least one of the other policies is a Business Protection Policy).

### Example

There are 60 complete policy months until the policy's expiry date and the monthly **cover amount** is £1,000.

We work out the **claim amount** as follows:

- 1) The number of monthly payments is 61.  
(60 policy months + 1 = 61)
- 2) The total **cover amount** payments is £61,000  
(61 x £1,000 = £61,000)
- 3) a) 50% of the total **cover amount** payments is £30,500  
(50% x £61,000 = £30,500)
- b) is £30,000

The lower of a) and b) is £30,000, so the **claim amount** we'll pay is £30,000.

- **A child's death**

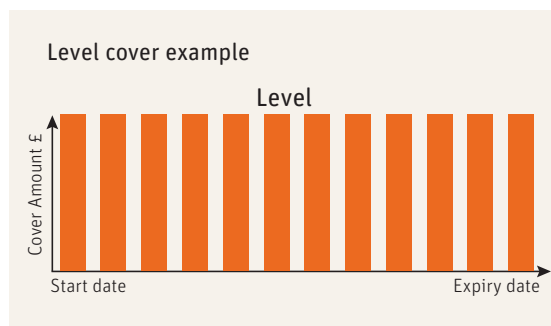
A **claim amount** of £10,000 will be paid as a cash sum.

### 9.3 How is the cover amount calculated?

The **cover amount** will depend on whether your cover is 'Level', 'Decreasing' or 'Increasing' as shown in your schedule.

#### What if I have Level Cover?

The **cover amount** remains the same throughout your policy and is the 'Sum assured' or 'Monthly benefit amount'.



#### What if I have Decreasing Cover?

If you have decreasing cover, your cover reduces over time, so less will be paid out for a claim as time goes on. It's normally taken out by people who have a repayment mortgage, where the amount of money owed on the mortgage reduces over time.

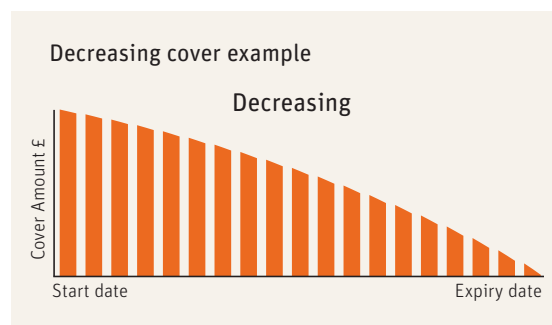
The **cover amount** is calculated at the **claim amount date**.

The **cover amount** at the start date will be the same as the 'Initial sum assured' shown in your schedule. The **cover amount** then reduces each month on the same date of the month that your policy started. If, say your policy started on the 15<sup>th</sup> of a month, it would reduce on the 15<sup>th</sup> in each following month. Your policy isn't linked to a mortgage, but the **cover amount** reduces in the same way as the amount that would be owed on a repayment mortgage.

#### Repayment mortgage example:

- The amount initially borrowed under the mortgage is the same as the **cover amount** at the start of your policy.
- The mortgage has the same start and end dates as your policy.
- The mortgage interest rate is 8% throughout the mortgage term.
- You make fixed monthly payments to the mortgage provider.

The following diagram shows how this type of cover could reduce over time. This is just an example – how it reduces for your policy will depend on your policy details shown in your schedule including the mortgage interest rate assumed.



What happens to your mortgage doesn't affect your cover.

For our example above, if the interest rate for a mortgage goes above 8%, what we pay for a claim may not be enough to pay off what is owed.

If your mortgage changes, you should check whether your policy still meets your needs. If it doesn't, you may wish to consider taking out an additional or a replacement policy.



### What if I have Increasing Cover?

If you have increasing cover, the **cover amount** will automatically increase and is that applying at the **claim amount date**.

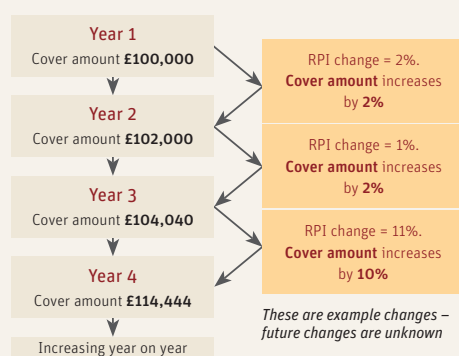
The **cover amount** at the start date will be the same as the 'Initial sum assured' or the 'Initial monthly benefit' amount shown in your schedule. The **cover amount** then increases each year on the anniversary of the start date.

We'll calculate the increases using the **RPI**. If for any reason it's not available, we'll choose another suitable index instead.

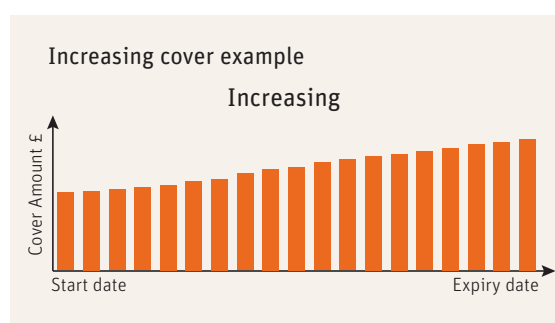
At each anniversary of the start date we'll get the percentage change in the **RPI** over a twelve month period. The twelve month period will end four months before that anniversary. We may decide to vary this period.

We'll increase the **cover amount** by the change in the **RPI**. The increase will be at least 2%, up to a maximum of 10%.

This example shows how the **cover amount** increases for three different changes in the **RPI**. We've assumed the policy pays a single cash sum and the initial sum assured is £100,000.



The diagram below shows how this type of cover could increase over time. This is just an example – how it increases for your policy will depend on future changes to the **RPI**.



If we're paying monthly cash sums these will continue to increase at each anniversary.

We'll write to you at least six weeks before each anniversary to tell you the increase to the **cover amount** that'll apply from the anniversary. We'll also tell you about the accompanying increase to your payments – see 'How will my payments change if I have Increasing Cover?' on page 18.

You can ask us at any time to cancel the increase due at the next anniversary or to cancel all future increases. But if we receive a request in the two weeks before an anniversary, we may not have enough time to cancel the next increase.

If the increases are cancelled on two consecutive anniversaries, we'll cancel all future increases. If this happens, the basis of the policy will become level, the **cover amount** will no longer change, and it won't be possible to restart increases.

### 9.4 For all claims

If a claim is made before any missed payment(s) is received by us, we'll deduct that payment(s) from the amount we pay.

If a **life cover** claim or **critical illness** claim (including **advanced payment critical illness**) is paid for a **person covered** the policy will end. But if your policy has two persons covered, please see 'Appendix B1 – Replacement Cover Option' on page 23.

## 10. What will stop us paying out?

We might not pay all of a claim, or we may pay nothing if either of the following has happened:

- Any information given to us when we asked questions about the health and lifestyle of the **person covered** turns out not to be accurate. It's very important that the questions we ask are answered honestly and information is not deliberately missed out.
- We don't receive all the information we ask for at the time of a claim. See 'Information we'll need' on page 7.

If we pay a reduced amount for a claim, it'll reflect the cover we could have provided for your monthly payments if we'd been given honest and complete information at the start.

If we wouldn't have provided any cover then we'll pay nothing. We'll cancel the policy and may not refund your payments, particularly if we reasonably believe you deliberately provided information that was incomplete or inaccurate.

Also we'll pay nothing:

- If an exclusion applies to the type of claim being made. We'll tell you before your policy starts about any exclusions that specifically apply to a **person covered**.
- For a bereavement claim – if the death was by suicide within twelve months of the start date.
- For a **critical illness** claim:
  - if we believe that the illness isn't one of those covered by your policy, or
  - if we aren't told of the illness before the end of the expiry date of your policy, or
  - if the **person covered** doesn't survive for at least 10 days from the date of diagnosis.
- For an **additional payment critical illness** claim:
  - if we believe that the illness isn't one of those covered by your policy, or
  - if we aren't told of the illness before the end of the expiry date of your policy.
- For a **children's critical illness** claim:
  - if any symptoms, medical advice, counselling, confirmation or diagnosis of the **child's** illness occurred before the start of your policy or before the **child's** birth, or
  - if we believe that the illness isn't one of those covered by your policy, or
  - if we aren't told of the illness before the end of the expiry date of your policy, or
  - if we have already paid out under **children's critical illness** cover under this policy for the same **child**.
- For a **children's life cover** claim – if we've already paid out for the **child's** death under a different policy.
- If your policy has been cancelled for any reason.

## 11. How do I pay for my policy?

We'll collect your monthly **premium** payments by Direct Debit from a UK bank account in your name.

Payments will be due on the first **premium** due date (shown in your schedule) and monthly after that. We'll collect your payments each month on a day we agree with you. This may be later than the monthly due date.

It's important to make your payments on time to make sure your cover continues. If we're not able to collect a payment, we'll get in touch and ask you to pay it.

If a claim is made before any missed payment is received, we'll deduct that from the amount we pay. But if you miss three payments in a row, we'll cancel your policy and you'll get nothing back. All cover will end and any claim made later will not be paid.

### 11.1 Will my payments change?

Your payments will change if a change is shown in your schedule, or if you have 'Increasing' cover.

We'll tell you about any change to your payment which is not shown in your schedule before it happens. Your payments will change if you ask for a change to your policy that affects the cost and we agree to the change.

If you have **premium protection** and we accept a claim for it, no payments will be due during any period that we pay them for you.

If you ask us to remove **premium protection**, your payments will reduce. **Premium protection** can be removed at any point in time, but once it's removed it can't be added back to your policy. Please ask us if you want further details.

If we're paying monthly cash sums due to a claim, no further payments will be due to us.

If a **critical illness**, **terminal illness** or bereavement claim is paid for a **person covered**, your policy will end and no further payments will be due to us.

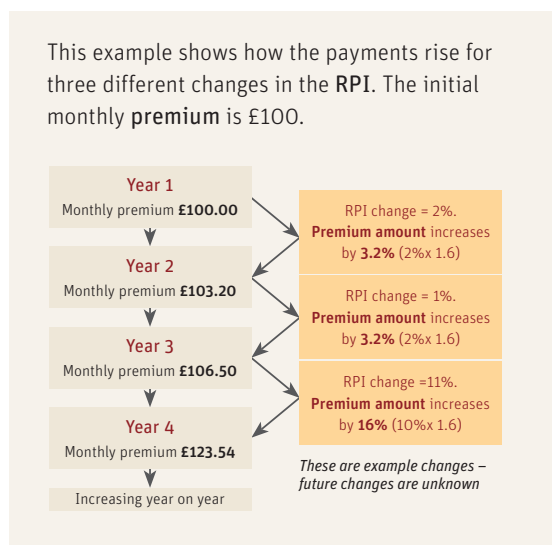
### How will my payments change if I have Increasing Cover?

Your payments due from the start date will be the initial monthly **premium** shown in your schedule. After then payments will rise at each anniversary of the start date.

We'll increase the payments by the same percentage increase as calculated for your **cover amount** for that anniversary times 1.60. So your payments will increase at a faster rate than your **cover amount** increases.

See 'What will be paid out?' on page 12.

The diagram below shows how payments could increase at each anniversary over time. This is just an example – how it increases for your policy will depend on future changes to the **RPI**.



We'll write to you at least six weeks before each anniversary to tell you the increase that will apply from the anniversary.

You can ask us at any time to cancel the increase due at the next anniversary or to cancel all future increases. If we receive a request in the two weeks before an anniversary, we may not have enough time to cancel the next increase.

If increases are cancelled on two consecutive anniversaries, we'll cancel all future increases. If all future increases are cancelled, the Basis of the policy will become Level. If this happens the payments and **cover amount** will no longer change and it won't be possible to restart increases.

## 12. Making changes

You'll need to tell us if you change your name, address or bank account details.

### 12.1 Changes we can make

We can make reasonable changes to your policy to allow for changes in the law, regulation or tax rules which affect us or your policy.

If there is any exceptional change in circumstances which in our opinion makes it no longer possible to carry out any one or more of these terms and conditions then we can make reasonable changes.

If there's an error in your policy documents and it's fair to correct it, we can do that too.

We'll let you know 90 days before we make any change unless it's not practical to do so. If that ever happens, we'll tell you as soon as possible, which might be after we make the change.

### 12.2 Changes you can make

You can ask us to change the date we collect your payments.

You can ask for **premium protection** to be removed at any point in time, but once it's removed it can't be added back to your policy.

If the Basis of your policy is Increasing, you can ask us at any time to cancel the increases due at the next anniversary or all future increases. See 'What will be paid out?' on page 12 and 'Will my payments change?' on page 17.

You may be able to increase your amount of cover without the need for further health or medical information being required by us. This may be done by using the 'Increase Cover – Guaranteed Insurability Option' and we'll normally issue a new policy. See 'Appendix B3 – Increase Cover – Guaranteed Insurability Option' on page 25.



### 13. Can I cancel my policy?

You can cancel your policy at any time.

If you cancel within 30 days of receiving your policy documents, we'll refund everything you've paid us. After this, you won't get any refund. Your policy has no cash-in value at any time.

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

To cancel your policy, call **0345 030 6572** or write to us at the address at the front of this booklet.

### 14. Other legal points

This is a contract between us and you, or anyone to whom you have transferred the legal ownership of your policy. Nobody else has any rights under this contract.

Your policy is governed by the law of whichever part of the UK the first named **policyholder** lived in or normally resided when you took it out.

### 15. How to complain

If something's gone wrong, we'd like the chance to put it right. Please call us on **0345 030 6572** or write to us at the address at the front of this booklet.

If you're not happy with our response, or if we haven't responded after eight weeks, you can complain to the Financial Ombudsman Service. This is an impartial service which can make a decision about your complaint and tell us what to do in response.

**Write:** The Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange  
London E14 9SR

**Telephone:** **0800 023 4567**

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

Taking a complaint to the Financial Ombudsman Service doesn't affect your right to take legal action against us.

## APPENDIX A – PREMIUM PROTECTION

Your schedule will show if your policy has **premium protection** for a **person covered**.

This Appendix explains:

- The conditions that must be met for us to approve a **premium protection** claim.
- When we stop collecting **premium** payments and when we restart them.
- When **premium protection** ends for a **person covered** which may be before the expiry date of your policy.

Understanding our technical terms used for **premium protection**

### ‘Claim period’

A period of time that starts the day after the end of the **deferred period**, or the day after we’re told of the **disability** if that’s later. The period ends the day before the **person covered**:

- no longer meets the definition of **disability** that applies to them at that time, or
- reaches age 70, or
- your policy ends for any reason,

whichever is soonest.

If we pay a **critical illness**, **terminal illness** or **bereavement** claim then your policy will end and the **claim period** will end at the same time.

### ‘Deferred period’

The first 26 weeks of a period of **disability**.

### ‘Disability’

There are two different definitions of **disability**, which are ‘Own Occupation’ and ‘Activities of Daily Work’. Your policy schedule will tell you which applies to a **person covered**.

#### ‘Own Occupation’

‘**Disability**’ means any sickness or accident which causes the **person covered** to be totally unable to follow the **occupation** from which they last received any earnings before the start of **disability**. If there was more than one occupation it will be the one from which the most earnings was received. Also, they’re not doing any other occupation for payment or profit.

But if the definition for a **person covered** is ‘Own Occupation’ and

- they’re working less than 16 hours weekly before the start of the **disability**, and
- they are not self-employed,

the ‘**Activities of Daily Work**’ definition will apply instead.

#### ‘Activities of Daily Work’

‘**Disability**’ means any sickness or accident which prevents the **person covered** from being able to do at least two of the activities below even with the use of suitable mobility aids. This is without the assistance of another person.

- **Walking** – the ability to walk more than 200 metres on a level surface.
- **Climbing** – the ability to climb up a flight of 12 stairs and down again, using the handrail if needed.
- **Lifting** – the ability to pick up an object weighing 2kg at table height and hold for 60 seconds before replacing the object on the table.
- **Bending** – the ability to bend or kneel to touch the floor and straighten up again.
- **Getting in and out of a car** – the ability to get into a standard saloon car, and out again.
- **Writing** – the manual dexterity to write legibly using a pen or pencil, or type using a desktop personal computer keyboard.

#### ‘Occupation’

A trade, profession or type of work the **person covered** does for profit or pay. It’s not a specific job with any particular employer and is unrelated to location and availability.

#### ‘Period of disability’

Any period of time, after the start date, that the **person covered** suffers a **disability** for.

A **claim period** may end before the end of a **period of disability**, for example if the disability is permanent.

## What conditions must be met for a premium protection claim?

### Conditions to be met

We've all the information we need to approve the claim – see 'Information we'll need' on page 7.

The definition of **disability** has been met by the **person covered**.

The **period of disability** for them must last for at least 26 weeks.

Cover for **premium protection** hasn't ended – see 'When will **premium protection** end before the expiry date?' below.

None of the circumstances detailed in 'What will stop us paying out?' on page 16 apply to the claim.

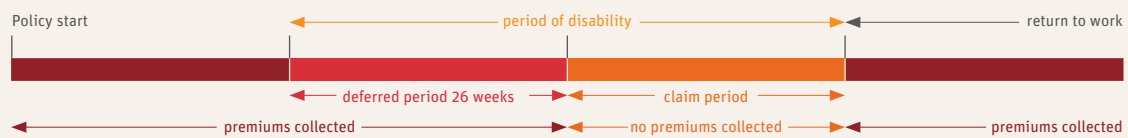
There may also be further conditions detailed in your schedule.

## When will we stop collecting premium payments and when will we restart them?

If we approve a claim, we'll stop collecting your **premiums** after 26 weeks and continue to do so for the **claim period**.

We'll treat your policy as though you have paid your **premiums** for the **claim period**.

### Example of a premium protection claim timeline

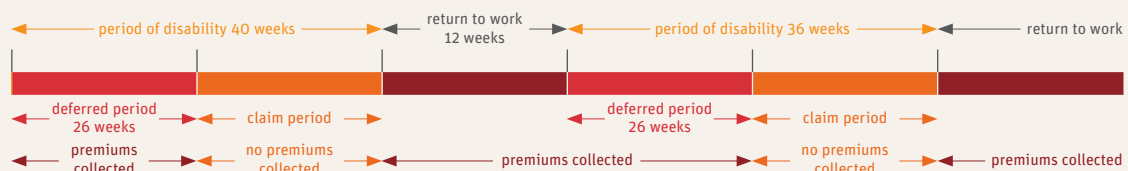


It's important that you keep paying your **premiums** for the first 26 weeks of **disability** to make sure your policy and its cover continues.

It's possible for us to pay your **premiums** more than once. Such as, if a **person covered** becomes unable to work, recovers and then becomes unable to work again.

### Example of a premium protection claims timeline with more than one period of disability

Kaspar suffers from an illness which causes him to be unable to work for 40 weeks. He then returns to work for 12 weeks. After that he has an accident and is unable to work for 36 weeks. Then he's able to return to work.



If the **person covered** recovers for less than a month we'll treat successive periods of disability as a single **claim period**. In this case we won't treat periods of active full-time work as part of the **period of disability**.

### Example of a premium protection claim timeline with successive periods of disability

Emmi has an accident which causes her to be unable to work for 32 weeks. She then returns to work for two weeks but suffers a relapse. She is unable to work for a further eight weeks. After that she's able to return to work.

There are two claim periods and no premiums are collected over both. For this example, there isn't a premium due to be collected in the two weeks that she initially returns to work for, if there was then the premium would have had to be paid by Emmi.



#### When will premium protection end before the expiry date?

We won't accept any new claim which occurs

- a) on or after 26 weeks before the expiry date of your policy, or
- b) if earlier, 26 weeks before the **person covered** reaches age 70.

Also, if two people have **premium protection**, we won't accept any new claim which occurs 26 weeks before

the older person reaches age 70. However, if the older person reaches age 70 while we're paying premiums for the younger person, we'll continue to pay the claim. We'll do this until the younger person no longer meets the definition of **disability** applying to them, reaches age 70 or the policy ends, whichever is soonest. **Premium protection** for the younger person will then end.



## APPENDIX B – POLICY OPTIONS

### Appendix B1 Replacement Cover Option

This option only applies if there are two ‘lives assured’ named on the schedule.

#### B1.1 Option for a new policy

Subject to B1.2, if we accept a **critical illness** claim for either **person covered**, you may request to start a new policy. The new policy will provide cover in respect of the **person covered** who was not the cause of the claim (the ‘**replacement cover person**’).

#### B1.2 Other conditions

Selecting the option under B1.1 is subject to the following conditions:

- a) We must receive your request to select the option by a method that’s acceptable to us and within 90 days from the date we pay the claim.
- b) All **premium** payments due before **claim acceptance date** must have been paid.
- c) The **replacement cover person** must habitually reside in the United Kingdom at the time the option is selected.
- d) The new policy will have an expiry date as close as is possible to that of this policy, though not later than that of this policy, but subject to the then minimum term for such a policy.
- e) Subject to (f) below, the new policy will have the same features as your original policy had at the **claim amount date** for the **replacement cover person**.

The new policy will:

- i. be from our range of Scottish Widows Protect policies,
- ii. have **Life Cover** if **Life Cover** applies under this policy,
- iii. have **Critical Illness Cover** and **Total Permanent Disability** will be included for the **person covered** unless they aren’t covered for that illness under this policy,
- iv. if a sum assured applies under this policy, have a sum assured at its start date which is equal to the **claim amount** of this policy,

- v. if a monthly benefit applies under this policy, have a monthly benefit at its start date which is equal to the **claim amount** of this policy,
- vi. have the same Basis (that’s whether it’s Level, Increasing or Decreasing) as under this policy,
- vii. have **premium protection** applying to the **replacement cover person** if **premium protection** applies to them under this policy, and
- viii. have a Life Buyback Option applying to the **replacement cover person** if a Life Buyback Option applies under this policy to them.

#### Example

Jo and Sam have a policy, with level **critical illness cover** of £50,000, for them when Jo has a heart attack. A month after we pay Jo’s claim, Sam asks for replacement cover.

Only Sam will be covered by the new policy which will have level **critical illness cover** of £50,000. As Sam didn’t have **life cover**, **premium protection**, or cover for **total permanent disability** before, none of these features can apply under the new policy.

If a new policy would have different features from those described in (e), we’ll tell you. We’ll also tell you if there are any changes to the illnesses covered by the new policy, for example if we’ve had to change an illness to reflect medical advances.

- f) It may not be possible to offer you a new policy as described in (e) above if
  - i. the Scottish Widows Protect range of policies is no longer available, or
  - ii. the features of any new policy then available are different.

If either of (i) or (ii) applies, we’ll offer you a new policy from our range of policies available at that time which has features as close as possible to your original policy.

- g) The **premium** payments for the new policy will allow for:
- Our rates at the start date of your original policy.
  - The age and smoker status of the **replacement cover person** at the time of selecting the option.
  - Any additional **premium** payment or any exclusion applying in respect of them under this policy.

We'll tell you the **premium** payments for the new policy.

You won't need to tell us about any change in the state of health of the **replacement cover person** since the start date.

- h) This Policy Provisions booklet will apply to the new policy unless we tell you otherwise in writing.

For example, we may issue a different Policy Provisions booklet if one of the scenarios described in (f) applies or for Critical Illness cover if there is a change to the range of illnesses covered.

## Appendix B2 Life Buyback Option

This option only applies if the schedule states that a 'Life Buyback Option' applies.

### B2.1 Option for a new life cover policy

Subject to B2.2, if we accept a **critical illness** claim for a **person covered** and the schedule states that a 'Life Buyback Option' applies in respect of them then you may select an option to start a new policy. The new policy will provide **life cover** in respect of them (the '**buyback person**'). **Critical Illness cover** will not apply to the new policy.

If there are two **persons covered** and you'd like replacement cover for the person who didn't have a **critical illness**, you may be able to use the option in Appendix B1.

### B2.2 Other conditions

Selecting the option under B2.1 is subject to the following conditions:

- a) We must receive your request to select the option by a method that's acceptable to us and within 90 days from the date we pay the claim.

- b) The new policy will start 12 months after the date we pay the claim.
- c) All **premium** payments due before **claim acceptance date** must have been paid.
- d) The **buyback person** must habitually reside in the United Kingdom at the time the option is selected.
- e) The new policy will have an expiry date as close as is possible to that of this policy, though not later than that of this policy but subject to the then minimum term for such a policy.
- f) Subject to (g) below the new policy will have the same features as your original policy had at the **claim amount date** for the **buyback person**.

The new policy will

- be from our range of Scottish Widows Protect policies,
- if a sum assured applies under this policy, have a sum assured at its start date which is equal to the **claim amount** of this policy,
- if a monthly benefit applies under this policy, have a monthly benefit at its start date which is equal to the **claim amount** of this policy,
- have the same Basis (that's whether it's Level, Increasing or Decreasing) as under this policy, and
- have **premium protection** applying to the **buyback person** under the new policy if **premium protection** applies to them under this policy.

### Example

Jack is covered under a policy with level **life** and **critical illness cover** of £60,000, when he has liver failure. A month after we pay the claim, he asks for life cover using this option.

The new policy will have level **life cover** of £60,000. As the original policy had **premium protection**, this feature will also apply to the new policy.

If a new policy would have different features from those described in (f), we'll tell you.

- g) It may not be possible to offer you a new policy as described in (f) above if
- i. the Scottish Widows Protect range of policies is no longer available, or
  - ii. the features of any new policy then available are different.

If either of (i) or (ii) applies, we'll offer you a new policy from our range of policies available at that time which has features as close as possible to your original policy.

- h) The **premium** payments for the new policy will allow for:
- i. Our rates at the start date of your original policy.
  - ii. The age and smoker status of the **buyback person** at the time of selecting the option.
  - iii. Any additional **premium** payment or any exclusion applying in respect of them under this policy.

We'll tell you the **premium payments** for the new policy.

You won't need to tell us about any change in the state of health of the **buyback person** since the start date.

- i) This Policy Provisions booklet will apply to the new policy unless we confirm otherwise in writing.

For example, we may issue a different Policy Provisions booklet if one of the scenarios described in (g) applies.

## Appendix B3 Increase Cover – Guaranteed Insurability Option

This option will not be available if any of the following apply:

- a) During the application process for this policy we told you or your adviser that an additional **premium** payment or exclusion would apply in respect of the **person covered**, or either **person covered** if there are two. This could be because of a medical reason, an occupational reason, a hazardous pursuit or any combination of these.
- b) **Life Cover** applies to the policy and the **person covered**, or either **person covered** if there are two, has at any time been diagnosed with a **terminal illness**.

- c) **Critical Illness Cover** applies to the policy and the **person covered**, or either **person covered** if there are two, has at any time been diagnosed with an illness which is a **critical illness** or an **additional payment critical illness**;
- d) **Premium** payments aren't being collected due to a **premium protection** claim; or
- e) This policy started as a result of selecting an option under another policy issued by us to increase the sum assured or monthly benefit.

B3.1 to B3.4 below include further conditions that will apply.

### B3.1 Option Events

Subject to the following paragraphs and to B3.2 to B3.4, you may select an option to start a new policy that provides cover. You may do this within six months of the events listed below as relevant occurring after the start date.

You may select an increase cover option on up to three separate occasions. However, the type of event must be different on each occasion.

If there are two **persons covered**, the option for each type of event will be available in respect of either person.

The types of event are:

- a) a **person covered's** marriage or registering of a civil partnership;
- b) a **person covered's** divorce or dissolution of a civil partnership;
- c) one of the following:
  - The birth of a child of a **person covered**.
  - The legal adoption of a child of a **person covered**.
  - A child becoming a stepchild of a **person covered** as a result of marriage or registered civil partnership.
  - A **person covered** becoming the legal guardian of a child.
  - A child starts living with, and is financially dependent on, a **person covered**;
- d) an increase to a **person covered's** mortgage; and
- e) a **person covered** receiving a salary increase.

For (c) the child must be under age 22 years.

For example, you may be able to select an option on marriage (event (a)) and then on the birth of a child (event (c)). However, you couldn't select a further option on the birth of another child, but would have one final option remaining for an event other than (a) and (c).

### B3.2 Maximum sum assured

This condition only applies if the schedule shows that either a 'Sum assured' or an 'Initial sum assured' applies to the policy.

On each occasion that you select an option under B3.1, the sum assured under the new policy must not be more than the lowest of

- i. 50% of the sum assured of this policy at the start date;
- ii. £150,000;
- iii. for an option event (d), the increase in the size of the mortgage; and
- iv. for an option event (e), the Sum assured at the start date multiplied by the percentage increase in the salary.

Also, the total of

- i. the sum assured under the new policy; and
- ii. the sums assured under any other policies in respect of the **person covered** or **persons covered** if there are two which result from an earlier selection of an option to increase the sum assured under this policy

must not exceed £200,000.

### B3.3 Maximum monthly benefit

This condition only applies if the schedule shows that either a 'Monthly benefit' or an 'Initial Monthly benefit' applies to the policy.

#### B3.3.1

In this condition

'remaining number of months' means the number of months between the date the option is selected and the expiry date of a policy

and

'monthly benefit total' means the monthly benefit of a policy at the date the option is selected multiplied by the remaining number of months.

#### B3.3.2

On each occasion that you select an option under provision B3.1, the monthly benefit or initial monthly benefit as relevant under the new policy must not be more than the lowest of

- i. 50% of the monthly benefit total;
- ii. £150,000;
- iii. for option event (d), the increase in the size of the mortgage; and

- iv. for option event (e), the monthly benefit total multiplied by the percentage increase in the salary divided by the remaining number of months.

Also, the total of

- i. the initial monthly benefit under the new policy times the remaining number of months; and
- ii. the monthly benefit totals under any other policies in respect of the **person covered** (or **persons covered** if there are two) which result from an earlier selection of an option to increase the monthly benefit under this policy

must not exceed £200,000.

### B3.4 Other conditions

Selecting an option under provision B3.1 is also subject to the following conditions:

- a) We must receive your request to select the option by a method acceptable to us before the **person covered's** 55<sup>th</sup> birthday or if there are two **persons covered**, before the 55<sup>th</sup> birthday of the oldest.
- b) All premium payments due before selecting the option must have been paid.
- c) If this policy started as a result of the select of a Replacement Cover Option or a Life Buyback Option under a previous policy,
  - i. the number of occasions on which you can select an option under B3.1 will be reduced by any occasions selected under the previous policy; and
  - ii. it won't be possible to select an option under B3.1 for an event if an option was selected for that event under the previous policy.
- d) We must receive such evidence of the relevant event as we may reasonably require.
- e) The new policy will have the same **person covered**, or if there are two **persons covered**, the same **persons covered**, as this policy.

We expect to create a new policy for every increase. If we don't have an appropriate policy in our range when you wish to select an option it may not be possible to select the option unless (l) applies.

- f) The **person covered**, or if there are two **persons covered** both **persons covered**, must habitually reside in the United Kingdom at the time the option is selected.

- g) The new policy will not extend beyond the expiry date of this policy but subject to the then minimum term for such a policy.
- h) Subject to (i) and (l) below, the new policy will have the same features as your original policy had at the date the option is selected.

The new policy will:

- I. be from our range of Scottish Widows Protect policies;
- II. have **Life Cover** if **Life Cover** applies under this policy;
- III. have **Critical Illness Cover** if **Critical Illness Cover** applies under this policy;

Cover for **Total Permanent Disability** will be included for a **person covered** unless they aren't covered for that illness under this policy.

If there are any changes to the range of illnesses covered by the new policy, we'll tell you. For example, if we've had to change an illness to reflect medical advances.

- IV. have the same Basis (that's whether it's Level, Increasing or Decreasing) as under this policy;
- V. have **premium protection** applying to a **person covered** if **premium protection** applies to them under this policy; and
- VI. have a Life Buyback Option applying to a **person covered** if a Life Buyback Option applies to them under this policy.

#### Example

Kate is covered under a policy with level **life cover** of £100,000, when she increases cover by 50% using this option for the first time.

The new policy will have level **life cover** of £50,000. As the original policy didn't have **critical illness cover**, **premium protection**, or Life Buyback Option, none of these features will apply to the new policy.

If a new policy would have different features from those described in (h), we'll tell you.

- i) It may not be possible to offer you a new policy as described in (h) above if
- I. the Scottish Widows Protect range of policies is no longer available, or
  - II. the features of any new policy then available are different.
- If either of (I) or (II) applies, we will offer you a new policy from our range of policies available at that time which has features as close as possible to your original policy.
- j) The **premium** payments for the new policy will allow for:
- I. Our rates at the start date of your original policy.
  - II. The age and smoker status of the **person covered** or **persons covered** at the time of selecting an option.

We'll tell you the premiums for the new policy.

You won't need to tell us about any change in the state of health of a **person covered** since the start date.

- k) This Policy Provisions booklet will apply to the new policy unless we confirm otherwise in writing.

For example, we may issue a different Policy Provisions booklet if one of the scenarios described in (i) applies or for **Critical Illness cover** if there is a change to the range of illnesses covered.

- l) We may alternatively effect the option as nearly as is reasonably possible by increasing the sum assured or monthly benefit amount as relevant under this policy.

## APPENDIX C – CRITICAL ILLNESS COVER

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This appendix only applies to a policy if it has ‘**Critical illness cover**’ or ‘Life with Critical Illness Cover’ shown at the top of the schedule.

In this appendix only, ‘you’ or ‘your’ means a **person covered**.

Medical definitions are intended for medical professionals. You should show these to your doctor to see if your illness is covered.

## Appendix C1 List of Illnesses

The definition of each illness is given in Appendix C3.

### CANCER

#### Critical illness

- Invasive Cancer

#### Additional payment critical illnesses (c)

- Carcinoma In Situ – with surgery
- Carcinoma In Situ of the Urinary Bladder
- Low Grade Prostate Cancer – requiring treatment
- Gastrointestinal Stromal Tumour (GIST) – low risk with surgery
- Neuroendocrine Tumour (NET) – low grade with surgery
- Ovarian Tumour of borderline malignancy
- Pituitary Tumour

### HEART AND ARTERIES

#### Critical Illnesses

- Cardiomyopathy
- Heart Attack – of specified severity
- Heart Failure
- Heart and Vascular Surgeries of major severity – as specified (a):
  - Aorta graft surgery
  - Cardiac arrest
  - Coronary artery bypass graft surgery
  - Heart valve replacement or repair
  - Pulmonary artery graft surgery
  - Structural heart surgery
- Pulmonary Arterial Hypertension (idiopathic)

#### Additional payment critical illnesses (c)

- Heart and Vascular Surgeries of specified severity
- Infective Bacterial Endocarditis

### ORGANS

#### Critical illnesses

- Aplastic Anaemia
- Kidney Failure
- Liver Failure
- Major Organ Transplant (a)
- Respiratory Failure
- Third Degree Burns

### BRAIN AND NEUROLOGICAL SYSTEM

#### Critical illnesses

- Benign Tumour of Brain or Spinal Cord (a)
- Brain Injury due to trauma or reduced oxygen supply
- Coma
- Dementia including Alzheimer's Disease – of specified severity (b)
- Intensive Care Cover
- Motor Neurone Disease (MND) and specified diseases of the motor neurones (b)
- Multiple Sclerosis (MS)
- Neurological Deficit caused by specified condition:
  - Bacterial Meningitis,
  - Creutzfeldt-Jakob Disease (CJD),
  - Encephalitis, or
  - Neuromyelitis Optica (Devic's Disease)
- Paralysis of limb
- Parkinson's Disease (b)
- Parkinson's Plus Syndromes (b)
- Stroke of Brain or Spinal Stroke
- Systemic Lupus Erythematosus (SLE)
- Total Permanent Disability (d)

#### Additional payment critical illness (c)

- Cerebral or Spinal aneurysm or Arteriovenous malformation

### SENSES

#### Critical illnesses

- Blindness
- Deafness
- Loss of hand or foot
- Loss of speech

#### Additional payment critical illness (c)

- Central retinal artery or vein occlusion

(a) **Advanced payment critical illness** may apply – see 'What happens when you make a critical illness cover claim?' on page 9.

(b) **Booster payment** may apply – see 'What will be paid out?' on page 12

(c) **Additional payment critical illness** – we restrict the amount we pay, but the policy can continue afterwards – see 'What happens when you make a critical illness cover claim?' on page 9.

(d) **Total Permanent Disability** – your schedule will show if your policy includes this. We may restrict the amount we pay – see 'What amount is paid?' on page 12.



## Appendix C2 Technical Terms used for Critical Illness Cover

### Irreversible

Can't be cured by medical treatment and/or surgical procedures used by the National Health Service in the UK at the **claim acceptance date**.

### Permanent

Expected to last throughout your life with no prospect of improvement, regardless of when your cover ends or you retire.

### Permanent neurological deficit with persisting clinical symptoms

We mean:

Symptoms of dysfunction in the nervous system that is present on clinical examination and expected to last throughout your life.

Symptoms that are covered:

- Aphasia (inability to speak).
- Coma.
- Delirium.
- Dementia.
- Difficulty in walking.
- Dysarthria (difficulty with speech).
- Dysphagia (difficulty in swallowing).
- Hyperaesthesia (increased sensitivity).
- Lack of co-ordination.
- Localised weakness.
- Numbness.
- Paralysis.
- Seizures.
- Tremor.
- Visual impairment.

The following are not covered:

- An abnormality seen on brain or other scans without definite related clinical symptoms.
- Neurological signs occurring without symptomatic abnormality, such as brisk reflexes without other symptoms.
- Symptoms of psychological or psychiatric origin.

## Appendix C3 Definitions of illnesses

### C3.1 Cancer

a) The following is a “critical illness”.

#### Invasive Cancer – excluding less advanced cases

Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue. For this definition the term malignant tumour includes leukaemia, sarcoma and lymphoma except those that arise from and are confined to the skin (including cutaneous lymphomas and sarcomas).

For the above definition, all of the following are not covered:

- All cancers which are histologically classified as any of the following:
  - pre-malignant;
  - cancer in situ;
  - having borderline malignancy; or
  - having low malignant potential.
- All tumours of the prostate unless histologically classified as having a Gleason score of 7 or above or having progressed to at least TNM classification cT2bNOMO or pT2NOMO following prostatectomy (removal of the prostate).
- Neuroendocrine tumours without lymph node involvement or distant metastases unless they are classified as WHO Grade 2 or above.
- Gastrointestinal stromal tumours without lymph node involvement or distant metastases unless classified by either AFIP/Miettinen and Lasota as having a moderate or high risk of progression, or UICC/TNM8 stage II or above.
- All urothelial tumours unless histologically classified as having progressed to at least TNM classification T1NOMO.
- Malignant melanoma skin cancers that are confined to the epidermis (outer layer of skin).
- Any non-melanoma cancer that arises from or are confined to one or more of the epidermal, dermal, and subcutaneous tissue layers of the skin (including cutaneous lymphomas and sarcomas) unless it has spread to lymph nodes or distant organs.

b) The following are an “additional payment critical illness”.

**Carcinoma In Situ – with surgery**

A diagnosis of carcinoma in situ with histological confirmation and characterised by the uncontrolled growth of malignant cells that are confined to the epithelial linings of organs. The carcinoma in situ must have been treated by surgery to remove the tumour.

For the above definition, the following are not covered:

- Any skin cancer (including melanoma).
- Tumours treated with radiotherapy, laser therapy, cryotherapy, cone biopsy, LLETZ (Large Loop Excision of the Transformation Zone) or diathermy treatment.
- Ovarian tumour of borderline malignancy – with specific surgery.
- Pituitary tumour – resulting in **permanent** symptoms or surgery.
- Low Grade Prostate Cancer – requiring treatment.
- Carcinoma in situ of the urinary bladder.

**Carcinoma In Situ of the Urinary Bladder**

A diagnosis of carcinoma in situ of the urinary bladder. Diagnosis must be supported by histological evidence and confirmed by a specialist Consultant.

For the above definition, the following are not covered:

- Non-invasive papillary carcinoma.
- Stage Ta bladder carcinoma.
- All other forms of non-invasive carcinoma.

**Low Grade Prostate Cancer – requiring treatment**

Undergoing treatment on the advice of your specialist Consultant following the diagnosis of a malignant tumour of the prostate. This must have been positively diagnosed and histologically classified as having a Gleason score of 6 and having progressed to clinical TNM classification T1c or T2a.

For the above definition, the following are not covered:

- Prostatic intraepithelial neoplasia (PIN).
- Observation or surveillance.

**Low Grade Prostate Cancer – requiring treatment (continued)**

- Surgical biopsy

**Gastrointestinal Stromal Tumour (GIST) – low risk with surgery**

Gastrointestinal Stromal Tumours (GIST) without lymph node involvement or distant metastases classified by either AFIP/Miettinen and Lasota as having no to a low risk of progression, or as UICC/TNM8 stage I, that has been treated with surgery to remove the tumour.

**Neuroendocrine Tumour (NET) – low grade with surgery**

Neuroendocrine Tumour (NET) without lymph node involvement or distant metastases classified as WHO grade 1 that has been treated by surgery to remove the tumour.

**Ovarian Tumour of borderline malignancy – with specific surgery**

A diagnosis of an ovarian tumour of borderline malignancy/low malignant potential that has been positively diagnosed with histological confirmation and has resulted in surgical removal of an ovary.

For the above definition, the following is not covered:

- Removal of an ovary due to cyst.

**Pituitary Tumour – resulting in permanent symptoms or surgery**

A diagnosis of a non-malignant tumour in the pituitary gland resulting in either of the following:

- **Permanent neurological deficit with persisting clinical symptoms;** or
- Surgical removal of the tumour.

For the above definition, the following are not covered:

- Tumours treated with radiotherapy.
- Where symptoms are absent with on-going medical treatment.

### C3.2 Heart and arteries

a) The following are a “critical illness”.

#### Cardiomyopathy – of specified severity

A definite diagnosis of cardiomyopathy by a Consultant Cardiologist. The diagnosis must be supported by echocardiogram. The disease must result in at least one of the following:

- Left ventricular ejection fraction (LVEF) of less than 40% measured twice at an interval of at least three months by an MRI scan.
- Marked limitation of physical activities where less than ordinary activity causes fatigue, palpitation, breathlessness or chest pain (Class III or IV of the New York Heart Association classification). This must be over a period of at least six months.
- Implantation of a Cardioverter Defibrillator (ICD) on the specific advice of a Cardiologist for the prevention of sudden cardiac death.

For the above definition, the following are not covered:

- All other forms of heart disease, heart enlargement and myocarditis.

#### Heart Attack – of specified severity

A definite diagnosis of acute myocardial infarction with death of heart tissue as evidenced by all of the following:

- New characteristic electrocardiographic changes or new diagnostic imaging changes;
- The characteristic rise of cardiac enzymes or troponins.

The evidence must show a definite acute myocardial infarction.

For the above definition, the following are not covered:

- Myocardial injury without myocardial infarction;
- Angina without myocardial infarction.

#### Heart Failure – of specified severity

A definite diagnosis of heart failure by a Consultant Cardiologist. There must be **permanent** clinical impairment of heart function resulting in all of the following:

- **Permanent** loss of ability to perform physical activities to at least Class 3 of the New York Heart Association (NYHA) classification of functional capacity. This is heart disease resulting in marked limitation of physical activities where less than ordinary activity causes fatigue, palpitations, breathlessness or chest pain. And;
- **Permanent** and **irreversible** ejection fraction of 39% or less.

#### Heart and Vascular Surgeries of major severity

– as specified

Undergoing any of these surgeries on the advice of a Consultant Cardiologist:

- **Aorta graft surgery** with excision and surgical replacement of a portion of the aorta with a graft.
- **Cardiac arrest** resulting in unconsciousness and surgical implantation of either a Cardioverter Defibrillator (ICD) or Cardiac Resynchronization Therapy with Defibrillator (CRT D).
- **Coronary artery bypass graft surgery.**
- **Heart valve replacement or repair.**
- **Pulmonary artery graft surgery.**
- **Structural heart surgery** requiring median sternotomy (surgery to divide the breast bone) or thoracotomy on the advice of a Consultant Cardiologist to correct any structural abnormality of the heart.

Advanced payment may apply for **Heart and Vascular Surgeries of major severity** above – see ‘What happens when you make a critical illness cover claim’ on page 9.

#### **Pulmonary Arterial Hypertension (idiopathic) – of specified severity**

Pulmonary arterial hypertension of unknown cause that has resulted in all of the following:

- Elevated pulmonary arterial pressure;
- Right ventricular dysfunction; and
- Shortness of breath.

For the above definition, the following are not covered:

- Pulmonary Hypertension due to established cause.
- Other types of hypertension.

- b) The following are an “**additional payment critical illness**”.

#### **Heart and Vascular Surgeries of specified severity**

Undergoing any of the following procedures on the advice of a Consultant Cardiologist or Vascular Surgeon:

- Coronary angioplasty to two or more of the main coronary arteries, including atherectomy, laser treatment or stent insertion. This must be to correct either:
  - Narrowing or blockages of at least 70% confirmed by angiography. Or
  - narrowing or blockages where there is a fractional flow reserve ratio of <0.8.

The main coronary arteries for this purpose are defined as right coronary artery, left main stem, left anterior descending and (left) circumflex.

- The undergoing of endovascular repair of an aneurysm of the thoracic or abdominal aorta with a graft.
- The definite diagnosis of an abnormal rhythm of heartbeat resulting in the insertion of an artificial pacemaker on a **permanent** basis.
- A definite diagnosis of peripheral vascular disease with objective evidence from imaging of obstruction in the arteries requiring bypass graft surgery to an artery of the legs.
- The undergoing of endarterectomy or therapeutic angioplasty with or without stent to correct symptomatic stenosis involving at least 70% narrowing or blockage of a carotid artery. Angiographic evidence will be required.

#### **Infective Bacterial Endocarditis**

A definite diagnosis by a Consultant Cardiologist of infective bacterial endocarditis.

### **C3.3 Brain and Neurological System**

- a) The following are a “**critical illness**”.

#### **Benign Tumour of Brain or Spinal Cord – resulting in permanent symptoms or specified treatments**

A non-malignant tumour or cyst originating from the brain, spinal cord, cranial/spinal nerves or meninges within the skull or spine. This must result in any of the following:

- **Permanent neurological deficit with persisting clinical symptoms.** Or
- undergoing invasive surgery to remove part or all of the tumour. Or
- undergoing stereotactic radiosurgery or chemotherapy treatment to destroy tumour cells.

For the above definition, the following are not covered:

- Tumours in the pituitary gland.
- Tumours originating from bone tissue.
- Angioma and cholesteatoma.
- Granulomas, haematomas, abscesses, disc protrusions and osteophytes.

Advanced payment may apply for **Benign Tumour of Brain or Spinal Cord** – see ‘What happens when you make a critical illness cover claim’ on page 9.

#### **Brain Injury due to trauma or reduced oxygen supply – resulting in permanent symptoms**

Death of brain tissue due to trauma or reduced oxygen supply (anoxia or hypoxia) resulting in **permanent neurological deficit with persisting clinical symptoms**.

For the above definition the following is not covered:

- As a result of a child being born prematurely (before 37 weeks).

**Coma**

A state of unconsciousness with no reaction to external stimuli or internal needs which requires the use of life support systems for a period of 96 hours.

For the above definition, the following is not covered:

- Medically induced coma.

**Dementia including Alzheimer's Disease – of specified severity**

A definite diagnosis of dementia, including Alzheimer's Disease, by a Consultant Geriatrician, Neurologist, Neuropsychologist or Psychiatrist supported by evidence including neuropsychometric testing.

There must be **permanent** cognitive dysfunction with progressive deterioration in the ability to do all of the following:

- remember,
- reason, and
- perceive, understand, express and give effect to ideas.

For the above definition, the following is not covered:

- Mild Cognitive Impairment (MCI).

Booster payment may apply for **Dementia including Alzheimer's Disease** – see 'What will be paid out?' on page 12.

**Intensive Care Cover – requiring mechanical ventilation for 10 Days**

Any sickness or injury resulting in the life assured requiring continuous mechanical ventilation by means of tracheal intubation for 10 consecutive days (24 hours a day) or more. This must be in an intensive care unit in a UK hospital.

For the above definition the following are not covered:

- Sickness or injury as a result of other self-inflicted means.
- As a result of a child being born prematurely (before 37 weeks).

**Motor Neurone Disease (MND) and specified diseases of the motor neurones – resulting in permanent symptoms**

A definite diagnosis of one of the following motor neurone diseases by a Consultant Neurologist:

- Amyotrophic lateral sclerosis (ALS).
- Kennedy's disease, also known as spinal and bulbar muscular atrophy (SBMA).
- Primary lateral sclerosis (PLS).
- Progressive bulbar palsy (PBP).
- Progressive muscular atrophy (PMA).
- Spinal muscular atrophy (SMA).

There must also be **permanent** clinical impairment of motor function.

Booster payment may apply for **Motor Neurone Disease (MND) and specified diseases of the motor neurones** – see 'What will be paid out?' on page 12.

**Multiple Sclerosis**

A definite diagnosis of Multiple Sclerosis by a Consultant Neurologist. There must have been clinical impairment of motor or sensory function together with positive findings on Magnetic Resonance Imaging (MRI).

**Neurological Deficit caused by specified condition – resulting in permanent symptoms.**

A definite diagnosis of one of the conditions below by a Consultant Neurologist resulting in **permanent neurological deficit with persisting clinical symptoms**:

- Bacterial meningitis.
- Creutzfeldt-Jakob Disease (CJD).
- Encephalitis.
- Neuromyelitis Optica (Devic's Disease).

For the above definition, the following are not covered:

- Other forms of meningitis including viral meningitis.

**Paralysis of limb – total and irreversible**

Total and **irreversible** loss of muscle function to the whole of any limb.

**Parkinson's Disease – resulting in permanent symptoms**

A definite diagnosis of Parkinson's disease by a Consultant Neurologist or Consultant Geriatrician. There must be **permanent** clinical impairment of motor function with associated tremor or muscle rigidity.

For the above definition, the following is not covered:

- Parkinsonian syndromes/Parkinsonism.

Booster payment may apply for **Parkinson's Disease** – see 'What will be paid out?' on page 12.

**Parkinson's Plus Syndromes – resulting in permanent symptoms**

A definite diagnosis by a Consultant Neurologist of one of the following Parkinson Plus Syndromes:

- Corticobasal ganglionic degeneration.
- Diffuse Lewy body disease.
- Multiple system atrophy.
- Parkinsonism-dementia-amyotrophic lateral sclerosis complex.
- Progressive supranuclear palsy.

There must be at least one of the following:

- **permanent** clinical impairment of motor function; or
- diagnosis of **permanent** eye movement disorder; or
- **permanent** postural instability.

Booster payment may apply for **Parkinson's Plus Syndromes** – see 'What will be paid out?' on page 12.

**Stroke of brain or spinal stroke**

Death of brain or spinal cord tissue due to inadequate blood supply or haemorrhage within the skull or spinal column. This must have resulted in all of the following evidence of stroke:

- Neurological deficit with persistent clinical symptoms lasting at least 24 hours. And
- Definite evidence of death of tissue or haemorrhage on a scan.

For the above definition, the following are not covered:

- Transient ischaemic attack;
- Death of tissue of the optic nerve or retina/eye stroke.

**Systemic Lupus Erythematosus (SLE) – of specified severity**

A definite diagnosis of systemic lupus erythematosus by a Consultant Rheumatologist. This must have resulted in either of the following:

- **Permanent neurological deficit with persisting clinical symptoms.** Or
- **Permanent** impairment of kidney function with a glomerular filtration rate (GFR) below 30ml/min.

**Total Permanent Disability** – of specified severity

This **critical illness** is only included in your cover if the schedule shows that it applies to the policy in respect of you.

The definition of **Total Permanent Disability** that applies to the policy is stated in the schedule.

However, if

- “Definition 1 – Own Occupation” is stated in the schedule to apply to the policy. And
- you were not in gainful employment immediately before the start of the disability then “Definition 2 – Activities of Daily Work” will apply instead.

The following terms are used in Definition 1:

- **“Your occupation”**  
The occupation as stated on the application and accepted by us.
- **“Material and substantial duties”**  
Those that are normally required for, and/or form a significant and integral part of, the performance of your **occupation** that cannot reasonably be omitted or modified.
- **“Own occupation”**  
Your trade, profession or type of work you do for profit or pay. It is not a specific job with any particular employer and is irrespective of location and availability.

**Definition 1 – Own Occupation**

Under this definition “**Total Permanent Disability**” means the loss of physical or mental ability through an illness or injury. This is to the extent that you are unable to do the **material and substantial duties** of **your own occupation** ever again.

The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or you expect to retire.

For the above definition, disabilities for which the relevant specialists cannot give a clear prognosis are not covered.

**Definition 2 – Activities of Daily Work**

Under this definition “**Total Permanent Disability**” means the loss of physical ability through an illness or injury. You must be unable to do at least three of the six work tasks listed below ever again.

The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or you expect to retire.

You must need the help or supervision of another person. You must be unable to perform the task on your own, even with the use of special equipment routinely available to help and having taken any appropriate prescribed medication.

The work tasks are:

- **Walking** – the ability to walk more than 200 metres on a level surface.
- **Climbing** – the ability to climb up a flight of 12 stairs and down again, using the handrail if needed.
- **Lifting** – the ability to pick up an object weighing 2kg at table height and hold for 60 seconds before replacing the object on the table.
- **Bending** – the ability to bend or kneel to touch the floor and straighten up again.
- **Getting in and out of a car** – the ability to get into a standard saloon car, and out again.
- **Writing** – the manual dexterity to write legibly using a pen or pencil, or type using a desktop personal computer keyboard.

For the above definition, disabilities for which the relevant specialists cannot give a clear prognosis are not covered.

We may restrict the amount we pay for **Total Permanent Disability** – see ‘What amount is paid?’ on page 12.



- b) The following is an “**additional payment critical illness**”.

**Cerebral or Spinal aneurysm or Arteriovenous malformation** – with specified treatments

Cerebral or Spinal aneurysm or Arteriovenous malformation resulting in the undergoing of any of the following:

- Craniotomy;
- Endovascular treatments using coils; or
- Stereotactic radiosurgery.

### C3.4 Organs

- a) The following are a “**critical illness**”.

**Aplastic Anaemia** – with **permanent** bone marrow failure

A definite diagnosis of Aplastic Anaemia by a Consultant Haematologist resulting in **permanent** and **irreversible** bone marrow failure and requiring treatment with at least one of the following:

- Blood transfusion.
- Marrow stimulating agents.
- Immunosuppressive agents.
- Bone marrow transplant.

For the above definition, the following are not covered:

- Other forms of anaemia.

**Kidney Failure** – requiring **permanent** dialysis

Chronic and end stage failure of both kidneys to function, as a result of which regular dialysis is **permanently** required.

**Liver Failure** – of advanced stage

A definite diagnosis, by a Consultant Physician, of **irreversible** end stage liver failure due to cirrhosis resulting in all of the following:

- **Permanent** jaundice;
- Ascites; and
- Encephalopathy.

For the above definition, the following is not covered:

- Liver disease secondary to self-inflicted injury.

**Major Organ Transplant** – from another donor

Undergoing, as a recipient, a transplant from another person of bone marrow, complete heart, kidney, liver, lung, pancreas or a whole lobe of the lung or liver. 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.

Advanced payment may apply for **Major Organ Transplant** – see ‘What happens when you make a critical illness cover claim’ on page 9.

**Respiratory Failure** – of advanced stage

Advanced stage emphysema or other chronic lung disease diagnosed by a Respiratory Physician. This must result in all of the following:

- The need for regular daily oxygen treatment on a **permanent** basis.
- The **permanent** impairment of lung function tests as follows;
- Forced Vital Capacity (FVC); and
- Forced Expiratory Volume at 1 second (FEV1) being less than 50% of normal.

**Third Degree Burns** – of specified extent

Burns that involve damage or destruction of the skin to its full depth through to the underlying tissue. These must be covering at least 20% of the body’s surface area or covering 20% of the area of the face or head.

### C3.5 Senses

a) The following are a “critical illness”.

#### Blindness – permanent and irreversible

**Permanent** and **irreversible** loss of sight to the extent that even when tested with the use of visual aids, is measured to be either of the following:

- Visual acuity at 3/60 or worse in the better eye using a Snellen eye chart.
- Visual acuity at 6/60 or worse in the better eye. This is together with a loss of peripheral visual field and a central visual field of no more than 20 degrees in total.

#### Deafness – permanent and irreversible

**Permanent** and **irreversible** loss of hearing to the extent that the loss is greater than 70 decibels across all frequencies in the better ear using a pure tone audiogram.

#### Loss of Hand or Foot – permanent physical severance

**Permanent** physical severance of a hand or foot at or above the wrist or ankle joint.

#### Loss of Speech – permanent and irreversible

Total **permanent** and **irreversible** loss of the ability to speak as a result of physical injury or disease.

b) The following is an “additional payment critical illness”.

#### Central retinal artery or vein occlusion – resulting in permanent visual loss

Death of optic nerve or retinal tissue due to inadequate blood supply or haemorrhage within the central retinal artery or vein. This must result in **permanent** visual impairment of the affected eye.

For the above definition, the following are not covered:

- Branch retinal artery or vein occlusion or haemorrhage.
- Traumatic injury to tissue of the optic nerve or retina.

## Appendix C4 Children’s Critical Illnesses

A “children’s critical illness” is

- any critical illness and any additional payment critical illness detailed in Appendix A3 other than **Total Permanent Disability**, and
- any of the following “additional children’s critical illnesses”

#### Cerebral Palsy – resulting in permanent symptoms

A definite diagnosis of cerebral palsy by a Paediatrician resulting in **permanent** neurological deficit with persisting clinical symptoms.

#### Cystic Fibrosis

A definite diagnosis of cystic fibrosis by an appropriate medical specialist.

#### Hydrocephalus – treated with the insertion of a shunt

A definite diagnosis of hydrocephalus by a Paediatrician which is treated by the insertion of a shunt.

#### Muscular Dystrophy

A definite diagnosis of Muscular Dystrophy made by a Consultant Neurologist.

#### Spina Bifida – myelomeningocele or rachischisis

A definite diagnosis of spina bifida myelomeningocele or rachischisis by a Paediatrician.

For the above definition the following are not covered:

- Spina bifida occulta;
- Spina bifida with meningocele.





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