

VIRGIN LIFE AND CANCER PROTECTION

YOUR POLICY BOOKLET – LCP1-11.05

1 Definitions

Application forms are the forms *you* completed when *you* applied to *us* for *cover*. They include any additional information in connection with *your* application or any changes in writing to it that *we've* accepted.

Cancer is defined in the 'Virgin Cancer Cover booklet' if applicable.

Cancer cover is 'Virgin Cancer Cover'.

Cover is 'Virgin Cancer Cover' or 'Virgin Life Cover'. A *policy* may have one *cover*, or more than one different *covers*. The *Schedule* shows which *cover(s)* apply to the *policy* at the *start date*.

Cover booklet for a *cover* is the booklet shown in the *Schedule* as applying to that *cover*. A *cover booklet* provides terms and conditions specific to that *cover*. You should read it together with the *Schedule*, this *Policy booklet* and any other *policy documents*.

End date for a *cover* is the date when that *cover* is due to end. This is shown in the *Schedule*. The *cover* may, however, end earlier for one of the other reasons shown in section 3 of this *Policy booklet*.

Endorsement is a document that becomes part of the *policy documents*. *We* will send it to the *policyholder* only if *we* agree to, or make, certain types of changes to the *policy*.

Insurance / Protection is the *cover(s)* *we've* agreed to provide under the *policy*.

Legal successor is someone to whom the whole legal entitlement of the *policy* has been transferred, for example a trustee or a full assignee.

Life cover is 'Virgin Life Cover'.

Material facts are those things that affect *our* decision to accept *your* application for a *cover* or the *premiums* to be paid for it.

Payment is the total monthly amount payable to *us* for the *policy*. This is the total of the monthly *premiums* payable for all *covers* in the *policy* plus the *policy fee*.

Person insured is the person named in the *Schedule*. That person may also be the *policyholder* or one of the *policyholders*.

Plan is the *policy* if *you* took out *protection* for just one person. If *you* took out *protection* for two people *we* set up two *policies* under a *plan*. One *policy* provides *protection* for *you* and the other *policy* provides *protection* for the person who applied with *you*. If there are two *policies* in a *plan* they will remain legally separate from each other at all times. In that case, the *plan* is not a legal entity but is a means to help *us* administer the two *policies*.

Plan details provides a summary of the *cover(s)* under each *policy* in the *plan*. *We* will send one from time to time.

Policy is 'Virgin Life and Cancer Protection' and it may consist of one or more *covers* that provide *insurance* for the *person insured*.

Policy booklet is this booklet. It provides general terms and conditions of the *policy*. It should be read together with the relevant *Cover booklet(s)* for the *cover(s)* under the *policy*, the *Schedule* and any other *policy documents*.

Policy documents are the *Schedule*, the *Policy booklet*, all *Cover booklets* referred to in the *Schedule* and any valid *endorsements* to any of those documents.

Policy fee is a monthly fee that *we* apply in addition to the *premiums* for the *cover(s)* of the *policy* and is shown in the *Schedule*.

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

Policy summary provides a summary of the terms and conditions of the *policy*.

Premium for a *cover* is the monthly amount payable to *us* for the cost of that *cover*.

Protection/Insurance is the *cover(s)* *we* agreed to provide under the *policy*.

Schedule is the 'Policy schedule' that accompanies the *Policy booklet* and *Cover booklet(s)* *we* issued at the start of the *policy*.

The *Schedule* may also include any 'Supplementary schedule' *we* issue after the *policy* starts.

Start date for a *cover* is the date on which the *cover* started as shown in the *Schedule*.

Terminal illness is defined in the *Cover booklet(s)*.

Time of the claim is defined in the *Cover booklet(s)*.

We/our/us is Scottish Widows plc who provide and administer the *policy*.

You/your is the *person insured*.

2 Your Virgin protection

This *Policy booklet* gives details about a 'Virgin Life and Cancer Protection' *policy* provided by Scottish Widows plc. It applies to a *policy* only if the 'Policy schedule' refers to this *Policy booklet*.

A number of different *covers* may be in force from time to time under the *policy*. For each *cover* the *Cover booklet* *we* issue for that *cover* should be read together with this *Policy booklet* and the other *policy documents*. Together all the *policy documents* set out the contract terms between the *policyholder* and *us* and they should be kept in a safe place.

Your *application forms* are the basis of that contract.

If any information in the *application forms* is materially incorrect or *you* didn't give *us* all *material facts*, *we* may reasonably decide to make some or all of the *cover(s)* void. Alternatively, *we* may reasonably decide not to pay any claim or to reduce the amount of any claim. If all *covers* become void, the *policy* will become void. *We* will not refund any *payments* made to *us*.

In this *Policy booklet* and all *Cover booklets*, each singular term *we've* used includes the plural and the plural the singular, unless the context requires otherwise. *We've* included headings to help you read the booklets but they don't form part of the contract or affect the interpretation of the contract.

3 Length of insurance

A *cover* will begin on its *start date* and will continue until the first of the following occurs:

- a) the *person insured* dies,
- b) *we* accept a *terminal illness* claim,
- c) if the *cover* is 'Virgin Cancer Cover' and *we've* paid a claim for *cancer* which has resulted in the *cover* ending – see the 'Virgin Cancer Cover Booklet' for more details,
- d) the *end date* of the *cover* is reached,
- e) a *payment* to *us* is not made within 30 days of the later of its due date and the date *we* normally collect the *payment*, or
- f) the *policyholder* tells *us* that they want the *cover* to end. In this case, the *cover* will end immediately before the next monthly anniversary of the *start date* of the *cover*. *We* will not refund any *payment* or refund part of a *payment* made to *us*.

If all *covers* have ended the *policy* will end.

4 Payments to us

The *premiums* for a *cover* are due on the 'First premium due date', the 'Last premium due date', and each month between these dates on the 'Regular monthly due date'. For each *cover* these dates are shown in the *Schedule*.

For each *cover* either an 'Initial monthly premium' amount or a 'monthly premium' amount is shown in the *Schedule*. If an 'initial monthly premium' amount is shown, how the *premium* may change is explained in the *Cover booklet*. For example, if *you* chose a 'Virgin Cancer Cover', the *cancer cover booklet* explains how the *premiums* for that *cover* are reviewed by *us* every five years.

A monthly *policy fee*, shown in the *Schedule*, will also be payable when the *premiums* are due. Each *monthly payment* must be paid by direct debit within 30 days of it being due. (If there are two *policies* in the *plan*, the *payments* for both will be collected by one direct debit and a 'multiple policy discount' will be applied to reduce the overall amount *we* will collect. See the *Policy summary* and the *Plan details* for more information about the discount.) If any *payment* is not made to *us* within the above 30 days, unless *we* decide otherwise all *covers* will end and the *policy* will end. *We* will not refund any *payments* made to *us*.

5 No cash-in value

The *policy* has no cash-in value at any time.

6 Cancellation

If the *policyholder* decides the *policy* isn't what they're looking for and a claim hasn't been made, just send all the *policy documents* back to *us* within 30 days of the 'Policy start date' shown in the *Schedule*. Write to *us* at *our* address shown in section 10 of this *Policy booklet*.

We will refund any direct debit payments *we've* collected. If the *policy* isn't cancelled, *we* will continue to collect the *payments due*.

If the *policyholder* would like to stop the *policy* or stop a *cover* at any other time, please phone *us* and *we'll* explain what needs to happen next. The *policy* or *cover* as applicable will end on the next monthly anniversary of the 'Policy start date'. *We* will not refund any *payment*, or refund part of a *payment*, made to *us*.

7 Making a claim

Just call 0845 601 9645 or write to *us* at *our* address shown in section 10 of this *Policy booklet*.

We will send out a claim form when we receive notice of a claim.

For more details on making a claim please see the relevant *Cover booklet(s)* for the *policy*.

8 Changes

a) *You* or the *policyholder* as applicable, must inform *us* immediately of any changes to the following:

- *your* name,
 - *your* address,
 - bank or building society details (for direct debit purposes),
- or
- ownership of the *policy* (including trustees and beneficiaries if appropriate).

A delay in advising *us* of any change could result in a delay in *us* paying any claim.

b) If before the *policy* ends:

- there is any change in law or taxation affecting *us* or the *policy*,
- there is any change in circumstances which in *our* opinion makes it impossible or impracticable to carry out the requirements of any part of the *policy documents*, or
- *we* become aware of any error or omission in the *policy documents*,

then *we* may, with immediate effect, make such reasonable changes to the *policy documents* as *we* may in good faith consider appropriate in the circumstances. *We* will inform the *policyholder* in writing of any such changes.

c) *We* may require the *policyholder* to send *us* the *policy documents* when any change is made.

9 Legals

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

- the *policyholder* named in the 'Policy schedule' resided in Scotland at the 'Policy start date' in which case the contract is subject to the law of Scotland, or
- the *policyholder* named in the 'Policy schedule' resided in Northern Ireland at the 'Policy start date' in which case the contract is subject to the law of Northern Ireland.

By taking out 'Virgin Life and Cancer Protection' the *policyholder* agrees to submit to the exclusive jurisdiction of the courts relevant to the law of the contract if there is ever a dispute between *us* and the *policyholder*.

When *we* refer to any Act of Parliament, or any part or section of an Act, *we* also include any statutory modification or re-enactment of it and any regulations made in respect of it that are in force.

The terms of the Contracts (Rights of Third Parties) Act 1999 and any other legal third party rights are specifically excluded. This means that only the *policyholder* can enforce the contract against *us*.

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

Any notice of assignment of the *policy* must be given to *us* in writing, to *our* address shown in section 10 of this *Policy booklet*, as soon as practicable after the assignment takes place. This is important to protect the legal rights of any person to whom the *policy* is assigned.

If there is more than one *policyholder* and any one of them dies, all of their entitlement under the *policy* will pass to the survivor(s).

10 Contacting us

You can write to us at

Virgin Life and Cancer Protection
PO Box 13982
15 Dalkeith Road
Edinburgh
EH16 5ZU

or call *us* at **0845 601 9645**.

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

It will help if you can tell *us* *your* Policy number when contacting *us*.

VIRGIN LIFE COVER BOOKLET

LC1-11.05

1 Definitions

Claim amount for a *cover* is calculated in section 3 of this *life cover booklet*.

Cover amount, Initial cover amount – one of these amounts will be shown for a *life cover* in the *Schedule*.

Terminal illness is an advanced or rapidly progressing incurable illness where, in the opinion of an attending consultant and *our* Principal Medical Officer, life expectancy is no greater than twelve months or the *end date* of the *cover* where this is sooner.

Time of the claim for a claim on your death is the day *we* receive written notification of the claim, and for a *terminal illness* claim is the day *we* receive such proof as *we* may reasonably require of the claim, unless *we* decide otherwise.

All other definitions can be found in *your* 'Virgin Life and Cancer Protection – Your policy booklet'.

2 Your Virgin Life Cover

This life cover booklet gives details about 'Virgin Life Cover' provided by Scottish Widows plc. This booklet applies to a *cover* only if the *Schedule* states that it applies. It should be read together with the *Policy booklet* and other *policy documents*, and it should be kept in a safe place.

3 Claim amount definition

If the *cover* is shown in the *Schedule* as being:

- a) 'Level' - the *claim amount* for the *cover* at the *time of the claim* will be equal to the 'Cover amount' shown in the *Schedule*.
- b) 'Decreasing' -
 - the *claim amount* at the *start date* of the *cover* will be equal to the 'Initial cover amount' shown in the *Schedule*, and
 - the *claim amount* at the *time of the claim* will be calculated as follows.

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

- Initial amount of mortgage:** the 'Initial cover amount'
- When mortgage taken out:** the *start date* of the *cover*
- Mortgage to be repaid by:** the *end date* of the *cover*
- Type of repayments:** capital and interest, with level monthly instalments all made when they are due
- Mortgage interest rate:** as shown in the *Schedule* for the *cover*

4 Cash sum if you die or are diagnosed with a terminal illness

If *you die* or *you* are diagnosed with a *terminal illness*:

- a) A claim made under a *cover* will be subject to:
 - any special wording for *you* stated in the *Schedule*,
 - section 5 of this *life cover booklet*,
 - the *time of the claim* being before the *end date* of the *cover* (unless *we* decide otherwise), and
 - parts b) and c) below.
- b) Once *we've* accepted a claim, how much *we* pay out under a *cover* is determined as follows:
 - The cash sum will be equal to the *claim amount* for the *cover* at the *time of the claim*. Section 3 of this *life cover booklet* explains what the *claim amount* is.
 - If there are *payments* outstanding when *we* pay a claim, this includes any due for that month which have not yet been paid, these will be deducted from the cash sum.
- c) Immediately after *we* have accepted a claim, the *cover* will end and no further cash sum will become payable under it.

5 Making a claim

Please call *us* on 0845 601 9645 or write to *us* at *our* address shown in *your Policy booklet*.

We will send out a claim form when *we* receive notice of a claim.

A claim will be subject to the following:

- a) in the event of a *terminal illness* claim, *we* receive notice of it at least eighteen months before the *end date* of the *cover*,
- b) *we* receive, at *our* address shown in *your Policy booklet*, the completed claim form within a reasonable period of time (usually 90 days) from the date *we* sent it out,
- c) *we* receive such information about, and such evidence of, the event or circumstances giving rise to the claim as *we* may reasonably require (*we* will reimburse the claimant's reasonably-incurred expenses if *we* accept the claim),
- d) in the event of a *terminal illness* claim *you* attend such medical examinations by a medical examiner appointed by *us* as *we* may reasonably require (*you* will be given reasonable notice and *we* will pay all expenses incurred),
- e) in the event of *your* death *we* receive the original death certificate,
- f) *we* receive *your* original birth certificate,
- g) *we* receive such information about *your* medical history as *we* may reasonably require,
- h) *we* receive the *policy documents* that *we* ask for,
- i) *we* receive such proof as *we* may reasonably require of the legal entitlement of the person making the claim, and
- j) all of a) to i) above proves to *us* that the claim is valid (in *our* reasonable opinion) according to this *life cover booklet*.

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

We reserve the right not to pay a claim or to only pay part of a claim if, at any time, any of:

- *you*,
- the person making the claim, or
- anyone else connected with the *policy* or claim,

have given *us* incorrect information, or *you* didn't give *us* all *material facts* before the *start date* of the *cover*.

The *payments* due must continue to be made to *us* while *we're* assessing a *terminal illness* claim.

Virgin Life and Cancer Protection is promoted by Virgin Money and provided and administered by Scottish Widows.

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