



# Mortgage Payment Protection – Budget Health Policy Conditions Reviewable Premiums

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This is an important document. Please keep it in a safe place.

# LV= Mortgage Payment Protection Budget Health Reviewable Premiums

## Policy Conditions

**Welcome to LV=, and thank you for choosing our Mortgage Payment Protection – Budget Health policy.**

Welcome to LV= and thank you for choosing our Mortgage Payment Protection -Budget Health policy, which is one of a number of different types of life and health insurance policies available in our Flexible Protection Plan.

These conditions and your Plan and Policy Schedules, application, any declarations you have made, and any documents we send you confirming changes to your policy and the amount of your cover, form a contract between you and us.

**These are important documents, so please keep them in a safe place.**

This contract is signed on our behalf and starts on the date shown in your Policy Schedule.



Chief Executive  
LV=, Pynes Hill House, Rydon Lane, Exeter EX2 5SP

**If we can help you, by providing these documents in Braille, in large print or on audiotape, please let us know.**

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## Definitions

We explain these terms because this is a legal document. In some cases the words may have other meanings in every day use. We have highlighted these words in bold (other than personal terms such as 'you' and 'we') so you know when they apply

'**You**' means the person who applied for this **policy**, the person who is insured and the person legally entitled to the payment from this **policy**. Where we use '**your**' it has the same meaning.

'**We**', '**us**', or '**our**' means Liverpool Victoria Friendly Society Limited.

'**Amount of your cover**' and '**amount of cover**' means the amount you are insured for. This is shown on your Policy Schedule.

'**Claim limit**' means the maximum period of 24 months for which we will make payments to you, after the end of your **waiting period** for any one single claim. All claims within six months of each other for the same accident or sickness, will be treated as a **related claim**, and will count as one single claim.

'**End date**' means the date when your **policy** ends. This date is shown in your Policy Schedule.

'**Homemaker**' means someone who is not in paid employment having chosen to stay at home and look after their family. By family we mean their husband, wife or civil partner, and/or their children. To be a homemaker you cannot be claiming Jobseekers Allowance. If you are claiming Jobseekers Allowance we consider you unemployed.

'**Income**' means your taxable earned income before any income tax is paid, minus any expenses which are allowable against income tax. You'll find this figure on your P60 if you are employed or your tax return if **self employed**.

'**Income before the claim**' means the **income** you received from your **normal occupation** in the 12 months before the date you became **unable to work**.

'**Normal occupation**' means your occupation at the time you became sick or had the accident that meant you were unable to work.

'**Plan**' means your LV= Flexible Protection Plan, your Plan Schedule, and any policies (including this **policy**) which are included in it.

'**Plan anniversary**' means each 12-month anniversary from the date your **plan** originally started. This will be the same as the 12-month anniversary of your **policy** unless you have added a new policy to an existing plan. You can check this on your Plan Schedule.

'**Policy**' means these conditions, your Policy Schedule, any Special Provisions listed in that Policy Schedule and any documents we send you to confirm changes to your policy or the **amount of your cover**. We will apply a Special Provision when we are not able to offer you a **policy** based on the terms detailed in these conditions. This may be because of your occupation, your health or your leisure activities. We will let you know if this applies to you before we start the **policy**.

'**Premium**' and '**premiums**' mean the monthly amount you pay for the **amount of your cover**

'**Related claim**' means you are **unable to work** either directly or indirectly due to the same accident or sickness that we have originally agreed to pay a claim for.

'**Self-employed**' means you are registered with HM Revenue and Customs as self-employed, paying Class 2 National Insurance Contributions, and being assessed for income tax under part 2 of the Income Tax (Trading and Other Income) Act 2005.

**'Start date'** means the date when your **policy** started. This date is shown in your Policy Schedule.

**'Total cover'** means the **amount of cover** included in this **policy**, and in any other LV= Mortgage Payment Protection-Health policies, where you are the person insured.

**'Unable to work', 'inability to work', 'able to work', 'ability to work'**- The way we measure these under this **policy** depends on whether you have Own Occupation cover, Suited Occupation cover or Work Tasks cover. We explain this in detail in Section A1 for Own Occupation Cover, Section A2 for Suited Occupation Cover and Section A3 for Work Tasks Cover.

**'Waiting period'** means the number of months you have chosen to wait after you are **unable to work**, before we will start paying you, when we approve a claim. You choose the waiting period when you apply for your **policy**. This will be shown in your Policy Schedule.

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## Why choose LV= Mortgage Payment Protection – Budget Health?

This **policy** is designed to help you pay your monthly mortgage payments if you lost your income as a result of sickness or an accident.

However we will only make payments to you for any single claim for a maximum of 24 months. By doing this we are able to offer you a lower premium than would be available for you under our Mortgage Payment Protection – Health policy.

The cover we can offer depends on your occupation when you take out the **policy**. When you ask for a quote we can tell you what type of cover is available. We will confirm this when you apply.

### Own Occupation cover

This pays out if, because of an accident or sickness, you are unable to do your normal job. You would not be expected to go back to work in a different job – for as long as you are unable to do your normal job, the **policy** will continue to pay out.

### Suited Occupation cover

This pays out if, because of accident or sickness, you are unable to do your normal job. The difference is that after we have paid a claim for 26 weeks, we would stop paying it, if you are well enough to return to work in a job that you are suited to because of your skills or training. This is despite the fact that you may still not be well enough to do your normal job.

### Work Tasks cover

This pays out if, because of an accident or sickness, you are totally unable to carry out 3 or more tasks from a list of everyday activities.

## Section A – What you're covered for

This section tells you about:

- What you're covered for
- The types of cover available

This **policy** is designed to pay you a regular income if you are **unable to work** due to sickness or accident, to help you meet your monthly mortgage payments. There are three ways we can measure whether you are **unable to work**; we call these Own Occupation, Suited Occupation and Work Tasks cover.

We determine which cover we can offer by looking at your occupation, your health and any leisure activities you take part in, particularly if we consider any of them to be dangerous. Examples of leisure activities that we consider to be dangerous would include private flying, parachuting or rock climbing.

On occasion we will use a different measure, for example, if you are a **homemaker**. If this is the case this will be explained in full in your Policy Schedule under the heading of Special Provisions before you take out your **policy**.

We tell you which cover we can offer before your **policy** starts. For reference you will find this on your Policy Schedule. (If you haven't applied yet you may have this information on your quote. Make sure you look at your cover when your acceptance terms are sent to you in case it has changed from your quote).



On the following pages we explain the different types of cover in more detail, and explain what you're covered for, and what you're not covered for.

You only need to read the section that applies to the type of cover shown on your Policy Schedule.

So, if your Policy Schedule shows that you have Own Occupation cover, you only need to read Section A1, if it shows you have Suited occupation cover, read Section A2, and if it shows you have Work Tasks cover, read Section A3.

However, if you are aged 65 or older at the time you have an accident or sickness that prevents you from working, you should read section A3.

## A1 Own Occupation Cover

This cover only applies if you are aged 64 or younger at the time you make a claim. If you are 65 or older at the time you make a claim, then please read the Work Tasks cover section instead.



### What's covered

#### ■ Unable to work due to sickness or accident

We will pay a claim if, following your **waiting period**, because of sickness or accident, you are totally unable to carry out all the main duties of your **normal occupation** and aren't doing any other work.

Your **normal occupation** is the job you were in when you became sick or had the accident which prevented you from working. By main duties, we mean the duties that can't reasonably be left out without affecting your ability to do your job. When assessing your ability to carry out those duties, we will consider whether there are any changes that you or your employer can reasonably make that would allow you to continue in your **normal occupation**.

Your cover is restricted if you are not in work, or have retired before the accident or sickness prevented you from working. Your cover is also restricted if you are aged 65 or older, at the time you become sick or have an accident. In either case you are still covered but we will use the more restrictive measures explained under Work Tasks cover in section A3 to work out whether to pay a claim.

Also if you are under age 65 when we first start paying your claim, and you are still **unable to work** when you reach age 65, we will change the way we measure whether you are **unable to work**. You are still covered but we will use the more restrictive measures explained under Work Tasks cover in section A3 to work out whether we will continue to pay your claim.

#### ■ All types of sickness or accident

There are no restrictions on the type of sickness or accident, unless we have told you about any restrictions before your **policy** starts. We will list any exclusions on your Policy Schedule under the heading Special Provisions.

#### ■ Illness or medical condition that you had before you applied

As we ask you for all your medical history before we offer you the **policy**, we will cover all illnesses unless we have told you that we won't before your **policy** starts. We will list any exclusions on your Policy Schedule under the heading Special Provisions.

We will tell you about any exclusions before we ask you for the first **premium**.

#### ■ Changing your job

You're covered for your new occupation if you change your job. You are not required to tell us, however you may wish to check with us whether your new job would give you a lower **premium**. If it wouldn't, you can still keep your existing cover so there is nothing to lose by asking. More information on how you can change your **policy** if you change your job can be found in Section D2.

## A1 Own Occupation Cover continued...

### ■ Travelling Abroad

We will pay you after your **waiting period**, if you have a valid claim and you are in any of the following countries:

Australia, Austria, Belgium, Bulgaria, Canada, Channel Islands, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Isle of Man, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, UK or USA.

If you are anywhere else in the world we would pay you for a maximum of 26 weeks. If, after 26 weeks, you return to one of the countries above we will continue to pay you if you still have a valid claim. Please note we will stop paying a claim if you travel from one of the countries listed above to stay in one that is not listed for more than 2 weeks.



### What's not covered

#### ■ Unemployment

This **policy** will only pay out if you are **unable to work**, because of sickness or accident. This means we won't pay a claim if you are not working for a different reason, for example if you have chosen not to work, or you have been made redundant.

Of course, if you are already unemployed at the time you have an accident or sickness that prevents you from working, then you are still covered. This is explained under the 'What's covered' section.

However it's important to understand that we can stop paying a claim if you become fit for work even if there is not a vacancy that you can apply for.

Also if you are over age 65 at the time you become sick, or have an accident, although you may not be working at that time, you are still covered. This is explained under the 'What's covered' section.

#### ■ Sickness or accident and still working

You cannot generally claim under this policy if you are sick or injured and are still able to work in your **normal occupation** or are doing other work.

Do please check with us if you have more than one job. You may not be covered if you are able to do one job but not the other.

#### ■ If we have already made payments to you up to the claim limit

If we are making payments to you, and we have made these payments up to the **claim limit**, then the payments will stop. More details about what happens if you have reached the **claim limit** are explained in Section C.

- **Getting home if you have sickness or accident abroad**

This **policy** does not cover you for the costs of returning home if you are abroad, for example if you need special medical assistance or special seating arrangements on a plane.

**Please remember: It's a good idea to have appropriate travel insurance when travelling abroad.**

- **Death**

This **policy** does not pay out in the event of your death. In that event, this **policy** will end and, if we were paying you, the payments would stop.

- **Fraud and Deliberate non-disclosure**

Please understand that whilst we know that the vast majority of our customers are honest, we do have to protect ourselves (and our customers) against the effect of fraud.

For this reason we will cancel the **policy** and not pay a claim if we find someone has deliberately withheld information from us or has intentionally provided us with false information or lied to us, when they applied, when they claim, or when they apply to re-start their **premiums** (see Section E3). More detailed information on when we can cancel the **policy** can be found in Section E7.

## A2 Suited Occupation cover

This cover only applies if you are aged 64 or younger at the time you make a claim. If you are 65 or older at the time you make a claim, then please read the Work Tasks cover section instead.

We have included an example of how Suited Occupation cover works after this section, which you might find helpful.



### What's covered

- **Unable to work due to sickness or accident**

After the **waiting period** is over we will pay a claim for 26 weeks if, because of sickness or accident, you are totally unable to carry out all the main duties of your **normal occupation** and aren't doing any other work.

Your **normal occupation** is the job you were in when you became sick or had the accident which prevented you from working. By main duties, we mean the duties that can't reasonably be left out without affecting your ability to do your job. When assessing your ability to carry out those duties, we will consider whether there are any changes that you or your employer can reasonably make that would allow you to continue in your **normal occupation**.

Of course, we hope that you will be fit to return to work by the end of the 26 weeks. If not, you are still covered but the measure for being unable to work will change. We will only continue to pay your claim if, because of sickness or accident you are totally unable to work in any job that we determine you could reasonably do.

## A2 Suited Occupation cover continued...

To work out if a job is reasonable we look at:

- your previous training, work experience and education,
- and your state of health,
- and advice from our Medical Officer,
- and all medical and other evidence we have received in connection with your claim,
- and the information you gave us when you applied for your **policy**.

Your cover is restricted if you are not in work, or have retired before the accident or sickness prevented you from working. Your cover is also restricted if you are aged 65 or older, at the time you become sick or have an accident. In either case you are still covered but we will use the more restrictive measures explained under Work Tasks cover in section A3 to work out whether to pay a claim.

Also if you are under age 65 when we first start paying your claim, and you are still **unable to work** when you reach age 65, we will change the way we measure whether you are **unable to work**. You are still covered but we will use the more restrictive measures explained under Work Tasks cover in section A3 to work out whether we will continue to pay your claim.

### ■ All types of sickness or accident

There are no restrictions on the type of sickness or accident, unless we have told you about any restrictions before your policy starts. We will list any exclusions on your Policy Schedule under the heading Special Provisions.

### ■ Illness or medical condition that you had before you applied

As we ask you for all your medical history before we offer you the policy, we will cover all illnesses unless we have told you that we won't before your policy starts. We will list any exclusions on your Policy Schedule under the heading Special Provisions. We will tell you about any exclusions before we ask you for the first **premium**.

### ■ Changing your job

You're covered for your new occupation if you change your job. You are not required to tell us, however you may wish to check with us whether your new job would give you a lower **premium** or whether we could offer you Own Occupation cover. If it wouldn't you can still keep your existing cover so there is nothing to lose by asking. More information on how you can change your policy if you change your job can be found in Section D2.

### ■ Travelling Abroad

We will pay you after your **waiting period**, if you have a valid claim and you are in any of the following countries:

Australia, Austria, Belgium, Bulgaria, Canada, Channel Islands, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Isle of Man, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, UK or USA.

If you are anywhere else in the world we would pay you for a maximum of 26 weeks. If after 26 weeks, you return to one of the countries above we will continue to pay you if you still have a valid claim. Please note we will stop paying a claim if you travel from one of the countries listed above to stay in one that is not listed for more than 2 weeks.



## What's not covered

### ■ Unemployment

This **policy** will only pay out if you are **unable to work**, because of sickness or accident. This means we won't pay a claim if you are not working for a different reason, for example if you have chosen not to work, or you have been made redundant.

Of course, if you are already unemployed at the time you have an accident or sickness that prevents you from working, then you are still covered. This is explained under what's covered section above.

However it's important to understand that we can stop paying a claim if you become fit for work even if there is not a vacancy that you can apply for.

Also if you are over age 65 at the time you become sick, or have an accident, although you may not be working at that time, you are still covered. This is explained under the 'What's covered' section.

### ■ Sickness or accident and still working:

You cannot claim under this policy if you are sick or injured and are still able to work in your **normal occupation** or are doing other work.

Do please check with us if you have more than one job. You may not be covered if you are able to do one job but not the other.

### ■ If we have already made payments to you up to the claim limit

If we are making payments to you, and we have made these payments up to the **claim limit**, then the payments will stop. More details about what happens if you have reached the **claim limit** are explained in Section C.

### ■ You recover and go back to work

If you recover and go back to work either in your **normal occupation**, or a different job, then your claim will stop.

### ■ Getting home if you have sickness or accident abroad

This policy does not cover you for the costs of returning home if you are abroad, for example if you need special medical assistance or special seating arrangements on a plane.

**Please remember: It's a good idea to have appropriate travel insurance when travelling abroad.**

### ■ Death

This **policy** does not pay out in the event of your death. In that event, this **policy** will end and, if we were paying you, the payments would stop.

## A2 Suited Occupation cover continued...

### ■ Fraud and Deliberate non-disclosure

Please understand that whilst we know that the vast majority of our customers are honest, we do have to protect ourselves (and our customers) against the effect of fraud.

For this reason we will cancel the **policy** and not pay a claim if we find someone has deliberately withheld information from us or has intentionally provided us with false information or lied to us, when they applied, when they claim, or when they apply to re-start their **premiums** (see Section E3). More detailed information on when we can cancel the **policy** can be found in Section E7.

To help explain how Suited Occupation cover might work in practice here's an example:



### Example

John & James are two heart surgeons. They were both involved in a serious car accident. We approved both claims as, due to the extent of their injuries, they were unable to carry on with their normal occupation. We have now been making payments to both of them for 26 weeks. So we need to re-assess each of their claims as they are now covered under their policy if they are totally unable to carry out any job, which we determine they could reasonably do.

First we look at John's claim: according to the medical evidence we have received John is fit and healthy other than some minor nerve damage to his left hand. We determine that although he couldn't carry out operations due to the nerve damage, he is able to lecture on heart surgery and carry out a consultancy role that does not include carrying out operations. So there are jobs he could carry out for which he would be suited, based on his training and work experience. So we stop paying John's claim.

Then we look at James' claim. Unfortunately here the outlook is not so bright. According to the medical evidence we received James' injuries have left him with damage to his brain, which has affected his ability to retain information. We determine due to the extent of the brain damage that he would not be able to carry out lecturing students on heart surgery, or indeed any other job which his experience or qualifications would allow him to do. Therefore we will continue to pay his claim.



Whilst this example is rather extreme, hopefully it helps illustrate the difference in your cover between the first 26 weeks and the remainder of your claim. We will keep in touch with you throughout any claim and will always discuss and explain any changes well in advance.

## A3 Work Tasks cover



### What's covered

#### ■ Unable to work due to sickness or accident

You are covered if because of sickness or accident you are unable to work, and you cannot carry out at least three of the following activities, using appropriate equipment to help you but without the help of another person:

- **Walking** – to be able to walk a distance of 200 metres on flat ground (with the use of a walking stick or other aid if necessary) without stopping.
- **Climbing** – to be able to walk up or down a flight of 12 stairs (with the use of a handrail) without stopping.
- **Bending** – to be able to bend or kneel to pick up something from the floor and stand up again.
- **Communicating** – to be able to answer the telephone and take a simple message.
- **Eyesight** – to be able to read a standard daily newspaper or to pass the standard eyesight test for driving. (after correction by spectacles or contact lenses if necessary)
- **Dexterity** – to be able to use a pen, pencil or keyboard.
- **Healthcare** – to be able to make arrangements to see a doctor and take regular medication as prescribed.
- **Financial independence** – to be able to understand the value of money, and handle routine financial transactions.

If you are not in work before the accident or sickness prevented you from working, you are still covered, and we will still use the above measure to work out whether to pay a claim.

We will also use this measure if you are aged 65 or older at the time you become sick, or have an accident.

Also if you are under age 65 when we first start paying your claim, and you are still **unable to work** when you reach age 65, we will use this measure to work out whether we will continue to pay your claim.

#### ■ All types of sickness or accident

There are no restrictions on the type of sickness or accident, unless we have told you about any restrictions before your **policy** starts. We will list any exclusions on your Policy Schedule under the heading Special Provisions.

#### ■ Illness or medical condition that you had before you applied

As we ask you for all your medical history before we offer you the **policy**, we will cover all illnesses unless we have told you that we won't before your **policy** starts. We will list any exclusions on your Policy Schedule under the heading Special Provisions.

We will tell you about any exclusions before we ask you for the first **premium**.

## A3 Work Tasks cover continued...

### ■ Changing your job

You're covered for your new occupation if you change your job. You are not required to tell us, however you may wish to check with us whether your new job would give you a lower **premium** or whether we could offer you Suited Occupation cover or Own Occupation cover. If it wouldn't you can still keep your existing cover so there is nothing to lose by asking. More information on how you can change your **policy** if you change your job can be found in Section D2.

### ■ Travelling Abroad

We will pay you after your **waiting period**, if you have a valid claim and you are in any of the following countries:

Australia, Austria, Belgium, Bulgaria, Canada, Channel Islands, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Isle of Man, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, UK or USA.

If you are anywhere else in the world we would pay you for a maximum of 26 weeks. If, after 26 weeks, you return to one of the countries above we will continue to pay you if you still have a valid claim. Please note we will stop paying a claim if you travel from one of the countries listed above to stay in one that is not listed for more than 2 weeks.



## What's not covered

### ■ Unemployment

This **policy** will only pay out if you are **unable to work**, because of sickness or accident. This means we won't pay a claim if you are not working for a different reason, for example if you have chosen not to work, or you have been made redundant.

Of course, if you are already unemployed at the time you have an accident or sickness that prevents you from working, then you are still covered. This is explained under the 'What's covered' section above.

However it's important to understand that we will stop paying a claim if you are no longer **unable to work** even if there is not a vacancy that you can apply for.

Also if you are over age 65 at the time you become sick, or have an accident, although you may not be working at that time, you are still covered. This is explained under the 'What's covered' section.

### ■ Sickness or accident and still working:

You cannot claim under this **policy** if you are sick or injured and are still able to work in your **normal occupation** or are doing other work.

- **If we have already made payments to you up to the claim limit**

If we are making payments to you, and we have made these payments up to the **claim limit**, then the payments will stop. More details about what happens if you have reached the **claim limit** are explained in Section C.

- **You recover and go back to work**

If you recover and go back to work either in your **normal occupation**, or a different job, then your claim will stop.

- **Getting home if you have sickness or accident abroad**

This **policy** does not cover you for the costs of returning home if you are abroad, for example if you need special medical assistance or special seating arrangements on a plane.

**Please remember: It's a good idea to have appropriate travel insurance when travelling abroad.**

- **Death**

This **policy** does not pay out a lump sum in the event of your death. In that event this **policy** will end and, if we were paying you, the payments would stop.

- **Fraud and Deliberate non-disclosure**

Please understand that whilst we know that the vast majority of our customers are honest, we do have to protect ourselves (and our customers) against the effect of fraud.

For this reason we will cancel the **policy** and not pay a claim if we find someone has deliberately withheld information from us or has intentionally provided us with false information or lied to us, when they applied, when they claim, or when they apply to re-start their **premiums** (see Section E3). More detailed information on when we can cancel the **policy** can be found in Section E7.

## Section B – Claims and Payments



This section tells you about:

- When we will pay the **amount of cover**
- How much we will pay

### B1 When you need to tell us about your accident or sickness

If you are **unable to work** because of your accident or sickness it is important that you tell us within the times given below, so we can manage your claim as quickly as possible, and start making payments to you as soon as we can. You can tell us in writing, by phone or by fax.

#### (a) If the waiting period you've chosen is 2 months or less

You need to tell us within two weeks after your accident occurs, or sickness starts. If we don't hear from you until after 2 weeks, we will still pay your claim, but we will count your **waiting period** as if you became **unable to work** 2 weeks before you told us.

#### (b) If the waiting period you've chosen is 3 months or more

You need to tell us within 8 weeks after your accident occurs, or sickness starts. If we don't hear from you until after 8 weeks, we will still pay your claim, but we will count your **waiting period** as if you became **unable to work** 8 weeks before you told us.

If you are unemployed when you make a claim we will count your **waiting period** from the date on which your accident or sickness meant you became totally unable to carry out at least three of the activities listed in the Work Tasks cover section.

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### B2 The evidence we need to support your claim

To make a claim:

- Ask us for a claim form
- Fill in the claim form telling us about your accident or sickness, your **normal occupation**, your **income** and your monthly mortgage payments.
- Return the form to us within 14 days.

So that we can assess your claim, we may need to get medical reports from your doctor. If we do, we will need you complete a consent form. The form will fully explain your rights under the Access to Medical Reports Act 1988.

If the **amount of your cover** is more than £1,500 a month we will also need evidence of your **income**.

Please understand that whilst the vast majority of our customers are honest, we do have to protect ourselves (and our customers) against the effect of fraudulent claims. Therefore, if you are asked for additional information please do not take this as a reflection of our opinion of you.

We don't know what evidence we will need until you make a claim, as all claims are looked at individually. We won't ask for unnecessary evidence and we will explain why we need anything we ask for.

Whilst we are paying you, we may ask you to complete extra declarations about your **inability to work** as a routine review. As part of this review, we may need further medical reports from your doctor(s), other specialists or your employer. When this happens we will tell you what we need and supply the forms for you and your doctor(s) to fill in. We will pay for all reports or evidence we ask for, other than for routine medical review reports from your doctor. Your doctor may ask you to pay for these.

We may need you to be examined by a doctor of our choice. We may also ask for other evidence to consider your claim or to confirm that you are still **unable to work**. Some examples of the evidence we may need are:

- a report from any doctor (or any alternative medical practitioner) who has treated or examined you.
- a report from a member of our staff or a person acting on our behalf who has visited you in your own home to discuss the claim.

You are not covered if any of the information we ask for is not provided, unless there is a good reason. In the worst case, this could mean that we would refuse or stop paying your claim.

---

### B3 How we pay you

Once we approve a claim, we will pay you a month in arrears. This means that the first payment will be paid at the end of the month after your **waiting period** ends. (Your **waiting period** is the number of months you have chosen to wait before we will start paying you.)

For example for a **waiting period** of 2 months if you were **unable to work** in January, we would make the first payment at the end of March. Payments will be made directly into your bank or building society account. You need to be continuously **unable to work** throughout this period for us to start paying a claim.

If you were **unable to work** for less than a whole calendar month, we would work out how much to pay you by dividing the number of days you couldn't work by the number of days in the month.

The example below shows you how we work out what to pay when this happens. The figures used in the example don't relate to your own policy.



#### Example

Rosie makes a claim. Her policy has a 2 month waiting period. The waiting period ends on 15th March.

Rosie's first payment would be calculated as follows:

$$(31 - 15) = 16$$

(as there are 31 days in March and the first 15 are not eligible for payment)

$$(16 / 31) \times 100 = 52\%$$

This means Rosie will receive 52% of the full monthly amount payable at the end of March.



### B3 How we pay you continued...

We will continue to pay you until one of the following happens:

- You are now **able to work** (as defined under the type of cover you have)
- or we have made payments to you up to the **claim limit**
- or your **policy** reaches its **end date**
- or your death.

We explain how we work out how much we will pay you in sections B4 & B5.

---

### B4 How much we will pay out

Once we have approved your claim, we will work out the total monthly payment as follows:

**(a) If you are working in your normal occupation when you become unable to work, and your total cover is £1,500 a month or less, we will pay the lower of:**

- the **amount of your cover** at the time,
- or
- the maximum monthly amount we could pay you. We explain this in Section B5(a)

**(b) If you are working in your normal occupation when you become unable to work, and your total cover is more than £1,500 a month, we will pay the lower of:**

- the **amount of your cover** at the time,
- or
- the maximum monthly amount we could pay you explained in Section B5(a)
- or
- the maximum monthly amount we could pay you explained in Section B5(b)

**(c) If you are unemployed or retired when you become unable to work we will pay the lower of:**

- the **amount of your cover** at the time,
- or
- the maximum monthly amount we could pay you explained in Section B5(a)
- or
- £1,500 a month minus any other monthly payments for any accident or sickness policies that you have with us that you are receiving payments from us (for example: this could be an Income Protection policy or a Mortgage Payment Protection – Health policy).

This limit of £1,500 can be increased by us in the future. If we decide to increase this limit, we will let you know.

Unfortunately, we won't be able to refund any **premiums** if we don't pay the **amount of your cover** in full. So, it is worth checking this if your circumstances change, for example if you change your job.

---

## **B5 How we work out how much we will pay you**

How much we will pay out is explained in Section B4 above. The way we work out how much we will pay depends on your **total cover**.

If your **total cover** is £1,500 or less a month, or you are unemployed at the time you are **unable to work**, the maximum monthly amount will be worked out as explained in Section B5(a).

If your **total cover** is more than £1,500, the maximum monthly amount will be the lower of:

The amount worked out as explained in Section B5(a)

and

The amount worked out as explained in Section B5(b)

Finally we check the result against the **amount of your cover**. We will pay the lower of the maximum monthly amount and the **amount of your cover** as shown on your Policy Schedule.

We may change the way in which we work out the maximum monthly amount we will pay you, if any of the following change:

the way State benefits are paid in the event of you being **unable to work** due to sickness or accident

or

the way payments from income protection policies are taxed

or

the way any of the payments we take into account in working out the maximum monthly amount we will pay you are taxed.

If we decide to do this, we will tell you about the changes we have made at least 30 days before they become effective. Naturally, we will make sure any changes we make are reasonable and proportionate to the changes that have prompted the review. In fact, we will only do this to make sure that no one was entitled to receive more in total payments than they would under this **policy** prior to the changes being made and in so doing lose the incentive to return to work.



### Example – Where total cover is £1,500 a month or less

David's mortgage repayments are £700 a month.

He can take out Mortgage Payment Protection - Health policy for a maximum of 140% of his monthly mortgage repayments. This means he can take out a policy with a maximum amount of cover of £980 a month.

David chooses to take out the maximum cover of £980 a month.

His employer will pay him for 6 months if he can't work due to an accident or sickness, so he chooses a waiting period of 6 months.

A year after taking out his Mortgage Payment Protection - Health policy, David's Bank offers him free mortgage payment protection insurance for up to £150 a month, as part of a range of extra benefits linked to his bank account. So he decides to take this out as well.

2 years after taking out his Mortgage Payment Protection - Health policy, David becomes sick and is unable to work as a result. The free mortgage payment protection insurance he has with his bank starts paying £150 a month. At this time his monthly mortgage repayments are still £700 a month.

To work out the maximum monthly amount we will pay under David's policy, we first of all work out how much 140% of his monthly mortgage repayments are:

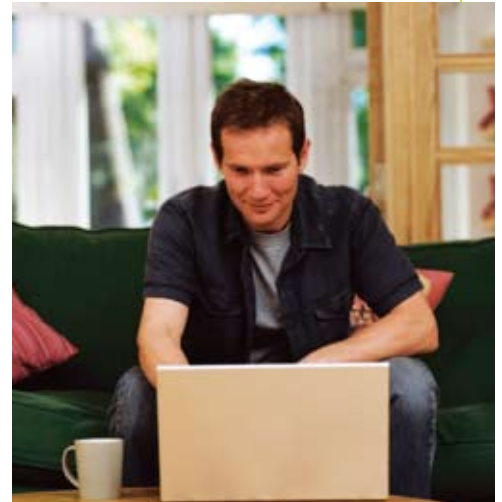
$$£700 \times 140\% \text{ (or } \times 1.4) = £980$$

Then we take off the payments from the free mortgage payment protection insurance he has with his Bank.

$$£980 - £150 = £830$$

The maximum monthly amount we could pay based is £830 a month. As the amount of his cover is more than the maximum monthly amount, we will only pay David £830 a month, and not the £980 he is covered for.

After the 6 month waiting period he starts to receive tax free payments from LV= of £830 a month.



### B5 (a) This is used for all claims

First we take 140% of your monthly mortgage repayments at the time you claim, or if higher, at the **start date** of your **policy**.

Then we take off the following monthly payments, before tax, that you are entitled to:

- payments from any other sickness or accident insurance on your life (for this mortgage). This includes any other Mortgage Payment Protection-Health policies on your life that are included in your **plan**.

## **B5 (b) This is only also used for claims where the total cover is more than £1,500 a month**

First we take 50% of your **income before the claim** and divide this by 12.

Then we take off any of the following monthly payments, before tax, that you are entitled to:

- payments from any other sickness or accident insurance on your life (for example, any income protection, mortgage payment protection or credit card protection you are claiming on)
- 60% of sickness benefit or retirement payments you receive from any source
- 60% of any continuing **income** or pension payments that you are still receiving whilst you are claiming, (we don't take into account any **income** earned before you became **unable to work** – for example a bonus that is paid at the end of the year)

We take these payments off so that in total you don't receive payments totalling more than your **income** and lose the incentive to go back to work. Don't forget that the payments we make to you are free of income tax and therefore closer to your previous taxed **income**.

Then, if you don't get any State benefits in respect of the accident or sickness for which you are claiming, we will add the Basic Amount and the Work Related Activity Component of the Employment and Support Allowance (or its equivalent) at the time.

Please note, if, when you took out the **policy**, you calculated the **amount of cover** you needed assuming you would not get the State Employment and Support Allowance (or its equivalent at the time) and subsequently you find that you receive them we would not refund any **premiums**.

Remember that your **income before the claim** generally means the **income** you received from your **normal occupation** in the 12 months before you became **unable to work**.

We can use our discretion to base your **income before the claim** on your average **income** over a longer period, if this more accurately reflects the **income** you were aiming to replace and where it means your **income before the claim** is higher. For example we might do this if you have suffered a progressive illness which has meant that your **income** has reduced although you have still been working.

---

## **B6 What happens if you become sick again (Linked claims)**

This section is important if you have been claiming, return to work but become too sick to work again. It is important as if you are **unable to work** again you might not need to wait before we would start paying a claim again.

Once we have started to pay you, you will hopefully become well enough to go back to work. However, we realise that sometimes people are unfortunate enough to find they have to stop work again, because of the same sickness or accident.

If this happens within the first 6 months of you going back to work, we will start paying you again straight away as long as:

the cause of your **inability to work** is the same as it was for the original claim.

and

your **normal occupation** is the same as it was when you were first **unable to work**.

and

you tell us within two weeks of the date that you stop work again.

If we can't confirm that the reason you are **unable to work** is the same, or you go back to work in a different occupation we will have to treat this as a new claim. If we do, you will need to wait until another **waiting period** ends again before we start to pay you again.

If the reason that you are **unable to work** is the same, we will treat this as a **related claim**. This means if we have already made payments to you up to the **claim limit**, then we will not make any further payments to you for this claim.

We will take into account the whole period for which we have been making payments to you, to determine whether we have paid your claim up to the **claim limit**. More details on what happens if we have paid a claim up to the **claim limit** can be found in Section C.

---

## **B7 What happens if you're insuring someone else**

If you are insuring someone else, we will look at their occupation, health and leisure activities to work out what cover we can offer. We will only pay you if they are **unable to work** and, when we work out the amount we will pay you, we look at their situation and not yours.

If you are insuring someone else, they will need to complete the questionnaire about their **normal occupation**, health, leisure activities and **income**. If we need any doctor's reports, these will need to be provided by the doctor of the person you are insuring and they will need to give us their consent for us to ask for these.

---

## **B8 What if there is more than one person insured on the policy**

If there is more than one person insured on the policy, we will pay a claim if either or both of you are **unable to work**.

If both of you are **unable to work** at the same time, then the most we will pay will be the maximum monthly amount, as explained in Section B5. We will work this out for each person insured, and will use the higher figure as the maximum monthly amount.

This means if you are both unable to work, and are claiming on this **policy** at the same time, we will only make one payment to cover both of you, rather than twice the payment.

---

## Section C: The claim limit

This section explains what happens if we have been paying a claim, and we have made payments to you up to the **claim limit**.

The **claim limit** is the maximum period for which we will make payments to you, after your **waiting period** for any one single claim. This period is 24 months.

---

### C1 What happens if we have made payments to you up to the claim limit

If we have made payments to you up to the **claim limit** for any one claim, then your claim will stop. This means we will stop making the payments to you for that claim, even if you are still **unable to work**.

You'll still continue to be covered, unless you are a **homemaker**. If you are a **homemaker**, and we have paid any single claim up to the **claim limit**, then we will cancel your **policy**, and you will no longer be covered.

If you are a homemaker, and we have cancelled your **policy**, you won't be entitled to any refund of **premiums** or payment from it.

---

### C2 What happens if you need to make a claim in the future, and we have already paid a previous claim up to the claim limit

If we have already paid a claim up to the **claim limit**, and the reason you are **unable to work** again is the same as the previous claim, we will treat this as a **related claim**. This means you will not be able to make a claim, until you have been back at work for a continuous period of at least 6 months.

If you were working full-time before your previous claim, this means you will have had to have been back at work full-time for a continuous period of at least 6 months. If you were only working part-time before your previous claim, you will have had to have been back at work part-time.

Once you have been back at work for a continuous period of at least 6 months, and you then become **unable to work** again, we will treat this as a new claim. This means when your claim is accepted, we will start making payments to you again after the end of your **waiting period**.

If the reason you are **unable to work** is not the same as for your previous claim, we will treat this as a new claim. This means when your claim is accepted, we will start making payments to you after the end of your **waiting period**.

---



## Section D – Changing your policy

This section tells you about how you can change the **amount of your cover**, your **waiting period**, or the term of your **policy**.

You can choose to do this at any time between the **start date** and the **end date**. If you want to do this, please let us know, and we will supply you with a special application form to complete. We'll let you know what information we need at the time, and we'll be able to help you complete the application form.

It is very important that you don't cancel your existing **policy**. We will confirm the changes you've requested to you, and if you wish to proceed with them, we'll tell you if your existing **policy** needs to be cancelled. If it does need to be cancelled, we'll do this automatically for you.

---

### D1 Guaranteed Increase Options

You can increase the **amount of your cover** and in some cases replace your **policy** with a new **policy**, without completing a full application, if certain events happen. We call these Guaranteed Increase Options, because we guarantee that you can change your **policy**, within certain limits, as long as you are eligible.

Occasionally, due to your medical history, or your personal circumstances you may not be able to take advantage of these options. If this applies to you, we will tell you before you take out your **policy**. This will be detailed on your Policy Schedule under the heading of Special Provisions.

The event must happen to the person insured. This means that if you're insuring someone else then it's their circumstances we'll consider, not yours. You can only use this options within 3 months of the event occurring, otherwise the options will not be available. We will also need to see reasonable proof of the event, such as a copy of the loan offer. We will let you know what our requirements are at the time.

If you want to change your **policy** using one of the Guaranteed Increase Options, you won't have to provide any additional medical information at that time. Naturally, this means that we have to apply some limits to the amount you can change your cover by. We've explained this in more detail below.

The events which are covered by our Guaranteed Increase Options are:

#### Mortgage increase

You can use this option if you take out a new mortgage or an additional loan under an existing mortgage on your main residence to make home improvements. You can use this option as long as you (or the person insured, if this is not you) are 49 or younger at time you wish to use the option. If there is more than one person insured on the policy, this age limit applies to both of you.

This option will not be available if you are **unable to work**, or if we are paying a claim under this **policy** at the time you wish to increase the **amount of your cover**.

You can increase the **amount of cover** by the lower of:

140% of the increase in your mortgage payments,

or

100% of the **amount of your cover** shown on your Policy Schedule at the time you wish to use this option,

or

£700 a month

This is as long as the new **amount of cover** is not more than 140% of your new mortgage payments.

The **premium** you pay for the increase in your cover will depend on your age, sex, whether you smoke, and the premium rates available at the time. If you had to pay any extra **premiums** on your original policy, because of your health, occupation or leisure activities, then this extra **premium** will also be applied to the increase in your cover.

You can use this option more than once, however if you do the total of all the increases in cover are limited to the lower of:

100% of the **amount of cover** shown on your Policy Schedule at the **start date**,

or

£700 a month

If you have the same or similar options under other LV=Mortgage Payment Protection – Health policies, then the maximum total increase across all of those policies, and this policy is £700 a month.

### Splitting a joint life policy on separation

This option only applies if there are two people insured under the policy.

If you get divorced or have your civil partnership dissolved, or legally separate you can each replace your current policy with a new **policy**.



#### Example

James and Julie are married. They originally took out a policy for £1,000 a month, a few years ago, and increased their cover to £1,200 using one of the Guaranteed Increase Options. They're both insured under the policy.

James and Julie decide to get a divorce, but they each want to keep as much cover as they can. They can use this option to split their existing plan into two separate plans. Each plan would include a Mortgage Payment Protection -Health policy with cover of £1,200 a month (the most cover allowed). They'd each own one policy, and be the insured person on that policy.



This will only be possible if:

The original mortgage has been rearranged to be in the name of one of you only

or

If either of you has taken out a new mortgage

The **amount of cover** cannot be more than was shown on your Policy Schedule for your original **policy**, at the time you wish to use this option. If you choose to use this option, your current **policy** will be cancelled and we will issue a new policy for each of you in its place.

The **premium** you pay for the new policy will depend on your age, sex, whether you smoke, and the premium rates available at the time. If you had to pay any extra **premiums** on your original **policy**, because of your health, occupation or leisure activities, then this extra **premium** may also be applied to your new policy.

---

## **D2 Other ways to change your policy**

You can change the **amount of your cover**, your **waiting period** or the term of your **policy** at any time. You can also apply to change your **policy**, if you have changed your job.

Unfortunately, we can't guarantee that you'll be able to do this, as it will depend on your age, health and medical history, leisure activities and whether we are offering the same type of insurance at that time.

We'll work out the new **premium** depending on your age, health and medical history, leisure activities, whether you smoke and the premium rates available at the time.



## Section E – Other Conditions

This section tells you about other things you need to know, such as how to pay your **premiums**, and how to cancel your policy.

### E1 Paying your premiums

You are responsible for paying **premiums** on the date shown in your Policy Schedule. They can only be paid by Direct Debit.

If we are paying a claim under this **policy**, you will still need to pay the **premiums**. If you don't do this then we could stop paying you as your **policy** would eventually be cancelled.

However, you may have chosen to take out our Waiver of Premium policy alongside your Income Protection. If you have, then you may not have to continue paying us. You can find more information on this in our Waiver of Premium Policy Conditions.

---

### E2 Stopping premiums

We give you 60 days from the due date for you to pay a **premium**. If we haven't received a **premium** from you, we will send you a reminder to let you know.

If you fail to pay any **premium** within this 60 day period, then your **policy** stops immediately, and we will cancel it. We will not pay anything to you if this happens. If we cancel your **policy**, we'll let you know.

---

### E3 Re-starting premiums

If your **policy** has stopped because you didn't pay a **premium**, you can ask us to start it again. You may be able to do this without completing a new application within six months of the first unpaid **premium**. So that we can restart your **policy**, you will need to pay all of the **premiums** you haven't paid. You will also need to sign a declaration of health.

Unfortunately, it is possible that we may not be able to restart your **policy**. In the event that this happens, we will explain our decision to you and the reasons for it. Please note as the **policy** has actually ended we are not obliged to restart it for you.

If you wished to restart your **premium** after 6 months you would need to apply for a new policy.

---

## E4 When we can change your premium (Reviewable premiums)

The premiums you pay are reviewable. This means they are not guaranteed to stay the same throughout the term of your policy. They could go up, go down, or remain the same – however they will not change within the first 5 years of the start date of your policy.

When you first apply for your **policy** we work out the **premium** that you need to pay for the **amount of your cover**, using a number of different assumptions. These include:

- how many claims we think we will get,
- how much we think we will pay out in claims,
- how long we think we will pay those claims for,
- how we think our costs for administering policies including processing claims might change over time,
- the law, regulations and current tax rules.

We will set our assumptions based on the information available at the time we work out your **premium**, and we don't expect them to change during the term of your **policy**.

We will then review these assumptions on an on-going basis. This means that we look to see whether we still expect our assumptions not to change throughout the term of your **policy**. We will only change our assumptions if having looked at our own data, and information from valid industry sources, this clearly indicates that things are expected to change. If we change our assumptions for the future, we will also check your **premium**, to see if it needs to change.

There is no limit to the amount we can change your **premium** by. Your **premium** could of course stay the same.

We will not check the **premium** for your **policy** for the first 5 years from the **start date**. After 5 years we can check your **premium** every year.

We may change your **premium** for any of the following reasons:

- If the way policies are taxed or the law or regulations changes
- If our claims experience has been different to what we assumed it would be, and we expect this to continue in the future.
- If our reasonable costs for administering policies including processing claims have been different to what we thought they would be, and we expect this to continue to be the case.

We can't change your **premium** for any of the following reasons:

- To increase our profits
- To make up for any losses we've made in the past
- If you've made claim
- If there have been any changes in your health since the **start date** of your **policy**

If your **premium** is going to change we will let you know at least 60 days before we change it. The **premium** will change on your **plan anniversary**.

If we advise you of an increase to your **premium**, you can choose to continue paying the previous amount instead. The **amount of your cover** will then be reduced, from the **plan anniversary** onwards, to the amount that we work out your existing **premium** will pay for.

You must tell us, if you decide to do this, at least 30 days before the change is due to be made.

You can also choose to cancel your policy, although you should think about it carefully before doing so. If you decide to do this, your policy will end, you won't be covered, and you won't get anything back.

---

## E5 Proof of age and name

The premium for the amount of your cover is based on your date of birth as shown in your Policy Schedule.

We will need evidence of your age before we will pay a claim on your policy. We will accept your original birth certificate or passport as evidence, but not photocopies.

We recognise that these are valuable documents that other people may need at the same time. We will look after the documents carefully, and return them to you quickly.

It is really important that you check your Policy Schedule has the correct date of birth on it, as it affects the amount we can pay out to you if you claim. If your actual date of birth differs from that shown on your Policy Schedule, we will change the **amount of your cover** to the amount that would have been available based on your actual age and the **premiums** you have paid.

Of course, if when you claim your name is different from your name on your Policy Schedule and birth certificate we will also need evidence of this change (for example a marriage certificate). We may need to ask for additional evidence, and if we do, we will tell you what evidence we need, and why we need it.

---

## E6 When you can cancel your policy

You can cancel your policy at any time, although if you do this you will lose all your cover and you won't get anything back.

If you decide to do this, please let us know, so that we don't ask you to pay any more **premiums**.

---

## E7 When we can cancel your policy

If you are a **homemaker**, and we have paid any one claim up to the **claim limit**, we will then cancel your policy. This is explained in more detail in Section C.

In all other cases, once your **policy** starts we won't cancel it, unless you have not paid all of the **premiums** that are due. We have explained this in more detail in section E2.

There is just one exception.

Please understand that whilst the vast majority of our customers are honest, we do have to protect ourselves (and customers) against the effect of fraudulent claims.

We will cancel your **policy** if either you or anyone you are insuring act fraudulently, deliberately provide untrue, inaccurate or misleading information when you apply for the **policy**, when making a claim, if you apply to change your **policy** or if you apply to re-start your **premiums** (this is explained in Section E3).

This means we will cancel your **policy** if we determine that you would have known, or ought to have reasonably known, the true answer to a question we ask you, but have deliberately provided a false answer.

We may also cancel your **policy**, or may not pay the **amount of your cover** in full, if had you answered all of the questions we asked you honestly and in full, it would have led us to a different decision about the **amount of your cover**. For example:

- or a higher **premium** would have applied for the **amount of your cover**,
- or the **amount of your cover** would have been lower for the same **premium**,
- or we would have restricted the claims we pay out on,
- or the term of your **policy** would have been restricted,
- or your application would have been deferred, for example, pending the outcome of a medical investigation,
- or your application would have been declined.

If you apply for your **policy** on-line, we will send you a summary of the questions we ask and the answers you give. We will also do this, if, when you apply, we telephone you to ask you some further questions about your application. When you receive this summary it's very important that you check the answers you gave, as we rely on this information to set up your **policy**.

Once you have checked the report, you need to sign it and return it to us within 60 days of the **start date** of your **policy**. If you don't we may have to cancel your **policy**.

If we cancel your **policy** you won't be entitled to any refund of **premiums** or payment from it.

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## **E8 When your policy ends**

On the **end date** shown in your Policy Schedule, your **policy** will stop and no further **premiums** will be due and no benefits payable. You won't receive anything back when it ends.

---

## **E9 Transferring the policy to someone else**

You can't assign or transfer any payment in the event of a claim under your **policy** or the **policy** itself to anyone else. This means you can't give it to anyone else or put it in Trust.

We will pay all payments due under your **policy** to you. These payments, to coin a legal phrase, will be a full and proper discharge of our liability. This means we won't owe anything to anyone else, once we have paid you.

No person, or company, apart from you and us can have any rights under, or may enforce, this agreement.

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## **E10 The law that applies to your policy**

The law and jurisdiction of England and Wales will apply to this policy. All information we provide will be in English.

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