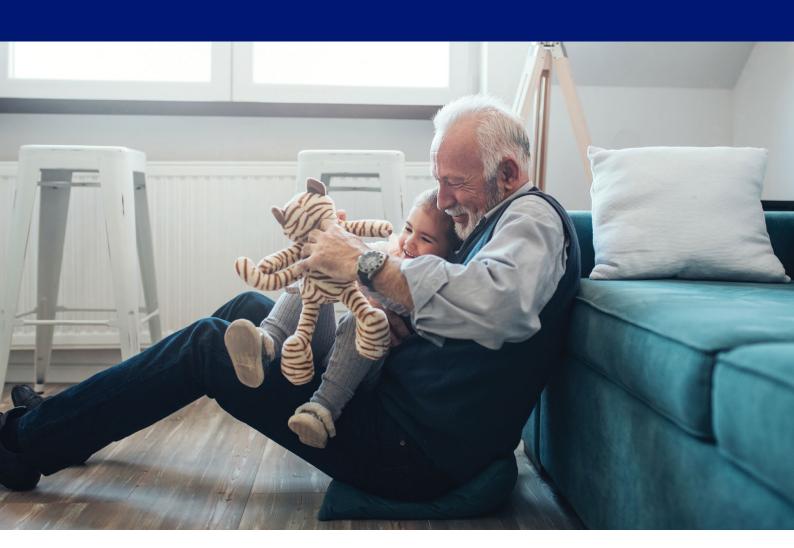


## Care Cover with Whole of Life Insurance

**Cover Details** 



#### **Contents**

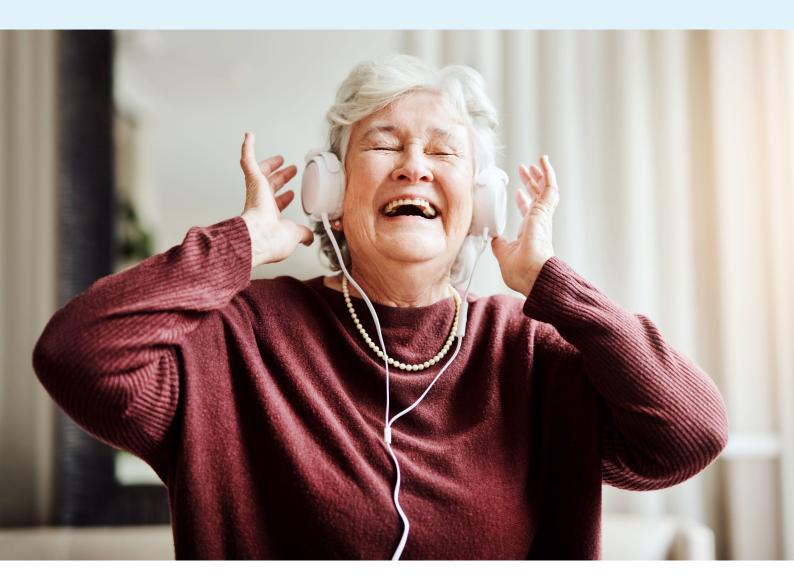
Welcome to AIG	3	Section D General terms and conditions	14
Section A		D1 Cancelling your cover	14
Setting up the cover	5	D2 Surrender value	14
A1 The owner of the cover	5	D3 Inflation	14
A2 Who can take out AIG Care Cover		D4 Interest	14
with Whole of Life Insurance?	5	D5 Data protection	15
		D6 Taxation, laws and regulations	16
Section B		D7 Contract	17
The cover	6	D8 Misstatement of age	17
B1 AIG Care Cover with Whole of	,	D9 Complaints	17
Life Insurance	6	D10 If we cannot meet our liabilities	18
B2 Waiver of Premium	8	D11 Assignment	18
		D12 Rights of third parties	18
Section C	9	D13 Disclosure confirmation and	
Managing the cover	•	verification	19
C1 Paying for the cover	9	D14 Economic sanctions	19
C2 Telling us about changes to	10	D15 Restricted persons	19
personal details	10		
C3 Changing a cover	10	Section E	
C4 Changing your AIG Care Cover with		Definitions	20
Whole of Life Insurance	10	An explanation of the terms we use	20
C5 Claiming a benefit	12		

# Welcome to AIG

American International Group, Inc. (AIG, Inc.) is a leading international insurance organisation serving customers in more than 80 countries and jurisdictions. AIG is the marketing name for the worldwide property-casualty, life and retirement, and general insurance operations of AIG (Inc.).

AIG Life Limited is the life insurance arm of AIG in the UK, Channel Islands, Isle of Man and Gibraltar. We provide financial and practical support for individuals, families and businesses when illness or injury threatens their life, lifestyle or livelihood.

Information about our business, performance and financial position, and details on how we control our business and manage risks can be found in our Solvency and Financial Condition Report available on our website www.aiglife.co.uk.



#### How to use this booklet

### This booklet is the AIG Care Cover with Whole of Life Insurance Cover Details. It explains how your cover works.

If you've just taken out AIG Care Cover with Whole of Life Insurance, please read this booklet carefully and keep it in a safe place, along with your Cover Summary. These two documents and the Application Details make up your contract with us.

If you're thinking about taking out AIG Care Cover with Whole of Life Insurance, this booklet should be able to answer any questions you might have.

If you are taking out AIG Care Cover with Whole of Life Insurance to cover another person, Section A explains how this changes the terms and conditions of the cover detailed in sections B, C and D.

If there's anything that isn't clear about the insurance you have purchased from AIG Life Limited or if you have any questions, please speak to your financial adviser or call us on 0345 600 6820. If calling from outside the UK, please call +44 1737 441 820.

To make sure we have an accurate record of the instructions we are given, we may record or monitor phone calls.

### Who provides your AIG Care Cover with Whole of Life Insurance?

AIG Care Cover with Whole of Life Insurance is provided by AIG Life Limited. We specialise in protection insurance such as life insurance, critical illness and income protection cover.

#### The language we use in the Cover Details

'We', 'us' or 'our' means AIG Life Limited. 'You' or 'your' means the owner of the cover or, where appropriate, anyone legally entitled to the policy payout - unless a different meaning is given in a particular paragraph of this document.

Look out for words in **bold**. These are all explained in section E.

#### Contact us

This document is available in other formats. If you would like a Braille, large print or audio version, please contact us:

Customer Services, AIG Life Limited, PO Box 12010, Harlow CM20 9LG

#### Call us on:



0345 600 6820

(calls are charged at standard rates from a BT landline but may cost more via mobiles and other networks). If calling from outside the UK, please call **+44 1737 441 820**.

Email: enquiries@aiglife.co.uk

We are open Monday to Thursday, 8.30am to 8pm and Friday, 8.30am to 5.30pm, except bank holidays. Please note these opening hours are UK local time.

We may record or monitor calls to make sure we have an accurate record of the instructions we are given, for training purposes, to improve the quality of our service and to prevent and detect fraud.

#### **Section A**

# Setting up the cover



#### **A1** The owner of the cover

Throughout this section you and your means the **owner of** the cover.

If you apply for AIG Care Cover with Whole of Life Insurance on your own life, you will be the **owner of the cover**. If two people apply for **joint life cover**, they will be joint **owners of the cover**.

If you apply for AIG Care Cover with Whole of Life Insurance to cover the life of another person or persons, you will be the **owner of the cover**. This means you will be the beneficiary of the **cover** in the event of a claim, unless you choose to assign the **benefit** or place it in trust.

### **A2** Who can take out AIG Care Cover with Whole of Life Insurance?

Both the **owner of the cover** and the person covered must be resident in the **UK**, **Channel Islands**, Isle of Man or Gibraltar when **cover** is applied for.

You are considered resident if:

- You have indefinite leave to remain in the UK, Channel Islands, Isle of Man or Gibraltar; or
- You are an EU or EEA national living permanently, and have settled status, in the **UK**, **Channel Islands**, Isle of Man or Gibraltar; or
- You have resided in the UK, Channel Islands, Isle of Man or Gibraltar for the last 12 months, live there permanently and will continue to do so.

You must have an insurable interest in the person covered at the time you take out the **cover**. You will always have an insurable interest in your own life. In addition, you will always have an insurable interest in the life of your spouse or civil **partner**. You may also have an insurable interest in another person if you have a reasonable expectation of suffering a financial loss upon their death or illness. If you are not sure if you have an insurable interest in a particular person, you should ask your financial adviser for guidance.

Where the **owner of the cover** is different from the person covered, we may also ask for evidence of the insurable interest.

Section A - Setting up the cover

#### Section B

### The cover



#### **B1** Whole of Life Insurance

#### When we will pay the benefit

When we will pay the **benefit** depends on the **cover** shown in the **Cover Summary**.

We will pay the **benefit** if any of the persons covered die, are diagnosed with a **terminal illness** or meet our criteria for **care cover**.

For a **single life** policy, the **cover** stops after we have paid the **benefit**.

For a **joint life first event** policy, the **cover** stops after we have paid the **benefit** for one of the persons covered.

For a **joint life second event** policy, the **benefit** is paid after one of the people covered has died, suffered a **terminal illness** or met our criteria for **care cover** and the second person covered then dies, is diagnosed with a **terminal illness** or meets our criteria for **care cover**. The **cover** stops after we have paid the **benefit** for the second person covered.

#### What we will base **benefit** payments on

We will base benefit payments on the sum assured.

The maximum **cover** you can have across all AIG Care Cover with Whole of Life Insurance policies is £400,000 for death and **terminal illness benefit** and £300,000 for **care cover benefit**. In the event of a valid claim however, we will pay either a death or **terminal illness benefit** or a **care cover benefit**, not both.

Section B - The cover 6

#### What we will pay

The following sections explain what we will pay in different scenarios according to whether the policy is a single life, joint life first event or joint life second event:

What's shown in the <b>Cover Summary</b>	What we will pay	
Single life	We will pay the <b>sum assured</b> , as shown in	
Joint life first event	the Cover Summary.	
• One of the people covered has died or suffered a <b>terminal illness</b> .		
Joint life second event		
• Both of the people covered have died or suffered a <b>terminal illness</b> .		

What's shown in the Cover Summary	What we will pay
Single life	We will pay the care cover benefit, as
Joint life first event  One of the people covered meets our criteria for care cover	shown in the <b>Cover Summary</b> .
<ul> <li>One of the people covered has died, suffered a terminal illness or met our criteria for care cover and the other person covered meets our criteria for</li> </ul>	_

- care cover; or
- Both of the people covered meet our criteria for care cover.

#### When we will not pay the benefit

We will not pay the **benefit** if any of the following apply:

- the person covered, the **owner of the cover**, or their personal representatives do not give us medical or other evidence that we ask for; or
- the diagnosis does not meet the criteria for our definition of a terminal illness, or a terminal illness is not diagnosed by a consultant or is not expected to lead to death within 12 months; or
- the **consultant** who has made the diagnosis of terminal illness or care cover is not in an eligible country. The consultant making the care cover diagnosis must also be in an eligible country (see page 11);
- the diagnosis does not meet our criteria for care cover; or
- we find the person covered or the **owner of the cover** or their personal representative has deliberately given us inaccurate, incomplete or false information on the application which would have affected our decision to offer this cover, or would have led us to offer it with different conditions; or
- the cover is no longer active; or
- the terminal illness claim was not submitted while the cover was active: or
- the claim is caused by something that we have specifically excluded from this cover - this will be shown in the Cover Summary; or

• the person covered dies as a result of their own actions within one year of the **cover** start date or of them restarting the cover. Once the cover has been active for more than 12 months, if the person covered has asked us to increase the **sum assured** in the 12 months prior to them dying as a result of their own actions, no **benefit** will be payable in respect of this increase.

It is important that the information the person covered, or the owner of the cover, provides to us is true, accurate and complete. If any of the information provided to us is fraudulent, misleading or deliberately untrue, incomplete or inaccurate:

- the cover will be cancelled;
- we will not pay any benefit;
- any **benefit** that has already been paid under the cover must immediately be repaid to us; and
- any **premium** payments made for the **cover** will not be returned.

Section B - The cove

#### **B2** Waiver of Premium

For extra protection, the **owner of the cover** can ask us to include Waiver of Premium in a **cover**. If Waiver of Premium is included in a **cover** and the person so covered is **incapacitated** for more than 26 weeks, we will waive the **premiums** due for that **cover**. Please note that **premiums** due in the first 26 weeks of being **incapacitated** will not be waived.

The **Cover Summary** will show if Waiver of Premium is included in a **cover** and when it ends. The remainder of this section only applies where Waiver of Premium is included in the **Cover Summary**.

For **joint life cover**, the **owners of the cover** can choose Waiver of Premium for one or both of the people covered.

#### When we will waive premiums

We will waive the AIG Care Cover with Whole of Life Insurance **premiums** if the person covered by Waiver of Premium is **incapacitated** for longer than 26 weeks. We will continue to waive the **premiums** until they are no longer **incapacitated** or until the Waiver of Premium end date as shown in the **Cover Summary**.

#### How much we will waive

We will waive the **premium** of any **cover** that includes Waiver of Premium

If the person is covered by more than one **cover** with us, and they become **incapacitated**, we will only waive the **premiums** on those **covers** that include Waiver of Premium. This could mean that the total of all **premiums** is reduced rather than stopped.

#### When we will stop waiving premiums

We will stop waiving **premiums** when the earliest of the following happens:

- the person covered no longer meets the definition of incapacitated that applied when they first claimed; or
- we have paid the benefit for death, terminal illness or care cover; or
- the Waiver of Premium end date has been reached as shown in the Cover Summary.

While we are waiving a **premium**, we can ask the person covered to see a doctor or health specialist of our choice, to help us confirm whether they still meet the definition of **incapacitated** that applies to them.

#### When we will not waive **premiums**

We will not waive **premiums** if any of the following apply:

- the person covered or their personal representatives do not give us medical or other evidence that we ask for; or
- the diagnosis does not meet the criteria for definition of incapacitated; or
- the person covered is incapacitated but Waiver of Premium is not included in the cover for that person (this will be shown in the Cover Summary); or
- the claim is caused by something that we have specifically excluded from this cover (this will be shown in the Cover Summary); or
- the person covered does not satisfy the geographical restrictions set out in the 'Claiming a benefit' section; or
- we find the person covered or the owner of the cover
  has deliberately given us inaccurate, incomplete or false
  information on the application which would have affected
  our decision to offer this cover, or would have led us to
  offer it with different conditions; or
- the cover is no longer active; or
- Waiver of Premium has ended as shown in the Cover Summary.

Section B - The cover

#### **Section C**

# Managing the cover



#### **C1** Paying for the cover

When the **cover** is on a life of another basis, the **owner of the cover** may choose whether they or the person covered pays the **premiums**.

#### When the **premium** is paid

#### First **premium**

We will collect this by Direct Debit (via the **BACS** system) on, or shortly after, the date the **cover** starts. The Direct Debit must be from a **UK**, **Channel Islands**, Isle of Man or Gibraltar bank account. Premiums must be paid in sterling.

#### Regular **premium**

If a monthly **premium** has been selected we will collect the regular **premium** between the 1st and the 28th of the month. We will collect the **premium** on the same date each month. The person paying the **premium** can choose a date between the 1st and the 28th of the month that suits them. They will pay the **premium** every month, unless we accept a Waiver of Premium claim for the **cover**.

If an annual **premium** has been selected, we will collect the **premium** on the same date each year.

When the **premium** collection falls on a weekend or bank holiday, we will collect it on the next working day.

#### What happens if the **premium** is not paid

If any **premium** remains unpaid for more than 30 days from the date it was due to be collected, we will cancel the **cover**. We will write to the **owner of the cover** and (if different) the person covered to tell them that the **cover** has been cancelled.

#### Restarting a cover

If we cancel a **cover** because a **premium** is not paid, the **owner of the cover** can ask us to restart it. They can do this at any time up to six months after the date of the first missed **premium**. We will have no obligation to restart a **cover** and if the **owner of the cover** asks us to do this, we will decide at our discretion if we are willing to restart the **cover**. If we are, we will tell them what we need in order to restart the **cover** and they must clear any **premium** arrears. There may be circumstances when we reserve the right not to restart a **cover**. If this happens, we will explain our decision.

#### When the **premium** could change

The **premium** could change if:

- the owner of the cover makes a change to the cover; or
- we have accepted a Waiver of Premium claim see section B2; or
- it becomes subject to tax; or
- a Waiver of Premium claim ends; or
- Waiver of Premium ends as shown in the Cover
   Summary, if this was selected when the cover started; or
- any of the information provided as part of the application process is incorrect - further details can be found in sections D8 and D13.

### **C2** Telling us about changes to personal details

The **owner of the cover** or the person covered needs to tell us if they change:

- their name: or
- their contact details (postal address, telephone number, email address); or
- their bank account.

We will ask them for their **cover** number when they call us. We will also ask some questions to confirm their identity.

The **owner of the cover** or the person covered can:

- phone us on 0345 600 6820. If calling from outside the UK, please call +44 1737 441 820.
- email us at enquiries@aiglife.co.uk
- write to us at AIG Life Limited, PO Box 12010, Harlow CM20 9LG

We are open Monday to Thursday, 8.30am to 8.00pm, and Friday 8.30am - 5.30pm, except bank holidays. Please note these opening hours are **UK** local time.

To make sure we have an accurate record of the instructions, we may record or monitor phone calls.

We do not need to be told if the person covered changes their **occupation**.

#### C3 Changing a cover

There are many ways that a **cover** can be changed to make sure that it is still meeting the needs of the **owner of the cover.** All of the changes that can be made are explained in section C4.

The options that increase the **sum assured** are not available to everyone. This could be because, for example, the person covered has a particular medical condition when **cover** is first taken out.

Those options that are not automatically available to everyone have 'limited' after the heading. The **Cover Summary** will show whether these options are available. Before taking up any of these options, the **owner of the cover** should consider speaking to their financial adviser.

### **C4** Changing your AIG Care Cover with Whole of Life Insurance

The following sections explain how the **owner of the cover** can change their AIG Care Cover with Whole of Life Insurance.

Whenever a change is requested, we will always send written confirmation once this has been processed.

Please note that any changes made must not result in you exceeding the maximum **sum assured** of £400,000 and the maximum **care cover benefit** of £300,000 across all AIG Care Cover with Whole of Life Insurance policies you hold with us.

#### 1. Increasing the sum assured - limited

If this option is shown in the **Cover Summary**, the **owner of the cover** has the right to increase the amount of **cover** they
have. They can do this up to six months after the person covered:

- · marries or enters into a civil partnership; or
- has a child or legally adopts one; or
- increases the amount of their mortgage; or
- is promoted by their current employer, or starts a new job with a different employer, and their salary increases.

We will ask to see evidence of the event, and where the **owner** of the cover is different from the person covered we may also ask for evidence of the insurable interest. Without this, we reserve the right to refuse to allow the increase.

The increase in **cover** cannot be more than 50% of the original **sum assured** or £75,000, whichever is lower.

If the increase is for a mortgage, then the extra **sum assured** cannot be more than the increase to the mortgage.

If the increase is for an increase in salary then the extra **sum assured** cannot be more than the increase in salary.

More than one increase can be requested, but the total of all increases must not exceed the **sum assured** of the original **cover** or £150,000, whichever is lower.

This option cannot be taken up:

- while we are waiving the premiums; or
- after the 71 st birthday of the oldest person covered; or
- while we are paying a benefit under any cover; or
- while the **owner of the cover** is in a position to make a claim under the **cover**; or
- if the person covered or the owner of the cover has received benefit payments under the cover in the last two years; or
- one of the lives under a joint life second event policy
  has either died, been diagnosed with a terminal illness or
  has met our criteria for care cover.

#### 2. Reducing the sum assured

The **owner of the cover** can reduce the **sum assured** at any time, as long as the reduction doesn't mean that the **sum assured** falls below the minimum allowed. If they later want to increase the **sum assured**, the amount by which they'll be able to do so will be based on the new, lower **sum assured**, not the initial one.

#### 3. Continuing cover - limited

If the cover was taken out as **joint life first event cover**, and we have paid a claim for one life and the **cover** has ended, the **owner of the cover** can ask us to provide new **cover** on the surviving person covered as **single life cover**.

The sum assured and care cover benefit under the new single life cover cannot be greater than the sum assured and care cover benefit under the original cover.

This option must be exercised within 13 weeks of the claim being paid.

This option cannot be taken up if the second person:

- is having premiums waived under any cover; or
- has received a **benefit** under any **cover** in the last five years; or
- is in a position to make a claim under the new single life cover or any other cover; or
- has reached their 85th birthday

#### 4. Adding another person to the **cover**

If the **owner of the cover** and person covered agree, they can ask us to change a **single life cover to joint life cover**. We will need information about the new person so we can decide whether to add them to the **cover**, and on what terms. The **premium** may increase if this change is made.

#### 5. Changing a joint life cover to two single life covers - limited

If the **owner of the cover** and people covered agree, they can ask us to change the **cover** from **joint life cover** to two **single life covers**. They can do this providing it is within six months of separating. We will ask to see evidence of the separation. The total of the two new **sums assured** cannot be more than 100% of the **sum assured** under the **joint life cover**. This option cannot be taken up if either of the persons covered have reached their 85th birthday.

#### 6. Changing how often a **premium** is paid

You can change from a monthly **premium** to an annual **premium** and vice versa. If this change is made, it will take effect from the date the next **premium** is due to be collected.

#### How these changes affect the cost of the **cover**

If you change your **cover**, the **premium** may change.

Please contact us for details about how your **premium** may change.

#### Asking us to change the **cover**

To ask us to change the **cover**, the **owner of the cover** can:

- phone us on 0345 600 6820. If calling from outside the UK, please call +44 1737 441 820.
- email us at enquiries@aiglife.co.uk
- write to us at AIG Life Limited, PO Box 12010, Harlow CM20 9LG

We are open Monday to Thursday, 8.30am to 8.00pm, and Friday 8.30am - 5.30pm, except bank holidays. Please note these opening hours are **UK** local time.

To make sure we have an accurate record of the instructions, we may record or monitor phone calls.

#### C5 Claiming a benefit

#### When to claim

We ask the person claiming to contact us as soon as possible.

For Waiver of Premium claims, we ask we are notified within eight weeks of the person covered becoming **incapacitated**.

#### How to make a claim

The person claiming can:

- phone us on 0345 600 6815. If calling from outside the
   UK, please call +44 1737 441 815.
- email us at claimsteam@aiglife.co.uk
- write to us at Claims Team, AIG Life Limited, PO Box 12010, Harlow CM20 9IG

We are open Monday to Thursday, 8.30am to 8.00pm and Friday, 8.30am to 5.30pm, except for bank holidays. Please note these opening hours are **UK** local time. To make sure we have an accurate record of the instructions we are given, we may record or monitor phone calls.

If we are considering a death claim, we will stop collecting **premiums**. If we are considering any other type of claim, **premiums** must be paid while it is being assessed. If the claim is paid, we will advise you if we can refund any of the **premiums** paid while we assessed the claim.

If the person claiming, the **owner of the cover** or the person covered does not give us the evidence we ask for, or the information they do give us is inaccurate or incomplete, we reserve the right to decline a claim or stop paying one. We will pay the reasonable cost of all medical reports or evidence we ask for.

#### Geographical restrictions

Some types of **cover** require the person covered, or the doctor that diagnoses them, to be in a particular part of the world when a claim is made or when we are paying a **benefit**.

For a death claim, the person covered can be anywhere in the world.

For **terminal illness** (where life expectancy is less than 12 months) or **care cover**, the person covered can be residing anywhere in the world however, the **consultant** must be in an **eligible country**.

For Waiver of Premium claims, the person covered must be living in an **eligible country** when they become **incapacitated**. They must return to and remain in the **UK**, **Channel Islands**, Isle of Man or Gibraltar within 26 weeks of the date they became **incapacitated** in order to receive the **benefit**.

We may consider claims that fall outside of our geographical restrictions if we are satisfied that we are able to obtain sufficient and reliable information to allow us to fully assess the claim.

#### Support during a claim

If we have agreed that the person claiming may have a valid claim, we may pay up to £300 for services that support the person covered or their family. The services that are covered by this support payment will depend on all the circumstances but could range from physiotherapy or counselling to the cost of taking taxis to hospital appointments.

We need to approve the services, and agree their cost, before they are used. Whether we approve the service depends on the situation of the person covered and the advice of their doctor. We will refund the cost as soon as we have received the receipts for the services that we agreed.

The claims adviser will explain the services that we can pay for.

Please remember that if we pay for support services, it does not necessarily mean we will approve a claim on your **cover**.

We will not pay for support services in relation to a Waiver of Premium claim.

Any payments made under the Claims Support Fund will not be deducted from the **benefits** payable.

#### Who we will pay the **benefit** to

We will pay the **benefit** to the person legally entitled to receive it. Who this will be depends on the nature of the claim, the circumstances at the time and whether the **cover** has been assigned or put under trust.

During the course of the claim assessment, we will establish and confirm who we identify as legally entitled to receive the **benefit**.

We will normally pay the **benefit** to the **owner of the cover** or their personal representatives,, if the **owner of the cover** has died. Personal representatives need to send us the original Grant of Representation, Letters of Administration or Confirmation before we can pay any **benefit** to them.

If the **owner of the cover** has instructed us to pay the **benefit** to someone else by a deed of assignment, we will pay this **assignee. Assignee(s)** need to send us the original deed of assignment before we can pay any **benefit** to them.

If the **cover** is under trust, we will pay the **benefit** to the **trustee(s)**. The **trustee(s)** must then follow the terms of the trust to distribute the money to the chosen beneficiaries. **Trustee(s)** need to send us the original Trust Deed and any deeds altering the trust before we can pay any **benefit** to them. We will return these when we pay the claim.

#### How we will pay the benefit

We will pay any **benefit(s)** due under the **cover** in pounds sterling by direct credit (via the **BACS** system) into a **UK**, **Channel Islands**, Isle of Man or Gibraltar bank account nominated by the **owner of the cover**, the **trustee(s)**, the **assignee(s)** or their personal representative.

If the **claimant** wishes to receive the **benefit(s)** outside of the **UK**, **Channel Islands**, Isle of Man or Gibraltar, then arrangements for such transfer from the **claimant's UK**, **Channel Islands**, Isle of Man or Gibraltar bank account must be made at the **claimant's** own expense. The **claimant** will bear the risk of any difference due to the currency exchange rates.

#### **Section D**

# General terms and conditions



#### **D1** Cancelling your cover

When your **cover** starts, we will send you information about your right to change your mind and cancel your **cover**. You have 30 days from the date you receive this information to cancel your cover. If you cancel your cover in this time we will refund any **premiums** you've paid to us, unless we have paid you a **benefit** before you cancel.

Should you not cancel your **cover** within this time period, your **cover** will remain **active** as set out in your **Cover Summary**.

You can stop your **cover** at any other time. Once you tell us, your **cover** will end on the day before your next monthly **premium** is due to be collected. Any **premiums** paid to date will not be refunded. If you are paying annual **premiums**, your **cover** will end on the day before the next monthly anniversary of the **cover**. We will retain the cost of any full (or partial) months of **cover** up to the date of cancellation and will refund any balance of the annual **premium**.

#### **D2** Surrender value

The **cover** does not have any surrender value at any time.

#### **D3** Inflation

The purchasing power of the **benefit(s)** paid out may be reduced in real terms, due to the effects of **inflation**. For further information on the effects of **inflation**, please speak to your financial adviser.

#### **D4** Interest

If we start paying the **benefit** any later than eight weeks after we receive all the information we need, we will pay interest on the overdue amount from the date payment should have started. This will be at the Bank of England base rate at the time.

#### **D5** Data protection

We are committed to protecting the privacy of customers, claimants and other business contacts.

In order to provide our products and services and to run our business, we will collect, use and disclose your personal information, including sensitive personal data (health information). Where we do this, we will rely either on your consent, or on a combination of the following justifications: performing a contract with you or preparing to enter into a contract with you; complying with regulatory requirements; or having a legitimate interest to request your personal information.

"Personal information" identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide personal information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) for sharing of their personal information with us.

#### Personal information we collect

Personal information we may collect about the **owner of the cover** or the person covered and their dependants includes:

- General identification and contact information;
- Family details;
- Sensitive information such as health and lifestyle details;
- Other sensitive information such as racial/ethnic origin, religious or other beliefs, sexual life, criminal proceedings – outcomes and sentences, offences/alleged offences; and
- Financial details: bank account details and other financial information.

#### How we use your personal information

We may use the personal information provided to us to:

- Make decisions about whether to provide insurance and assistance services (such as claim assessment, claim processing and claim settlement);
- Administer the policy, assess and pay claims, and general customer service activities (including complaint resolution and claims disputes);
- Detect, investigate and prevent crime, including fraud and money laundering;
- · Carry out market research and analysis;
- Comply with applicable laws and regulatory obligations (including those outside your country of residence); and
- Market products and services of the AIG Group, unless you have specifically asked us not to in the application.

Sometimes, as part of our business operations, decisions are taken about you using automated computer software and systems. These decisions do not involve human input. For example, we use automated decision making to assess your eligibility for insurance and to determine the **premium** amount.

To opt-out of any marketing communications that we may send you, contact us by e-mail at DataProtectionOfficer@aiglife. co.uk or by writing to The Data Protection Officer, AIG Life, 58 Fenchurch Street, London, EC3M 4AB. If you opt-out, we may still send you other important service and administration communications relating to the services which we provide to you from which you cannot opt-out.

#### Where we may get personal information from

We may get personal information about the person covered or the **owner of the cover** from them, their financial adviser, or from other sources - for instance their doctor.

We may ask their doctor for information before we offer **cover**. We may also get a report from their doctor or telephone them for more information after the **cover** has started. If we find that we have been given incomplete, inaccurate or false information, we do not receive the report from their doctor or they are unavailable for interview, we reserve the right to cancel the **cover** within 13 weeks.

#### Who we will share personal information with

We may share personal information about the person covered or **owner of the cover** solely for the purposes listed above in 'How we use your personal information' with certain named third parties. These third parties are:

- AIG Group companies: AIG Life Limited is a member company of American International Group, Inc. As such, we have group companies throughout the world, both inside and outside Europe (for example, in the USA);
- Our reinsurers (a list of these reinsurers can be provided on request);
- Our external third party service providers (including medical screening service providers);
- Their financial adviser;
- Their own doctor and other medical consultants;
- Legal and regulatory bodies;
- · Law enforcement and fraud prevention agencies; and
- Other insurance companies or organisations.

#### International Transfer of personal information

Due to the global nature of our business, personal information may be transferred to parties located in other countries (including the USA, China, Mexico, Malaysia, Philippines and Bermuda) that have data protection regimes that are different to those in the country where you are based, including countries which have not been found to provide adequate protection for Personal Information by the European Commission.

When making these transfers, we will take steps to ensure that your personal information is adequately protected and transferred in accordance with the requirements of data protection law.

#### Security of personal information

Appropriate technical and physical security measures are used to keep your personal information safe and secure. When we provide personal information to a third party (including our service providers) or engage a third party to collect personal information on our behalf, the third party will be selected carefully and required to use appropriate security measures to protect the confidentiality and security of personal information.

#### Your rights

You have a number of rights under data protection law in connection with our use of your personal information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access personal information, a right to correct inaccurate data, a right to erase data or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of your personal information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator.

Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

#### Privacy notice

For full details on how we use personal information, how we maintain the security of personal information, who we share personal information with, the data protection rights available to individuals in the European Economic Area (EEA), and who to contact in the event of any queries, please refer to our full privacy notice which can be found on our website (www.aiglife.co.uk/privacy-policy).

Alternatively, you may request a copy by writing to The Data Protection Officer, AIG Life, 58 Fenchurch Street, London, EC3M 4AB or by email at DataProtectionOfficer@aiglife.co.uk

### **D6** Taxation, laws and regulations

This contract between you and AIG Life Limited, and any dispute or claim arising out of or in accordance with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and interpreted in accordance with the **laws**.

By taking out this contract, the **owner of the cover** agrees to submit to the exclusive jurisdiction of the courts of England and Wales if there is ever a dispute between them and AIG Life Limited. **Laws** may change in future and AIG Life Limited cannot be held responsible for any information given or any changes in tax provisions or legislation.

**Benefit(s)** payable under this **cover** are normally free from Income Tax and Capital Gains Tax for **UK** residents provided the relevant conditions are satisfied. This may change if the law changes.

Professional guidance should be sought before any type of assignment or changed ownership is undertaken.

We cannot advise whether a trust is suitable in any particular circumstances or give tax advice in relation to the use of trusts and would recommend that you take professional advice before setting up a trust.

**Cover** held by the **trustee(s)** of a trust should not normally form part of the estate of the person covered for Inheritance Tax purposes. There is a potential Inheritance Tax charge when **benefit(s)** are paid out of a trust (known as 'exit charges') or on every tenth anniversary of the creation of the trust (known as 'periodic charges'). This applies to **UK** residents only.

If there is any change to tax and other **laws**, or State Benefits, AIG Life Limited may change the terms and conditions set out in the **cover** documents in order to comply with such **laws**.

#### **D7** Contract

The contract between the **owner of the cover** and AIG Life Limited consists of:

- any information provided by the person covered or the owner of the cover in their application and any subsequent information they have provided;
- these terms and conditions, which we may amend from time to time:
- any additional terms and conditions detailed in the Cover
   Summary that we send when the cover starts; and
- any additional terms and conditions detailed in any subsequent Cover Summary.

The contract between the **owner of the cover** and AIG Life Limited as described above constitutes the entire agreement and understanding between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

If there is a conflict between these terms and any of the terms set out in the **Cover Summary**, the terms set out in the **Cover Summary** will take precedence.

If any court finds that any provision of the **Cover Summary** or any other document embodying the contract between the **owner of the cover** and AIG Life Limited (or part thereof) is invalid, illegal or unenforceable that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the **Cover Summary** or any other document embodying the contract between the **owner of the cover** and AIG Life Limited shall not be affected.

#### **D8** Misstatement of age

If, after the **cover** is taken out, we learn that the person covered has a different date of birth than the one originally stated by you, this will impact on the **premium** and/or **sum assured** of their **cover**.

In some cases, this may affect their right to the **cover** and your **cover** may be cancelled. It may also affect how we have interpreted medical evidence, which may result in a claim not being paid or the **sum assured** being reduced.

#### **D9** Complaints

If the **owner of the cover**, the person covered or any person to whom the **benefit** of the **cover** has been assigned has a complaint, they can contact our customer care team as detailed on page two of this document.

We will try to resolve complaints as quickly as possible. If we can't deal with a complaint promptly, we will send a letter to acknowledge it and then give regular updates until it is resolved.

We are committed to resolving complaints through our own complaints procedures. However, if a matter cannot be resolved satisfactorily, the person with the complaint may be able to refer it to the Financial Ombudsman Service.

The Financial Ombudsman Service helps settle disputes between consumers and financial firms. Their service is independent and does not cost anything. They can decide if we have acted wrongly and if the person with the complaint has lost out as a result. If this is the case they will tell us how to put things right and whether we have to pay compensation.

If a complaint is made, we will send a leaflet explaining more about the Financial Ombudsman Service. The leaflet is also available at any time on request. Alternatively, the Ombudsman can be contacted at the following address:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR.

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landlines) or 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers). If calling from outside the **UK**, please call +44 20 7694 0500.

Email: complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

If a complaint is made, it will not affect the right to take legal proceedings.

### **D10** If we cannot meet our liabilities

The Financial Services Compensation Scheme (FSCS) is designed to pay compensation if a firm is unable to pay claims, because it has stopped trading or been declared in default.

Before looking to pay compensation, the FSCS will first see if they can arrange for your current policy to be maintained. They may arrange for your policy to be transferred to another insurer or provide a new policy. If this is not possible, the FSCS aims to provide compensation.

Most of our customers, including most individuals and small businesses, are covered by the FSCS.

Whether or not you can claim, and the amount you could claim, will depend on the specific circumstances of your claim. The FSCS will pay 100% of the value of the claim. There is no upper financial limit on the amount of the payment.

You can find out more about the FSCS, including eligibility to claim, by visiting its website www.fscs.org.uk. Alternatively, you can contact the Financial Services Compensation Scheme at the following address:

Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Telephone: 0800 678 1100 or 020 7741 4100. If calling from outside the UK, please call +44 20 7741 4100. Email: enquiries@fscs.org.uk

Please be aware that the rules of the FSCS may change in the future, or FSCS may take a different approach on their application of the above, depending on the circumstances.

#### **D11** Assignment

If the **owner of the cover** assigns any of their legal rights under the **cover** to someone else, (including any assignment to the **trustee(s)** of a trust), we must see notice of the assignment when a claim is made. This notice must be sent to: AIG Life Limited, PO Box 12010, Harlow CM20 9LG

An assignment could take place when they are using the **cover** as security for a loan.

#### **D12** Rights of third parties

No term of this contract is enforceable under the Contracts (Right of Third Parties) Act 1999 by a person who is not party to this contract. This does not affect any right or remedy of a third party which may exist or be available otherwise than under that Act.

The **owner of the cover** and AIG Life Limited are the parties to the contract.

### **D13** Disclosure confirmation and verification

The person covered will be asked to provide details of their health and personal circumstances. The person covered and the **owner of the cover** must provide full, honest and accurate answers to all questions asked. Furthermore, subject to what we say in section 'Telling us about changes to personal details', we must be told immediately if the information in the **Application Details** is not correct as this may affect the **cover**.

The information provided to us by the person covered is confidential and we will not disclose it to the **owner of the cover** without their permission. We will send to the person covered details of their answers and a copy of their **Application Details**, and ask them to advise us of any corrections or additions they wish to make. If they do not answer our questions fully and honestly, this may result in us refusing any future claim.

We will provide the **owner of the cover** and the person covered with a **Cover Summary** which will include information on any exclusions made as a result of the health information provided by the person covered.

We may select the application for a disclosure check. To complete the check, we will either obtain a report from the doctor of the person covered, or call them for further information or perform data checks. If we have selected it for a check, the person covered must give permission for us to contact their doctor if required, and use all reasonable endeavours to ensure we are able to complete the check. If we have requested any additional information from the **owner of the cover** or person covered they must provide it within 30 days.

If they do not respond to a request from us within 13 weeks for medical evidence or 30 days for other information, we will cancel the **cover**.

#### **D14** Fconomic sanctions

We will not be responsible or liable to provide **cover** (including payment of a claim or provision of any other **benefit**) under this policy if we are prevented from doing so by any economic sanction which prohibits us or our **Parent Company** (or our **Parent Company's** ultimate controlling entity) from providing **cover** or dealing with you under this policy.

Economic sanctions change from time to time and can include prohibiting the transfer of funds to a sanctioned country, freezing the assets of a government, the corporate entities and residents of a sanctioned country, or freezing the assets of specific individuals or corporate entities. This means that if you, or any third party who has suffered a loss which would otherwise be covered under the **cover**, are the subject of an economic sanction, we may not be able to provide **cover** under the policy.

#### **D15** Restricted persons

This **cover** will not cover any injury, loss or expense sustained directly or indirectly by any person covered who is a member of a terrorist organisation, narcotics trafficker, or seller of nuclear, chemical or biological weapons.

#### Section E

### **Definitions**

An explanation of the terms we use across AIG Care Cover with Whole of Life Insurance (please note these definitions are not case sensitive).

#### Active

The **cover** has started, **premiums** are up-to-date and we have not written to the person covered or the **owner of the cover** to tell them that they are no longer covered.

#### AIG Group

Any wholly or partly owned, direct or indirect subsidiary of American International Group, Inc.

#### **Application Details**

A copy of all the information provided by the person covered and (if applicable) the **owner of the cover** in the application.

We must be told immediately if the information in the Application Details is not correct as this may affect the **cover**.

#### Assignee

A person to whom this **benefit(s)** is legally transferred.

#### Assistive devices

These are tools, products or equipment that can be used to help overcome illness, handicap or injury when performing activities such as washing, dressing, feeding, continence, mobility and transferring.

#### **BACS**

A scheme for the electronic processing of direct debits and direct credits.

#### Benefit

Any payments the claimant receives from AIG Life Limited.

#### Care cover

There are two ways to meet our care cover criteria:

 Permanent and irreversible failure of three or more stated activities

This criterion is used by us to assess whether you will be able to live independently ever again. Sometimes permanence can be established immediately. Sometimes it can be assessed after sufficient time has elapsed to be able to reasonably ascertain permanence.

A claim for care cover can be submitted if the person covered suffers from permanent and irreversible failure to be able to perform three or more of the activities listed below even with the use of **assistive devices**, where practical. This is irrespective of whether these have yet been purchased and made available.

#### Washing

The ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.

#### Dressing

The ability to put on, take off and secure essential everyday garments, and if needed, artificial limbs or other surgical appliances.

#### Feeding

The ability to feed oneself once food has been prepared and made available.

#### Continence

The ability to control the bladder or bowel functions.

#### Mobility

The ability to move indoors from room to room on level surfaces.

#### **Transferring**

The ability to move from a bed to an upright chair or wheelchair and vice versa.

Or

#### 2. Severe cognitive impairment

Severe cognitive impairment is defined as a permanent and irreversible deterioration or loss in intellectual capacity that places a person at risk of harming him or herself or others. This requires them to have substantial supervision by a responsible adult, meaning they require continual monitoring by another person (which may include cueing by verbal prompting, gestures, or other demonstrations) to protect them from threats to their health and safety.

This deterioration or loss of intellectual capacity is measured by clinical evidence and standardised tests which reliably measure impairment in all of the following:

- short or long-term memory;
- orientation to people, places or time; or
- deductive or abstract reasoning.

In all cases, care cover claims must be confirmed by appropriate medical evidence.

#### Care cover benefit

The amount we would pay for a successful care cover claim on AIG Care Cover with Whole of Life Insurance. This is set at 75% of the **sum assured**.

#### Channel Islands

The Island of Jersey and the Island of Guernsey.

#### Child

Anybody between 30 days and 21 years old who is:

- a natural child of the person covered or their partner; or
- legally adopted by the person covered or their partner; or
- a legal stepchild of the person covered following their marriage or civil partnership.

#### Claimant

The person(s) legally entitled to claim the **benefit(s)** under the **cover(s)**. This may be the **owners(s)** of the **cover**, **trustee(s)** on behalf of the trust and for the **benefit** of the beneficiaries, **assignee(s)** or legal representatives of the **owner(s)** of the **cover's** estate.

#### Consultant

A consultant doctor who:

- specialises in an area of medicine appropriate to the cause of the claim;
- is employed at a hospital in an eligible country; and
- is treating the person covered for their condition.

All diagnoses made by a consultant must be confirmed by our Consultant Medical Officer.

#### Cover/covers

Any policy provided by AIG Life Limited.

#### **Cover Summary**

This is a document we send to the person covered or to the **owner of the cover** once we have agreed to offer them a cover. It explains any special conditions which apply to the **cover**, for example if there are any illnesses which are usually part of the **cover** but which we can't cover them for, and whether or not they have the automatic right to ask for an increase in the **sum assured** should their circumstances change.

#### Daily activities

These are the things people need to do in everyday life. We refer to these as **work tasks**. See **work tasks** for further information.

#### Eligible country

An eligible country is one of the following: Australia, Austria, Belgium, Canada, **Channel Islands**, Cyprus, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hong Kong, Hungary, Iceland, Ireland, Isle of Man, Italy, Japan, Luxembourg, Malta, The Netherlands, New Zealand, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, Switzerland, **UK**, USA.

#### Incapacitated

There are three different ways we define incapacitated in relation to the person covered.

These are based on their ability to do:

- their own occupation the kind of job they did before they had to stop work;
- 2. their **suited occupation** the kind of job they could do;
- 3. their **work tasks** (also known as **daily activities**) the things people need to do in everyday life.

Which of these three definitions applies to the person covered depends on:

- whether they are in paid work; and
- what kind of work they do.

The **Cover Summary** shows which definition applied to the person covered when the **cover** was taken out. If their circumstances change, a different definition may apply. For instance, if the person covered is under 70 and not in paid **work** when they become incapacitated, a **work tasks** definition will apply.

In all cases, the incapacity must be confirmed by appropriate medical evidence and agreed by our Consultant Medical Officer.

#### Inflation

Inflation is the rise in the general level of prices in goods and services over a period of time. As inflation rises, the real value of your money, and the **benefit(s)** provided by your **cover**, may fall because you may be able to afford less with the same amount.

#### Joint life

**Cover** for two people with the **benefit** payable once.

#### Joint life first event

A **cover** where the **benefit** is paid when one of the persons covered dies, is diagnosed with a **terminal illness** or meets our criteria for **care cover**.

#### Joint life second event

A **cover** where the **benefit** is paid when both of the persons covered have either died, been diagnosed with a **terminal illness**, or meet our criteria for **care cover**.

#### Laws

The law of England and Wales.

#### Occupation

A trade, profession or type of **work** undertaken for profit or pay. It is not a specific job with any particular employer and is independent of location and availability.

#### Own occupation

The person covered is not doing any paid **work** and has been diagnosed with an illness, injury or disability which prevents them from doing the essential duties of their own occupation. The essential duties are those that are normally required for, and/or form a significant and integral part of, the performance of the person's own occupation that cannot reasonably be omitted or modified.

Own occupation means the trade, profession or the 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.

#### Owner(s) of the cover

A person or two persons that enter into a contract for **cover** to insure their lives or the life of another person on the basis of an insurable financial interest in that person.

#### **Parent Company**

The legal entity that owns or controls AIG Life Limited as defined by the laws applicable to the jurisdiction within which the legal entity resides.

#### Partner

Someone the person covered is married to or in a civil partnership with, or someone they have been living with for a minimum of two years as if they were married or in a civil partnership.

#### Premium/premiums

The monthly or annual payment to AIG Life Limited for AIG Care Cover with Whole of Life Insurance.

#### Severe cognitive impairment

see Care cover

#### Single life

Cover for one person.

#### Suited occupation

The person covered is not doing any paid **work** and has been diagnosed with an illness, injury or disability that:

- in the first 12 months following the date they stopped work, totally prevents them from doing the essential duties of their own occupation. The essential duties are those that are normally required for, and/or form a significant and integral part of, the performance of the person's own occupation that cannot reasonably be omitted or modified;
- after they have been off work for more than 12 months, totally prevents them from doing the essential duties of a suited occupation.

A suited occupation means one they could do for profit or pay taking into account their employment history, knowledge, transferable skills, training, education and experience, and is irrespective of location and availability.

#### Sum assured

The amount we would pay for a successful claim in the event of death or **terminal illness** on AIG Care Cover with Whole of Life Insurance.

#### Terminal illness - where life expectancy is less than 12 months

A definite diagnosis by the attending **consultant** of an illness which satisfies both of the following:

- The illness either has no known cure or has progressed to the point where it cannot be cured; and
- In the opinion of the attending **consultant**, the illness is expected to lead to death within 12 months.

A claim will be considered provided it has been submitted while the **cover** is **active**.

#### Trustee

A person, often one of a group, who becomes the legal owner of the trust assets (in this case, the policy and its proceeds) and who has powers to deal with the trust assets in accordance with the terms of the trust and the duties imposed by **law**.

#### UK

The United Kingdom consisting of England, Wales, Scotland, and Northern Ireland.

#### Work

Paid employment or self-employment.

#### Work tasks

The person covered has been diagnosed with an illness, injury or disability which prevents them from doing at least three out of the six work tasks, also known as **daily activities**.

The person covered must need the help or supervision of another person and be unable to perform the work tasks on their own, even with the use of special equipment routinely available to help and taking 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.

#### Bendino

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.

In addition to the above, we will pay the **benefit** where the person covered meets the following definition:

#### Mental failure

A current mental impairment due to an organic brain disease or brain injury supported by evidence of the loss of ability to:

- remember; and
- · reason; and
- perceive, understand and give effect to ideas, which
  causes a significant reduction in mental and social
  functioning, requiring continuous supervision. A Consultant
  Neurologist or Psychiatrist needs to make the diagnosis.

Or

Where the person covered is unable to meet both of the following definitions, or one of the following definitions and one work task:

#### Seeing

The ability to see well enough to read 16-point print using glasses or other reasonable aids

#### Communicating

The ability to:

- Clearly hear conversational speech in a quiet room in their first language; or
- Understand simple messages in their first language; or
- Speak with sufficient clarity to be clearly understood in their first language.

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

