

# VIRGIN LIFE AND CANCER PROTECTION

## YOUR POLICY BOOKLET – LCP1-11.05

### 1 Definitions

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

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

**Cancer cover** is 'Virgin Cancer Cover'.

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

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

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

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

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

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

**Life cover** is 'Virgin Life Cover'.

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

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

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

**Plan** is the *policy* if *you* took out *protection* for just one person. If *you* took out *protection* for two people *we* set up two *policies* under a *plan*. One *policy* provides

*protection* for *you* and the other *policy* provides *protection* for the person who applied with *you*. If there are two *policies* in a *plan* they will remain legally separate from each other at all times. In that case, the *plan* is not a legal entity but is a means to help *us* administer the two *policies*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**You/your** is the *person insured*.

## 2 Your Virgin protection

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

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

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

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

## 3 Length of insurance

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

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

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

## 4 Payments to us

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

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

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

## 5 No cash-in value

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

## 6 Cancellation

If the *policyholder* decides the *policy* isn't what they're looking for and a claim hasn't been made, just send all the *policy documents* back to *us* within 30 days of the 'Policy start date' shown in the *Schedule*. Write to *us* at *our* address shown in section 10 of this *Policy booklet*. *We* will refund any direct debit payments *we've* collected. If the *policy* isn't cancelled, *we* will continue to collect the *payments* due.

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

## 7 Making a claim

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

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

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

## 8 Changes

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

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

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

b) If before the *policy* ends:

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

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

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

## 9 Legals

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

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

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

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

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

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

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

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

## 10 Contacting us

You can write to us at

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

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

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

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

# VIRGIN CANCER COVER BOOKLET

## CC1-11.05

### 1 Definitions

**Actuary** is any person who holds an appointment to *us* in accordance with SUP 4.3.1R of the Financial Services Authority Handbook (as may be amended from time to time). If there is more than one such person then we will choose one of them as *our* Actuary.

**Claim percentage** for a *cancer* claim is calculated in section 5 of this *cancer cover booklet*.

**Full cover amount, Initial full cover amount** – one of these amounts will be shown for a *cancer cover* in the *Schedule*.

**Full claim amount** for a *cover* is calculated in section 4 of this *cancer cover booklet*.

**General cancer exclusions** are the circumstances when we won't pay a *cancer* claim and are listed in section 7 of this *cancer cover booklet*. For example, we will not pay if the *type of cancer* was first diagnosed within 90 days of the *start date* of the *cover* or, in the opinion of *our* Principal Medical Officer, you had the onset of symptoms within 90 days of the *start date* of the *cover*.

**New cancer** is defined in section 8 of this *cancer cover booklet*.

**Remaining claim percentage** is the percentage of the *full claim amount* which has not been paid out under previous *cancer* claims. The *remaining claim percentage* is 100% if no claims have been paid, otherwise it has the value we calculate in sections 5 and 9 of this *cancer cover booklet*. The *cover* will end if the *remaining claim percentage* reduces to zero. This will happen if the *claim percentage* for a *cancer* claim is equal to the *remaining claim percentage*, or if you die or if you are diagnosed with a *terminal illness*.

**Review dates** of a *cancer cover* are the 'first review date' shown in the *Schedule* and every fifth anniversary of that date thereafter.

**Same cancer** is defined in section 8 of this *cancer cover booklet*.

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

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

**Types of cancer** are defined in section 6 of this *cancer cover booklet*.

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

### 2 Your Virgin Cancer Cover

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

### 3 Premium reviews

The *premiums* of a Virgin Cancer Cover are reviewable as explained below.

The 'Initial monthly premium' of a *cover* is shown in the *Schedule*. Every five years, before each *review date* of the *cover*, we will review the *premiums* for that *cover*. As a result of a review, the *premiums* for the *cover* that are payable on or after that *review date* may increase, stay the same or decrease.

We will never alter *premiums* just because you are older at a *review date*, because *your* health or lifestyle has changed since the *start date* of the *cover*, or because of any *cancer* claims for you that might have been made.

At the *start date* of the *cover* *our* actuary and *our* reinsurers made assumptions that were intended to last for the whole period of the *cover*. But at each *review date*, *our* actuary and *our* reinsurers will decide whether the assumptions which each last used are still appropriate for the remaining period of the *cover*.

*Our* actuary will only look at the assumptions relating to *our* expectation of the future number, type and timing of cancer, terminal illness and death claims for the following valid reasons:

- new information arising from the analysis of *our* own past claims experience for similar types of policies,
- new information arising from *our* reinsurer's and other insurance companies' past claims experience for similar types of policies,
- new information arising from UK population statistics for cancer and mortality,
- the impact of medical advances and medical practices on future claims including genetic profiling, screening, detection, diagnostic techniques and treatment methods for any of the claim events covered under the *policy*, and
- any event outside *our* control which was unforeseen at the *start date* of the *cover* or since the last *review date* if sooner.

If either the assumptions that *our actuary* now believes are appropriate or the future cost of reinsurance are different from before, *our actuary* will use a fair and reasonable method of calculating the revised *premium*. In calculating that revised *premium*, *our actuary* will only allow for any change in the future cost of reinsurance to the extent that the change arises for the same valid reasons described above. The revised *premium* will not allow for the previous assumptions having been inappropriate at any time before the *review date*. There is no minimum or maximum amount by which the *premium* may increase or reduce.

*We* will write to the *policyholder* at least six weeks before each *review date* to let them know the result of the review. If the *premiums* for a *cover* are due to increase, the *policyholder* may instead write to *us* at least two weeks before the *review date* asking to keep them the same, but reduce the amount of *cover* provided by *us* from the *review date*. Alternatively, the *policyholder* can choose to stop paying the *premiums* altogether in which case the *cover* will end with no cash value.

#### 4 Full claim amount definition

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

- a) 'Level' - the *full claim amount* for the *cover* at the time of the *claim* will be equal to the 'Full cover amount' shown in the *Schedule*.

- b) 'Decreasing' -

- the *full claim amount* at the *start date* of the *cover* will be equal to the 'Initial full cover amount' shown in the *Schedule*, and
- the *full claim amount* at the *time of the claim* will be calculated as follows.

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

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

#### 5 Cash sum if you are diagnosed with a cancer

This section applies if *you* are diagnosed with a *cancer* that *we* agree meets one of the three *types of cancer* defined in section 6 of this *cancer cover booklet*.

- a) Each claim for *cancer* that is made under a *cover* will be subject to:
- the *general cancer exclusions* stated in section 7 of this *cancer cover booklet*,
  - any specific exclusions for *you* stated in the *Schedule*,
  - section 10 of this *cancer cover booklet*,
  - the *time of the claim* being before the *end date* of the *cover* (unless *we* decide otherwise), and
  - parts b) to d) below.
- b) Once *we've* accepted a claim for a particular *type of cancer*, how much *we* pay out under a *cover* is explained in part c) below. It will depend on the *full claim amount*, the *type of cancer*, and whether it is the first, or a second or subsequent *cancer* claim on the *cover*.

For a second or subsequent *cancer* claim on the *cover* it will also depend on whether the claim is for a *same cancer* or a *new cancer*.

*New cancer* and *same cancer* are defined in section 8 of this *cancer cover booklet*. How we decide the *type of cancer*, and more details of how we consider a *same cancer* claim are in part d) below.

- c) The cash sum that we pay out is the *full claim amount* (see section 4 of this *cancer cover booklet*) for the *cover* at the *time of the claim* multiplied by the relevant *claim percentage* from the table below.

If there are *payments* outstanding when we pay a claim, this includes any due for that month which have not yet been paid, we will deduct these from the cash sum calculated above.

At the start of the *cover* the *remaining claim percentage* is 100%. Immediately after we pay any *cancer* claim:

- If it was for a *type 1 cancer* or *type 2 cancer*, we will reduce the *remaining claim percentage* for the *cover* by the *claim percentage* we just used. (For example, if it is a first claim and that claim is for a *type 1 cancer*, the remaining claim percentage would reduce by 10% from 100% to 90%.)

- If it was for a *type 3 cancer*, the *remaining claim percentage* will reduce to 0%.
  - If the *remaining claim percentage* reduces to 0%, the *cover* will end and no further cash sum will be paid under it.
- d) In c) above, we will reasonably determine the highest *type of cancer*, using the definitions in section 6 of this *cancer cover booklet*, that is supported by the medical evidence provided to us:
- If during *our* assessment of a claim, but before completing it, we receive sufficient evidence that we decide supports a *type 1 cancer* claim or a *type 2 cancer* claim, we will pay out a cash sum for the relevant *type of cancer*.
  - If later during that assessment we receive further evidence for the *same cancer* that we decide supports a higher *type of cancer* claim, we will treat that as a separate claim. However, that separate claim will have the same *time of the claim* for the purpose of calculating the *full claim amount*, and a further cash sum will be paid.

Table referred to in 5 c) above

	<i>Type of cancer</i> for this claim		
	<i>Type 1 cancer</i> ( <i>early cancer</i> )	<i>Type 2 cancer</i> ( <i>intermediate cancer</i> )	<i>Type 3 cancer</i> ( <i>advanced cancer</i> )
If this is the first <i>cancer</i> claim	10%	25%	100%
If this is a second or subsequent <i>cancer</i> claim for the <i>same cancer</i>	0%	15% (see note) - if previous <i>same cancer</i> claim was for <i>type 1 cancer</i> ----- 0% - if previous <i>same cancer</i> claim was for <i>type 2 cancer</i>	<i>Remaining claim percentage</i>
If this is a second or subsequent <i>cancer</i> claim for a <i>new cancer</i>	10% (see note)	25% (see note)	<i>Remaining claim percentage</i>

**Note** – we will use the *remaining claim percentage* if it is lower than the *claim percentage* in the above table (this would only occur if at least four *type 1* or *type 2 cancer* claims have already been paid).

- If later after *our* assessment, but before the *cover* ends, we receive further evidence for the *same cancer* that we decide supports a higher *type of cancer* claim, we will treat that as a separate claim for the purpose of calculating the *full claim amount*. That separate claim will have a new *time of the claim*, and a further cash sum will be paid.
- We will not accept a later claim for a *same cancer* in any other circumstance. We may only accept a later claim if it is for a *new cancer*.

## 6 Types of cancer definitions

As explained in section 5 of this *cancer cover booklet*, the cash sum we will pay for a *cancer* claim we accept depends on the *type of cancer*. The three *types of cancer* we use are defined in this section. As cancer is a complex disease, medical terms are used in these definitions.

For each of the three *types of cancer* the term 'malignant tumour' includes leukaemia, lymphoma and sarcoma, except where specifically excluded.

*General cancer exclusions* are listed in section 7 of this *cancer cover booklet*.

### Type 1 cancer (early cancer)

*Type 1 cancer (early cancer)* includes any malignant tumour characterised by the uncontrolled growth of malignant cells, including cancer in situ, but the following are not included:

- all cancers arising in the skin other than malignant melanoma,
- cancer in situ of the cervix, and
- anything in section 7 of this *cancer cover booklet*.

### Type 2 cancer (intermediate cancer)

*Type 2 cancer (intermediate cancer)* includes:

any malignant tumour characterised by the uncontrolled growth of malignant cells and the invasion of tissue, but the following are not included -

- all tumours which are histologically classified as non-invasive or as cancer in situ,

- all tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0,
- all cancers arising in the skin other than malignant melanoma histologically classified as having progressed to at least Clark's Level II and/or has a Breslow thickness that is at least 1.00 mm, and
- anything in section 7 of this *cancer cover booklet*.

Additionally, in the case of breast cancer, *type 2 cancer (intermediate cancer)* includes any malignant tumour of the breast characterised by the uncontrolled growth of malignant cells, including cancer in situ of the breast, but the following is not included -

- anything in section 7 of this *cancer cover booklet*.

### Type 3 cancer (advanced cancer)

*Type 3 cancer (advanced cancer)* includes any malignant tumour characterised by the uncontrolled growth of malignant cells and invasion of tissue that has either:

- originated in the brain, gall bladder, liver, lung, oesophagus, pancreas or stomach, or
- spread beyond its site of origin in that it has spread to regional lymph nodes, invaded into adjacent structures and/or has distant metastases,

but the following are not included:

- all tumours which are histologically classified as non-invasive or as cancer in situ,
- chronic lymphocytic leukaemia unless histologically classified as having progressed beyond Rai Stage 1 or Binet Stage A,
- lymphomas limited to one region of lymph nodes,
- all forms of lymphoma in the presence of any Human Immunodeficiency Virus,
- Kaposi's sarcoma in the presence of any Human Immunodeficiency Virus, and
- anything in section 7 of this *cancer cover booklet*.

## 7 General cancer exclusions

We will not pay a *cancer* claim for a *cover* in any of the following circumstances:

- a) The *type of cancer* was first diagnosed within 90 days of the *start date* of the *cover* or, in the opinion of our Principal Medical Officer, you had the onset of symptoms within 90 days of the *start date* of the *cover*.
- b) The tumour is non-malignant, specifically:
  - all tumours which are histologically classified as non-malignant, as pre-malignant, as benign or as having either borderline malignancy or low malignant potential, or
  - non-malignant conditions that can become malignant including essential thrombocythaemia and polycythaemia rubra vera.
- c) The *type of cancer* arises directly or indirectly from unreasonable failure, in the opinion of our Principal Medical Officer, to seek or follow medical advice.
- d) The claim does not meet the definition of a *type of cancer* as defined in section 6 of this *cancer cover booklet*.

## 8 Other cancer definitions

### New cancer

If, following any *type 1 cancer* or *type 2 cancer* claim that we have paid, a further claim for *cancer* is made we will treat this as a *new cancer* if:

- a) you are diagnosed with a new primary *cancer* arising in a new site, or
- b) you have a primary *cancer* recurring at the same site more than six months after treatment of the previous *cancer* had ended and where the previous *cancer* -
  - was considered to have been successfully treated,
  - no further treatment was considered necessary, and
  - you have attended all the recommended check-ups following the successful treatment.

However, we will not include as a *new cancer* any further occurrence of any bladder papilloma that is classified as cancer in situ.

If you are prescribed drugs or other treatment which is aimed solely at preventing a recurrence of *cancer* (e.g. tamoxifen) we will not consider this as still undergoing treatment for the purposes of determining a *new cancer*.

### Same cancer

If, following any *type 1* or *type 2 cancer* claim that we have paid, a further claim for *cancer* is made we will treat the following as a *same cancer* : an earlier *cancer* for which we have paid a claim that deteriorates, recurs or develops more than one site of malignant cells, and that does not meet the definition of a *new cancer*.

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

This section applies if you die or you are diagnosed with a *terminal illness*.

- a) A claim made under a *cover* will be subject to:
  - any special wording for you stated in the *Schedule*,
  - section 10 of this *cancer cover booklet*,
  - the *time of the claim* being before the *end date* of the *cover* (unless we decide otherwise), and
  - parts b) to d) below.
- b) Once we've accepted a claim, how much we pay out under a *cover* is determined as follows:

### b)1 If no *cancer* claim has previously been paid

If we have not previously paid a *cancer* claim for the *cover*, we will pay a cash sum equal to the *full claim amount* for the *cover* at the *time of the claim*. Section 4 of this *cancer cover booklet* explains what the *full claim amount* is.

### b)2 If a *cancer* claim has been previously paid

If we have *previously* paid a *cancer* claim, we will pay a cash sum equal to the *full claim amount* for the *cover* multiplied by the *remaining claim percentage* for the *cover*, where

- the *full claim amount* is the amount applying at the *time of the claim* explained in section 4 of this *cancer cover booklet*, and

- the *remaining claim percentage* has the value *we* calculated after the last *cancer* claim *we* paid, as explained in section 5 of this *cancer cover booklet*.
- c) If there are *payments* outstanding when *we* pay a claim, this includes any due for that month which have not yet been paid, these will be deducted from the cash sum.
- d) Immediately after *we* have accepted a claim, *we* will reduce the *remaining claim percentage* to zero, the *cover* will end and no further cash sum will become payable under it.
- e) in the event of *your* death *we* receive the original death certificate,
- f) *we* receive *your* original birth certificate,
- g) *we* receive such information about *your* medical history as *we* may reasonably require,
- h) *we* receive the *policy documents* that *we* ask for,
- i) *we* receive such proof as *we* may reasonably require of the legal entitlement of the person making the claim, and
- j) all of a) to i) above proves to *us* that the claim is valid [in *our* reasonable opinion] according to this *cancer cover booklet*.

## 10 Making a claim

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

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

A claim will be subject to the following:

- a) in the event of a *terminal illness* claim, *we* receive notice of it at least eighteen months before the *end date* of the *cover*,
- b) *we* receive, at *our* address shown in your *Policy booklet*, the completed claim form within a reasonable period of time (usually 90 days) from the date *we* sent it out,
- c) *we* receive such information about, and such evidence of, the event or circumstances giving rise to the claim as *we* may reasonably require (*we* will reimburse the claimant's reasonably-incurred expenses if *we* accept the claim),
- d) in the event of a *terminal illness* claim or *cancer* claim, *you* attend such medical examinations by a medical examiner appointed by *us* as *we* may reasonably require (*you* will be given reasonable notice and *we* will pay all expenses incurred),

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

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

- *you*,
- the person making the claim, or
- anyone else connected with the *policy* or claim, have given *us* incorrect information, or *you* didn't give *us* all *material facts* before the *start date* of the *cover*.

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

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

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