Foresters Financial

Terms and Conditions of the Forester Life Mortgage Protection Options Plan

A: Life Benefit

This section applies to *you* if Life Benefit is shown on *your Schedule.*

A1: When *we* pay

We will pay this benefit if, within the cover period, the *life insured*:

- dies, or
- is diagnosed with a *terminal illness* more than one year before the *Expiry Date.*

Whether the *Plan* covers one or two lives, *we* will only pay out for one claim under this benefit.

A2: How much *we* pay

Life Benefit is payable as a lump sum and the cover is either *Level Term* or *Decreasing Term.* The amount and type of Life Benefit is shown on *your Schedule.*

A3: When *we* will not pay a claim

We will not pay a claim under this benefit:

- if the *life insured* dies after the *Expiry Date* or is diagnosed as terminally ill in the 12 months immediately before the *Expiry Date,*
- for *terminal illness* if the *life insured* does not meet *our Plan* definition of *terminal illness,* or
- for *terminal illness* if any medical evidence or other evidence is not supplied when *we* ask for it.

Other sections that apply to Life Benefit: E,F,G,H. Also D if Waiver Of Premium applies to *your Plan.*

B: Critical Illness Benefit

This section applies to *you* if Critical Illness Benefit is shown on *your Schedule.*

B1: When *we* pay this benefit

We will pay this benefit if, within *your* cover period for this benefit, the *life insured* is:

- diagnosed with a *total permanent disability* that meets *our Plan* definition and survives for at least six months, or
- diagnosed with any of the *critical illnesses* that meet *our Plan* definition and survives for at least 30 days. *We* only cover the *critical illnesses we* define in this *Plan* Document and no others.

Whether the *Plan* covers one or two lives, *we* will only pay out for one claim under this benefit.

B2: How much *we* pay

Critical Illness Benefit is payable as a lump sum and the cover is either *Level Term* or *Decreasing Term.* The amount and type of Critical Illness Benefit is shown on *your Schedule.*

B3: When will *we* not pay a claim

We will not pay a claim under this benefit if:

- the *life insured* dies within 30 days of diagnosis of the *critical illness* or within six months of the diagnosis of *total permanent disability*,
- the cover period ceases within 30 days of diagnosis of the *critical illness* or within six months of the diagnosis of *total permanent disability*,
- the *life insured* does not meet *our Plan* definition either for *total permanent disability*, or for one of the *critical illnesses* on *our* list,
- any medical or other evidence is not supplied when *we* ask for it, or
- the claim is a result of any of the following *Excluded Causes:*
  - alcohol or drug abuse,
  - HIV/AIDS (except where specifically included under the *critical illnesses* definition),
  - self-inflicted injury, or
  - war and civil commotion.

Other sections that apply to Critical Illness Benefit: E,F,G,H. Also D if Waiver Of Premium applies to *your Plan.*

C: Combined Life and Critical Illness Benefit

This section applies to *you* if Combined Life and Critical Illness Benefit is shown on *your Schedule.*

C1: When *we* pay this benefit

We will pay this benefit if, within *your* cover period for this benefit, the *life insured*:

- dies, or
- is diagnosed with a *terminal illness* more than one year before the *Expiry Date,* or
- is diagnosed with a *total permanent disability* that meets *our Plan* definition and survives for at least six months, or
- is diagnosed with any of the *critical illnesses* that meet *our Plan* definition and survives for at least 30 days. *We* only cover the *critical illnesses we* define in this *Plan* Document and no others.

Whether the *Plan* covers one or two lives, *we* will only pay out for one claim under this benefit.

C2: How much *we* pay

Combined Life and Critical Illness Benefit is payable as a lump sum and the cover is either *Level Term* or *Decreasing Term.* The amount and type of Combined Life and Critical Illness Benefit is shown on *your Schedule.*

C3: When *we* will not pay a claim

We will not pay a claim for this benefit:

- if the *life insured* dies after the *Expiry Date* or is diagnosed as terminally ill within the 12 months immediately before the *Expiry Date*,
- for *terminal illness* if the *life insured* does not meet *our Plan* definition of *terminal illness,*
- for *critical illness* if the *life insured* does not meet *our Plan* definition either for total *permanent disability*, or for one of the *critical illnesses* on *our* list,
- for *critical illness* if the cover period ceases within 30 days of diagnosis of the *critical illness* or within six months of the diagnosis of *total permanent disability*,
- if any medical or other evidence is not supplied when *we* ask for it, or
- for *critical illness* if it is a result of any of the following *excluded causes*:
  - alcohol or drug abuse,
  - HIV/AIDS (except where specifically included under the *critical illnesses* definition),
  - self-inflicted injury, or
  - war and civil commotion.

Other sections that apply to Combined Life and Critical Illness Benefit: E,F,G,H. Also D if Waiver Of Premium applies to *your Plan.*

D: Waiver Of Premium

This section applies to *you* if Waiver Of Premium is shown on *your Schedule.*

D1: When *we* will waive *your* premiums

We will waive *your* monthly premiums during a period of *incapacity* provided that the *life insured* becomes *incapacitated* for a continuous period longer than six months.

Premiums will be waived from the premium due date after the six month *Deferred Period* has ended.

You should provide written notification of *incapacity* within eight weeks of the diagnosis. Otherwise, commencement of the benefit will be delayed.

D2: When *we* stop waiving *your* premiums

We will stop waiving monthly premiums on the earliest of:

- the date on which the *life insured* ceases to be *incapacitated*,
- the *life insured's* 65th birthday,
- the *Expiry Date* of *your Plan,*
- the *life insured's* death.

D3: When *we* will not waive *your* monthly premiums

We will not waive *your* monthly premium if:

- the *life insured* does not meet *our Plan* definition of *incapacitated*,
- any medical or other evidence is not supplied when *we* ask for it, or
- the *incapacity* is a result of any of the *Excluded Causes.*

D4: Linked claims

A linked claim happens if the *life insured* suffers a recurrence of their *incapacity* within three months of a Waiver Of Premium claim having ended. *We* will treat the further period of *incapacity* as a linked claim and re-start the payments one month after *we* have received written notification, provided that the *life insured*:

- is *incapacitated* from the same cause as the original claim,
- is still working in the same *occupation* at the time the further period of *incapacity* starts, and
- supplies *us* with any medical or other evidence *we* ask for.

Other sections that apply to Waiver Of Premium: E,F,G and H.

E: About claiming *your* benefits and notifying *us* of changes

E1: How to make a claim

1. Request a claim form by contacting *us*. See contact details on the back of the *Plan* Document.
2. Complete the claim form *we* send to *you* and return to *us*.
3. Supply any medical or other evidence *we* request from *you.*

In order to prevent any unnecessary delay in payment of benefit, please notify *us* as soon as *you* believe that *you* may wish to claim.

Please note that claims for waiver of premium cannot be backdated before the date *you* notified *us*.

E2: Evidence *we* require before *we* can pay the benefit

Before *we* can pay any claim *we* will require:

- this *Plan* Document and *Schedule* together with any endorsements issued in connection with the *Plan.* However, *we* will not request this for waiver of premium claims,
- evidence of the *life insured's* age.

In addition *we* will require the following:

for death claims - evidence of death (for example, original UK death certificate).

for critical illness and terminal illness claims - satisfactory medical evidence to support the claim. *We* will decide whether satisfactory evidence has been received after consultation with *our* Chief or Consulting Medical Officer. As a minimum *we* will require confirmation of the diagnosis from *our* Chief or Consulting Medical Officer or from a specialist consultant holding such an appointment at a major hospital within the United Kingdom, Australia, Canada, the European Union, New Zealand, Switzerland or the United States of America. *We* may also require the *life insured* to be examined by a medical examiner appointed by *us* or to undergo medical tests at *our* expense.

for waiver of premium cover claims - evidence:

- of the date that the *incapacity* started, (for example a letter from the *life insured's* employer or doctor), and
- that the *life insured* remains *incapacitated* (for example a disability claim assessment form completed by the *life insured's* doctor).

While waiver of premium is being paid *we* may ask from time to time for evidence that the *life insured* remains *incapacitated*. This may include a medical examination at *our* expense. *You* will be responsible for the cost of producing any other evidence which *we* request.

We reserve the right to stop paying a claim, or not to pay it, if *you* do not provide any evidence *we* ask for, or if at any time *you* provide information which is inaccurate or incomplete.

E3: Who *we* pay the benefit to

We will pay the benefit to the person legally entitled to receive it. Payment will be made only after *we* have received satisfactory evidence of legal entitlement to the benefit.

Normally *we* will pay the benefit to *you.* If payment is made to legal personal representatives, *we* will need to be sent an original Grant of Representation or Confirmation (which *we* will return) before *we* can make payment.

If the *Plan* has been assigned *we* will need to see the original Deed of Assignment before *we* can make payment to the assignee.

If the *Plan* is under trust *we* will need to see the original Trust Deed (and any deeds altering the Trust) before *we* can make payment to the Trustee(s).

E4: Notifying *us* of changes

Please remember to tell *us* (see contact details on the back of the *Plan* Document) of changes to:

- name
- address
- bank account details
- ownership of the *Plan* (the *Plan* being assigned or put under trust)
- the *life insured's* residence or *living abroad.*

F: About premium payments to *your Plan*

F1: When premiums are due

The first premium is due on the *Start date* of *your Plan,* as shown in *your Schedule*, and monthly thereafter. *We* will collect premiums by direct debit.

The last premium is due on the premium due date immediately before the earlier of:

1. the *Expiry Date* of *your* cover,
2. the *life insured's* death,
3. the date the *Plan* is cancelled.

F2: What happens if premiums are not paid

If *you* do not make *your* first payment, *your Plan* will not start and the *life insured* will not be covered.

If a subsequent premium remains unpaid for more than two months from the date it is due, *your Plan* will be cancelled and *your* cover will cease.

We will write to inform *you* if *your Plan* is cancelled.

F3: Restarting *your Plan*

If *your Plan* is cancelled, *you* may ask *us* to restart it at any time up to 12 months after the first unpaid premium was due, on terms that *we* decide. These will include the repayment of all missed premiums.

You may need to provide *us* with evidence of *occupation*, state of health, smoking habits and pastimes before *we* decide whether to restart the *Plan. We* will write to inform *you* of the evidence *we* require.

F4: Changes to *your* premium payments

Your premium may increase or decrease as a result of any changes to the cover provided by *your Plan.*

Your premium may increase or decrease as a result of a premium review. *We* may undertake a review in any of the following circumstances:

For waiver of premium cover – the *life insured living abroad.*

For critical illness or combined life and critical illness cover – if *we* need to reassess the assumptions *we* have made in calculating *your* current premium. These assumptions include claims levels, *our* expenses, inflation, taxes and the amounts *we* need to hold as financial reserves. *We* reserve the right to change premiums by an amount *we* believe is reasonably necessary if *our* actual or expected experience for these benefits is different to the assumptions *we* have made.
We will write to inform *you* at least 30 days before *we* increase or decrease *your* premium.

G: About increasing and reducing *your* cover

G1: Increasing *your* cover

You may request any of the following increases in cover at any time during the *Plan* term:

- increase an existing benefit,
- add a new benefit.

Increases are subject to upper age limits and a minimum remaining term of five years.

We will normally require medical and/or other evidence before *we* can consider *your* request. However, there are special situations (see G2) where *you* can add or increase benefits without any medical evidence being required.

We reserve the right to decline *your* request or to apply special conditions, restrictions or premiums.

We will recalculate *your* premium to take into account the increase in cover and inform *you* in writing.

G2: Optional increases in benefits without medical evidence

You may ask *us* to increase or add benefits to *your Plan* on the occurrence of certain special events such as childbirth or *marriage.* Subject to the following conditions and limits, these increases can be made without any further medical evidence being required. The benefit increase or addition will take place from the premium due date following *your* request.

We will recalculate *your* monthly premium, on *our* standard terms, to take account of the change in benefits. This calculation will also apply to any Waiver Of Premium cover on *your Plan.*

Which benefits may be increased or added

You may request an increase in Life Benefit, Critical Illness Benefit or Combined Life and Critical Illness Benefit without medical evidence each time the *life insured*:

- *marries* or re-marries,
- gives birth, or becomes the biological and legal father, to a child,
- legally adopts a child, or
- purchases a property as a principal private residence with a mortgage or other loan secured on it. This does not include remortgages.

You may also request an increase in Life Benefit, or (if *you* are covered only for Combined Life and Critical Illness Benefit) for Life Benefit to be added, each time the *life insured*:

- loses existing life cover through expiry of a fixed term life assurance contract which was in force on the day before the *Start Date* and has run its full course, or
- joins a new employer within three months of leaving the old employer, and the new employer's pension scheme has a lower level of lump sum death-in-service benefits than those provided by the previous employer's pension scheme on date of leaving.

Maximum limits for increases or additions without medical evidence.

The maximum increase or addition *you* may request each time one of these events occurs is the lesser of:

- £50,000 as a lump sum benefit,
- 50% of the current benefit.

Conditions applying to increases or additions without medical evidence.

We will not allow increases or additions to benefits without medical evidence:
- if the existing benefit(s) have not been provided on standard terms,
- whilst premiums are being waived,
- if the *life insured* is over age 54,
- within five years of the *Plan Expiry Date,*
- if the *life insured* is *living abroad*, or
- if the request is made more than three months after the event has occurred.

We will require evidence that the event has occurred.

You are limited to a total allowance for increases in benefit on this *Plan* and any other *Plans you* hold with Forester Life.

The total allowance is £100,000 for lump sum benefits.

We may apply a minimum premium to increases or additions.

G3: Reducing *your* cover

You may request a reduction in, or removal of, any of the benefits on *your Plan* at any time. *We* will recalculate the premium to take account of the reduction in cover and inform *you* in writing.

We reserve the right to apply special conditions or restrictions. This may include a minimum premium on *your Plan.*

H: General Terms and Conditions

The *Plan* does not acquire a surrender value under any circumstances. At expiry the *Plan* ceases with no value.

No term or condition in this document can be modified or waived (unless this document expressly provides that it can be) except by an endorsement issued by *us* from *our* registered office and signed by one of *our* authorised officials.

This document and the *Schedule* contain all the Terms and Conditions of the *Plan. We* will not be liable for any condition, claim, statement, warranty or representation, whether express or implied, and whether collateral to this agreement or not, which differs from these Terms and Conditions.

We will satisfy ourselves that any person to whom *we* delegate any of *our* functions or responsibilities under these Terms and Conditions is competent to carry out those functions and responsibilities.

Any requests made in connection with these Terms and Conditions must be made in writing and delivered to *us* at *our* registered office at Foresters House, 2 Cromwell Avenue, Bromley BR2 9BF. *We* will use certain procedures and forms when any change to *your Plan* or any payment is to be made.

We will only make changes or payments when all normal procedures have been complied with.

Requests will become effective on the later of the effective date stated in the request and the day after receipt at *our* Registered Office. *We* will not allow *you* to withdraw or vary any request *you* have made or any notice *you* have given in accordance with these Conditions on or after the date *we* have put it into effect. If the effective day for any calculation or action under any of the Conditions contained in this document is not a working day the effective day will instead be the next working day.

We reserve the right to adjust *your* benefits if the *life insured's* date of birth, *occupation* or smoking status is incorrectly stated to *us* at any time.

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

We will update *our* literature from time to time.

We will always communicate with *you* using the English language.

Disputes

We take the concerns of *our* Planholders very seriously. If at any time *you* have any comments or wish to make a complaint, please write to the Customer Relations Officer at Forester Life, Foresters House, 2 Cromwell Avenue, Bromley, Kent, BR2 9BF. In the unlikely event that *your* complaint cannot be resolved to *your* satisfaction, *you* can write to the Financial Ombudsman Service (FOS), Exchange Tower, London, E14 9SR (telephone 0300 123 9123 or email complaint.info@financial-ombudsman.org.uk or visit www.financial-ombudsman.org.uk). The existence of the FOS or this complaints procedure does not prejudice *your* right to take legal action.

Using *your* Personal Information

We are committed to ensuring *your* privacy and personal information is protected. This notice explains the information *we* may hold, how *we* obtain it and for what purposes, who *we* share it with and why, and the rights *you* have in respect to *your* information. This is further explained in more detail in *our* Privacy Policy.

Personal information is information that identifies *you*, is about *you* and is provided through *your* dealings with *us*. It includes *your* name, address, contact details, date of birth and Forester Life *Plan* details. In addition *we* hold information that *we* use to manage *our* relationship with *you* (contact, complaints and financial information) and information about how *you* interact with *our* website.

In certain circumstances *we* may request and receive sensitive personal information about *you*.

The information *you* provide to Forester Life will be used for setting up and administering *your* Forester Life *Plan*, for communicating with and keeping *you* informed and for maintaining a record of complaints. In addition it will also be used for research and analysis, for marketing of *our* products and services and for compliance monitoring and crime prevention.

We share *your* information with *our* service providers, identity verification services such as credit reference agencies, and other parts of the Foresters organisation. *We* will not disclose any of *your* information to any other body or organisation

except to prevent crime or if required by regulations or any law enforcement organisation.

We will retain *your* information for as long as *you* are a Forester Life Planholder, and in accordance with *our* data retention guidelines and legal and regulatory obligations.

Your rights in relation to the information are set out in *our* Privacy Policy. This is available on *our* website or by request from Customer Services.

The policy provides more detailed information on how to view, correct, withdraw or otherwise change the way *we* use *your* personal information.

If *we* have been unable to satisfy *your* concerns regarding any aspect of the processing or handling of *your* information *you* can contact the Information Commissioners Office on telephone helpline: 0303 123 1113, email visit www.ico.org.uk/global/contact-us/email/ or by post at Information Commissioners Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.

Definitions

Throughout the *Plan* Document there are words and phrases that have special meanings and are shown in italics.

"Activities of daily living" means the six following tasks:

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.

Getting dressed and undressed – the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.

Feeding yourself – the ability to feed yourself when food has been prepared and made available.

Maintaining personal hygiene – the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.

Getting between rooms – the ability to get from room to room on a level floor.

Getting in and out of bed – the ability to get out of bed into an upright chair or wheelchair and back again.

"Critical illnesses" means having been diagnosed with one of the medical conditions or having undergone one of the surgical procedures listed below:

Alzheimer's disease before age 60 – A definite diagnosis of Alzheimer's disease before age 60 by a Consultant Neurologist, Psychiatrist or Geriatrician. There must be *permanent* clinical loss of the ability to do all of the following:

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

For the above definition, the following are not covered:

- Other types of dementia.

Aorta graft surgery – The undergoing of surgery for disease to the aorta with excision and surgical replacement of a portion of the diseased aorta with a graft.

The term aorta includes the thoracic and abdominal aorta but not its branches.

For the above definition, the following are not covered:

- Any other surgical procedure, for example the insertion of stents or endovascular repair.
- Surgery following traumatic injury to the aorta.

Benign brain tumour – A non-malignant tumour or cyst originating from the brain, cranial nerves or meninges within the skull, resulting in *permanent neurological deficit with persisting clinical symptoms*.

For the above definition, the following are not covered:

- Tumours in the pituitary gland.
- Tumours originating from bone tissue.
- Angioma and cholesteatoma.

Blindness – *Permanent* and *irreversible* loss of sight to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in the better eye using a Snellen eye chart.

Cancer – Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue.

The term malignant tumour includes leukaemia, sarcoma and lymphoma except cutaneous lymphoma (lymphoma confined to the skin).

For the above definition, the following are not covered:
- All cancers which are histologically classified as any of the following:
  - pre-malignant;
  - non-invasive;
  - cancer in situ;
  - having borderline malignancy; or
  - having low malignant potential.
- All tumours of the prostate unless histologically classified as having a Gleason score of 7 or above or having progressed to at least clinical TNM classification T2bN0M0.
- Chronic lymphocytic leukaemia unless histologically classified as having progressed to at least Binet Stage A.
- Any skin cancer (including cutaneous lymphoma) other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin).

Coma – A state of unconsciousness with no reaction to external stimuli or internal needs which:
- requires the use of life support systems for a continuous period of at least 96 hours, and
- with associated *permanent neurological deficit with persisting clinical symptoms*.

For the above definition, the following are not covered:
- Medically induced coma
- Coma secondary to alcohol or drug abuse.

Coronary artery by-pass grafts – The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a Consultant Cardiologist to correct narrowing or blockage of one or more coronary arteries with by-pass grafts.

Deafness – *Permanent* and *irreversible* loss of hearing to the extent that the loss is greater than 95 decibels across all frequencies in the better ear using a pure tone audiogram.

Heart attack – Death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:
- Typical clinical symptoms (for example, characteristic chest pain).
- New characteristic electrocardiographic changes.
- The characteristic rise of cardiac enzymes or Troponins recorded at the following levels or higher:
  - Troponin T > 200ng/L (0.2 ng/ml or 0.2 *u*g/L)
  - Troponin I > 500ng/L (0.5 ng/ml or 0.5 *u*g/L).

The evidence must show a definite acute myocardial infarction. For the above definition, the following are not covered:
- Other acute coronary syndromes
- angina without myocardial infarction.

Heart valve replacement or repair – The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a Consultant Cardiologist to replace or repair one or more heart valves.

HIV infection – Infection by Human Immunodeficiency Virus resulting from:
- a blood transfusion given as part of medical treatment;
- a physical assault; or
- an incident occurring during the course of performing normal duties of employment from the eligible *occupations* listed below;

after the start of the *Plan* and satisfying all of the following:
- The incident must have been reported to appropriate authorities and have been investigated in accordance with the established procedures.
- Where HIV infection is caught through a physical assault or as a result of an incident occurring during the course of performing normal duties of employment, the incident must be supported by a negative HIV antibody test taken within 5 days of the incident.
- There must be a further HIV test within 12 months confirming the presence of HIV or antibodies to the virus.
- The incident causing infection must have occurred in the UK.

For the above definition, the following is not covered:
- HIV infection resulting from any other means, including sexual activity or drug abuse.

The eligible *occupations* for an incident occurring during the course of performing normal duties of employment are:
- the emergency services – police, fire, ambulance;
- the medical profession – including administrators, cleaners, dentists, doctors, nurses and porters; and
- the armed forces.

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

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

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

Major organ transplant – The undergoing as a recipient of a transplant from another donor, of bone marrow or of a complete heart, kidney, liver, lung or pancreas, or inclusion on an official UK waiting list for such a procedure.

For the above definition, the following is not covered:
- Transplant of any other organs, parts of organs, tissues or cells.

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

- Amyotrophic lateral sclerosis (ALS)
- Primary lateral sclerosis (PLS)
- Progressive bulbar palsy (PBP)
- Progressive muscular atrophy (PMA)

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

Multiple Sclerosis – A definite diagnosis of Multiple Sclerosis by a Consultant Neurologist. There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least six months.

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

Parkinson's disease before age 60 – A definite diagnosis of Parkinson's disease before age 60 by a Consultant Neurologist.

There must be *permanent* clinical impairment of motor function with associated tremor and muscle rigidity.

For the above definition, the following are not covered:

- Parkinsonian syndromes/Parkinsonism.

Stroke – Death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in *permanent neurological deficit with persisting clinical symptoms*.

For the above definition, the following are not covered:

- Transient ischaemic attack.
- Traumatic injury to brain tissue or blood vessels.
- Death of tissue of the optic nerve or retina/eye stroke.

Third degree burns – Burns that involve damage or destruction of the skin to its full depth through to the underlying tissue and covering at least 20% of the body's surface area.

Traumatic brain injury – Death of brain tissue due to traumatic injury resulting in *permanent neurological deficit with persisting clinical symptoms*.

"Decreasing Term" means cover that reduces yearly, throughout the cover period, as shown in *your Schedule*.

"Deferred Period" means the period during which an insured person must be ill or disabled before *we* will pay any benefit.

"Excluded Causes" means the following:

Alcohol or drug abuse – Inappropriate use of alcohol or drugs, including but not limited to the following:

- Consuming too much alcohol.
- Taking an overdose of drugs, whether lawfully prescribed or otherwise.
- Taking Controlled Drugs (as defined by the Misuse of Drugs Act 1971) otherwise than in accordance with a lawful prescription.

Criminal acts – Taking part in a criminal act.

Flying – Taking part in any flying activity, other than as a passenger in a commercially licensed aircraft.

Hazardous sports and pastimes – Taking part in (or practising for) boxing, caving, climbing, horse-racing, jet skiing, martial arts, mountaineering, off-piste skiing, pot-holing, power-boat racing, under-water diving, yacht racing or any race, trial or timed motor sport.

HIV/AIDS (except where specifically included under the *critical illnesses* definition) – Infection with Human Immunodeficiency Virus (HIV) or conditions due to any Acquired Immune Deficiency Syndrome (AIDS).

Living abroad – Living outside of the United Kingdom, Australia, Canada, the European Union, New Zealand, Switzerland or the United States of America for more than 13 consecutive weeks in any 12 months..

Self-inflicted injury – Intentional self-inflicted injury.

Unreasonable failure to follow medical advice – Unreasonable failure to seek or follow medical advice.

War and civil commotion – War, invasion, hostilities (whether war is declared or not), civil war, rebellion, revolution or taking part in a riot or civil commotion.

"Expiry Date" – the date that cover on *your Plan* ceases.

"Irreversible" means cannot be reasonably improved upon by medical treatment and/or surgical procedures used by the National Health Service in the UK at the time of the claim.

"Incapacitated" / "Incapacity" means any illness or injury arising before age 65 as a result of which the *life insured* is unable either:

- to follow their own *occupation* and is not following any other *occupation*, or
- if the *life insured* is not in an *occupation* at the onset or occurrence of that illness or injury, to perform any three of the *activities of daily living.* The insured person must need the help or supervision of another person and be unable to perform the task on their own, even with the use of special equipment routinely available to help and having taken any appropriate prescribed medication.

"Level Term" means cover that remains constant throughout the cover period, as shown in *your Schedule*.

"Life insured" means the person(s) covered for benefits under this *Plan*, as shown in the *Schedule*, and for whom benefit is being claimed and/or changes to cover applied.

"Living abroad" means living outside of the United Kingdom, Australia, Canada, the European Union, New Zealand, Switzerland and the United States of America, for more than 13 consecutive weeks in any 12 month period.

"Marriage" / "Marries" means a legally recognised *marriage*

including civil partnerships.

"Occupation" means the *life insured's* 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.

"Permanent" / "Permanently" means expected to last throughout life with no prospect of improvement, irrespective of when the cover ends or the *life insured* expects to retire.

"Permanent neurological deficit with persisting clinical symptoms" means dysfunction in the nervous system that is present on clinical examination and expected to last throughout the life of the *life insured*.

To include numbness, hyperaesthesia (increased sensitivity), paralysis, localised weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty in swallowing), visual impairment, difficulty in walking, lack of coordination, tremor, seizures, lethargy, dementia, delirium and coma.

The following are not covered:
- An abnormality seen on brain or other scans without definite related clinical symptoms.
- Neurological signs occurring without symptomatic abnormality, e.g. brisk reflexes without other symptoms.
- Symptoms of psychological or psychiatric origin.

"Plan" means the Forester Life Mortgage Protection Options *Plan* that *you* have applied for and which is evidenced by this document.

"Schedule" means the personal information relating to *your Plan*, including any endorsements which are issued from time to time.

"Start Date" means the date that cover starts on *your Plan*.

"Terminal illness" means a definite diagnosis by the attending Consultant (holding such an appointment at a major hospital in the United Kingdom, Australia, Canada, the European Union, New Zealand, Switzerland or the United States of America) of an illness that 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.

"Total permanent disability" means loss of the physical ability through an illness or injury before age 65 to do at least three of the six *activities of daily living* ever again.

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

The insured person must need the help or supervision of another person and be unable to perform the task on their own, even with the use of special equipment routinely available to help and having taken any appropriate prescribed medication. For the above definition, disabilities for which the relevant specialists cannot give a clear prognosis are not covered.

"We" and *"Us"* mean Forester Life Limited.

"Our" has a corresponding meaning.

"You" means the Planholder and where the context requires the Planholder's assignee(s) or legal personal representative(s). If there is more than one Planholder *"you"* means both Planholders and, where the context requires, the surviving Planholder and the assignee(s) or legal personal representative(s) of the last surviving Planholder.

"Your" has a corresponding meaning.

Unless the context otherwise requires, words in the singular include the plural and vice versa.