

# LivingCare Policy Document

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## Welcome to Universal Provident

Thank you for choosing Universal Provident for your LivingCare insurance. Within this pack you will find all your policy details. Please take time to read through all the documents carefully, checking all your details are correct. Contact us if you have any queries regarding your certificate of cover.

Universal Provident's LivingCare policy is designed to meet the demands and needs of those persons who wish to ensure that they receive a regular income to help towards the cost of care should they become mentally impaired or unable to perform certain activities of daily living.

Universal Provident plans are insurance arrangements underwritten by Personal Assurance Plc and are renewable annually subject to the terms of this policy.

If for any reason you decide not to accept this insurance you have 14 days from the later of the date of receipt of the policy documents or the date on which your cover starts, to return the policy documents to Universal Provident at the address shown at the end of this policy document and confirm that you wish to cancel the cover.

By exercising your right to cancel, you withdraw from the contract of insurance as at the date of such notice. No later than 30 days after the date on which notice of cancellation is received, you will be reimbursed any sums which you have paid in connection with this policy.

If you do not exercise your right to cancel within the cancellation period, the contract will remain in force and all premiums will be payable in accordance with the terms of the policy.

Universal Provident may monitor or record calls between its advisers and customers to ensure a consistent quality of service.

*Universal Provident Limited is an appointed representative of Berkeley Morgan Limited which is authorised and regulated by the Financial Services Authority.*

## Operative Clause

In return for the payment of premium, *we* will pay the *benefit* stated in the Table of Benefits, relating to *your* sustained inability to perform *activities of daily living* or *your* level of *mental impairment*, provided that the *disability commencement date* is within the *policy period*, on the understanding that the application form and declarations form the basis of and are part of this *policy*.

Any words or phrases given specific meaning in the definitions section of this *policy* carry the same meaning wherever they appear.

Signed for and on behalf of Universal Provident Ltd, as agents for Personal Assurance Plc.

A handwritten signature in black ink, appearing to read 'Ken Rooney', with a long horizontal line extending to the right.

Ken Rooney  
Managing Director

## **How To Claim**

### **Phone the Universal Provident helpline.**

If *you* need to claim under this *policy* *you* must first of all call *our* helpline on 0844 8730 900. When *you* phone *us*, please have the following information available:

- \* *your policy* number
- \* details relating to *your disablement*
- \* the *disability commencement date*.

*We* will then be able to discuss the claim with *you* and issue a claim form.

### **When you receive the claim form**

Please complete the claim form in full and return it to *us* with any additional documentation requested. *We* will then request a medical report from *your* medical attendant to enable *us* properly to assess *your* claim.

Once *we* have received the medical attendant's report and any additional information *we* may require, *we* will inform *you* of the validity of *your* claim and, if appropriate, arrange for *benefit* payments to commence at the end of the *deferred period*.

## Definitions

- 1 **Activities of daily living**  
The criteria by which claims for *benefit* under this *policy* will be assessed, being *dressing, feeding, mobility and personal care*.
- 2 **Benefit**  
A benefit that *we* will pay under this *policy* upon *our* verification of *your* disablement.
- 3 **Benefit commencement date**  
The date from which *your* entitlement to *benefit* starts.
- 4 **Commencement date**  
The date shown as such on *your* certificate.
- 5 **Deferred period**  
The period of six months' continuous *disablement* from the *disability commencement date*.
- 6 **Disability commencement date**  
The date on which *you* first suffer *mental impairment* or are first unable to perform a minimum of two *activities of daily living*.
- 7 **Disablement**  
*Moderate* or *severe* disability.
- 8 **Dressing**  
The ability to put on, take off, secure and unfasten all garments without requiring the help of another person. The fastening of stockings and lacing of shoes shall not be considered as *dressing* for the purposes of this *policy*.
- 9 **Expiry date**  
The date shown as such on *your* certificate.
- 10 **Feeding**  
The ability to eat and drink without requiring the help of another person, the food having been cooked and prepared by another person.
- 11 **Insured person (you/your)**  
Anyone described as an insured person on the certificate, who is resident in the *U.K.*
- 12 **Mental impairment**  
The deterioration in or loss of mental capacity which results in the need for continual care or supervision, and:  
a) results from an organic cause; and  
b) is shown by a deterioration in *your* short-term and long-term memory, knowing who and where *you* are, the identity of others, an awareness of time and the ability to solve simple problems and make rational decisions.
- 13 **Mobility**  
The ability to move indoors from room to room on level surfaces or from bed to an upright chair, and vice versa, with or without the aid of a stick, crutch or walking frame, but without requiring the help of another person.
- 14 **Moderate disability**  
The sustained inability to perform two *activities of daily living*. *You* will only be considered unable to perform an *activity of daily living* if:  
a) *you* are unable to perform the *activities of daily living* independently, even with the use of *specialised equipment*; and  
b) *you* require the physical assistance of another person to perform the *activity of daily living*.
- 15 **Notification of claim date**  
The date that *we* are notified of the commencement of any period of continuous disablement.
- 16 **Personal care**  
The ability to wash oneself in a bath or shower and to get into and out of the bath or shower, or to use the toilet to ensure a reasonable degree of personal hygiene, without requiring the help of another person.
- 17 **Policy**  
*Our* contract of insurance with *you*. The policy consists of *your* application form, declarations and the operative clause, definitions, conditions, exclusions, schedule, certificate, table of benefits and any endorsements.
- 18 **Policy period**  
The period between the *commencement date* and the *expiry date*.
- 19 **Pre-existing condition**  
Any disease illness or injury for which:  
a) *you* have received medication, advice or treatment; or  
b) *you* have experienced symptoms;  
in the five years before the start of *your* cover, whether or not the condition has been diagnosed.
- 20 **Renewal date**  
The date shown as such on *your* certificate.
- 21 **RPI**  
The Retail Price Index (all items) as measured by the Office of National Statistics, up to a maximum of 5% per annum.

**22 Severe disability**

The suffering of *mental impairment* or the sustained inability to perform three or more *activities of daily living*. You will only be considered unable to perform an *activity of daily living* if:

a) *you* are unable to perform the *activities of daily living* independently, even with the use of *specialised equipment*; and

b) *you* require the physical assistance of another person to perform the *activity of daily living*.

**23 Specialised equipment**

Any equipment or device approved by *us* to be used by *you* to help *you* perform one or more *activities of daily living*, or to help *you* summon assistance in *your* private residence.

**24 United Kingdom (UK)**

The United Kingdom of Great Britain and Northern Ireland.

**25 We/us/our**

The appointed agents (Universal Provident Ltd) acting on behalf of the insurers (Personal Assurance Plc).

**26 You/your (insured person)**

Anyone described as an insured person on the certificate, who is resident in the *UK*.

## Table of Benefits

	Maximum <i>benefit</i> payable per person per year
Upon assessment of <i>moderate disability</i>	50% of the amount shown as Annual Benefit on <i>your</i> certificate of membership
Upon assessment of <i>severe disability</i>	The amount shown as Annual Benefit on <i>your</i> certificate of Membership

### Notes

1. We will pay *benefit* for any period of continuous *disablement*, starting from the end of the *deferred period*. *Benefit* will not be payable for *disablement* during the *deferred period*.
2. We will pay monthly *benefit* in arrears to *you* or *your* attorney at monthly intervals (or at any other interval agreed between *you* and *us*) starting from the end of the *deferred period*.
3. We will waive all premium due for any period for which *benefit* for *disablement* is payable, provided that:
  - a) premium will not be waived for the *deferred period*, and
  - b) if *you* have paid a premium which covers part of the period for which *benefit* is payable, we will make a proportionate refund of premium, and
  - c) if payment of *benefit* ceases for any reason, premiums will become payable immediately.
4. During any period of continuous *disablement*, the *benefit* payable will be increased annually upon the anniversary of the *benefit commencement date* in line with the annual rate of *RPI* applicable for the period ending three months prior to this anniversary. Upon the cessation of a period of continuous *disablement*, *benefits* will revert to the amount shown in the Table of Benefits.
5. If required, we will meet the cost of providing and installing *specialised equipment* in *your* home, provided that *our* liability for such costs does not exceed the maximum annual *benefit* that *you* are entitled to. All costs incurred by *us* for the provision and installation of *specialised equipment* will proportionately reduce the amount of *benefit* payable to *you* for the remainder of the year (starting from the benefit commencement date).
6. Entitlement to *benefit* under this *policy* shall cease:
  - a) at the end of any period of continuous *disablement*; or
  - b) upon the death of the *insured person*; or
  - c) upon the provision of *specialised equipment*, if such provision results in the cessation of *your disablement*.
7. If *you* suffer a further period of continuous *disablement* from the same cause within six months of the cessation of a previous period of continuous *disablement*, the *deferred period* will be waived.
8. *Benefit* payable to children between the ages of 6 years and 15 years attained will be limited to 50% of the amounts shown in the Table of Benefits.
9. *Benefit* payable under this *policy* may be reduced so that the total amount payable from all similar insurances held by *you* does not exceed £40,000 per annum.

## Exclusions

### 1 Air travel

*Benefit* is not payable under this *policy* for *disablement* resulting from air travel, other than as a fare-paying passenger in a properly licensed aircraft.

### 2 Alcohol drug and substance abuse

*Benefit* is not payable under this *policy* for *disablement* resulting from alcohol, drug or substance abuse or dependency and/or medical conditions directly or indirectly arising from alcohol, drug or substance abuse or dependency.

### 3 Children

*Benefit* is not payable under this *policy* for *disablement* relating to children under the age of six years attained.

### 4 Chemical and nuclear contamination

*Benefit* is not payable under this *policy* for *disablement* directly or indirectly arising from or required as a consequence of chemical contamination or contamination by radioactivity from any nuclear material whatsoever or from the combustion of nuclear fuel.

### 5 Criminal Acts

*Benefit* is not payable under this *policy* for *disablement* resulting from *your own* criminal acts.

### 6 Exposure to danger

*Benefit* is not payable under this *policy* for *disablement* resulting from deliberate exposure to exceptional danger (except in an attempt to save human life).

### 7 HIV/AIDS

*Benefit* is not payable under this *policy* for *disablement* resulting from Human Immunodeficiency Virus (HIV) and/or Acquired Immune Deficiency Syndrome (AIDS), or any syndrome of a similar kind, however it may be named, including any related or associated condition.

### 8 Military Service

*Benefit* is not payable under this *policy* for *disablement* resulting from military, airforce or naval service or operations (other than reserve or volunteer training).

### 9 Pandemics

*Benefit* is not payable under this *policy* for *disablement* resulting from any condition which has been declared as a pandemic by the World Health Organisation.

### 10 Pre-existing conditions

During the first 24 months of insurance, *benefit* is not payable under this *policy* for *disablement* resulting from any *pre-existing condition* or related condition. This is known as the moratorium period.

*Pre-existing conditions* and related conditions will be covered after the moratorium period if *you* have not received any medical advice, medication or treatment for such conditions during the moratorium period.

If at any time during the moratorium period *you* receive any medical advice or treatment for a *pre-existing condition* or related condition, a new two year moratorium period for that *pre-existing condition* and related condition will start from the date of the latest advice, medication or treatment.

A new two year moratorium period will start each time *you* receive advice or treatment for a *pre-existing condition* or related condition until such time as *you* remain free of advice or treatment for that *pre-existing condition* or related conditions for a continuous period of two years.

### 11 Self-inflicted injury

*Benefit* is not payable under this *policy* for *disablement* resulting from intentionally self-inflicted injuries or illness or from suicide attempts.

### 12 War and kindred risks

*Benefit* is not payable under this *policy* for *disablement* directly or indirectly arising from or required as a consequence of;

- a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, riot; or
- b) any act of terrorism.
- c) any act of nuclear, chemical or biological terrorism

or any action taken in controlling, preventing or suppressing or in any way relating to a), b) and/or c) above.  
For the purpose of this exclusion

- i) an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of person, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- ii) nuclear, chemical and/or biological terrorism shall mean an act of terrorism, as defined above, involving the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical agent and/or biological agent during the policy period.
- iii) chemical agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.
- iv) biological agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s), (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants.

## Conditions

### 1 Cancellation - our rights

- a) We may cancel or alter the terms of this *policy* after giving seven days notice in writing to the *insured*, if the *insured* has:
- failed to pay the premium;
  - failed to observe the *policy* terms, including condition 2 below.
  - mis-led us by mis-statement or concealment.
  - failed to act with utmost good faith.
- b) We may cancel or alter the terms of cover for an *insured person* if the *insured person* has:
- failed to observe the *policy* terms.
  - mis-led us by mis-statement or concealment.
  - failed to act with utmost good faith.
  - agreed to an attempt by a third party to obtain money unreasonably to *our* cost.

### 2 Cancellation - your rights

- a) If for any reason *you* decide not to accept this insurance *you* have 14 days from the later of the date of receipt of the *policy* documents or the date on which *your* cover starts to confirm *your* wish to cancel cover. This 14 day cancellation period applies at the original *commencement date* of *your* insurance and at each subsequent *renewal date*.
- b) By exercising *your* right to cancel, *you* withdraw from the contract of insurance as at the date of such notice. No later than 30 days after the date on which notice of cancellation is received, *you* will be reimbursed any sums which *you* have paid in connection with this *policy*.
- c) If *you* do not exercise *your* right to cancel within the cancellation period, the contract will remain in force and all premiums will be payable in accordance with the terms of the *policy*.
- d) If *you* wish to cancel *your policy* at any other time *you* must advise *us* of this in writing. If *you* have made a claim during the current *policy period* *you* will not be entitled to any refund of premium and, if *you* pay by monthly instalments, *you* must continue to pay any outstanding premium for the current *policy period*. If *you* have not made a claim during the current *policy period* *you* will receive a proportionate refund of premium based on the number of complete months between the date of cancellation and the *expiry date*.

### 3 Changes in your circumstances

*You* must inform *us* as soon as possible of any changes in *your* circumstances, which may affect the premium or terms applied under this *policy*. We reserve the right to cancel or alter the premium or terms of the *policy* when we are informed of such changes.

### 4 Children

Children will be removed from this *policy* at the *expiry date* of the *policy period* during which their 21st birthday falls (or their 25th birthday if they remain in full-time education).

### 5 Claims

We will only pay *benefit* for claims submitted under this *policy* if:

- details of the claim on *our* claim form are sent to *us* within two months of the *disability commencement date* (if we are notified of a claim more than two months after the *disability commencement date*, the *deferred period* will be deemed to have started two months prior to the *notification of claim date*); and
- you* provide at *your* own expense all certificates, information and evidence we may require; and
- at the start of any period of *disablement*, *you* return to the *UK* to enable *us* to verify that a period of *disablement* has commenced; and
- during any period of *disablement* *you* shall, as often as we may require:
  - submit to an examination by a medical practitioner appointed by us and/or take whatever tests we may require, at our expense,
  - sign any necessary consent form, subject to the Access to Medical Reports Act, to allow us to obtain the results of any examinations and/or tests,
  - submit to an assessment by an independent counsellor or assessor appointed by us from time to time.
- you* adhere to all medical advice and complete all treatment prescribed; and
- premiums have been paid for the *policy period*; and
- the period of *disablement* falls within a *policy period*. In the event of the cancellation or non-renewal of the *policy* by either *you* or *us*, we will only pay *benefit* for any period of *disablement* before the date of cancellation or non-renewal; and
- we shall be entitled to reassess *your* level of *disablement* at any time, whereupon *your* entitlement to *benefit* may be revised accordingly; and
- you* are resident in the European Community, USA, Canada, Australia or New Zealand during the period of *disablement*.

### 6 Fraud

If there is or has been any fraud, hiding of facts or untrue statements either before or after the *policy* started, we will cancel the *policy* and *you* must refund to *us* any *benefit* which we have paid.

**7 Payment of benefit**

All *benefit* will be paid in Sterling.

**8 Premiums**

Cover under this *policy* shall only apply if the premium required by *us* has been paid in accordance with the Policy Payment Schedule attaching to this *policy* .

**9 Renewal**

Unless cancelled by *you*, *we* may invite renewal of this *policy* for a further twelve months from the *renewal date*. If *we* invite renewal *we* will advise *you* at the time of any changes in terms and/or premiums.

If *you* pay *your* premium by direct debit, *you* authorise *us* to renew *your policy* and to continue to collect premiums in accordance with the renewal terms advised, unless *you* advise *us* to the contrary before the renewal date.

**10 Waiver of terms**

If at any time *we* do not apply or enforce any of the *policy* terms, *we* will not be prevented from doing so in the future.

## Customer Satisfaction

We aim to provide a first class standard of service. However if *you* have a complaint *you* should contact *our* Managing Director at the address shown below. Please give us *your* full name and address and *your* policy or claim number. Full details of the Complaints Procedure are available on request.

The Managing Director  
Universal Provident Ltd  
John Ormond House  
899 Silbury Boulevard  
Central Milton Keynes  
MK9 3XL

Telephone: 0844 873 0902

If *you* are not satisfied *you* may ask the Financial Ombudsman Service to review *your* complaint, without affecting *your* right to take legal action, by contacting:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Telephone: 0800 023 4567

There is a choice of law applicable to this *policy*, but unless agreed otherwise by *us*, English Law will be used.

Making a complaint under this procedure will not affect *your* rights to take legal action.

*Your* insurance is contracted with Personal Assurance Plc, an insurer incorporated in the U.K. and registered in England, number AC001573, having its principal place of business at John Ormond House, 899 Silbury Boulevard, Central Milton Keynes, MK9 3XL. Personal Assurance Plc is regulated by the Financial Services Authority and entered on the FSA register under number 202682.

Universal Provident Limited acts as agent for Personal Assurance Plc in connection with this insurance and holds all premium receipts, premium refunds and claims money as agent for Personal Assurance Plc.

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