Adaptable Life Plan
Terms and Conditions
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Terms and conditions – your contract with us

These terms and conditions and your plan schedule set out the terms and conditions of the Adaptable Life Plan.

Changes or additions to the terms and conditions can only be made by us and we will confirm them in writing from our head office.

If you’ve purchased your plan having had advice from an adviser, we do not authorise your adviser to agree to any changes or additions to these terms and conditions.

The plan is provided by Zurich Assurance Ltd so where we refer to ‘we’, ‘our’, ‘us’ or ‘Zurich’ we mean Zurich Assurance Ltd. Where we refer to ‘you’ or ‘your’ we mean the life or lives assured. Where the plan has been taken out on another person’s life ‘you’ and ‘your’ may also mean the plan owner, where applicable.

In these terms and conditions, where we can use our discretion, make a decision, require information or evidence or use our judgment, then we will do so acting reasonably, proportionately, fairly and in accordance with the law and regulations.

You are responsible for the following:

a) Giving us accurate information when we reasonably ask for it. If you ask us to make a change to your plan, or to the amount of your payment, and we need to ask you some questions to help us consider whether we can agree to your request, you should take reasonable care to answer the questions we ask you honestly and to the best of your knowledge.

b) Letting us know if your name, address or contact details change. Please do this as soon as possible, because otherwise we may send confidential information about you and your plan to your old address.

c) Keeping any passwords secret and the documents relating to this plan safe. You must also let us know straight away if you know about or suspect identity theft.

d) Regularly reviewing your plan and its benefits. You may need to get advice from a financial adviser.

e) If you decide to move to another country outside of the UK, you need to tell us about any change in your residency before the change happens. For more information, please see ‘Moving abroad’ in section 11.

Please keep this booklet in a safe place with your key features document and plan schedule.

We’ve tried to use plain language in this booklet but avoiding all technical terms is difficult. Where we’ve included them, we’ve put a box alongside to explain what we mean.

1. Who can have the plan?

You can take out the plan for yourself or for two people jointly. If the plan covers two people jointly, you can choose to have the life cover paid after one of you has died or after both of you have died.

You must be at least 16 when the plan starts (if the plan covers two people, you must both be at least 16). The maximum age you can be when the plan starts is 83.

If the plan covers two people and will pay out when the first person dies, the maximum age the older person can be is 69. If the plan will pay out when the second person dies, the maximum age the older person can be is 83.

The plan can be taken out on someone else’s life as long as they agree and the plan owner can show that they would suffer financially if the life assured died or is diagnosed with a terminal illness.

You must be resident in the United Kingdom to take out an Adaptable Life Plan. If the plan covers two people jointly this applies to each plan owner.
2. The aim of the plan

The plan is designed to provide a cash sum called ‘life cover’ if you die. The plan pays out earlier if you are diagnosed with a terminal illness. The plan will then end – it only pays out once.

The plan doesn’t have a cash-in value at any time. This means that you will not receive any payment if you cancel your plan after the time limit set out in your key features document (the ‘cancellation period’).

Optional benefits

There are some optional benefits you can choose to include for an extra cost.

- **Waiver of payment benefit**
  This means we will make your payments to the plan for you if you are incapacitated within the meaning of section 4 and as a result you can’t perform your own occupation or any other occupation for which you are reasonably suited by your education, training or experience because of the illness or injury.

- **Indexation benefit**
  This means your cover automatically increases each year and your payments will also increase each year to pay for the higher amount of cover.

For more information on these benefits, please read section 4.

Your plan schedule shows the initial amount of life cover you have, any optional benefits that are included and any specific exclusions we have applied to your plan. These exclusions are in addition to the general exclusions set out in other parts of this booklet. If you are not happy with your plan, you can cancel it within the cancellation period set out in your key features document and we’ll refund any payments you have made. So, if you do not agree to the specific exclusions we have applied, you can cancel your plan. Please see your key features document for information about cancelling your plan.

3. The life cover in more detail

**When we’ll pay the life cover**

We’ll pay the cash sum when you die. We’ll pay the cash sum early if you are diagnosed with a terminal illness. The plan will then end.

**Terminal illness**

An advanced or rapidly progressing incurable illness, where, in the opinion of an attending consultant and in the reasonable opinion of our Chief Medical Officer, your life expectancy is no more than 12 months.

**How much we’ll pay**

Your plan schedule shows the initial amount of life cover we’ll pay. Where the plan covers two people, your plan schedule will say if we pay when one of you dies or when both of you have died.

**When the plan stops**

The plan will stop when we’ve paid the life cover cash sum.

**When we won’t pay**

We won’t pay a life cover claim if:

- you haven’t made all the payments that were due
- you commit suicide within 12 months of the date the plan started or is reinstated. Instead, we’ll refund the payments you made since the date the plan started or was reinstated, or
- the cause of the claim arises from the circumstances stated in any specific exclusions on your plan schedule.

If you have used the special event benefit (see section 6) to increase the cover and you commit suicide within 12 months of the increase, we’ll pay the amount of life cover before the increase and refund the payments you’ve made to pay for the increased cover.

4. The optional benefits in more detail

**Waiver of payment benefit**

If this benefit is shown on your plan schedule, we’ll make your payments to the plan if you are incapacitated and can’t work because of illness or injury for longer than three months (the deferred period). The illness or injury must have started after the plan began and you must be incapacitated from doing the main duties of:
• the job or jobs you were doing at the
time of the injury or start of the illness,
and
• any other job for which you are
reasonably suited by your education,
training or experience.

Incapacity
Incapacity means an injury or illness that
causes you to be unable to do the main
duties of your usual paid job and prevents
you from doing any other job for which
you are reasonably suited by your
education, training or experience.
We’ll interpret ‘incapacitated’ and also
‘disabled’ and ‘disability’ in the same way.

Paid job does not include doing domestic
tasks, for example as a housewife or
househusband, in your own home. If you
are looking after someone else’s house
and being paid to do so, this does count as
a paid job.

We’ll always act reasonably in considering
your claim to be incapacitated.

Deferred period
The deferred period starts when you can’t
work and lasts until we start to pay the
benefit. The deferred period for this
benefit is three months. We won’t make
your payments to the plan during the
delayed period.

You must carry on making payments to the
plan during the deferred period or until we
agree your claim if later. We’ll refund any
payments you make between the end of
the deferred period and when we accept
your claim.

You can only choose this benefit when the
plan starts; you can’t add it later. If you decide
you no longer want to include this benefit,
please write and tell us and we’ll remove it as
long as the new payment amount does not
go below the minimum payment amount.
The minimum payment amount as at
December 2014 is £8 for monthly payments
and £80 for yearly payments. (If your plan has
indexation benefit the minimum payment
amount is £12 for monthly payments and
£120 for yearly payments.) Please ask if you
want to know what it is currently. If we
remove this benefit, you won’t be able to
include it again in the future.

If you make your payments yearly your
payments will reduce from the next plan
anniversary. If you make your payments
monthly your payments will reduce on the
next monthly payment.

If the plan covers two people, you can choose
whether you want to include this benefit for
one person or for both. Waiver of payment
benefit cannot be included if you are 55 or
older when the plan starts.

We’ll remove this benefit from your plan on
the plan anniversary after your 65th birthday.
Your payments will reduce to reflect this.

When we’ll pay the waiver of
payment benefit
We’ll make your payments to the plan if you
are incapacitated from doing the main
duties of the paid job you were doing at the time of
the injury or start of the illness and cannot do
any other job for which you are reasonably
suited by your education, training or experience.

When we won’t pay a waiver of payment
benefit claim
We won’t make your payments to the plan if:

• you haven’t made all the payments that
were due
• you had the illness or injury that caused
the incapacity before the plan started
• the benefit has less than three months
to run
• you weren’t in a paid job when you
became incapacitated
• you have more than one job and you can
still do the main duties of any of them
• you are not continuously disabled
throughout the deferred period
• you are incapacitated from doing the
main duties of your usual paid job or jobs
but you can do another job for which you
are reasonably suited by your education,
training or experience
• the cause of the claim arises from the
circumstances detailed in any specific
exclusions included on your plan schedule
• the claim is caused by or is due to any of
the general exclusions listed below.
General exclusions applying to the waiver of payment benefit

- **Flying**
  Travelling in an aircraft except on a licensed commercial airline.

- **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, underwater diving, yacht racing or any race, trial or timed motor sport.

- **Criminal acts**
  Taking part in any criminal act.

- **Alcohol or drug abuse**
  Including but not limited to the following:
  - The consumption of alcohol where this is a major contributory factor to the injury or illness.
  - Taking an overdose of drugs, whether lawfully prescribed or otherwise.
  - The use of drugs, where this is a major contributory factor to the injury or illness, unless the drugs are prescribed by a qualified medical practitioner and are taken in accordance with that prescription.

- **HIV/AIDS**
  The cause of the claim is due to infection with Human Immunodeficiency Virus (HIV) or conditions due to any Acquired Immune Deficiency Syndrome (AIDS) (unless caught in the UK from a blood transfusion, a physical assault or at work in an eligible occupation).

  The eligible occupations for HIV caught at work are:
  - any occupation which provides accident and emergency, medical, laboratory, phlebotomy, dental or nursing services
  - the police force
  - the prison service.

General exclusions applying to the waiver of payment benefit (continued)

- **Unreasonable failure to follow medical advice**
  Unreasonable failure to seek or follow medical advice.

- **Self-inflicted injury**
  Intentional self-inflicted injury.

- **Terrorism, war and civil commotion**
  Any act of terrorism, war, invasion, hostilities (whether war is declared or not), civil war, rebellion, revolution or taking part in a riot or civil commotion.

**When we’ll stop paying the benefit**

The benefit stops on the earliest of the following events:

- you no longer meet our definition of incapacity
- you return to paid employment
- the plan anniversary after your 65th birthday
- the plan ends following payment of a terminal illness or death claim.

**Indexation benefit**

If this benefit is shown on your plan schedule, your cover will automatically increase each year in line with any increases in the Average Weekly Earnings measure. You can only choose this benefit when the plan starts; you can’t add it later.

Your payments will increase each year to pay for the higher amount of cover. The cost of the extra cover will be based on your age at that time and whether you smoked when the plan started.

We will write and tell you about the increase to your payments at least 15 days before the relevant plan anniversary.
Average Weekly Earnings measure (AWE)

This is the United Kingdom average weekly earnings measure of the whole economy as published by the Office for National Statistics, or any official published average earnings measure that we adopt in its place. This measure replaced the Average Earnings Index.

Your cover will increase by the same percentage as the measure increased over the 12-month period that ended two months before the relevant anniversary of the date you started the plan. Your level of cover will not change if there has been a fall, or no increase, in the measure over this period.

If you decide you no longer want the indexation benefit to apply, please write and tell us and we’ll remove it. If we remove the indexation benefit your payment won’t change and you won’t be able to include indexation benefit again in the future.

5. Making payments

You must make all the payments that are due until a claim is made on the plan. Your plan schedule says how much you need to pay and how often your payments are due.

Your payments are guaranteed which means that the factors we have used to work out the payments for the relevant cover will not change during the life of the plan. Your payments will change if you change the amount of cover or if you have chosen the indexation benefit.

We work out your payments based on the amount of cover you’ve chosen, any extra benefits that are included and whether you smoke.

Your health, activities, or both, may mean you have to make an extra payment for your cover. If this applies to you we’ll include it on your plan schedule.

The first payment is due on the date the plan starts. If this payment is not made, the plan will not provide any cover.

You can make payments monthly or yearly by direct debit. You can also make yearly payments by cheque. If you pay by direct debit, we collect your payments on the first day of the month. If this falls on a weekend or public holiday, we’ll collect your payment on the following working day. If payments are made monthly, they are due on the first day of every month. If they are made yearly, they are due every year on the anniversary of the day the plan started.

Your payments to us will stop when you die or when we pay a terminal illness claim. If the plan covers two people and you have chosen to have the life cover paid after both of you have died, your payments will stop then.

You don’t need to make any payments to the plan if we’re making your payments under the waiver of payment benefit.

If you don’t make a payment when it is due, the plan will continue providing cover for 30 days. At the end of the 30-day period the plan will end and you won’t get any of your payments back. If we accept a claim during this 30-day period under the terms of your plan, we’ll deduct any due payment from the amount we pay.

Although your plan will have formally ended and you will therefore have no rights under the plan, you can ask us to reinstate cover up to 60 days after your plan ended. To help us consider your request, we’ll ask you for details about your health and activities. If we agree to reinstate your plan, you will need to send us a cheque for the payments you have missed.

We do not have to reinstate your plan.

If you use the special event benefit (explained in section 6) to increase your cover, your payments will increase.

If you pay monthly, your cover and payments will increase from the first of the month.

If you pay yearly, your cover and payments will increase from the next plan anniversary. However, you can ask us to increase your cover before the next plan anniversary. If you do so, we’ll ask you to pay for the increased benefits for the rest of the year until the next plan anniversary and your cover will increase from the date you make the increased payment.

If your plan includes indexation benefit, your payments will increase as a result of the increase to your cover.

If you reduce your cover, your payments will reduce. There is no limit to the new level of cover as long as the payment for that level of cover does not go below the minimum payment amount. The minimum payment
amount as at December 2014 is £8 for monthly payments and £80 for yearly payments. (If your plan has indexation benefit the minimum payment amount is £12 for monthly payments and £120 for yearly payments.) Please ask if you want to know what it is currently.

6. How flexible is it?

The plan includes some options that enable you to change your cover if your circumstances change.

**Special event benefit**

The plan may include a special event benefit that enables you to increase your cover following the events listed below without giving us any more details about your health or activities. You must be 54 or younger at the time you want to use the special event benefit for all events except inheritance tax liability increases, when you must be 69 or younger. However, your health or activities or both at the time you applied for your plan may mean we can’t include this benefit in your plan. We’ll tell you on your plan schedule if the special event benefit does not apply to you.

If the plan covers two people, you must both be 54 or younger at the time the special event benefit is used and both have to agree in writing before the benefit can be used. (For inheritance tax liability increases you must both be 69 or younger at the time the special event benefit is used).

Special event benefit events:

- Increasing your mortgage to buy or improve your main home.
- Marrying, but not if you’ve previously been married to, or in a civil partnership with, the same person.
- Entering into a civil partnership, but not if you’ve previously entered into a civil partnership with, or been married to, the same person.
- Divorcing, or dissolving a civil partnership, but not if you’ve previously been married to, divorced from, or have dissolved a civil partnership with, the same person.
- Becoming the natural parent of a child – a multiple birth is classed as one event.
- Legally adopting a child – if you adopt more than one child at the same time, this is classed as one event only.
- Increasing your salary after a promotion or change of job.
- Increasing your inheritance tax liability.
- Changing your business assurance needs if the value of your business increases.
- Ending the business partnership relationship between the two people covered by the plan.

**How much your cover can increase by in total**

You can use the special event benefit on this plan more than once, but the total increase to your cover is limited to £150,000 or the amount of life cover at the start of the plan, whichever is the lower amount.

The limits that apply to each event are shown below. We may increase these limits in the future. You can find out the current limits by asking us.

See section 5 for details of when the increase will take effect.

**Circumstances when the special event benefit may be limited, or not apply**

The special event benefit will not apply if:

- we’ve told you on your plan schedule that the special event benefit does not apply to you, or
- you have any other Zurich plans that also include an option to increase your cover without having to give us any more details about your health or activities, and you’ve already used up all the increase amounts that are available to you by using the options on other plans.

The special event benefit may be limited if:

- you have any other Zurich plans that also include an option to increase your cover without having to give us any more details about your health or activities, and
- you’ve already used part of the amount of the increase that is available to you by using the options on other plans.

For example, if you have already increased another plan by £100,000, then the maximum increase available on this plan would be £50,000.
Circumstances when you can’t use the special event benefit
You can’t use the special event benefit if:

- you are off work due to illness or accident, whether or not you are claiming the waiver of payment benefit
- you’ve been diagnosed with a terminal illness
- you are aged 55 or over, or, if the plan covers two people, either of you is 55 or over, for all events except inheritance tax increases, or
- for inheritance tax increases you are aged 70 or over, or, if the plan covers two people, either of you is 70 or over.

The special event benefit events in more detail

- **Mortgage increases**
The maximum amount by which you can increase your cover is the amount of life cover you had at the start of the plan or £150,000, whichever is the lower amount. However, you won’t be able to increase your cover to more than the total outstanding mortgage. Please write and tell us if you want to increase your cover and include a copy of the lender’s offer letter. We need this no more than 30 days before the mortgage is due to be released to you or within 30 days after the mortgage has been released to you.

- **Marriage, divorce, entering into or dissolving a civil partnership, birth or adoption of a child**
The maximum amount by which you can increase your cover for each of these events is half the level of life cover you had at the start of the plan or £75,000, whichever is the lower amount. If the increase is due to marriage, divorce, entering into or dissolving a civil partnership, or the adoption of a child, you must tell us within 90 days after the relevant event happens (180 days if it’s due to the birth of a child). You will need to provide evidence of the relevant event.

- **Promotion or change of job**
You can increase your cover if your salary increases because of a promotion or change of job. You can increase your cover by the percentage salary increase but only if your salary increase is at least 10%. If your salary increase is less than 10%, you won’t be able to increase your cover. The maximum amount by which you can increase your cover is half the level of life cover you had at the start of the plan or £75,000, whichever is the lower amount. This benefit does not apply if you are self-employed, a controlling director or you are in a position where you can decide the amount of your own salary. We need your request to increase your cover within 90 days from the date the salary increase takes effect. You will need to provide evidence of the salary increase.

- **Inheritance tax**
You can increase your cover up to the amount by which your potential inheritance tax liability has increased. Your potential inheritance tax liability may increase if you receive an inheritance or the value of your estate increases due to inflation, stock market movements, interest paid on your savings or you have had a salary increase. The maximum amount by which you can increase your cover is half the level of life cover you had at the start of the plan, or £75,000, whichever is the lower amount. You will need to provide evidence to support the requested increase.

If the inheritance tax legislation in the United Kingdom changes after your plan starts, the maximum increase amount for inheritance tax increases (see above) won’t apply; instead the amount by which you can increase your cover will be limited only by the increase in your potential inheritance tax liability. This includes an increase to your potential inheritance tax liability that is due to any changes in the rates or bands, but it does not include an increase to your potential inheritance tax liability that is due to the removal of any tax exemption on existing assets. We need your request to increase your cover within 90 days from the date the legislation changes. You will need to provide evidence to support the requested increase.
• **Business assurance**

To use this benefit, you must be an employee or shareholding director in a private limited company, or a member of a partnership.

You can increase your cover if your business assurance needs change. For example:

- the value of, or your interest in, your company or partnership increases
- the value to the business of a key individual increases, or
- further advances are made to an existing commercial loan or you or the business enters into a new commercial loan.

The maximum amount by which you can increase your cover is half the level of life cover at the start of the plan, or £75,000, whichever is the lower amount.

The increase must not be more than:

- the increase in the value of the key individual to the business
- the increase in the value of the company or partnership, or
- the total amount outstanding under a new or increased commercial loan.

Please write and tell us if you want to increase your cover. We need this within 90 days of the date the new or increased loan is made or from when you received a revised valuation of the company or partnership.

You will need to provide evidence to support the requested increase, including financial information to enable us to assess your total business assurance protection needs. If the plan isn’t on the plan owner’s life, we will also need evidence of insurable interest.

### Insurable interest

A person has an insurable interest in a key individual if they would suffer financially if the key individual were to die.

### How we work out your new payment if you increase your cover

If you increase your cover, we work out your new payment based on the rates at the time for your age, and whether you smoked when the plan started.

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**Reducing your cover**

You can reduce your cover. There’s no limit on the new level of cover as long as the new payment for that level of cover does not go below the minimum payment amount. The minimum payment amount as at December 2014 is £8 for monthly payments and £80 for yearly payments. (If your plan has indexation benefit the minimum payment amount is £12 for monthly payments and £120 for yearly payments.) Please ask if you want to know what it is currently. If the plan includes indexation benefit, the indexation benefit will end if you reduce your cover.

If you reduce your cover, we work out your new payment based on the new level of cover.

There may be situations where it would be more appropriate to start a new plan, again without having to give us any more details about your health or activities, instead of increasing or reducing this one. You may need to discuss this with an adviser who can help you decide this based on your circumstances at the time. We can only give you the option to start a new plan if we have a plan available for this purpose at the time.

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7. **Making a claim**

If you need to make a claim, you, or the person dealing with your affairs, should contact us on one of the telephone numbers below.

We’ll provide any claim form we require and it must be completed in full and signed before we can proceed with the claim.

We’ll confirm what information we’ll need from your doctor, consultant or any other third party. We always try to pay all valid claims as soon as possible and we’ll keep you, or the person dealing with your affairs, informed of how the claim is progressing.

<table>
<thead>
<tr>
<th>To claim for</th>
<th>Telephone number</th>
<th>Opening hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Life cover</td>
<td>0370 243 0827</td>
<td>9am to 5pm</td>
</tr>
<tr>
<td>Terminal illness</td>
<td>0370 243 0827</td>
<td>9am to 5pm</td>
</tr>
<tr>
<td>Waiver of payment</td>
<td>0370 243 0827</td>
<td>9am to 5pm</td>
</tr>
</tbody>
</table>
Claiming for the life cover
The person dealing with the claim will need to complete a form we provide. We’ll also need the plan schedule, the death certificate, proof of identity and, where applicable, reasonable evidence that the person dealing with the claim is entitled to claim (for example, a grant of probate showing that he or she is the executor of your estate). They must pay any costs incurred in providing these. There may be other reasonable requirements such as medical evidence and reasonable evidence of death, including cause of death. We’ll tell the person dealing with your affairs what we need when they make a claim.

Claiming for a terminal illness
You will need to complete a form we provide. When we receive your completed form, we’ll tell you what medical evidence we’ll be obtaining and any documents you need to send to us before we can pay the claim. We may ask you to return your plan schedule.

Claiming for the waiver of payment benefit
You must tell us if you have become incapacitated within six months of this happening. If you don’t tell us within this time, we need not backdate your payments to before the date when we were told. However, we will backdate your payments if you give us a satisfactory explanation for the late notification and medical evidence confirms that you have been continuously incapacitated since the date when you first had to stop work.

When we receive your completed claim form, we’ll tell you what medical evidence we’ll be obtaining and any documents you need to send to us before we can pay the claim. You will need to continue making payments to the plan until we agree to pay the claim. Where it is reasonable to do so, based on the medical evidence, we can require you to have further medical examinations or tests which will be carried out by a medical practitioner we provide. If so, we’ll aim to make these as convenient as possible for you and pay the costs. You can claim, within reason, for any expenses you incur as a result of having these extra tests.

We can ask for independent confirmation that any medical treatment is necessary and appropriate.

You must be receiving regular medical care and supervision for your condition and we can ask you or your doctor for medical evidence at regular intervals throughout your claim.

8. Changes we can make to the plan
To the extent that any change is proportionate and reasonably required, we may alter the terms and conditions of your plan, including your payments and benefits, for any of the following reasons:

a) So we can look after your plan more efficiently or effectively, or to reflect changes in technology or insurance industry practice.

b) To take account of a decision by a court, governmental body, ombudsman, regulator, industry body, or similar body anywhere in the world where the decision impacts on us with regard to your plan. Or, where we need to comply with changes to the law, taxation, official guidance, applicable codes of practice, or how we are regulated, including the amount of capital we must hold.

c) If in our reasonable opinion we are at material risk of becoming insolvent and this may be avoided by changing the terms and conditions of your plan and those of other plan owners with similar plans, and the changes are in the interests of our plan owners as a whole.

We’ll write and tell you of any changes to these terms and conditions 30 days before the change where this is reasonably possible. Otherwise we’ll let you know as soon as we reasonably can.

9. General terms
If the ownership of this plan is transferred to someone else, we need to be informed by a ‘notice of assignment’ at our address on page 14. This protects the legal position of the person to whom it is transferred. Notices of assignment must give the date and details of the assignment, including the full name of the person to whom the plan ownership is being transferred.

If the currency of the United Kingdom is replaced by the euro, we’ll change the payments, charges and benefits to euros.

If any of the details you have provided are wrong, we can change the terms of this plan to reflect the correct details.

If you want to make any changes to your plan, please make your request in writing. We also recommend that you confirm with us in writing any issues you discuss with us that are not covered in these terms and conditions or your other plan documents.
Only you (or if you die the person managing your affairs or the person who is entitled to benefit from the plan) can enforce the terms of your plan. We exclude the rights of any other persons under the Contracts (Rights of Third Parties) Act 1999.

10. Law

The plan is governed by the law of England.

We will not provide you with any services or benefits if in doing so we violate any applicable (including UK, EU and USA (Office of Foreign Asset Control)) financial sanctions, laws or regulations. This could result in us having to terminate your plan with us.

This version of the booklet applies from January 2018.

11. Other information

How to complain

If you need to complain, please see the ‘How to contact us’ section.

You can ask us for details of our complaints-handling process. If you are not satisfied with our response to your complaint, you can complain to:

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

Telephone: 0800 023 4567
Email: complaint.info@financial-ombudsman.org.uk
Or visit the website www.financial-ombudsman.org.uk

This service is free to you and you can find out more at any time by contacting the Financial Ombudsman Service. You do not have to accept the decision of the Financial Ombudsman Service and you are free to go to court instead if you wish.

Compensation

If we’re unable to meet our financial obligations in full you may be entitled to help from the Financial Services Compensation Scheme (FSCS). Any compensation you receive will be based on their rules. For this type of plan, the scheme covers 100% of the claim. Please note that for life assurance products the FSCS’s first responsibility is to ensure the cover continues rather than pay compensation.

If you need more information, you can contact the FSCS helpline on 0800 678 1100 or 020 7741 4100, write to the address below or visit the website www.fscs.org.uk.

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

Data protection

Zurich Assurance Ltd is your Data Controller under data protection legislation and is committed to ensuring the way we collect, hold, use and share personal information about you complies fully with the legislation.

This is explained in our data protection statement – see Appendix A.

Moving abroad

This plan is designed for customers who are resident in the United Kingdom.

- We do not provide any tax advice. If you decide to live outside of the United Kingdom after this plan has been issued, we recommend that you obtain independent advice in relation to this plan on the tax consequences of changing your country of residency. We are not responsible for any adverse tax consequences that may arise in respect of your plan and/or any payments made under your plan as a result of you changing your country of residency.

- If you move to another country outside the UK, your plan may no longer be suitable for your individual needs. UK laws or the local laws and regulations of the jurisdiction to which you move may impact our ability to continue to operate your plan in line with these terms and conditions. You must tell us of any planned change in your residency while you have a plan prior to such change becoming effective, if you do not do so this will be a material breach of these terms and conditions and we may terminate the plan as a result.
Conflicts of interest
We make every effort to identify conflicts of interest. A conflict of interest is where the interests of our business conflict with those of a customer, or if there is a conflict between customers of the business. Once identified, we aim to either prevent the conflict or put steps in place to manage it so that it is no longer potentially detrimental to our customers.

We have processes in place to ensure we conduct our business lawfully, with integrity, and in line with current legislation. We operate in line with our conflicts of interest policy, available on request or on our website, which details the types of conflicts of interest that affect our business and how we aim to prevent or manage these. Where we cannot prevent or manage a conflict which may be detrimental to you, we will fully disclose it to you in line with our policy.
How to contact us

If you want to contact us you can phone or write.

Phone: 01793 514514
Monday to Friday 8.30am – 6.00pm.
We may record or monitor calls to improve our service.

Write to:
Zurich Assurance Ltd
Tricentre One
New Bridge Square
Swindon
SN1 1HN
UK

We'd like everyone to find it easy to deal with us. Please let us know if you need information about our plans and services in a different format.

All our literature is available in large print or braille and on audio tape or CD.

If you are a textphone user, we can answer any questions you have through a Typetalk Operator. Please call us on 18001 01793 514514.

Keep in touch
It’s important that we keep in touch so if you change your address or any of your contact details, please let us know.
Appendix A

Who controls my personal information?

This notice tells you how Zurich Assurance Ltd ("Zurich"), as data controller, will deal with your personal information. Where Zurich introduces you to a company outside the group, that company will tell you how your personal information will be used.

You can ask for further information about our use of your personal information or complain about its use in the first instance, by contacting our Data Protection Officer at: Zurich Insurance Group, Tr-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at GBZ.General.Data-Protection@uk.zurich.com.

If you have any concerns regarding our processing of your personal information, or are not satisfied with our handling of any request by you in relation to your rights, you also have the right to make a complaint to the Information Commissioner’s Office. Their address is: First Contact Team, Information Commissioner’s Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

How do you use my personal information?

We and our selected third parties will only collect and use your personal information (i) where the processing is necessary in connection with providing you with a quotation and/or contract of insurance and/or provision of financial services that you have requested; (ii) to meet our legal or regulatory obligations; or (iii) for our “legitimate interests”. It is in our legitimate interests to collect your personal information as it provides us with the information that we need to provide our services to you more effectively including providing you with information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

Examples of the purposes for which we will collect and use your personal information are:

1. to provide you with a quotation and/or contract of insurance;
2. to identify you when you contact us;
3. to deal with administration and assess claims;
4. to make and receive payments;

What personal information will you collect about me?

We will collect and process the personal information that you give us by phone, e-mail, filling in forms, including on our website, and when you report a problem with our website. We also collect personal information from your appointed agent such as your trustee, broker, intermediary or financial adviser in order to provide you with the services you have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. We will also collect information you have volunteered to be in the public domain and other industry-wide sources.

We will only collect personal information that we require to fulfil our contractual or legal requirements unless you consent to provide additional information. The type of personal information we will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

If you give us personal information on other individuals, this will be used to provide you with a quotation and/or contract of insurance and/or provision of financial services. You agree you have their permission to do so. Except where you are managing the contract on another’s behalf, please ensure that the individual knows how their personal information will be used by Zurich. More information about this can be found in the ‘How do you use my personal information’ section.
5. to obtain feedback on the service we provide to you;
6. to administer our site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes;
7. for fraud prevention and detection purposes.

We will contact you to obtain consent prior to processing your personal information for any other purpose, including for the purposes of targeted marketing unless we already have consent to do so.

Who do you share my personal information with?

Where necessary, we will share the personal information you gave us for the purposes of providing you with the goods and services you requested with the types of organisations described below:

- associated companies including reinsurers, suppliers and service providers;
- introducers and professional advisers;
- regulatory and legal bodies;
- survey and research organisations;
- credit reference agencies;
- healthcare professionals, social and welfare organisations; and
- other insurance companies

Or, in order to meet our legal or regulatory requirements, with the types of organisations described below:

- regulatory and legal bodies;
- central government or local councils;
- law enforcement bodies, including investigators;
- credit reference agencies; and
- other insurance companies

How do you use my personal information for websites and email communications?

When you visit one of our websites we may collect information from you such as your email address or IP address. This helps us to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

We use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer. A pixel tag is an invisible tag placed on certain pages of our website but not on your computer. Pixel tags usually work together with cookies to assist us to provide you with a more tailored service. This allows us to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found on our websites.

How do you transfer my personal information to other countries?

Where we transfer your personal information to countries that are outside of the UK and the European Union (EU) we will ensure that it is protected and that the transfer is lawful. We will do this by ensuring that the personal information is given adequate safeguards by using ‘standard contractual clauses’ which have been adopted or approved by the UK and the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy of our security measures for personal information transfers can be obtained from our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN, or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.
How long do you retain my personal information for?

We will retain and process your personal information for as long as necessary to meet the purposes for which it was originally collected. These periods of time are subject to legal, tax and regulatory requirements or to enable us to manage our business.

What are my data protection rights?

You have a number of rights under the data protection laws, namely:

• to access your data (by way of a subject access request);
• to have your data rectified if it is inaccurate or incomplete;
• in certain circumstances, to have your data deleted or removed;
• in certain circumstances, to restrict the processing of your data;
• a right of data portability, namely to obtain and reuse your data for your own purposes across different services;
• to object to direct marketing;
• not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on you;
• to claim compensation for damages caused by a breach of the data protection legislation.
• if we are processing your personal information with your consent, you have the right to withdraw your consent at any time.

We will, for the purposes of providing you with a contract of insurance, processing claims, reinsurance and targeted marketing, process your personal information by means of automated decision making and profiling where we have a legitimate interest or you have consented to this.

What happens if I fail to provide my personal information to you?

If you do not provide us with your personal information, we will not be able to provide you with a contract or assess future claims for the service you have requested.
Please let us know if you would like a copy of this in large print or braille, or on audiotape or CD.