

Critical Illness Cover

Policy Conditions LP71



FRIENDS PROVIDENT

Contents

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Policy Conditions Reference LP63

IMPORTANT NOTE:

Please contact us at the beginning of an illness to ensure that a future claim is not delayed or refused.

See the following section for more information:

Part 3 of the 'Benefit Conditions: Critical Illness and Disability' section

Part 3 of the 'Benefit Conditions: Children's Critical Illness and Disability Benefit' section

Part 3 of the 'Benefit Conditions: Permanent and Total Disability Benefit' section

Part 3 of the 'Benefit Conditions: Waiver of Premium Benefit' section.

Critical Illness Cover

Policy Conditions

General Conditions

1 Plans and Policies

- 1.1 A Critical Illness Plan is identified by a unique Plan Reference Number and consists of one or more separate and independent policies bearing that number on the Policy Schedule.
- 1.2 The following documents read together shall constitute a Policy within the Plan:
- (i) a Policy Schedule;
 - (ii) except insofar as expressly excluded, the General Conditions contained in the Policy Conditions specified by the Policy Schedule as applicable to the Policy; and
 - (iii) the Benefit Conditions stated in the 'Benefit Conditions Applicable' section of those Policy Conditions to be applicable to the Cover or Benefit specified in the Policy Schedule.

2 Premiums

- 2.1 Subject to Condition 2.3 of the 'General Conditions', Premiums are payable as set out in the Policy Schedule but may be altered in accordance with Condition 2 of the 'Benefit Conditions: Premium Reviews' section if 'Premiums are reviewable' is shown in the Policy Schedule. Monthly premiums are due at calendar monthly intervals commencing on the Effective Date and must be paid by direct debit.

3 Non Payment of Premiums

- 3.1 If any premium is not paid as set out in Condition 2 of the 'General Conditions' then the Policy will immediately terminate without payment.
- 3.2 During the following twelve calendar months the Policy may be reinstated. Reinstatement will be subject to production of evidence acceptable to Friends Provident of the state of health of the Life Assured and of any other factors affecting the risk and will be subject to Friends Provident's terms and conditions which apply at the time including payment of all arrears of premium together with an additional amount to be determined by Friends Provident. Details of this additional amount will be advised to the Policyholder at the time of reinstatement.

- 3.3 If 'Premiums are reviewable' is shown in the Policy Schedule and premiums are unpaid at a Premium Review Date, as defined in Condition 1.1 of the 'Benefit Conditions: Premium Reviews' section, reinstatement will be subject to a premium review in accordance with Condition 2 of that section.

4 Surrender Value

- 4.1 This Policy does not acquire a Surrender Value.

5 Payment of Claims

- 5.1 Friends Provident will not be liable to make any payment under the Policy until it has received the Policy Document and such proof as it may require of:

- (i) the happening of the event giving rise to the payment;
- (ii) the title of the person claiming payment; and
- (iii) the age(s) of the Life or Lives Assured;

together with sight of the Life Assured's medical records and such further evidence and information (if any) as is specified in the Benefit Condition under which the payment is claimed.

- 5.2 Except where specifically otherwise provided in these conditions, any amount due under this Policy from Friends Provident shall be payable to the Policyholder(s) or the survivor of the Policyholder(s), the legal personal representatives or assigns thereof.
- 5.3 All money payable to or by Friends Provident shall be payable at the Paying Office stated in the Policy Schedule in the currency of the country in which the Paying Office is situated. The payment or acceptance of payment by Friends Provident at any other place shall not be deemed to have waived the application of this Condition to any subsequent payments.
- 5.4 If a claim is made under the Policy by reason of death and payment of the benefit is, for any reason, delayed beyond the date of death, interest will be added to the benefit due. The amount will be calculated by reference to the period from such date to the date of payment by Friends Provident. The rate of interest allowed will be determined by Friends Provident. Income tax will be deducted from any interest payment in accordance with prevailing legislation.

6 Law and Interpretation

- 6.1 The Policy shall be read and construed in accordance with the Governing Law stated in the Policy Schedule.

6.2 Throughout the Policy where the context allows, words in the singular shall include the plural, the masculine gender shall include the feminine, and vice versa.

7 Assignments

- 7.1 Notices of assignment should be given at the Salisbury Office of Friends Provident.
- 7.2 The Policy shall not be assignable by a minor and Friends Provident shall be under no obligation to take notice of any purported assignment by a minor.
- 7.3 Except where Condition 7.2 of the 'General Conditions' applies the Policy is assignable unless assignment is expressly prohibited by the Benefit Conditions applicable.

8 Changed Circumstances

- 8.1 In the event of a change in the law or in the basis of taxation or statutory levy applicable to Friends Provident or the Policy, then Friends Provident reserves the right to alter the terms of the Policy in such a way as it deems appropriate.

9 Instructions to Friends Provident

- 9.1 Any instructions to be given to Friends Provident are to be given in writing in a form acceptable to Friends Provident by delivering them or sending them to Friends Provident at its Salisbury Office together with any other documents, information or consents which Friends Provident may require.

Benefit Conditions Applicable

The Benefit Conditions applicable to each policy are to be determined in accordance with the following table.

Table of Benefit Conditions Applicable

Benefit Condition	When Applicable
Critical Illness and Disability Benefit	Always applicable
Children's Critical Illness and Disability Benefit	Always applicable
Permanent and Total Disability Benefit	If shown in the Policy Schedule
Waiver of Premium Benefit	If shown in the Policy Schedule
Special Events Option	If shown in the Policy Schedule
Mortgage Increase and Extension Option	If shown in the Policy Schedule
Premium Reviews	If 'Premiums are reviewable' is shown in the Policy Schedule
Table of Default Sums Assured	If any benefit is shown in the Policy Schedule as 'decreasing'
Exclusions	Always applicable

10 Mis-stated Age

- 10.1 If the age of a Life Assured is found at any time to have been understated, the benefits payable under the Policy will be adjusted to such amount as Friends Provident considers would have been the amount available under the Policy had the correct age been given at outset.
- 10.2 If the age of the Life Assured is found to be overstated, Friends Provident will make a refund without interest of those premiums in excess of those which would have been payable if the age had been stated correctly.

11 Rights of Other Parties

- 11.1 Friends Provident and the Policyholder(s) are the parties to each contract evidenced by a Policy within the Plan.
- 11.2 Except where otherwise expressly stated in the Policy (including any endorsement to the Policy) it is not intended to benefit any other person, neither is it intended that any person has any direct or indirect contractual rights other than the parties to the contract.

12 Definitions

- 12.1 For the purpose of this document, HIV and AIDS will have the following definitions:

HIV: Human Immunodeficiency Virus

This is a viral infection caused by the human immunodeficiency virus that gradually destroys the immune system.

AIDS: Acquired Immune Deficiency Syndrome

This is the most serious stage of HIV infection characterised by symptoms of severe immune deficiency.

Benefit Conditions: Critical Illness and Disability Benefit

1 Definitions

- 1.1 If there is more than one Life Assured named in the Policy Schedule, in 'Benefit Conditions: Critical Illness and Disability Benefit' of these Policy Conditions **Life Assured** shall mean the first of them to be diagnosed as contracting or suffering from a Critical Illness or Disability, except in Condition 2.7 of the 'Benefit Conditions: Critical Illness and Disability Benefit' section where it shall mean the last of them to die.
- 1.2 In the 'Benefit Conditions: Critical Illness and Disability Benefit' section of these Policy Conditions **Critical Illness or Disability** shall mean one of the conditions set out in the Schedule of Critical Illnesses and Disabilities at the end of the 'Benefit Conditions: Critical Illness and Disability Benefit' section
- 1.3 In the 'Benefit Conditions: Critical Illness and Disability Benefit' section of these Policy Conditions, **Open Heart Surgery**, means an operation that requires the use of the 'cardiopulmonary bypass' or 'heart-lung machine'. It does not include heart surgery without cardiopulmonary bypass.
- 1.4 In the 'Benefit Conditions: Critical Illness and Disability Benefit' section of these Policy Conditions, **Permanent Neurological Damage** shall mean definite demonstrable symptoms of damage to the central nervous system that are expected to last throughout the lifetime of the Life Assured, irrespective of when the cover ends or the Life Assured retires. These symptoms include numbness, hyperaesthesia (increased sensitivity), paralysis, localised weakness, dysarthria (difficulty speaking), aphasia (inability to speak), dysphagia (difficulty swallowing), visual impairment, difficulty walking, incoordination, tremor, seizures, dementia, delirium or coma. It does not include findings on a scan alone without any residual physical or mental symptoms being present.

2 Benefit

- 2.1 Critical Illness and Disability Benefit is payable if the Life Assured is first diagnosed;
- (i) after the Date Risk Assumed, and
 - (ii) before the expiry date shown in the Policy Schedule, and
 - (iii) before the Policy Anniversary following the 70th birthday of the Life Assured

as contracting or suffering from a Critical Illness or Disability, provided that the requirements of Condition 5 of the 'General Conditions' section and Condition 3 of the 'Benefit Conditions: Critical Illness and Disability Benefit' section are satisfied, none of the exclusions in Condition 4 of the 'Benefit Conditions: Critical Illness and Disability Benefit' section applies, and the Life Assured is living 14 days after the diagnosis.

- 2.2 If 'Critical Illness Cover - Level' is shown in the Policy Schedule, subject to condition 2.8 of the 'Benefit Conditions: Critical Illness and Disability Benefit' section, the amount of Critical Illness and Disability Benefit will be equal to the sum assured, shown in the Policy Schedule.
- 2.3 If 'Critical Illness Cover – Decreasing' is shown in the Policy Schedule and the requirements of Condition 2.5 of the 'Benefit Conditions: Critical Illness and Disability Benefit' section are met, the amount of Critical Illness and Disability Benefit will be equal to the outstanding balance of the Loan Covered limited to the Maximum Sum Assured shown in the Policy Schedule.
- 2.4 The requirements are that:
- (i) there has been no increase in the amount or extension of the term of the Loan Covered;
 - (ii) there are no outstanding payments due under the loan;
 - (iii) the loan repayment method has remained on a principal and interest basis and
 - (iv) the Maximum Sum Assured has not been reduced under Condition 2.8 of the 'Benefit Conditions: Critical Illness and Disability Benefit' section,
- 2.5 If 'Critical Illness Cover - Decreasing' is shown in the Policy Schedule and the requirements of Condition 2.4 of the 'Benefit Conditions: Critical Illness and Disability Benefit' section are not met, subject to Condition 2.8 of the 'Benefit Conditions: Critical Illness and Disability Benefit' section, the amount of Critical Illness and Disability Benefit will be equal to the Default Sum Assured specified in the table forming the 'Benefit Conditions: Table of Default Sums Assured' section of these Plan Conditions.
- 2.6 The amount of Critical Illness and Disability Benefit calculated under Condition 2.2 and 2.3 of the 'Benefit Conditions: Critical Illness and Disability Benefit' section shall be calculated as at the date of receipt by Friends Provident of satisfactory evidence of diagnosis of a Critical Illness or Disability.
- 2.7 An amount of £100 will be payable on the death of the Life Assured within the term of the Policy. In the event of payment being made, the Policy shall cease and no other Benefit will be payable.

2.8 If 'Premiums are reviewable' is shown in the Policy Schedule and, following a premium review under Condition 2 of the 'Benefit Conditions: Premium Reviews' section, Friends Provident increase the premium required for the then current level of Sum Assured and the Policyholder elects under Condition 4.1 of the 'Benefit Conditions: Premium Reviews' section to maintain the level of premium current immediately before the Premium Review, then:

- (i) in the case of Level Cover, the Sum Assured shall be correspondingly reduced, or
- (ii) in the case of Decreasing Cover, the Maximum Sum Assured shall be correspondingly reduced. The Sum Assured shall thereafter be the Default Sum Assured calculated from the table forming the 'Benefit Conditions: Table of Default Sums Assured' section of these Conditions by reference to the reduced Maximum Sum Assured.

3. Claims and Notifications

- 3.1 Premiums must continue to be paid until Friends Provident admits liability for the claim, unless waived under Waiver of Premium Benefit (Benefit Conditions: Waiver of Premium benefit).
- 3.2 Friends Provident must be notified within three months of the diagnosis of a Critical Illness or Disability, or within a longer period if Friends Provident is satisfied that the Critical Illness or Disability is such as to prevent notification being given.
- 3.3 Friends Provident will issue a claim form to the Policyholder. The claim form must be completed and returned to Friends Provident within one month of the date of issue.
- 3.4 Payment of the Benefit will at all times be subject to production of information and evidence satisfactory to Friends Provident. This may include:
 - (i) evidence through examination(s) of the Life Assured by a medical examiner appointed by Friends Provident;
 - (ii) evidence by means of a blood test or other recognised process that, in the event of a claim in respect of lymphoma or Kaposi's sarcoma, the Life Assured is not carrying a Human Immunodeficiency type virus or antibodies to such a virus; and
 - (iii) any other medical investigation considered appropriate by Friends Provident's Chief Medical Officer.
- 3.5 All diagnoses and medical opinions must be given by a Medical Specialist who:
 - (i) holds an appointment as a Consultant at a hospital in the UK

- (ii) is accepted by the Chief Medical Officer of Friends Provident, and
- (iii) whose speciality is appropriate to the cause of claim.

4 Exclusions

4.1 Friends Provident will not pay Critical Illness and Disability Benefit if a claim is directly or indirectly attributable to any of the following as defined in the 'Benefit conditions: Exclusions' section:

- (i) War
- (ii) Self-Inflicted Injury, or
- (iii) Drug Abuse (where the claim is in respect of Coma and Parkinson's Disease).

5 Termination of Policy

5.1 Payment of Critical Illness and Disability Benefit will terminate the Policy and no other Benefit will be payable.

Schedule of Critical Illnesses and Disabilities

(i) Alzheimer's Disease / Pre-Senile Dementia

Confirmation by a Consultant Neurologist or Geriatrician of a definite diagnosis of Alzheimer's Disease/Dementia. The diagnosis must be supported by evidence of progressive loss of ability :

- a) to remember
- b) to reason, and
- c) to perceive, understand, express and give effect to ideas.

The condition must have progressed to the extent that continual supervision and the assistance of another person is required and must be irreversible with no reasonable prospect of there ever being any improvement.

(ii) Aorta Graft Surgery

Undergoing surgery including keyhole surgery for disease of, or trauma to, the aorta needing excision and surgical replacement of a portion of the diseased or damaged aorta with a graft. For this definition, aorta means the thoracic and abdominal aorta but not its branches.

(iii) Bacterial Meningitis

A definite diagnosis by a Consultant Neurologist in the National Health Service of bacterial meningitis resulting in Permanent Neurological Damage. Other forms of meningitis, including viral meningitis, are specifically excluded.

(iv) Benign Brain Tumour

A non-malignant tumour in the brain resulting in Permanent organic deficit to the neurological system. Tumours or lesions in the pituitary gland are not covered.

(v) Blindness

Total permanent and irreversible loss of all sight in both eyes.

(vi) Cancer

A malignant tumour characterised by the uncontrolled growth and spread of malignant cells and invasion of tissue. The term cancer includes leukaemia and Hodgkin's Disease but the following are excluded:

- a) all tumours which are histologically described as premalignant, as non-invasive or as cancer in situ,
- b) all tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least TNM classification T2N0M0,
- c) all forms of lymphoma in the presence of any Human Immunodeficiency Virus,
- d) Kaposi's sarcoma in the presence of any Human Immunodeficiency Virus,
- e) any skin cancer other than invasive malignant melanoma.

(vii) Coma

A state of unconsciousness with no reaction to external stimuli or internal needs, persisting continuously with the use of life support systems for a period of at least 96 hours and resulting in Permanent Neurological Damage.

(viii) Coronary Artery By-pass Surgery

The undergoing of Open Heart Surgery on the advice of a Consultant Cardiologist to correct narrowing arteries with by-pass grafts but excluding balloon angioplasty, laser relief or any other procedures.

(ix) Creutzfeldt-Jakob Disease

Confirmation by a Consultant Neurologist of a definite diagnosis of Creutzfeldt-Jakob Disease.

(x) Deafness

Total permanent and irreversible loss of all hearing in both ears.

(xi) Heart Attack

The death of a portion of the heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:

- a) typical chest pain
- b) new characteristic electrocardiographic changes
- c) the characteristic rise of cardiac enzymes, troponins or other biochemical markers;

where all of the above shows a definite acute myocardial infarction. Other acute coronary syndromes, including but not limited to angina, are not covered under this definition.

(xii) Heart Valve Replacement or Repair

Undergoing heart surgery from medical necessity to replace or repair one or more heart valves.

(xiii) HIV/AIDS by Assault

Infection by a Human Immunodeficiency Virus (HIV) provided:

- a) the infection results directly from a physical assault involving involuntary contact with either a hypodermic needle or an infected sharp instrument or sexual assault (without consent); and
- b) the incident happened in the United Kingdom after the Date Risk Assumed shown in the Policy Schedule and is reported to the police within 5 days; and
- c) a test showing no HIV or antibodies to such a virus is made within 5 days of the incident; and
- d) a positive HIV test occurred within 12 months of the reported incident.

(xiv) HIV / AIDS from a blood transfusion

Infection by a Human Immunodeficiency Virus (HIV) provided that Friends Provident is satisfied that the infection was due to a blood transfusion received in the United Kingdom and given as part of a medical treatment after the Date Risk Assumed shown in the Policy Schedule.

(xv) HIV / AIDS (High Risk Occupation)

The accidental infection by a Human Immunodeficiency Virus (HIV) of a member of the medical or dental professions or emergency services or a prison officer, pharmacist, laboratory assistant or an employee in a medical facility during the course of performing the normal duties of their occupation whilst in the United Kingdom, subject to the following conditions:

- a) The HIV infection is contracted after the Date Risk Assumed shown in the Policy Schedule; and
- b) the incident from which the HIV infection is acquired is reported, investigated and documented according to normal procedures for the Life Assured's occupation; and
- c) a test showing no HIV or antibodies to such a virus is made within 5 days of the incident; and
- d) a positive HIV test occurred within 12 months of the reported incident.

(xvi) Kidney Failure

End stage renal failure presenting as chronic irreversible failure of both kidneys to function, as a result of which either renal dialysis or renal transplant is initiated.

Benefit Conditions: Children's Critical Illness and Disability Benefit

(xvii) Loss of limbs

The permanent physical severance of two or more limbs from above the wrist or ankle joint.

(xviii) Loss of Speech

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

(xix) Major organ transplant

The actual undergoing as a recipient of, or inclusion on an official UK waiting list for, a transplant of a heart, liver, lung, pancreas or bone marrow.

(xx) Motor Neurone Disease

Confirmation by a Consultant Neurologist of a definite diagnosis of Motor Neurone Disease.

(xxi) Multiple Sclerosis

A definite diagnosis by a Consultant Neurologist of Multiple Sclerosis which satisfies both of the following criteria:

- a) there must be current impairment of motor or sensory function, which must have persisted for a continuous period of at least six months;
- b) the diagnosis must be confirmed by diagnostic techniques current at the time of claim.

(xxii) Open Heart Surgery

The undergoing of Open Heart Surgery on the advice of a Consultant Cardiologist within the National Health Service, to correct a structural abnormality of the heart.

(xxiii) Paralysis / Paraplegia

Total irreversible loss of muscle function or sensation to the whole of any 2 limbs as a result of physical injury or physical disease. The disability must be permanent and supported by appropriate neurological evidence.

(xxiv) Parkinson's Disease

Confirmation by a Consultant Neurologist of a definite diagnosis of Parkinson's Disease.

(xxv) Progressive Supra Nuclear Palsy

Confirmation by a Consultant Neurologist of a definite diagnosis of Progressive Supra Nuclear Palsy.

(xxvi) Stroke

A cerebrovascular incident resulting in Permanent Neurological Damage. Transient Ischaemic Attacks are specifically excluded.

(xxvii) Third Degree Burns

Third degree burns covering at least 20% of the body surface area.

1 Definitions

1.1 In the 'Benefit Conditions: Children's Critical Illness and Disability Benefit' section of these Policy Conditions Critical Illness or Disability shall mean one of the following conditions as defined in the Schedule of Critical Illnesses and Disabilities at the end of the 'Benefit Conditions: Critical Illness and Disability Benefit' section of these Policy Conditions and Conditions 1.3 and 1.4 in that section:

- (i) Aorta Graft Surgery
- (ii) Bacterial Meningitis
- (iii) Benign Brain Tumour
- (iv) Blindness
- (v) Cancer
- (vi) Coma
- (vii) Coronary Artery By-pass Surgery
- (viii) Creutzfeldt-Jakob Disease
- (ix) Deafness
- (x) Heart Attack
- (xi) Heart Valve Replacement or Repair
- (xii) HIV/AIDS by Assault
- (xiii) HIV/AIDS from a Blood Transfusion
- (xiv) Kidney Failure
- (xv) Loss of Limbs
- (xvi) Loss of Speech
- (xvii) Major Organ Transplant
- (xviii) Motor Neurone Disease
- (xix) Multiple Sclerosis
- (xx) Open Heart Surgery
- (xxi) Paralysis / Paraplegia
- (xxii) Stroke or
- (xxiii) Third Degree Burns

2 Benefit

2.1 Provided that the requirements of Condition 5 of the 'General Conditions' and Condition 3 of the 'Benefit Conditions: Children's Critical Illness and Disability Benefit' section are satisfied and none of the exclusions in Condition 4 of the 'Benefit Conditions: Children's Critical Illness and Disability Benefit' section applies, Children's Critical Illness and Disability Benefit is payable if a child of the Life Assured (including a child previously legally adopted by the Life Assured) is first diagnosed,

- (i) after the Date Risk Assumed, and
- (ii) after attaining the age of 30 days but before attaining the age of 18 years, and
- (iii) before the expiry date shown in the Policy Schedule, and
- (iv) before the Policy Anniversary following the 70th birthday of the Life Assured,

as contracting or suffering from a Critical Illness or Disability and survives for 14 days after the first diagnosis.

2.2 The amount of Children's Critical Illness and Disability Benefit will be the lesser of £20,000 and 50% of the Critical Illness and Disability Benefit which would have been payable under Condition 2 of the 'Benefit Conditions: Critical Illness and Disability Benefit' section if the Life Assured had been diagnosed on the same date as suffering from a Critical Illness or Disability.

3 Claims and Notifications

3.1 Friends Provident must be notified within three months of the diagnosis of a Critical Illness or Disability.

3.2 Friends Provident will issue a claim form to the Policyholder. The claim form must be completed and returned to Friends Provident within one month of the date of issue.

3.3 Payment of the Benefit will at all times be subject to production of information and evidence satisfactory to Friends Provident. This may include evidence through examination(s) of the child by a medical examiner appointed by Friends Provident, a blood test, or any other medical investigation considered appropriate by Friends Provident's Chief Medical Officer, and sight of medical records concerning the child.

4 Exclusions

4.1 Friends Provident will not pay Children's Critical Illness and Disability Benefit if a claim is directly or indirectly attributable to any of the following as defined in the 'Exclusions' section:

- (i) War
- (ii) Self-Inflicted Injury, or

(iii) Drug Abuse (where the claim is in respect of Coma)

4.2 Friends Provident will not pay a claim under the Children's Critical Illness and Disability Benefit when the Critical Illness or Disability is directly or indirectly attributable to a pre-existing condition. This means a condition, illness, disease or related condition, whether diagnosed or not, which is already present whether or not there are symptoms:

- (i) before the commencement of the Policy; or
- (ii) before the child has attained 30 days of age; or
- (iii) before the child is legally adopted by the Life Assured.

4.3 The Benefit is payable only once in respect of any child and is payable in respect of a maximum of three children. After payment in respect of a third child this Benefit will cease.

4.4 This Benefit or any similar Benefit will not be included in any further policies of this type effected on the life of the Life Assured.

Benefit Conditions: Permanent and Total Disability Benefit

1 Definitions

1.1 The Policy Schedule states which of Conditions 1.2 and 1.3 of the 'Benefit Conditions: Permanent and Total Disability Benefit' section will apply if the Life Assured becomes permanently disabled whilst in Full Time Employment. If the Life Assured becomes permanently disabled whilst not in Full Time Employment, Condition 1.3 of the 'Benefit Conditions: Permanent and Total Disability Benefit' section will always apply.

1.2 In the 'Benefit Conditions: Permanent and Total Disability Benefit' section of these Policy Conditions Permanently Disabled means that the Life Assured, before the earlier of the expiry date shown in the Policy Schedule and the Policy anniversary following their 60th birthday, is totally and permanently unable, throughout the remainder of their lifetime, irrespective of when the cover ends or the Life Assured retires, because of illness or accidental injury to perform the material and substantial duties of each and every remunerative occupation in which they were engaged during the twelve months immediately before the date of disablement.

1.3 In the 'Benefit Conditions: Permanent and Total Disability Benefit' section of these Policy Conditions Permanently Disabled means that the Life Assured, before the earlier of the expiry date shown in the Policy Schedule and the Policy anniversary following their 60th birthday, is

- (i) totally and permanently unable, throughout the remainder of their lifetime, irrespective of when the cover ends or the Life Assured retires, because of illness or accidental injury to perform three of the following five tests without the help of another person, but with the use of appropriate assistive or corrective aids or appliances:

- 1 Walking
Able to walk 200 metres on the flat without having to stop or suffering severe discomfort.
- 2 Bending
Able to get into or out of a standard saloon car and able to bend or kneel to pick up something from the floor and straighten up
- 3 Communicating
Able to answer the telephone and take a message.
- 4 Reading
Having the eyesight required to be able to read a daily newspaper.
- 5 Writing
Having the physical ability to write legibly using a pen or pencil;

OR

- (ii) shown to be suffering a psychotic or well defined mental illness which is surgically and medically uncontrollable despite treatment by a Consultant Psychiatrist and which has no prospect whatsoever of improving at any time during their lifetime irrespective of when the cover ends or the Life Assured retires.

1.4 **Life Assured** shall mean, if there is more than one Life Assured named in the Policy Schedule, the first of the Lives Assured to become permanently disabled.

1.5 **Full Time Employment** means a remunerative occupation in which the Life Assured is actively engaged and normally works 16 or more hours per week on a regular basis.

2 Benefit

2.1 Permanent and Total Disability Benefit is payable if the Life Assured first becomes Permanently Disabled;

- (i) after the Date Risk Assumed, and
- (ii) before the expiry date shown in the Policy Schedule, and
- (iii) before the Policy Anniversary following the 60th birthday of the Life Assured;

provided that the requirements of Condition 5 of the 'General Conditions' section and Condition 3 of the 'Benefit Conditions: Permanent and Total Disability Benefit' section are satisfied and none of the exclusions in Condition 4 the 'Benefit Conditions: Permanent and Total Disability Benefit' section applies. Friends Provident must be contacted within one month of commencement of disablement. The Benefit is not payable until such time as satisfactory evidence of permanent disablement as set out in Condition 3.3 of the 'Benefit Conditions: Permanent and Total Disability Benefit' section and 5.1 of the 'General Conditions' has been received by Friends Provident.

2.2 The amount of Permanent and Total Disability Benefit will be equal to the Critical Illness and Disability Benefit which would have been payable under Condition 2 of the 'Benefit Conditions: Critical Illness and Disability Benefit' section if on the day of receiving satisfactory evidence of permanent disablement Friends Provident had received satisfactory evidence of a Critical Illness or Disability.

3 Claims and Notifications

3.1 Premiums must continue to be paid until Friends Provident admits liability for the claim, unless waived under Condition 2.1 of the 'Benefit Conditions: Waiver of Premium Benefit' section.

3.2 Friends Provident will issue a claim form to the Policyholder. The claim form must be completed and returned to Friends Provident within one month of the date of issue.

3.3 Payment of Permanent and Total Disability Benefit will at all times be subject to production of information and evidence satisfactory to Friends Provident. This will include, as often as Friends Provident may require:

- (i) evidence that the Life Assured is attending and receiving medical treatment from a medical practitioner whose speciality is appropriate to the Life Assured's condition as often as such a practitioner would reasonably recommend;
- (ii) evidence by means of a blood test or other recognized process that the Life Assured is not carrying a Human Immunodeficiency type virus or antibodies to such a virus;
- (iii) evidence through examination(s) of the Life Assured by a medical examiner appointed by Friends Provident;
- (iv) any other medical investigation considered appropriate by Friends Provident's Chief Medical Officer; and
- (v) evidence of the Life Assured's occupation(s) during the year before the commencement of disablement and the duties of that occupation(s).

- 3.4 If the Life Assured refuses to submit to such medical treatment or surgery as his medical advisers consider necessary, or if Friends Provident is not satisfied that disablement is permanent, total and irreversible, then Friends Provident will have no liability in respect of this Benefit.
- 3.5 If in connection with the happening or purported happening of any event connected to a claim under this Benefit the Policyholder or the Life Assured makes an untrue statement or omits to disclose a material fact:
- (i) the claim will be rejected; and
 - (ii) Permanent and Total Disability Benefit will immediately become void.

4 Exclusions

- 4.1 Friends Provident will not pay Permanent and Total Disability Benefit if a claim is directly or indirectly attributable to any of the following as defined in the 'Benefit Conditions: Exclusions' section:
- (i) War
 - (ii) HIV/AIDS
 - (iii) Self-Inflicted Injury
 - (iv) Drug Abuse

5 Termination of Policy

- 5.1 Payment of Permanent and Total Disability Benefit will terminate the Policy and no other Benefit will be payable.

Benefit Conditions: Waiver of Premium Benefit

APPLIES ONLY IF SHOWN IN THE POLICY SCHEDULE

1 Definitions

- 1.1 The Policy Schedule states which of Conditions 1.2 and 1.3 of the 'Benefit Conditions: Waiver of Premium Benefit' will apply up to the 65th birthday of a Life Assured who becomes disabled whilst in Full Time Employment. Condition 1.3 of the 'Benefit Conditions: Waiver of Premium Benefit' will always apply up to the 65th birthday of a Life Assured who becomes disabled whilst not in Full Time Employment. Condition 1.4 of the 'Benefit Conditions: Waiver of Premium Benefit' will always apply to a Life Assured who becomes or remains disabled after their 65th birthday.
- 1.2 In the 'Benefit Conditions: Waiver of Premium Benefit' section of these Policy Conditions **disabled** means that the Life Assured is:

totally unable because of illness or accidental injury to perform the material and substantial duties of each and every one of their occupation(s) at the commencement of disability and is not engaged in a remunerative occupation.

- 1.3 In the 'Benefit Conditions: Waiver of Premium Benefit' section of these Policy Conditions disabled means that the Life Assured is:

normally and routinely unable because of illness or accidental injury to perform two of the following five tests without the help of another person, but with the use of appropriate assistive or corrective aids or appliances:

- 1 Walking
Able to walk 200 metres on the flat without having to stop or suffering severe discomfort.
- 2 Bending
Able to get into or out of a standard saloon car and able to bend or kneel to pick up something from the floor and straighten up.
- 3 Communicating
Able to answer the telephone and take a message.
- 4 Reading
Having the eyesight required to be able to read a daily newspaper.
- 5 Writing
Having the physical ability to write legibly using a pen or pencil;

OR

Unable because of illness or accidental injury, to conduct an independent basic existence (i.e. is confined to the home or hospital, or unable to cook, do light housework and dress themselves.)

OR

Shown to be suffering a psychotic or well defined mental illness which is medically uncontrollable despite treatment by a Consultant Psychiatrist.

- 1.4 In the 'Benefit Conditions: Waiver of Premium Benefit' section of these Policy Conditions **disabled** means that the Life Assured is:

totally unable because of illness or accidental injury to perform, without the assistance of another person, three or more of the following activities of daily living:

- 1 Transferring
The ability to move from a bed to an upright chair or wheelchair and vice versa, or to get on or off a toilet or commode.
- 2 Continence
The ability to manage bowel and bladder functions such that an adequate level of personal hygiene is maintained.

- 3 Dressing
The ability to put on, or take off, secure and unfasten all necessary garments and, as appropriate, any braces, artificial limbs or other surgical appliances.
- 4 Mobility
The ability to move indoors from one room to another on a level surface in the Life Assured's normal place of residence.
- 5 Feeding
The ability to feed oneself once food has been prepared and made available.
- 6 Washing
The ability to wash in the bath or shower (including getting into or out of the bath or shower) such that an adequate level of personal hygiene can be maintained.

1.5 **Life Assured** shall mean, if there is more than one Life Assured named in the Policy Schedule,

- (i) that one of them to whom this benefit is stated to be applicable, or
- (ii) if the benefit is stated to be applicable to both of them, the first of them to become disabled.

1.6 Qualifying Period shall mean a period of six months beginning on the date of commencement of disability. If disability recurs within three months of a previous period of disability for the same Life Assured during which Premiums were waived under this Condition and the recurrence arises from the same cause, the Qualifying Period will be deemed to begin on the date of the original disability.

1.7 Full Time Employment means a remunerative occupation in which the Life Assured is actively engaged and normally works 16 or more hours per week on a regular basis.

2 Benefit

2.1 Provided that the requirements of Conditions 3 of the 'Benefit Conditions: Waiver of Premium Benefit' section and Condition 5 of the 'General Conditions' section are satisfied and none of the exclusions in Condition 4 of the 'Benefit Conditions: Waiver of Premium Benefit' section applies, if the Life Assured becomes disabled (as defined in Condition 1 of the 'Benefit Conditions: Waiver of Premium Benefit' section) because of illness or accidental injury, then Friends Provident will waive the payment of any Premium which falls due after the Qualifying Period (as defined in Condition 1 of the 'Benefit Conditions: Waiver of Premium Benefit' section) until:

- (i) the Life Assured ceases to be disabled; or
- (ii) the expiry date shown in the Policy Schedule; or

(iii) the Policy ceases for whatever reason; whichever occurs first.

3 Claims and Notifications

3.1 Friends Provident must be notified within one month of commencement of disablement. Failure to notify Friends Provident within one month of commencement of disablement will effectively postpone the commencement of the Qualifying Period as disablement will be deemed to have started no earlier than one month before notification is received. Such postponement may be waived if Friends Provident is satisfied that the disablement is such as to prevent the Life Assured giving notification, subject to provision of satisfactory proof of the commencement date of disablement.

3.2 Premiums must continue to be paid until the end of the Qualifying Period.

3.3 Friends Provident will issue a claim form to the Policyholder. The claim form must be completed and returned to Friends Provident within one month of the date of issue.

There will be no entitlement to Benefit in respect of any period more than one month before Friends Provident's receipt of the completed claim form.

3.4 The waiving of any Premium under this Condition and from time to time thereafter, whilst such waiver continues, will at all times be subject to production by the Life Assured of such information and evidence as is satisfactory to Friends Provident. This will include, as often as Friends Provident may require:

- (i) Evidence through examination(s) of the Life Assured by a Medical Officer appointed by Friends Provident that the Life Assured continues to be disabled; and
- (ii) Any other medical investigation considered appropriate by Friends Provident's Chief Medical Officer; and
- (iii) Evidence that the Life Assured is attending and receiving medical treatment from a medical practitioner whose speciality is appropriate to the Life Assured's condition as often as such a practitioner would reasonably recommend; and
- (iv) Evidence by means of a blood test or other recognized process that the Life Assured is not carrying a Human Immunodeficiency type virus or antibodies to such a virus; and
- (v) Evidence of Employment and the duties of the Life Assured's Employment.

3.5 Pregnancy is not an illness. Therefore, Friends Provident shall not entertain any claim arising solely from pregnancy or the normal effects of pregnancy.

- 3.6 The Life Assured is required to give Friends Provident immediate written notice of his medical adviser's declaration of the termination of a period of disablement.
- 3.7 If in connection with the happening or purported happening of any event connected to a claim under this Benefit the Life Assured or Policyholder makes an untrue statement or omits to disclose a material fact any pending claim will be rejected, any Benefit in course of payment will immediately cease, and the Waiver of Premium Benefit will immediately become void.

4 Exclusions

- 4.1 Friends Provident will not pay Waiver of Premium Benefit if the claim is directly or indirectly attributable to any of the following:
- (i) War as defined in part 2.1 of the 'Benefit Conditions: Exclusions' section:
 - (ii) HIV/AIDS as defined in part 5 of the 'Benefit Conditions: Exclusions' section.

Benefit Conditions: Special Events Option

1 Definitions

- 1.1 In the 'Benefit Conditions: Special Events Option' section of these Policy Conditions, if more than one Life Assured is named in the Policy Schedule the expression Life Assured shall mean all such persons together.
- 1.2 The following are Special Events:
- (i) the marriage of the Life Assured
 - (ii) the birth of a child (or children in the case of a multiple birth) to the Life Assured; and
 - (iii) the legal adoption of a minor or minors by the Life Assured.

2 The Option

- 2.1 If the Policy Schedule states that this Option is included, the Option is available whenever one of the Special Events occurs provided that:
- (i) the Special Event occurs prior to the 55th birthday of the Life Assured (or of the eldest Life Assured if there is more than one); and
 - (ii) the Option has not been exercised more than once during the period of 3 years ending on the date of the Special Event;
 - (iii) all premiums under this Policy have been paid up to the date of the Special Event; and
 - (iv) the Option is not excluded by Condition 2.2 of the 'Benefit Conditions: Special Events Option' section.

- 2.2 This Option is not available after the date of diagnosis of a Critical Illness or Disability as defined in the 'Benefit Conditions: Critical Illness and Disability Benefit' section, after the Life Assured first becomes Permanently Disabled as defined in the 'Benefit Conditions: Permanent and Total Disability Benefit' section or whilst the Life Assured is disabled as defined in Condition 1.2 or 1.3 of the 'Benefit Conditions: Waiver of Premium Benefit' section (whichever is applicable).
- 2.3 When the Option is available the Policyholder may effect a further policy on the life of the Life Assured on the terms set out in Condition 3 of the 'Benefit Conditions: Special Events Option' section without having to submit further evidence of insurability to Friends Provident.
- 2.4 The Option shall be exercised by the Policyholder completing the relevant application form which must be received by Friends Provident and the policy effected not later than one calendar month after the happening of the event.

3 Terms of New Policies

- 3.1 The sum assured under any policy effected by exercising this Option shall not exceed whichever is least of:
- (i) fifty per cent of the Sum Assured under this Policy current at the time the Option is exercised;
 - (ii) £50,000;
 - (iii) three times the Sum Assured current at the time the Option is exercised less the total sums assured under all previous policies effected under this Option.
- 3.2 The term of the policy must not continue Beyond the first to occur of:
- (i) the 70th birthday of the Life Assured (or the elder of joint Lives Assured), or
 - (ii) the expiry of 35 years from the Date Risk Assumed shown in the original Policy Schedule.
- 3.3 The policy will contain all Benefits as under this Policy but will not contain the Special Events Option or the Mortgage Increase and Extension Option.
- 3.4 Except as provided in Conditions 3.2, 3.3 and 3.5 of the 'Benefit Conditions: Special Events Options' section, the policy shall be issued and subject to Friends Provident's standard terms and conditions (including minimum amounts of sum assured and premium and minimum Policy Term) which apply at the time it is effected and which are appropriate to the age of the Life Assured at that time. All terms and conditions will be available on request.
- 3.5 The policy shall include any special terms or conditions which apply to this Policy.

- 3.6 Premiums and benefits under the new policy shall be payable in the same way as under this Policy.
- 3.7 If the Policy Schedule for this Policy shows 'Premiums are reviewable' then premiums under the new policy shall also be reviewable.

Benefit Conditions: Mortgage Increase and Extension Option

1 The option

- 1.1 If the Policy Schedule states that this Option is included, the Option is available on the Life Assured's completion of a further advance or a new increased mortgage or on the extension of a mortgage with a recognised institutional lender in respect of the Life Assured's main residence, provided that:
- (i) the Life Assured (or the elder of joint Lives Assured) is under the age of 55 at the time the Option is exercised; and
 - (ii) this Policy has been kept in force for the full Sum Assured (apart from any reductions under the 'Benefit Conditions: Premium Reviews' section) up to that time; and
 - (iii) the option is not excluded by Condition 1.4 of the 'Benefit Conditions: Mortgage Increase and Extension Option' Section.
- 1.2 Whenever the Option is available, the Policyholder may;
- (i) effect a further policy, in addition to or in replacement of this Policy, on the life of the Life Assured named in the Policy Schedule; or
 - (ii) extend the term of this Policy on the terms set out in Conditions 2.1 to 2.10 of the 'Benefit Conditions: Mortgage Increase and Extension Option' section without having to submit further evidence of insurability to Friends Provident.
- 1.3 This Option shall be exercised by the Policyholder;
- (i) completing the relevant application form which must be received by Friends Provident and the new policy effected or this Policy extended not later than one calendar month after the event (completion of the further advance or new increased mortgage or extension of the term of the mortgage by the lender) giving rise to the Option; and
 - (ii) providing Friends Provident with evidence (including sight of mortgage agreements) satisfactory to Friends Provident that the new or extended policy is required in conjunction with a further advance or new increased mortgage advance or the extension of the term of an existing mortgage for the purchase of a new main residence for the Life

Assured's occupation or for the improvement of the existing main residence of the Life Assured as agreed with a recognised institutional lender.

- 1.4 This Option is not available;
- (i) if after the date of diagnosis of a Critical Illness or Disability as defined in Condition 1.2 of the 'Benefit Conditions: Critical Illness and Disability Benefit' section; or
 - (ii) if 'Permanent and Total Disability Cover' is shown in the Policy Schedule, after the date of diagnosis of permanent disability as defined in Condition 1.2 or 1.3 of the 'Benefit Conditions: Permanent and Total Disability Benefit' section (whichever is applicable); or
 - (iii) if 'Waiver of Premium Benefit' is shown in the Policy Schedule, whilst the Life Assured is disabled as defined in Condition 1.2 or 1.3 of the 'Benefit Conditions: Waiver of Premium Benefit' section (whichever is applicable).

2 Terms of new or extended policies

- 2.1 The term of the new or extended policy must not continue beyond the end of the new mortgage term or, if earlier, the first to occur of:
- (i) the 70th birthday of the Life Assured (or the elder of joint Lives Assured), or
 - (ii) the expiry of 35 years from the Date Risk Assumed shown in the original Policy Schedule.
- 2.2 The term of a new policy must be not less than five years if cover is level or ten years if cover is decreasing. The term of this Policy after extension shall be not less than 5 years.
- 2.3 The sum assured under a new policy shall not exceed whichever is the least of:
- (i) twice the Sum Assured under this Policy current at the time that the option is exercised;
 - (ii) £150,000; and
 - (iii) the amount of the mortgage at the commencement of the new policy;
- less in each case the total of the sums assured under this and all other policies effected under this Option if remaining in force after commencement of the new policy.
- 2.4 If the Policy Schedule for this Policy shows a Maximum Sum Assured, that shall be taken as the Sum Assured for the purpose of Condition 2.3 of the 'Benefit Conditions: Mortgage Increase and Extension Option' Section.
- 2.5 The new policy will contain all Benefits as under this Policy except that

- (i) It will not contain the Special Events Option, and
 - (ii) The Mortgage Increase and Extension Option will be restricted to allow extension of that Policy alone.
- 2.6 Except as provided in Conditions 2.5 and 2.7 of the 'Benefit Conditions: Mortgage Increase and Extension Option' section the policy shall be issued and subject to Friends Provident's standard terms and conditions (including minimum amounts of sum assured and premium) which apply at the time it is effected and which are appropriate to the age of the Life Assured at that time. All terms and conditions will be available on request.
- 2.7 The new policy shall include any special terms or conditions which apply to this Policy.
- 2.8 Premiums and benefits under the new policy shall be payable in the same way as under this Policy.
- 2.9 If the Policy Schedule for this Policy shows 'Premiums are reviewable', then premiums under the new policy shall also be reviewable.
- 2.10 Any new policy effected as a result of the exercise of this Option which is to replace this Policy shall not commence before the date this Policy is cancelled.

Benefit Conditions: Premium Reviews

1 Definitions

- 1.1 The Premium Review Date will be the fifth anniversary of the Effective Date and annually thereafter. If premiums are not being paid on any Premium Review Date then there will be a further Premium Review Date on the date of reinstatement.
- 1.2 Friends Provident may vary the amount of premium under a policy on any Premium Review Date.

2 The Review

- 2.1 If 'Premiums are Reviewable' is shown on the Policy Schedule then Friends Provident will review the level of premium under the policy on Each Premium Review Date.
- 2.2 Before each Premium Review Date the Appointed Actuary of Friends Provident will review the predicted cost of claims for Life or Earlier Critical Illness Cover, Critical Illness Cover and Waiver of Premium Benefit that its policyholders are expected to make in the future, taking into account all factors and statistics which he considers relevant.
- 2.3 If following this review, the Appointed Actuary of Friends Provident decides that the Premium currently charged under this Policy must be varied to maintain the amount of Sum Assured, then an appropriately higher or lower level of premium will be determined.

3 Notification of any Changes

- 3.1 If following any review, it is necessary to change the amount of premiums in order to support the then current level of Sum Assured, Friends Provident will notify the Policyholder of the amount of premium now required. If it is necessary to increase the amount of premiums in order to support the then current level of Sum Assured, Friends Provident will also notify the Policyholder of the amount of Sum Assured that could be supported by the current premium.
- 3.2 If the Policy includes Waiver of Premium Benefit, the changed premium referred to in Condition 3.1 of the 'Benefit Conditions: Premium Reviews' section will include the cost of the changed Waiver of Premium Benefit in respect of Critical Illness and Disability Benefit.
- 3.3 Notification will be issued at least 30 days before the Premium Review Date.

4 Implementation of Changes

- 4.1 The amount of premium under this Policy will be automatically changed to the amount required to maintain the current Sum Assured with effect from the Premium Review Date, unless the premium is to be increased and Friends Provident receive, at least 14 days before the Premium Review Date, a written request from the Policyholder to maintain the current premium and reduce the Sum Assured accordingly.

5 Waiver of Premium Benefit Claims

- 5.1 If the Policyholder has made a Waiver of Premium Benefit claim under a Policy which has 'Premiums are reviewable' shown in the Policy Schedule and Friends Provident are waiving premiums, as in Condition 2.1 of the 'Benefit Conditions: Waiver of Premium Benefit' section, then the review process described in Conditions 2.2 and 2.3 of this section will still take place.
- 5.2 If the premium is changed following a review then Friends Provident will notify the Policyholder of any required changes in the amount of the premium as in Condition 3.1 of the 'Benefit Conditions: Premium Reviews' section and will implement such changes as in Condition 4.1 of this section.
- 5.3 Friends Provident undertake to waive either:
- (i) any changed premium or
 - (ii) the level of premium current immediately before the Premium Review Date, from the Premium Review Date.
- 5.4 When Friends Provident ceases to waive premiums under Waiver of Premium Benefit, any further premiums will be payable by the Policyholder at the level set at the most recent Premium Review Date.

Benefit Conditions: Exclusions

1 Effect

1.1 The 'Benefit Conditions: Exclusions' section of these Policy Conditions defines the exclusions referred to in Conditions: 4.1 of the 'Benefit Conditions: Critical Illness and Disability Benefit' section, and 4.1 of the 'Benefit Conditions: Children's Critical Illness and Disability Benefit' section, and 4.1 of the 'Benefit Conditions: Permanent and Total Disability Benefit' section, and 4.1 of the 'Benefit Conditions: Waiver of Premium Benefit' section.

2 War

2.1 This means any form of war whether declared or not.

3 Self Inflicted Injury

3.1 This means intentional self inflicted injury

4 Drug Abuse

4.1 This means alcohol or solvent abuse, or the taking of drugs except under the direction of a registered medical practitioner.

5 HIV/AIDS

5.1 This means the Life Assured carrying a Human Immunodeficiency type virus or antibodies to such a virus.

5.2 This exclusion will not apply if the Life Assured is infected by Human Immunodeficiency Virus from a blood transfusion provided that Friends Provident is satisfied that the infection was due to a blood transfusion received in the United Kingdom and given as part of medical treatment after the Date Risk Assumed shown in the Policy Schedule.

5.3 This exclusion will also not apply if the Life Assured is a member of the medical or dental professions, or emergency services, or a prison officer, pharmacist, laboratory assistant or an employee in a medical facility and produces evidence satisfactory to Friends Provident that:

- (i) The Human Immunodeficiency Virus infection was acquired accidentally during the course of performing the normal duties of their occupation whilst in the United Kingdom, and
- (ii) the Human Immunodeficiency Virus infection was contracted after the Date Risk Assumed shown in the Policy Schedule, and
- (iii) the incident from which the Human Immunodeficiency Virus infection was acquired was reported, investigated and documented according to normal procedures for the Life Assured's occupation, and

- (iv) a test showing no Human Immunodeficiency Virus or antibodies to such a virus was made within 5 days of the incident, and
- (v) a positive Human Immunodeficiency Virus test occurred within twelve months of the reported incident.

5.4 This exclusion will also not apply if the Human Immunodeficiency Virus infection results directly from a physical assault including involuntary contact with either a hypodermic needle or an infected sharp instrument or sexual assault (without consent) and produces evidence satisfactory to Friends Provident that:

- (i) the incident happened in the United Kingdom after the Date Risk Assumed in the Policy Schedule and was reported to the police within 5 days, and
- (ii) a test showing no Human Immunodeficiency Virus or antibodies to such a virus was made within 5 days of the incident, and
- (iii) a positive Human Immunodeficiency Virus test occurred within twelve months of the reported incident.

5.5 Definitions of HIV and AIDS can be found under General Conditions, 12.

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