Real Life Policy Document



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Welcome to Real Life

Thank you for choosing life cover from The Exeter.

Real Life is designed to pay out a lump sum when the life covered, or one of the lives covered in a joint life policy, dies or is diagnosed with a terminal illness during the term of the policy.

This document contains the terms and conditions of your policy. Please read it with your Policy Schedule for full details of cover.

Please take the time to read through this document.

By choosing Real Life, the policyholder will also become a member of The Exeter.

This means you will have the right to have your voice heard and vote in our Annual General Meeting (AGM), which gives our members a say in how we're run.

Definitions

Where you see the following words used in this document, please refer to these definitions to find out exactly what they mean.

Active

The cover has started, is within its term, premiums are up to date and we have not written to the policyholder to tell them that they are no longer covered.

Assignee

A person to whom the rights to the benefit are legally transferred.

Benefit

The amount we pay following a successful claim.

Consultant

A consultant doctor who:

- specialises in an area of medicine appropriate to the cause of claim;
- is practising at a hospital in an eligible country; and
- is treating the life covered for their condition.

Eligible country

The UK, any country within the European Union and any of the countries listed below:

- Australia
- Canada
- Channel Islands
- Gibraltar
- Iceland
- Isle of Man
- New Zealand
- Norway
- Switzerland
- United States of America.

End date

The date when this policy ends. This is shown on the Policy Schedule.

Joint life

Two people are covered and we'll pay the benefit when the first life covered dies or is diagnosed with a terminal illness that meets our definition.

Life covered

The person whose life is covered by this policy, also referred to as a member. For a joint life policy, this definition applies to both people covered.

Nominated Beneficiary

A person you have nominated to receive a specified percentage of your benefit, payable after death. Nominated beneficiaries have no say over changes to the policy or nominations and are not entitled to any information from us while you are alive, unless allowed by you.

Policy

Our contract of insurance with you.

Policyholder

A person that enters into a Real Life insurance contract with us to insure their life. For a joint life policy, both people are policyholders.

Policy Schedule

This is a document we send to the life covered or the policyholder once we have agreed to offer cover or a change in cover. It explains any special conditions which may apply to the cover as well as details of the cover.

Premium

The monthly cost of your Real Life policy.

Single life

One person is covered and we'll pay the benefit when the life covered dies or is diagnosed with a terminal illness that meets our definition.

Term of the policy

How long the policy lasts. In other words, the period between the start date and the end date as shown on the Policy Schedule.

Terminal illness

- where death is expected within 12 months

An illness which in the opinion of an attending consultant and our Chief Medical Officer:

- has no known cure or has progressed to the point where it cannot be cured; and
- is expected to lead to death within 12 months.

Trustee

A person who becomes the legal owner of the trust assets (in this case, the policy and its proceeds) and who has the powers to deal with the trust assets in accordance with the terms of the trust and the duties imposed by law.

UK

England, Northern Ireland, Scotland and Wales.

We/our/us

The Exeter is a trading name of Exeter Friendly Society Limited.

You/your

The person (or people in the case of a joint life policy) named as the policyholder on the Policy Schedule, or any person to whom this policy is assigned.

Cover and benefits

This section details what is and isn't covered by your Real Life policy with The Exeter.

Your policy is made up of the following documents:

Your application for cover

This includes your initial application and any further applications you make where your cover is varied. It also includes any declarations made when you applied for cover.

Your Policy Schedule

This sets out the current details of your cover. Your Policy Schedule shows any exclusions we may apply to your cover.

This Policy Document

This contains all the terms and conditions of your cover.

When your cover starts and ends

Your cover starts on the start date shown on your Policy Schedule.

Your cover will end on the earliest of the following:

- The date we pay the benefit. For single life policies, this is when the life covered dies or is diagnosed with a terminal illness that meets our definition. For joint life policies, we'll pay the benefit and end the policy when the first of the lives covered dies or is diagnosed with a terminal illness that meets our definition.
- The end date shown on your Policy Schedule
- Where the death of the life covered is caused by suicide or intentional self-inflicted injury within 12 months of the start date
- Where the terminal illness of the life covered is caused by intentional self-inflicted injury within 12 months of the start date
- 60 days after the premium due date where you have stopped paying your premiums
- The date we or you cancel your policy as explained in the 'Cancelling your policy' section.

What you are covered for

Your Real Life policy is designed to pay the benefit when the life covered dies or is diagnosed with a terminal illness.

Benefit

We will base the benefit on the sum you chose when you applied for the cover. The benefit can change during the term of the policy depending on the benefit type selected.

If you have chosen a decreasing benefit, your benefit will reduce each month after the first month of cover in line with the capital outstanding on a repayment mortgage with:

- an annual interest rate of 8%; and
- a term equal to the remaining term of the policy.

If you have chosen a level benefit it will remain the same for the term of the policy.

If you have chosen an increasing benefit, your benefit will increase in line with the Consumer Prices Index including owner occupiers' housing costs (CPIH), which tracks the prices of consumer goods. With an increasing benefit:

- Your benefit will increase by a maximum of 10% in any one year, to a maximum of £3,000,000.
- Your premium will increase in line with CPIH multiplied by 1.5, up to a maximum of 15%
- We will write to you each year to let you know what this increase will be and you will have the option to accept or decline the increase.

The benefit type that applies to your policy will be shown on the Policy Schedule.

What you are not covered for

We will not pay the benefit in any of the following circumstances:

- the life covered dies in the first 12 months of the policy as a result of suicide or intentional self-inflicted injury; or
- where a terminal illness of the life covered is caused by intentional self-inflicted injury within 12 months of the start date; or
- the life covered, the policyholder, or their legal representative do not give us medical or other evidence we ask for; or
- we find the life covered, the policyholder, or their legal representative has given us inaccurate, incomplete or false information on the application which would have affected our decision to offer this cover, or would have led us to offer the cover with different conditions; or
- the policy is no longer active; or
- the diagnosis does not meet our definition of a terminal illness; or
- the claim is caused by something that we have specifically excluded from this cover when you applied for the policy. Personal exclusions will be shown on the Policy Schedule.

Waiver of premium

Waiver of premium is automatically included for members that have an income protection policy with The Exeter.

We will waive your Real Life premiums if you are receiving income protection benefit as a result of being ill or injured and unable to work in your own occupation. We will stop waiving your Real Life premiums once the payment of your income protection benefit comes to an end.

This benefit also applies to joint policies, providing at least one member has an income protection policy.

Managing your policy

This section explains how to manage your policy and the options available to change your cover.

> Your changing circumstances

Please let us know if any of your personal details change as it is important that we hold accurate and up-to-date information about you.

For example, if:

- You change your address, telephone number or email address
- You change your name.

Redundancy premium holiday

If you lose your job through no fault of your own, we could pay your premiums for up to three months to support you whilst you look for new work. This is called a redundancy premium holiday.

To be eligible for this benefit, you must either:

- Be in permanent employment and be made involuntarily redundant at least six months after your policy has started, or;
- Be in self-employment and suffer from business failure (bankruptcy, insolvency or liquidation) at least six months after your policy has started.

You need to let us know about your intention to receive a redundancy premium holiday as soon as possible, as we will not backdate any premiums you have paid before you let us know. We will start paying your premiums as soon as possible but may need you to provide evidence to support your request.

You'll also need to let us know when you start work again. We will continue to pay your premium for the remainder of the month that you return to work, as long as it doesn't exceed three months. If you receive a redundancy premium holiday, there must be a 12-month gap before you're eligible to receive another.

The redundancy premium holiday has no impact on the ability to claim if the life covered is diagnosed with a terminal illness or dies.

Changing your policy

This section explains how you can change your Real Life policy.

Reducing the benefit or the term of the policy

You can request to reduce the benefit or the term of your policy at any time, as long as the reduction doesn't fall below the minimum limits allowed and your premium doesn't fall below our minimum level.

Increasing the benefit or the term of the policy

You have two options to increase your Real Life benefit.

The first requires no medical information but is specific to certain circumstances relating to your policy and personal details, this is called the guaranteed insurability option which is shown on page 11. The second can be taken at any time but will require more information from you and a new application.

For both options, your premiums will increase and we will provide you with details of your new premium before making any change to your policy.

1. Guaranteed insurability option

With the guaranteed insurability option, you can increase your benefit by a maximum of 50% of the original benefit or £150,000 (whichever is lower), without additional underwriting. The minimum increase using the guaranteed insurability option is £10,000. This option is available in the following circumstances:

- You get married or enter into a civil partnership
- You or your partner have a baby or legally adopt a child (this must be legally recognised in the UK)
- You take out a new mortgage or you increase your mortgage on the property that you live in
- You divorce or agree to a dissolution of civil partnership or separation
- Your rent increases or you move to new rental accommodation
- Your earnings increase by more than 10%. You cannot use this option if you are self-employed or the owner, director or partner (or a relation of one of these) in the company you are employed by.

To be eligible, you must notify us within three months of the relevant event and provide suitable evidence as detailed in the table below:

Event	Evidence required
Marriage or Civil Partnership	Marriage certificate or civil partnership registration certificate
Birth or adoption of a new child	Birth certificate or adoption certificate
New or increased mortgage	Mortgage offer
Divorce, dissolution of civil partnership or separation	Decree absolute, final order, judicial separation decree, deed of separation
Rent increase	New rental agreement
Earnings increase	Letter from your employer or a new contract

You must also meet the following criteria:

- Your policy is at least six months old
- You are under the age of 55. This applies to the eldest member in the case of a joint policy.
- You have not been diagnosed with, made a claim for, or are in the process of making a claim for a terminal illness.
- Your policy does not have a percentage loading in excess of 100% or £2 per mille.

You can increase your benefit more than once, but the total of all guaranteed insurability options cannot be more than $\pm 150,000$. Any increase in benefit will be subject to any pricing rates in effect at the time of the change.

2. New application required

If you want to increase the term of your policy, or you want to increase your benefit and are not eligible for the Guaranteed insurability option, you will need to complete a new application, providing details of your personal and medical information.

Joint life separation option

If you have a joint policy, this can be separated into two single policies without the need for up-todate medical evidence if:

- You divorce
- You dissolve a registered civil partnership
- You separate

To be eligible, you must notify us within six months of the relevant event and provide suitable evidence as detailed in the table below. Consent is only required by one policyholder.

Event	Evidence required		
Divorce	Decree absolute		
Dissolution of Civil Partnership	Final order		
Separation	One of the following:		
	 Judicial separation decree 		
	Deed of Separation		
	Evidence of transfer of mortgage - TR1 form		
	 Evidence of separate address - Mortgage offer, tenancy agreement, utility bill or bank statement 		
	 Conviction or restraining order against the other member on the policy 		

You must also meet the following criteria:

- Neither member has been diagnosed with, made a claim for, or is in the process of making a claim for a terminal illness under the existing joint policy.
- The eldest member on your joint policy must be under the age of 80
- Your policy has a minimum term of 5 years remaining.

Your new cover

- The benefit on your individual policies can be equal to or less than the current benefit on your joint policy, no other changes will be made to the cover options.
- Where applicable, any original underwriting terms will carry over to each new policy respectively.
- Each new policy will be subject to the premiums and terms and conditions in effect at the time of the change and we will write to both policyholders with details of the change.
- Once the policies have been separated, they cannot be rejoined.

When we may change your policy

In the following circumstances, we may make changes to your policy:

- If the date of birth of the life covered is wrong. In this event we will base the benefit we pay for a successful claim on the correct date of birth. If, using the correct date of birth, the age of the life covered when the policy was taken out would have been outside our limits, we will cancel the policy and refund all your premiums (without interest). You will not be able to make a claim under this policy
- If you or the life covered provided untrue or incomplete information which could have affected our decision to provide this policy. In this event we may change the terms of your policy or the premiums you have to pay.

Paying your premiums

You must continue to pay your premiums regularly by monthly Direct Debit.

If you fall behind on your premium payments, you will not be able to make a claim.

- If you miss one month's premium you will need to pay any premiums you missed
- If you miss two months' premiums we will cancel your policy with effect from the last paid premium.

Cancelling your policy

We don't want you to leave but understand that sometimes circumstances change and you may wish to cancel your policy.

You can cancel your policy at any time, as long as no claim has been made. To cancel a joint policy, consent is required from both lives covered.

If you cancel within 30 days of taking out a Real Life policy, we will refund any premiums you have paid. If you cancel the policy after the 30-day period there is no cash-in value and any premiums you have paid will not be refunded.

When we may cancel your policy

In the following circumstances, we may cancel your policy.

- If you miss two months' premiums
- If you have acted dishonestly or knowingly claimed for terminal illness benefits to which you were not entitled. In this event, we will recover any benefits paid to you and will not refund any premiums
- If you did not take reasonable care to answer the questions to the best of your knowledge when you applied for this policy.

If we identify fraudulent activity, we will share information with the police, other insurers and similar bodies.

Making a claim

If you have a single life policy, a claim can be made if the life covered dies or is diagnosed with a terminal illness that meets our definition.

If you have a joint life policy, a claim can be made when the first of the lives covered dies or is diagnosed with a terminal illness that meets our definition. The benefit will only be paid once and the policy will end when when a claim has been accepted.

How to make a claim

We ask the person claiming to contact us as soon as possible. You can contact us:

Online: www.the-exeter.com/claim By telephone: 0300 123 3201 Via email: member@the-exeter.com **Or in writing at**: The Exeter, Lakeside House, Emperor Way, Exeter, EX1 3FD

We will ask for the following information:

- Details of the person(s) dealing with the claim:
 - their name(s)
 - address and telephone number

In some instances, this may be a third party i.e. nominated beneficiary, solicitor, next of kin or executor. For a joint life policy, this could be either of the lives covered.

- The nature of the claim terminal illness where life expectancy is less than 12 months, or cause of death
- Relevant dates for example the date terminal illness was diagnosed, or date of death
- The policy number under which you are making a claim this can be found on the Policy Schedule.

If you cannot locate the policy number we will still be able to assist, we will need to know:

- The name of the life covered
- Their date of birth
- Their postcode.

How we assess a claim

Once a claim is submitted, we will need evidence, where appropriate, of:

- the death of the life covered (for example a death certificate); or
- the diagnosis of a terminal illness where life expectancy is less than 12 months, which will need to be completed on a claim form we send you.

Where we receive a claim for terminal illness, the life covered can be residing anywhere in the world. However, the consultant whose diagnosis we will need must practice in one of the eligible countries. All diagnoses made by a consultant must be confirmed by our Chief Medical Officer.

> Who will we pay the benefit to?

We will pay the benefit to the person legally entitled to receive it.

This could be the life covered, their legal representatives, a nominated beneficiary, an assignee or a trustee as appropriate. The table below details who the benefit will be paid to based on the legal agreement you have chosen:

Single or Joint Life Policy	Legal Agreement	Death claim	Terminal illness claim*
Single Life	None	Paid to the executors or administrators of your estate.	Paid to the policyholder.
Single Life	Beneficiary Nomination	Paid to the beneficiaries you have chosen.	Paid to the policyholder.
Single Life	Deed of Assignment	Paid to the assignees.	As defined by the deed of assignment. Paid to the policyholder or assignees.
Single Life	Trust	Paid to the trustees on behalf of the beneficiaries.	As defined by the trust. Paid to the policyholder or the trustees on behalf of the beneficiaries.
Joint Life	None	Paid to the surviving policyholder.	Paid to the policyholders.

*subject to the benefit being paid before we have been told that the life covered has died, otherwise we will pay as a death claim.

Beneficiary Nomination

If you nominated beneficiaries when taking out your cover with us, this will be shown on your Policy Schedule. It is important that you review your nominations regularly and keep the details updated. You can change your nominations at any time, as long as you always have at least one nominated beneficiary and you don't nominate yourself or your estate or someone, such as a lender, in exchange for a benefit to yourself. If you don't keep to these limits, we accept no responsibility to any party who might be affected.

If a beneficiary is under the age of 18 when they become entitled to a payment, we will pay the benefit to their parent or legal guardian who will be responsible for holding or using the benefit on their behalf.

If a beneficiary dies, their allocated benefit will be shared proportionately between surviving beneficiaries. If there are no surviving beneficiaries after your death, we will pay the benefit to the personal representatives of the last surviving beneficiary.

We do not require consent from beneficiaries to make changes to your policy or nominations.

Beneficiary Nomination and Trusts

If you nominated beneficiaries, you can subsequently place the policy in trust, providing the trust doesn't allow you or your estate to benefit from the payment. If you send us a valid trust, this will automatically replace any nominated beneficiaries.

If your Real Life policy is put into trust this cannot be reversed.

Further information

How we handle information about you

Due to the nature of what we do, we hold personal information about you and others who may be relevant to your policy.

This enables us to provide the quality cover you expect. This information will always be treated in confidence. We will use the information to contact you about your policy each year, to update you, ask for feedback and when you make a claim.

To find out more, go to our website **www.the-exeter.com/privacy-policy.html** or contact us and we will send you a copy. Further information about why we hold this information can be found in the Register of Data Controllers. You can view and obtain a copy from the Office of the Information Commissioner at **www.ico.org.uk**

Language and law

All documents relating to Real Life, including any communications with you, will be in English.

This document is available in other formats. If you would like a Braille or large print version of this document, please contact us.

The laws of England and Wales apply to Real Life.

Taxation

Benefit payable under this cover is normally free from Income Tax and Capital gains tax for UK residents.

This may change if the law changes.

A policy held by the trustees of a trust should not normally form part of the estate of the life covered for Inheritance Tax purposes. There is a potential Inheritance Tax charge when benefit is paid out of a trust (known as 'exit charge'), on every tenth anniversary of the creation of the trust (known as 'periodic charge') or if a policy is not held in trust.

A policy that uses Beneficiary Nomination should also not normally form part of the estate of the life covered for Inheritance Tax purposes.

This applies to UK residents only. People who are outside of the UK when benefit is received may also be subject to additional taxation in the local jurisdiction. Please consult your tax adviser or local tax inspector for clarification.

If there is any change in tax laws or other laws, we may change the terms and conditions set out in the Policy Document in order to comply with such laws.

Assigning your policy

If the policyholder assigns any of their legal rights under the Real Life policy to someone else (including any assignment to the trustees or beneficiaries of a trust), we must see notice of the assignment when a claim is made.

If you have nominated beneficiaries you cannot assign the policy, except to the trustees or beneficiaries of a trust which you or your estate cannot benefit from.

Professional guidance should be sought before any type of assignment or changed ownership is undertaken. We cannot advise whether a trust is suitable in any particular circumstances or give tax advice in relation to the use of trusts and would recommend that you take professional advice before setting up a trust.

Surrender value

Your policy has no surrender value. You will not receive any benefit or refund of premiums when your policy ends.

Contact us



Feedback and complaints

We aim to provide our members with quality products complemented by a simple and efficient service.

When we exceed your expectations it's nice to receive that feedback, so please let us know. Whilst we hope you won't ever have cause to complain, if for any reason you are unhappy with our products or service please contact us using the details above. For more information on our complaints process, please visit our website at **www.the-exeter.com/complaints**.

We will investigate your complaint and respond to you, and if you remain unhappy we will escalate your concerns to an impartial complaints handler. If we remain unable to resolve your complaint to your satisfaction, or we do not respond within 8 weeks, you have the option of asking the independent Financial Ombudsman Service to investigate on your behalf. This service is free to use.

You can visit their website at **www.financial-ombudsman.org.uk** or you can contact them on **0800 023 4567** or **0300 123 9123**.

Financial Services Compensation Scheme (FSCS)

The Exeter is covered by the FSCS, which was established under the Financial Services and Markets Act 2000.

This means that you may be entitled to compensation if we become insolvent and are unable to meet our obligations.

Further details are available from the FSCS at **www.fscs.org.uk** or you can telephone them on **0800 678 1100** or **020 7741 4100**.



Contact us

Members: 0300 123 3201 member@the-exeter.com

Financial Advisers:

0300 123 3203 adviser@the-exeter.com

Opening times: Monday to Friday 8am – 6pm

Calls will be recorded and monitored.

Postal address:

The Exeter, Lakeside House, Emperor Way, Exeter EX1 3FD

Website: the-exeter.com

The legal blurb

The Exeter is a trading name of Exeter Friendly Society Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Register number 205309) and is incorporated under the Friendly Societies Act 1992 Register No. 91F with its registered office at Lakeside House, Emperor Way, Exeter, England EX1 3FD.