

# **MetLife**

# **EverydayProtect**

# **Policy Terms**

# **and Conditions**

# Contents

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<b>Section</b>	<b>Page</b>
<b>Your policy</b>	<b>1</b>
• Eligibility	1
• Commencement and termination of the policy	1
<b>Core Cover</b>	<b>2</b>
1. Broken bones	2
2. Accidental permanent injuries	2
3. Total permanent disablement – <i>unable to look after yourself ever again</i>	3
4. Accidental death	3
5. Hospitalisation in the UK as a result of accident or sickness	3
6. Non-accidental death	4
<b>Optional Cover</b>	<b>5</b>
1. Child Cover	5
2. Active Lifestyle Cover	6
3. Specialist Healthcare Cover	7
<b>Making a claim and payment of policy benefit</b>	<b>8</b>
<b>General exclusions</b>	<b>9</b>
<b>Cancellation</b>	<b>10</b>
<b>General conditions</b>	<b>11</b>
• Policy value	11
• Payment of premiums	11
• Payments	11
• Changes to the policy or premium	11
• Notification	12
• Data protection	12
• Law	12
• Completeness and accuracy of information you provide to us	12
• Assignment	13
• Contracts (Rights of Third Parties) Act 1999	13
• Complaints	13
• Tax	13
• Compensation	13
• Financial Strength	13
<b>Definitions</b>	<b>14</b>

# Policy Terms and Conditions

Please take the time to read this document as it explains how **your policy** works. If **you** do not understand any part, **you** should contact **your** adviser, or **you** can contact **us** on **0800 917 0100** or **01273 872 456** and **we** will explain the details further.

Any words in bold can be found in the section labelled 'Definitions' with an explanation of what they mean for the purpose of this **policy**.

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## Your policy

**Your policy** is formed of these terms and conditions, **your Policy Schedule**, **our Privacy Notice**, any **endorsements** to **your policy**, **your** application and any other statements made by **you** to **us**.

**We** are MetLife Europe d.a.c. (UK Branch), One Canada Square, Canary Wharf, London E14 5AA, a registered Life Insurer, regulated by the Central Bank of Ireland, the Prudential Regulation Authority and the Financial Conduct Authority. **We** will pay **you** the **policy** benefits in accordance with and subject to the terms and conditions of this **policy**. These are described below. In particular, **you** should pay attention to sections entitled, 'What's not covered', 'General exclusions', 'Making a claim and payment of policy benefit' and 'Definitions'.

**Your Policy Schedule** states how many **units you** have selected, and the **policy** benefit amounts payable in total if an **insured person** suffers an **insured event** during the term of the **policy**. **Your Policy Schedule** will also state the details of any optional cover **you** have selected. **We** have sold Individual Protection policies under the names Accident Protection, MultiProtect and EverydayProtect. The maximum total number of **units** of cover **you** can have across these policies is five. If **you** have taken out more than five **units** of cover, **we** have the right to cancel **your policy(ies)** or reduce **your units** of cover to five at any time. In the event of a claim, the maximum benefit payable will be based on five **units** of cover. Any overpaid premiums will be refunded.

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## Eligibility

**You** may take out this **policy** if **you** are aged 18 or above, up to **your** 65th birthday, and **you** are a **UK resident**.

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## Commencement and termination of the policy

The cover provided by the **policy** commences on the **policy start date** and will continue until the earliest of the following, upon which the **policy** terminates:

- **you** reach **your** 75th birthday;
- payment of **policy** benefit to **you** for **total permanent disablement - unable to look after yourself ever again**;
- **you** cease to be a **UK resident**;
- **you** die;
- **you** stop paying the **premium**.

# Core Cover

Subject to the **policy** exclusions, **we** will pay the **policy** benefits shown in **your Policy Schedule** in respect of the **insured events** below.

If a single **accident** results in a claim for any combination of multiple **policy** benefits in respect of an **insured person**, the maximum **we** will pay will be equal to the **policy** benefit for **total permanent disablement - unable to look after yourself ever again**.

When **you** reach **your** 70th birthday, **your policy** benefits provided under Core Cover will be reduced by 50% until **you** reach **your** 75th birthday, when **your policy** will terminate, as stated in **your Policy Schedule**.

**We** will write to **you**, at **your** last known postal or email address, within a reasonable time before **your** 70th birthday to remind **you** that **your** Core Cover **policy** benefits will be reduced by 50%. If **you** are not happy with the reduction of **your policy** benefits, **you** have the right to cancel **your policy** (see section - Cancellation).

## 1. Broken bones

To help minimise disruption to normal life, **we** will pay the **policy** benefit shown in **your Policy Schedule** if, during the term of the **policy**, an **insured person** sustains **bodily injury** caused by an **accident**, which results in either a **major broken bone** or **minor broken bone**.

For rib fractures where an X-ray, magnetic resonance imaging (MRI) scan or computerised tomography (CT) scan hasn't been obtained (in accordance with advice from a medical professional that one was not required), **policy** benefit will be paid for one **minor broken bone**.

### What's not covered?

- Any **major broken bone** or **minor broken bone**, as a result of osteoporosis, brittle bone disease, or other degenerative bone disorder(s)
- Stress fractures or bruised bones
- A broken nose
- Micro-fractures

The general exclusions also apply.

## 2. Accidental permanent injuries

**We** will pay the **policy** benefit shown in your **Policy Schedule** if, during the term of the **policy**, an **insured person** suffers any of the following **bodily injuries** as a result of an **accident**, which occurs within 12 months of the date of the **accident**:

- **Paralysis of limbs - total and irreversible**
- **Blindness - permanent and irreversible** in one or both eyes
- **Loss of one or more hands or feet - permanent physical severance**
- **Deafness - permanent and irreversible** in one or both ears
- **Loss of use** - of elbow, hip, shoulder, knee, ankle or wrist
- **Loss of finger or toe**
- **Loss of thumb**
- **Loss of major organ**
- **Loss of speech - total permanent and irreversible**
- **Third degree burns - covering 20% of the body's surface**

With respect to **loss of thumb**, and **loss of finger or toe**, where half or more than half of the relevant thumb, finger or toe is lost as a result of **permanent physical severance**, we will pay a proportionate amount of **policy** benefit, which is consistent with the extent of the loss in the opinion of **our** Chief Medical Officer and any medical reports, medical evidence or expert medical advice obtained by **us**.

### What's not covered?

With respect to **loss of use**, we will not pay any **policy** benefit where there has been a successful reconstruction or replacement of a joint resulting in function being restored.

The general exclusions also apply.

## 3. Total permanent disablement - *unable to look after yourself ever again*

We will pay the **policy** benefit shown in **your Policy Schedule** if, during the term of the **policy**, an **insured person** sustains **bodily injury** caused by an **accident**, which results in the **total permanent disablement - unable to look after yourself ever again** of the **insured person** within 24 months of the date of the **accident**. The amount of **policy** benefit payable will be reduced by any other **policy** benefit already paid in respect of that **insured person** for the **accident** that caused the **total permanent disablement - unable to look after yourself ever again**.

Any **policy** benefit paid for **total permanent disablement - unable to look after yourself ever again** will bring cover under this **policy** to an end in respect of the **insured person** who has suffered **total permanent disablement - unable to look after yourself ever again** and no further **policy** benefit will be payable in respect of that **insured person**. If the **insured person** is **you**, we will cease to collect **premiums** from **you** and **your policy** will automatically terminate.

The general exclusions also apply.

## 4. Accidental death

We will pay the **policy** benefit shown in **your Policy Schedule** if, during the term of the **policy**, an **insured person** sustains **bodily injury** caused by an **accident**, which results in the death of the **insured person** within 12 months of the date of the **accident**. If the **insured person** is **you**, **your policy** will automatically terminate.

The general exclusions also apply.

## 5. Hospitalisation in the UK as a result of an accident or sickness

### 5.1 Accident

We will pay the **policy** benefit shown in **your Policy Schedule** if, during the term of the **policy**, an **insured person** sustains **bodily injury** caused by an **accident**, which results in an **insured person** being admitted to **hospital** as an inpatient for at least 24 hours.

## 5.2 Sickness (including pregnancy-related complications)

Provided **you** have held **your policy** for at least 12 months, **we** will pay the **policy** benefit shown in **your Policy Schedule** if, during the term of the **policy**, **you** are admitted to **hospital** as an inpatient for at least 24 hours caused by **sickness** (apart from pregnancy-related complications, as is set out below). In respect of an **eligible child**, if optional Child Cover has been held for at least 12 months since the **policy start date** or the date on which **we** accept inclusion of optional Child Cover (if added later), **policy** benefit for hospitalisation due to **sickness** will be payable. **Policy** benefit will be paid once the 12 month anniversary has been reached and is not payable for any time spent in **hospital** prior to the 12 month anniversary.

**Policy** benefit for hospitalisation due to pregnancy-related complications will be paid if an **insured person** is admitted to **hospital** as an inpatient for at least four complete and uninterrupted days (a day is a period of 24 hours). **Policy** benefit will only be paid from day five onwards.

Pregnancy-related complications include childbirth, abortion, pregnancy or pregnancy-related conditions. Pregnancy-related conditions include, but are not limited to, miscarriage, ectopic pregnancy and placenta praevia.

## 5.3 Duration of hospitalisation

**Policy benefit** for hospitalisation is only paid for each complete and uninterrupted 24 hour period (a day), up to a maximum of 90 days per **accident** or **sickness**. Days of hospitalisation that are less than 24 hours will not be paid.

If an **insured person** is admitted to **hospital** as an inpatient as a result of an **accident** or **sickness** for a period of at least 24 hours, and is then admitted again due to the same or directly related **accident** or **sickness**, this is considered to be a continuation of a previous **hospital** admittance in calculating the maximum **policy** benefit of 90 days.

Hospitalisation as a result of a voluntary organ donation by an **insured person** to one of their parents, siblings (including legally adopted siblings and step-siblings) or children (including legally adopted children and step-children), is covered from the **policy start date**.

### What's not covered?

- Hospitalisation resulting from **optional surgery** (other than voluntary organ donation as described above)
- Hospitalisation in a non-UK hospital

The general exclusions also apply.

## 6. Non-accidental death

**We** will pay a **policy** benefit if **you** die from any non-**accidental** cause during the term of the **policy**. The **policy** benefit will increase during the first five years as shown in **your Policy Schedule**. If death occurs less than 12 months from the **policy start date**, the **policy** benefit will be a refund of the total premiums already paid under the **policy**.

Payment of non-**accidental** death benefit automatically terminates the **policy**.

### What's not covered?

- **We** will not pay non-**accidental** death benefit in respect of **eligible children**.

The general exclusions also apply.

# Optional Cover

If selected by **you**, as shown in **your Policy Schedule**, **we** will pay the following **policy** benefits in the event of any of these **insured events** occurring during the term of the **policy**:

## 1. Child Cover (optional)

If, during the term of the **policy** an **eligible child** suffers an **insured event** or is diagnosed with **cancer - excluding less advanced cases**, **we** will pay the **policy** benefit shown in **your Policy Schedule**, in order to support **you** through the disruption to normal life.

In respect of an **eligible child**, the maximum number of **units** of cover is ten, across all Accident Protection, MultiProtect and EverydayProtect policies provided by **us** and taken out by **you** and/or **your** spouse or partner who **you** live with. Any **policy** benefit payable will be limited to that maximum. The number of **units** in respect of an **eligible child** must equal the number of **units** covered by **you**.

Child Cover can be added at any time after the **policy start date**. To add Child Cover, **you** should contact **us**. **We** will issue **you** with an **endorsement** to the **policy** to add the cover.

Cover for an **eligible child** starts on the **policy start date** or the date on which **we** accept inclusion of the optional Child Cover (if added later), and will continue until the earliest of the following:

- the **eligible child's** 18th birthday, or 23rd birthday if in education, an unpaid traineeship/apprenticeship or with dependency on **you** due to mental and/or physical disability;
- payment of **policy** benefit for **total permanent disablement - unable to look after yourself ever again** in respect of **you** or the **eligible child**;
- **you** or the **eligible child** ceasing to be a **UK resident**;
- **your** 75th birthday;
- **your** death; or the **eligible child's** death;
- **you** cancelling Child Cover; or
- non-payment of the **premium**.

**You** must notify **us** promptly by telephone and/or in writing if, during the term of the **policy**, an **eligible child**:

1. attains the age of 18, or 23 if in education, an unpaid traineeship/apprenticeship or with dependency on **you** due to mental and/or physical disability;
2. ceases to be a **UK resident**;
3. dies as a result of an **accident**; or
4. dies for any other reason and Child Cover is no longer needed.

## What's not covered?

**Policy** benefit for **cancer - excluding less advanced cases** will not be payable if the **eligible child**:

- has previously been diagnosed as having any form of **cancer - excluding less advanced cases** prior to the **policy start date** or the date on which **we** accept inclusion of Child Cover (if added later);
- is diagnosed as having **cancer - excluding less advanced cases** during the first 90 days from the **policy start date** or the date on which **we** accept inclusion of Child Cover (if added later);
- has any medical tests or investigations during the first 90 days from the **policy start date** or the date on which **we** accept inclusion of Child Cover (if added later), which subsequently lead to the diagnosis of **cancer - excluding less advanced cases**;
- had any medical tests or investigations prior to the **policy start date** or the date on which **we** accept inclusion of Child Cover (if added later) which subsequently lead to the diagnosis of **cancer - excluding less advanced cases** after the **policy start date** or the date on which **we** accept inclusion of the Child Cover (if added later).

**Policy** benefit for hospitalisation of the **eligible child** due to **sickness** will not be payable during the first 12 months from the **policy start date** or the date on which **we** accept inclusion of Child Cover (if added later). The general exclusions also apply. **Eligible children** are not covered under Active Lifestyle Cover or Specialist Healthcare Cover.

## 2. Active Lifestyle Cover (optional)

At the point of taking out **your policy** you can select Active Lifestyle Cover. **You** cannot select this cover after the **policy start date**. The number of **units** for Active Lifestyle Cover must equal the number of **units you** have under **your policy**.

If **you** select Active Lifestyle Cover, **we** will pay the **policy** benefit shown in **your Policy Schedule** in any given **policy year** to help **you** get back on track in the event of **you** sustaining **bodily injury** caused by an **accident**, which results in:

- a **dislocation**; and/or
- either a **tendon rupture** or a **ligament tear**.

In each **policy year** you can only make one claim for the **policy** benefits shown above. So, for example, **you** will only be covered for one **dislocation** and one **tendon rupture** or **ligament tear**. The table below states the **policy** benefit payable for different types of **ligament tear**.

Event	Policy benefit payable
Complete (grade 3) <b>ligament tear</b>	<b>We</b> will pay 100% of the <b>policy</b> benefit shown in <b>your Policy Schedule</b>
Partial (grade 2) <b>ligament tear</b>	<b>We</b> will pay 50% of the <b>policy</b> benefit shown in <b>your Policy Schedule</b>
Complete (grade 3) <b>ligament tear</b> in the same <b>policy year</b> as a <b>policy</b> benefit payment for a prior partial (grade 2) <b>ligament tear</b>	<b>We</b> will pay 50% of the <b>policy</b> benefit shown in <b>your Policy Schedule</b>

When **you** reach **your** 70th birthday, **your policy** benefits provided under Active Lifestyle Cover will be reduced by 50% until **you** reach **your** 75th birthday, when **your policy** will terminate, as shown in **your Policy Schedule**.

**We** will write to **you**, at **your** last known postal or email address, within a reasonable time before **your** 70th birthday, to remind **you** that **your** Active Lifestyle Cover **policy** benefits will be reduced by 50%. If **you** are not happy with the reduction of benefits, **you** have the right to cancel **your** Active Lifestyle Cover (see section - Cancellation).

### What's not covered?

- Soft tissue injuries
- Dislocation of bones of the fingers, thumbs and toes
- Dislocations that do not require X-ray, magnetic resonance imaging (MRI) scan or computerised tomography (CT) scan, and surgery or manipulation under anaesthetic
- Preventative surgery to repair a **dislocation** that occurred outside the term of the **policy**

The general exclusions also apply.

**Eligible children** are not covered under Active Lifestyle Cover.



### 3. Specialist Healthcare Cover (optional)

**You** can select Specialist Healthcare Cover at any time after the **policy start date**, but only once during the term of the **policy**, provided **you** are a **healthcare worker** at the time of selecting the cover. If during the term of the **policy** **you** cease to be a **healthcare worker**, **you** must notify **us** by telephone and/or in writing so the cover can be removed. The number of **units** for Specialist Healthcare Cover must equal the number of **units** **you** have under **your policy**.

To help support **you** through the disruption to normal life, **you** can make a claim under Specialist Healthcare Cover during the term of the **policy** and for up to three years after the date **you** cease to be a **healthcare worker** if **you** have been diagnosed as having one of the infectious illnesses listed below. This must be evidenced by a Consultant and agreed by **our** Chief Medical Officer. **We** will pay the **policy** benefit shown in **your Policy Schedule**, however **policy** benefit will not be paid if the date of contracting the infectious illness occurred after the date **you** ceased to be a **healthcare worker**.

- Clostridium difficile infection
- Human Immunodeficiency virus (HIV)
- Hepatitis B
- Hepatitis C
- Bacterial meningitis
- Septicaemia caused by methicillin-resistant Staphylococcus aureus (MRSA)
- **Tuberculosis - excluding latent tuberculosis**

The payment of premium for Specialist Healthcare Cover will automatically terminate when:

- **policy** benefit for Specialist Healthcare Cover has been paid; and/or
- **you** notify **us** by telephone and/or in writing that **you** ceased to be a **healthcare worker**.

#### What's not covered?

- Claims where an infectious illness listed above is contracted or where **you** have been referred for tests or investigations relating to the infectious illness before the **policy start date** or the date on which **we** accept inclusion of the optional Specialist Healthcare Cover (if added later)
- Claims where an infectious illness was contracted after the date **you** ceased to be a **healthcare worker**
- Claims where **you** were not a **healthcare worker** at the time of selecting cover
- Latent tuberculosis

The general exclusions also apply.

**Eligible children** are not covered under Specialist Healthcare Cover.

# Making a claim and payment of policy benefit

## Making a claim

If **you** think **you** are entitled to claim, **you** should contact **us** as soon as possible by calling **us** on **0800 917 0100** or **01273 872 456**, Monday to Friday, from 9am until 5pm. Calls may be recorded for monitoring or training purposes.

If **you** are unclear about whether **you** can claim, or how to claim, please contact **our** Claims Department using the contact details above.

Alternatively, **you** can write to: Claims Department, PO Box 1411, MetLife, Sunderland SR5 9RB or email **us** at **claims@metlife.uk.com**.

**We** will send **you** a claim form for **you** to complete. Please return it to **us** as soon as **you** can.

**Your** claim needs to be supported by a Registered Doctor or Medical Practitioner in the United Kingdom; **we** will not pay any **policy** benefit in respect of **your** claim without satisfactory evidence from a Registered Doctor in the United Kingdom.

**We** will pay any costs of obtaining copies of any statements or medical reports from **your** or **your eligible child's** treating Doctor or Medical Practitioner. **We** may also require **you** or **your eligible child** to undergo a medical examination at **our** expense or to attend any available rehabilitation courses deemed appropriate by **us**. Any attendance **we** require is paid for by **us**.

**Your** claim may be reviewed by **our** Chief Medical Officer and/or Clinical Support Consultant. If satisfactory evidence is not provided, **we** may decline the claim. If **we** ask **you** or **your eligible child** to attend a medical examination or rehabilitation course and **you** or they refuse or do not attend, or if **we** do not receive the necessary consent to access medical records or reports, **we** may decline the claim.

**We** will not pay the **policy** benefit until **you** have provided proof to **our** satisfaction of:

- the eligibility of **you** or **your eligible child**, including date of birth; and
- the occurrence of the **insured event**, with the relevant medical evidence.

If it is found that **your** information differs to that stated in **your** application and/or **Policy Schedule**, the **policy** benefit may be altered, or the claim declined at **our** discretion to reflect the discrepancy.

## Payment of policy benefit

Any **policy** benefit, except **policy** benefit payable in respect of death, will be paid to **you**.

Payment of any death benefit will be paid to the **executor(s)** or **administrator(s)** of the deceased **insured person's estate**.

Payment of **policy** benefit in respect of an **eligible child** will be paid to **you**, if living, or otherwise to the **eligible child's legal guardian** at the time of claim.

# General exclusions

This **policy** does not cover any claim caused or resulting directly or indirectly in whole or in part by or from any of the following:

- Psychiatric illness, depression, mental or anxiety disorders, or stress-related conditions;
- Unreasonable failure to seek or follow medical advice, including failure to obtain medical advice after symptoms have been noticed or **bodily injury** has been suffered;
- Actual or attempted suicide;
- Self-inflicted injury;
- Assault or fighting (except in genuine self-defence or organised sport)
- Active participation in an actual or attempted illegal act, which includes road traffic offences;
- War, invasion, act of foreign enemy, hostility (whether war has been declared or not), civil war, rebellion, revolution, insurrection, or coup;
- Any form of travel to a country where the Foreign, Commonwealth & Development Office (FCDO) advises against all travel. Please refer to the 'foreign travel advice' section on the FCDO website for confirmation of these locations;
- Any form of travel to a country where the Foreign, Commonwealth & Development Office (FCDO) advises against travel (including all but essential travel), following the declaration of a pandemic from the World Health Organisation (WHO). Please refer to the 'foreign travel advice' section on the FCDO website for confirmation of these locations;
- Any form of **aerial flight** (including the use of a wingsuit), other than as a fare paying passenger of a licenced airline or charter service;
- The **insured person** drinking alcohol which results in the **insured person** suffering physical or mental impairment which causes the **accident** or **bodily injury**, including, but not limited to, problems with balance, mobility, coordination, poor judgment or loss of inhibitions leading to actions the **insured person** might not otherwise have taken without the influence of alcohol;
- Alcoholism, the excessive consumption of alcohol over a prolonged period or periods, solvent abuse, or drug taking (unless taken as prescribed by a registered medical practitioner and not for the treatment of drug addiction);
- Participation in a **contest of speed**, mountaineering, outdoor cliff or rock climbing, potholing or **professional sport**;
- Working with, or engagement with, the following materials, equipment or activities at the time of the **bodily injury** or **sickness** within the **insured person's** occupation, or employment or self-employment:
  - the use of, contact with, or exposure to any form of explosive substances or materials, asbestos, pneumatic drilling or tunnelling equipment;
  - diving, demolition, underground or open cast mining, or quarrying;
  - couriering (including food delivery) by means other than a car, van, lorry or by foot; and/or
  - if the **insured person** is on an oil or gas rig or platform and involved with the collection of oil or gas including the operation and maintenance of any equipment used in connection with the collection of oil or gas.
- Any form of military, army, naval or air force service.

# Cancellation

**You** can cancel this **policy** at any time. **You** should let **us** know by calling **us** on **0800 917 0100** or **01273 872 456**, or writing to MetLife, PO Box 1411, Sunderland SR5 9RB. **We** will then write to **you** and confirm that the **policy** has been cancelled.

If **you** cancel within the initial cancellation period, **you** are entitled to a full refund of any **premiums you** have paid up to that time, providing **you** have not made a claim.

The initial cancellation period is 30 days from the date **you** receive confirmation from **us** that cover has started, or the date **you** receive **your Policy** Terms and Conditions, whichever is later.

If the **policy** is cancelled after the initial cancellation period, there is no refund of **premiums** paid.

## **Cancellation of optional Child Cover, Active Lifestyle Cover and/or Specialist Healthcare Cover**

**You** can cancel optional Child Cover, Active Lifestyle Cover and/or Specialist Healthcare Cover at any time. Once **you** have cancelled Active Lifestyle and/or Specialist Healthcare Cover, **you** will not be able to add it to **your policy** again. To cancel any optional cover, **you** should let **us** know by calling **us** on **0800 917 0100** or **01273 872 456**, or writing to MetLife, PO Box 1411, Sunderland SR5 9RB. **We** will then write to **you** and confirm that the optional cover has been cancelled.

# General conditions

## Policy value

This **policy** only provides the **policy** benefits described in this document. There is no cash surrender value at any time.

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## Payment of premiums

**You** must pay the **premium** monthly in advance from a UK bank account throughout the duration of **your policy**. **You** are allowed 30 days in which to pay each **premium** from either the monthly anniversary of the **policy start date** or, if **you** chose one, a selected payment date. If **you** do not pay the **premium** within this 30 day period, the **policy** will automatically end without value as at the date on which the unpaid **premium** was due. If **you** make a claim within the 30 day period, any unpaid **premium** will be deducted from the **policy** benefit that is payable by **us**.

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## Payments

All **premiums** and **policy** benefits are payable in Pounds Sterling from and to a UK bank account.

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## Changes to the policy or premium

**We** monitor the **premium** needed to provide the **policy** benefits. **We** may increase or decrease the **premium** for this **policy** no more than every 5 years.

Any increase or decrease of the **premium** is assessed fairly, to reflect unexpected changes in **our** actual and expected experience of:

- claims;
- expenses;
- policy lapses and new policies agreed;
- investment income **we** receive; or
- the law affecting this **policy** or **us**.

**We** may need to vary the terms and conditions of **your policy** if:

- in **our** opinion, there are any changes or amendments in **your** interest or to **your** advantage;
- there are any obvious errors or omissions affecting **your policy**;
- there is a request from any regulatory authority to do so; or
- there is a change in the law, regulation, taxation or recommendations or decisions of a regulator or similar body affecting **us** or **your policy** (including the benefits provided by **your policy**).

**We** will write to **you**, at **your** last known postal or email address, giving 30 days' notice of any change. If **you** are not happy with the changes or amendments, **you** have the right to cancel **your policy** (see section - Cancellation).

**You** may reduce the number of **units** covered under **your policy** at any time by contacting **us**. **We** will issue **you** with an amended **Policy Schedule** stating the amount of cover **you** have selected. **You** cannot increase the number of **units** under this **policy**, but **you** may be able to take out a further policy.

## Notification

**You** must notify **us** if promptly by calling **us** on **0800 917 0100** or **01273 872 456**, or writing to MetLife, PO Box 1411, Sunderland SR5 9RB if **you**;

- change **your** contact details, including postal address, email address and/or telephone number;
- change **your** bank account details;
- cease to be a **UK resident**;
- select Child Cover during the term of **your policy**, and **your** child ceases to be an **eligible child**;
- select Specialist Healthcare Cover during the term of **your policy**, and **you** cease to be a **healthcare worker**.

## Data protection

**We** are a data controller in respect of any personal data **you** provide to **us**, whether at the time **you** take out **your policy** or in the future when **you** make a claim. This includes any sensitive personal data, such as health information or medical reports or records relating to **you**. The ways in which **we** may collect, share or process **your** personal data are explained in **our Privacy Notice**, which forms part of **your policy**. The **Privacy Notice** also explains **your** rights regarding **your** personal data. A copy of **our Privacy Notice** is also available on **our** website, [www.metlife.co.uk](http://www.metlife.co.uk).

Should **you** have any questions or concerns, please contact the MetLife Data Protection Officer at [DataProtectionUK@MetLife.com](mailto:DataProtectionUK@MetLife.com).

## Law

This **policy** and any dispute or claim arising out of or in accordance with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. **We** and **you** submit to the exclusive jurisdiction of the English courts to settle any dispute or claim that arises out of or in connection with this **policy** or its subject matter or formation (including non-contractual disputes or claims).

## Completeness and accuracy of information you provide to us

It is important that the information **you** provide to **us** is accurate and complete. If any of the information **you** provide to **us** is fraudulent or deliberately misleading:

- **your policy** will be void and any other insurance policies **you** hold with **us** may also be terminated;
- **we** will not pay any **policy** benefit to **you**;
- any **policy** benefit that has already been paid under this **policy** must immediately be repaid to **us** and **we** may not return any **premiums** received; and
- **you** will not be able to take out another policy with **us** in the future.

If any of the information **you** provide to **us** is innocently untrue or inaccurate:

- **your policy** may be void and any other insurance policies **you** hold with **us** may also be terminated;
- **we** may not pay any **policy** benefit to **you**; and
- **we** may ask **you** to return any **policy** benefit that has already been paid under this **policy** and **we** may not return any **premiums** received.

## Assignment

This **policy** is personal to **you**, which means **you** cannot transfer the ownership of the **policy** to another person or company.

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## Contracts (Rights of Third Parties) Act 1999

The Contracts (Rights of Third Parties) Act 1999 does not apply to the **policy**. A person who is not a party to this contract has no right to enforce any term of the contract. No consent of any third party shall be required under the Contracts (Rights of Third Parties) Act 1999 to any cancellation or termination or change or variation or alteration of the terms and conditions of this **policy**.

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## Complaints

**We** hope that **you** will be happy with **our** service. If for any reason **you** are not happy, **we** would like to hear from **you**. In the first instance, telephone **us** on **0800 917 0100** or **01273 872 456** (9am - 5pm Monday to Friday) or write to MetLife, PO Box 1411, Sunderland SR5 9RB.

Information regarding **our** internal procedures for the handling of complaints can be found in the complaints section on **our** website at **www.metlife.co.uk**

If **you** are not satisfied with **our** response to **your** complaint, **you** can ask the Financial Ombudsman Service to review the case.

**You** can contact them on **0800 023 4567** or by writing to: Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London E14 9SR. Website: **www.financial-ombudsman.org.uk**

Referring **your** complaint to the Financial Ombudsman Service will not affect **your** right to take legal proceedings.

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## Tax

Any benefits paid out from the **policy** are free from UK income tax and capital gains tax. However, inheritance tax may be due on any payment made after the death of an **insured person**. Tax is based on personal circumstances and subject to change.

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## Compensation

**We** have taken steps to ensure all **our** UK customers are eligible to apply for compensation through the Financial Services Compensation Scheme (FSCS). In the event of a firm covered by the scheme being unable to meet its financial obligations, the FSCS will seek to transfer policyholders and their benefits to another provider who can.

If they are unable to do this policyholders may be eligible for lump sum compensation of up to a maximum of 90% of the contractual benefits provided by their **policy**.

For more information about the FSCS, visit their website **www.fscs.org.uk** or telephone **0800 678 1100**.

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## Financial strength

If **you** would like to know more about **our** financial strength, including **our** Solvency and Financial Condition Report (SFCR), please visit **our** website at **www.metlife.eu/financial-reports**.

# Definitions

For the purpose of these **Policy** Terms and Conditions and any other associated documents, the following expressions have the following meanings, except where the context requires otherwise:

## **Accident / Accidental**

means a sudden identifiable event operating by violent external and visible means, which happens by chance and which could not be expected.

## **Administrator**

means a person appointed by a court to administer an **estate** where the deceased did not make a Will before their death. The **administrator** is empowered to deal with the **estate**.

## **Aerial flight**

includes, but is not limited to, flying, flying by helicopter, or other aerial activities, including as a pilot or aircrew, or for the purposes of any trade or technical operation in or on the aircraft and activities which use a parachute, including skydiving.

## **Blindness - permanent and irreversible**

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

## **Bodily injury(ies)**

means injury during the term of the **policy** which is caused solely by **accidental** means and independently of **illness**, previous injury or any other cause.

## **Cancer - excluding less advanced cases**

(applicable to optional Child Cover only) any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes leukaemia, sarcoma and lymphoma except cutaneous lymphoma (lymphoma confined to the skin).

For the above definition the following are not covered:

- All cancers which are histologically classified as any of the following:
  - pre-malignant;
  - non-invasive;
  - cancer in situ;
  - having either borderline malignancy; or
  - having low malignant potential.
- All tumours of the prostate unless histologically classified as having a Gleason score of 7 or above or having progressed to at least clinical TNM classification T2bN0M0.
- Chronic lymphocytic leukaemia unless histologically classified as having progressed to at least Binet Stage A.
- Any skin cancer (including cutaneous lymphoma) other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin).
- All thyroid tumours unless histologically classified as having progressed to at least TNM classification T2N0M0.

## **Contest of speed**

means taking part in sprints, racing, speed or time trials involving the following: any type of car or truck, any type of motorcycle or motorised bike including a quad bike, any motor or wind powered boat including a jet ski or a horse (other than for dressage, show jumping, team chasing and cross country).

## **Deafness - permanent and irreversible**

means **permanent** and **irreversible** loss of hearing to the extent that the loss is greater than 95 decibels across all frequencies using a pure tone audiogram.



### Dislocation

means the displacement of bone from its normal position at the joint for which **you** have had an X-ray, magnetic resonance imaging (MRI) scan or computerised tomography (CT) scan, and surgery or manipulation under anaesthetic in a **hospital** to repair the **dislocation**. Bones of the fingers, thumbs and toes are not included within this definition.

### Eligible child/Eligible children

means **your** children (including legally adopted children, step-children or those children you are the **legal guardian** for) who are **UK resident** and are aged from 6 months to their 18th birthday, or 23rd birthday if in education, an unpaid traineeship/apprenticeship or with dependency on **you** due to mental and/or physical disability. Step-children are defined as children of **your** spouse or partner by a previous union. **Eligible children** do not need to live with **you**.

### Endorsement

means a clause detailing an exemption from or any change to the **policy**.

### Estate

means property, which vests in or is held by the **executor** or **administrator** after death.

### Executor

means a person appointed by a Will to administer the deceased's **estate** after death. The **executor** is empowered to deal with the **estate** as directed by the Will existing at the date of the deceased's death.

### Healthcare worker

means **you** provide regular clinical and/or non-clinical care or services in a healthcare setting.

### Hospital

means a UK institution, registered as a **hospital** in accordance with UK law and legislation, which has accommodation for resident patients and facilities for diagnosis, surgery and treatment including hospices where admittance is for terminal prognosis care. It does not include a long-term care nursing unit, a geriatric or pre-convalescent ward or an extended care facility for convalescence or rehabilitation.

### Illness

means any disease, disorder, syndrome, genetic and/or congenital defect for which the **insured person** has sought treatment, diagnosis, care and/or medical advice, which also includes conditions diagnosed after the date of an **accident**.

### Insured event

means an event set out in **your Policy Schedule** which occurs during the term of the **policy** for which any **policy** benefit is payable.

### Insured person

means **you** and, if optional Child Cover has been selected, any **eligible children** from time to time.

### Irreversible

means cannot be materially improved upon by medical treatment and/or surgical procedures that are reasonably available at the time of claim.

### Legal guardian

means a person appointed by a Will or by a court who has legal responsibility for providing for the care and management of a child and of the child's property.

### Ligament tear

means the complete (grade 3) or partial (grade 2) tear of a ligament to the knee or ankle joint that is confirmed by radiological imaging.

### Loss of finger or toe - *permanent physical severance*

means **permanent** physical **severance** of any finger entirely, from above the first and largest knuckle on the hand or **permanent** physical **severance** of any toe entirely from the joint at the base of the toe.

### Loss of major organ

means the total and **permanent** removal of a kidney, spleen, lung, pancreas, urinary bladder or stomach

### Loss of one or more hands or feet - *permanent physical severance*

means **permanent** physical **severance** of one or more than one hand or foot above the wrist or ankle joint as a result of the same **accident**.

**Loss of speech - total permanent and irreversible**

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

**Loss of thumb**

means **permanent** physical **severance** of an entire thumb from above the first and largest knuckle on the hand.

**Loss of use**

means total and **irreversible permanent** loss of function and without **permanent** physical **severance**. Successful reconstruction or replacement of a joint resulting in function being restored is not included within this definition.

**Major broken bone**

means a break, caused solely by **accidental** means and independently of **illness**, previous injury or any other cause, which can be evidenced by radiological imaging or other **suitable clinical diagnosis**, of a bone within the leg, ankle, arm, back, neck, hip, pelvis, cranium, mandible, shoulder, or wrist. More than one break to the same bone will be treated as a single claim.

**Minor broken bone**

means a break, caused solely by **accidental** means and independently of **illness**, previous injury or any other cause, which can be evidenced by radiological imaging or other **suitable clinical diagnosis**, of any other bone not covered under **major broken bone**. The nose is excluded. More than one break to the same bone will be treated as a single claim.

**Optional surgery**

means an operation **you**, or with respect to an **eligible child**, the **eligible child's** parent(s) or **legal guardian**, choose to have done, which may not be essential to continuation, or quality, of life.

**Paralysis of limbs - total and irreversible**

means total and **irreversible** loss of muscle function to the whole of any two limbs.

**Permanent**

means expected to last throughout the **insured person's** life.

**Policy**

means the **policy** evidencing the contract of insurance between **you** and **us** comprising of the following documents, which together are referred to as the '**policy**': these **Policy** Terms and Conditions, **your Policy Schedule**, **our Privacy Notice**, any endorsements to the **policy**, **your** application and any other statements made by **you** to **us**.

**Policy Schedule**

means the **Policy Schedule** issued by **us** in respect of the **policy**.

**Policy start date**

means the date on which the application is accepted as detailed in **your Policy Schedule**.

**Policy year**

means a 12 month period commencing on the **policy start date** and each subsequent 12 month period commencing on the anniversary of the **policy start date**.

**Premium(s)**

means the amount shown in **your Policy Schedule** which is payable by **you** for the cover provided by **your policy**.

**Privacy Notice**

means **our Privacy Notice**, which sets out how **we** may collect, share or process **your** personal data, and explains **your** rights regarding **your** personal data.

**Professional sport**

means competitive sport undertaken on a professional, not amateur, basis as a main occupation and income

**Severance**

means the complete separation and dismemberment of the part from the body.

**Sickness**

means any **illness** or infirmity that is not a **bodily injury**.

**Suitable clinical diagnosis**

means a diagnosis based on the physical examination of the **insured person** and their symptoms, and in a clinical setting, by the treating Medical Practitioner, who is registered in the United Kingdom and who is appropriately specialised in general medicine, orthopaedics, or trauma medicine.

**Tendon rupture**

means the rupture of any of the following tendons, Achilles, hamstring, bicep brachii (upper arm), quadriceps and rotator cuff.

**Third degree burns - covering 20% of the body's surface**

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

**Total permanent disablement - unable to look after yourself ever again**

means loss of the physical ability caused by **bodily injury** to do at least 3 to 6 tasks listed below ever again.

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

The **insured person** must need the help or supervision of another person and be unable to perform the task on their own, even with the use of special equipment routinely available to help and having taken any appropriate prescribed medication.

The tasks are:

- **Washing** - the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
- **Getting dressed and undressed** - the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
- **Feeding yourself** - the ability to feed yourself when food has been prepared and made available.
- **Maintain personal hygiene** - the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
- **Getting between rooms** - the ability to get from room to room on a level floor.
- **Getting in and out of bed** - the ability to get out of bed into an upright chair or wheelchair and back again.

For the above definition, disabilities for which the relevant specialists cannot give a clear prognosis are not covered.

For very young children who would not normally be expected to be able to perform these activities even if fully healthy, **total permanent disablement - unable to look after yourself ever again** means that, in the opinion of a Specialist Consultant Paediatrician, and subject to the agreement of **our** Chief Medical Officer, the **eligible child** sustained **bodily injury** which caused the **eligible child** to be, or likely to be, totally unable to ever perform any three of the above activities without the help of another person or the use of special devices and equipment.

**Tuberculosis - excluding latent tuberculosis**

means an unequivocal histological diagnosis of **tuberculosis - excluding latent tuberculosis** made by a Consultant. This diagnosis must be confirmed by **our** Chief Medical Officer and by a positive culture diagnosis identifying Mycobacterium **tuberculosis - excluding latent tuberculosis** from a specimen.

**Unit(s)**

means the value of **policy** benefit or level of cover for each **insured event** as selected by **you** and as shown on **your Policy Schedule**.

**UK resident**

means any person whose habitual residence, meaning the place where the person's centre of vital interests (economic, domestic and social) is located, is in the United Kingdom of Great Britain and Northern Ireland ('UK'). A person will cease to be a **UK resident** if they leave the UK with the intention of not returning to reside in the UK within 6 months, or if they are away from the UK for a continuous period of 6 months.

**We/Us/Our**

means MetLife Europe d.a.c., which is the insurance company that provides **your** insurance cover, and its successors and assigns.

**You/your**

means the policyholder as stated on the **Policy Schedule**.

0800 917 0100

metlife.co.uk

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