

# Smart Guaranteed Life Insurance

Key Facts and Policy Terms and Conditions







# Welcome to Smart Guaranteed Life Insurance

We all want the best for our loved ones. Now that you've chosen Smart Guaranteed Life Insurance, you can relax and live life, knowing that your loved ones will receive a lump sum payment if you were to pass away.

At Smart Insurance® we pride ourselves in offering straightforward and flexible insurance. Plus, our friendly and experienced agents are based in the UK at our Feefo 2022 Platinum Trusted Service call centre, giving you the very best in customer service.

Smart Guaranteed Life Insurance is provided by one of Scotland's longest standing Life Insurers of over 150 years – Scottish Friendly Assurance Society Limited, so you can be confident knowing that your policy is backed by a respected and secure organisation.

Now that you have Smart Guaranteed Life Insurance, you'll be protected 24 hours a day, 7 days a week, anywhere in the world.

Let Smart Insurance look after the future while you enjoy today.



## **About this document**

This document has been provided to help you understand the main considerations that you need to think about when deciding if Smart Guaranteed Life Insurance is right for you.

Please read the document carefully so that you understand the policy you have chosen. At Smart Insurance we're here to help, so please contact us if you have any queries or need further information to understand the product you have bought.

A life insurance policy can be a long term commitment so it's important to keep this document in a safe place so that you can refer to it in the future.

Some words or expressions used in this document have a special meaning. They will appear in bold font, and you can see their meaning in our Glossary section on page 18.

Smart Insurance is responsible for arranging your policy and carrying out administration on behalf of the insurer, Scottish Friendly Assurance Society Limited (referenced as 'we', 'us', and 'our' under this policy). References to 'you' and 'your' mean the policy holder.

Please keep this document in a safe place for future reference.

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(FSCS)?

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# Key Facts about Smart Guaranteed Life Insurance

The Key Facts of the **policy** provide **you** with a summary of **our** product. The full Terms and Conditions are contained later in this document.

#### About us

**Your policy** is arranged by Smart Insurance. Smart Insurance is a trading name of Neilson Financial Services Limited, who is an insurance intermediary, and is authorised and regulated by the Financial Conduct Authority and entered on the Financial Services register under reference no. 594926.

Neilson Financial Services Limited is registered in England and Wales under no. 07986483. Registered Office, 2 Windsor Dials, Arthur Road, Windsor, SL4 1RS.

Your policy is issued, underwritten and administered by Scottish Friendly Assurance Society Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and entered on the Financial Services register under reference no. 110002, with permission to effect and carry out contracts of insurance

Scottish Friendly Assurance Society Limited is a friendly society incorporated and registered under the Friendly Society Act 1992, whose registered office is at Galbraith House, 16 Blythswood Square, Glasgow G2 4HJ.

Information about **our** business, performance and financial position, and details on how **we** control **our** business and manage risks can be found in **our** Solvency

and Financial Condition Report (SFCR) available on **our** website <u>www.scottishfriendly.co.uk/customer-centre/solvency-two</u>

#### The Financial Conduct Authority (FCA)

The Financial Conduct Authority is a financial services regulator. It requires **us**, Scottish Friendly, to give **you** the important information contained within this document to help **you** to decide whether **our** Smart Guaranteed Life Insurance is right for **you**. **You** should read all the information carefully so that **you** understand what **you** are buying, and then keep it safe for future reference.

#### Which service will Smart Insurance provide you with?

Smart Insurance arrange the **policy** on **our** behalf. **You** do not pay Smart Insurance for doing this. **We** send Smart Insurance a commission which is a percentage of the total monthly **premium**.

You will not receive advice or a recommendation from Smart Insurance nor will they charge a fee for this service. Smart Insurance may ask some questions in order to provide a quotation. You will then need to make your own choice about how to proceed. Smart Insurance only offer protection insurance products from Scottish Friendly.

## What is Smart Guaranteed Life Insurance?

With Smart Guaranteed Life Insurance **you** can select a **benefit amount** between £2,000 and £20,000, depending on **your** age. There are no questions asked about **your** health or any medical conditions that **you** may have. Smart Guaranteed Life Insurance meets the demands and needs of those who would like the **benefit amount** to help pay towards funeral costs, outstanding debts or left as a gift.

#### Who can take out cover?

The Smart Guaranteed Life Insurance can provide cover for you under a single life policy, or for you together with a partner life insured under a joint life policy.

A **life insured** is eligible for cover, if at the **start date** they are resident in the **United Kingdom** and aged 30 to 80. Provided this criteria is met, **we** guarantee to accept **your** application for Smart Guaranteed Life Insurance.

#### What is covered?

If a **life insured** dies, **we** will provide a lump sum payment as specified below:

1						
Event	Amount Payable					
Accidental death	Three times the <b>benefit</b> amount					
Non-accidental death in the first 24 months from the policy start date (the deferred period)	The total of all <b>premiums</b> paid towards a <b>life insured's</b> cover					
Non-accidental death after the first 24 months from the <b>policy start date</b> (after the <b>deferred period</b> )	The <b>benefit amount</b>					

The **benefit amount you** selected for each **life insured** is specified in **your schedule**. The lump sum payment is provided on the death of each **life insured**.

#### What is not covered?

During the first 24 months from the **start date** of the **policy** (the **deferred period**), the amount **we** pay for a non-accidental death will be limited to the return of all **premiums** paid towards a **life insured's** cover.

For full details about what is covered and what is not covered under Smart Guaranteed Life Insurance, please refer to the Terms and Conditions in sections 2 and 4 on pages 12 and 13.

#### How much does cover cost?

The amount of **premium** payable will depend on the **benefit amount** you selected, age and whether **you** have a **single life policy** or **joint life policy**.

The amount of **premium** payable will be stated in **your schedule** which will be sent to **you** at the time **you** are accepted for cover.

**Premiums** are payable monthly and are fixed when **your policy** starts. **Your premiums** will not change throughout the duration of **your policy**, until the **policy anniversary** on or following attainment of age 95, when **premiums** are no longer payable for that **life insured**.

#### When does cover end?

The Smart Guaranteed Life Insurance cover will continue for the whole of each **life insured's** life until the first of the following occurs:

- the date of death of that particular life insured;
- if two consecutive monthly **premium** payments are outstanding;
- the date you cancel the policy; or
- the date we cancel the policy.

On a joint life policy, should the partner life insured be the first to die, the policy holder will be automatically issued with a new single life policy. Should the policy holder be the first to die, the partner life insured will be offered a new single life policy under the terms which would have applied had they had a single life policy from the start date of the original joint life policy.



### **General Information**

# What is my responsibility under the policy?

When **you** hold a Smart Guaranteed Life Insurance **policy**, it is **your** responsibility to:

- answer all the questions asked by Smart Insurance truthfully, accurately and completely to the best of your knowledge when applying for your policy.
- ensure regular monthly **premiums** are paid for the duration of the **policy**.
- tell Smart Insurance when **you**, or any **life insured**, change personal details e.g. name, address or bank details.
- check **your policy** annually, to ensure that it continues to meet **your** requirements.

#### What are the things to consider?

#### No cash-in value

The **policy** has no cash-in value at any time.

#### **Affordability**

You can decrease your premium payments and benefit amount at any time, subject to the minimum benefit amounts available. Please contact Smart Insurance if you need any help with affordability.

#### Missed premiums

If two consecutive **premium** payments are outstanding, **your policy** will end with no value and cover under this **policy** will no longer be provided.

#### You may pay in more

Depending on how long **you** live, it is possible that **you** (or whoever pays the **premiums**) may pay in more than the **benefit amount**.

#### Effects of inflation

The **benefit amount** is fixed when **your policy** starts and does not change. The value of the **benefit amount you** choose may not keep up with inflation and as such, the value may reduce over time.

#### Inheritance tax

In the event of the **life insured's** death and the **policy** paying out to the estate, there may be an inheritance tax requirement. **You** may be able to avoid inheritance tax by using an appropriate trust. If **you** require any additional information or are unsure about what to do, please speak with a financial advisor or solicitor. The Government may change the tax position described above.

You should note that if you have a joint life policy then using a Trust may be ineffective as the joint life policy will end on death of a life insured, this will mean that any replacement policy for you or the partner life insured will be set up outside the Trust.

#### How do I cancel the policy?

You have 30 days from the date on which you receive your policy documents to make sure you are happy with your cover, and decide whether you want to keep it.

If you want to cancel your policy, you must contact Smart Insurance within this period for a full refund, subject to no valid claim being made. If you cancel your policy after the 30 day period then you will not receive any refund of premium.

To cancel, please contact Smart Insurance:

- (\$\) 0800 458 6901,(weekdays between 9am and 7pm)
- Customer Services Smart Insurance, PO Box 6063, Windsor, SL4 9GL
- service@smartinsurance.co.uk

If you do not cancel, your policy will start and end as set out in the Terms and Conditions and your schedule. We will collect premiums as agreed.



#### How to make a claim?

To make a claim, please contact Smart Insurance:

- (\$\) 0800 458 6901, (weekdays between 9am and 7pm)
- Customer Service Smart Insurance, PO Box 6063, Windsor, SL4 9GL
- claims@smartinsurance.co.uk

For further information regarding how to make a claim, please refer to the Terms and Conditions in section 9 on page 16.

#### How do I make a complaint?

**We** hope that **you** never have reason to complain, but if **you** do, **we** will do our best to work with **you** to resolve it. Please contact Smart Insurance:

- 0800 458 6901 (weekdays between 9am and 7pm)
- Customer Service Smart Insurance, PO Box 6063, Windsor, SL4 9GL
- service@smartinsurance.co.uk

Please supply **your policy** number so that **your** complaint can be dealt with promptly. If **we**, or Smart Insurance, cannot resolve **your** complaint immediately, an acknowledgment letter will be sent to **you** within five working days. In the unlikely event that **your** complaint is not resolved to **your** satisfaction or after 8 weeks, **you** may refer it to the Financial Ombudsman Service (FOS) at:

- 0800 023 4567 or 0300 123 9123
- The Financial Ombudsman Service Exchange Tower London, E14 9SR
- complaint.info@financial-ombudsman.org.uk

Following the complaints procedure will not affect **your** legal rights.

# What is the Financial Services Compensation Scheme (FSCS)?

Both **we** and Smart Insurance are covered by the FSCS. **You** may be entitled to compensation from the scheme if either party becomes insolvent and cannot meet their obligations under this **policy**. The circumstances of **your** claim will determine whether **you** can make a claim and the amount **you** can claim. The maximum amount the FSCS will pay is 100% of the value of **your** claim, with no upper limit. **You** can obtain more information from the FSCS:

- ( 0800 678 1100 or 020 7741 4100
- Financial Services Compensation Scheme 10th Floor, Beaufort House 15 St Botolph Street London, EC3A 7QU
- www.fscs.org.uk



# Policy Terms and Conditions Important information about your policy

**Your policy** is arranged by Smart Insurance. Smart Insurance is a trading name of Neilson Financial Services Limited, who is an insurance intermediary, and is authorised and regulated by the Financial Conduct Authority and entered on the Financial Services register under reference no. 594926.

Neilson Financial Services Limited is registered in England and Wales under no. 07986483. Registered Office: 2 Windsor Dials, Arthur Road, Windsor, SL4 1RS.

Your policy is issued, underwritten and administered by Scottish Friendly Assurance Society Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and entered on the Financial Services register under reference no.110002, with permission to effect and carry out contracts of insurance.

Scottish Friendly Assurance Society Limited is a friendly society incorporated and registered under the Friendly Societies Act 1992, whose registered office is at Galbraith House, 16 Blythswood Square, Glasgow G2 4HJ.

This Terms and Conditions document sets out the benefits, terms and exclusions of **your** cover.

Some words or expressions have a special meaning. They appear in bold font and their meaning is explained in the Glossary section on page 18.

After **your** application is accepted by **us**, Smart Insurance will issue **you** with a **schedule**. **Your** contract of **insurance** with **us** consists of:

- your application
- your schedule; and
- this Terms and Conditions document.



# Smart Guaranteed Life Insurance

#### 1. Eligibility

You are eligible for Smart Guaranteed Life Insurance as long as at the start date you are:

- resident in the United Kingdom; and
- aged 30 to 80.

If you wish to add a partner life insured to the policy, the above eligibility criteria applies at the start date or if the cover is added to the policy later, the date when the partner life insured is accepted for cover.

Providing the eligibility criteria is met, we guarantee to accept your application for Smart Guaranteed Life Insurance.

#### 2. What is covered

In the event of an accidental death by a life insured:

- we will pay three times the benefit amount.
- In the event of a non-accidental death by a life insured:
- where death occurred in the first 24 months from the policy start date (the deferred period), we will pay the total of all premiums paid towards a life insured's cover.
- where death occurred after the first 24 months from the policy start date (after the deferred period), we will pay the benefit amount.

Where a new **policy** has been set up following the death of a **life insured** under a **joint life policy**, then the **deferred period** will be measured from the original **start date** of the **joint life policy**.

# 3. Minimum and maximum benefit amounts

The minimum benefit amount for each life insured under the policy is £2,000. The maximum benefit amount for a life insured under the policy at the start date is:

Age at start date	Maximum benefit amount						
30-54	£20,000						
55-59	£17,000						
60-64	£13,000						
65-69	£12,000						
70-74	£9,000						
75-80	£6,000						

If you apply for cover with a partner life insured, you can both apply for individual amounts of cover based on the limits above. The benefit amount you selected is specified in your schedule. If you request to increase the benefit amount after the start date, then the maximum benefit amount is based on the above table and the life insured's age at the date of request.

The lump sum payment is provided on the death of each **life insured**.



#### 4. What is not covered

During the first 24 months from the **start date** of the **policy** (the **deferred period**), the amount **we** pay for a non-accidental death will be limited to the return of all **premiums** paid towards a **life insured's** cover.

#### 5. Cover start and end dates

The Smart Guaranteed Life Insurance cover starts for each life insured on the start date as specified in your schedule and will continue for the whole of each life insured's life until the first of the following occurs:

- the date of death of that particular life insured;
- if two consecutive monthly **premium** payments are outstanding;
- the date you cancel the policy; or
- the date **we** cancel the **policy**.

If you have a joint life policy then, in the event of your death any applicable benefit amount will be paid. The partner life insured will be offered a new single life policy, which they do not have to accept. The terms of the new single life policy will be those which would have applied had the partner life insured applied for a single life policy at the start date of the original joint life policy.

If you have a joint life policy then, in the event of the death of the partner life insured, your joint life policy will end and any applicable benefit amount will be paid. You will be automatically issued a new single life policy. The terms of the new single life policy will be those which would have applied had you applied for a single life policy at the start date of the original joint life policy. This means that whilst your joint life policy will end you will still maintain cover on your own life.



# General conditions and information about your policy

#### 1. Premium payments

Your premium amount is calculated based on the benefit amount you selected, age and whether you have a single life policy or joint life policy.

The amount of **premium** payable will be stated in **your schedule** which will be sent to **you** at the time **you** are accepted for cover.

**Your premium** will be debited from **your** nominated bank account monthly on the date of **your** choice. All **premiums** are to be paid in **United Kingdom** currency (£ sterling) from a **United Kingdom** bank account.

**Premiums** are payable monthly and are fixed when **your policy** starts. **Your premiums** will not change throughout the duration of **your policy**, until the **policy anniversary** on or following attainment of age 95, when **premiums** are no longer payable for that **life insured**.

Under a joint life policy, if one life insured reaches the policy anniversary after their 95th birthday prior to a younger life insured, then the premium amount payable will be reduced in respect of the older life insured and cover will continue for both lives insured.

Once both **lives insured** reach the **policy anniversary** after their 95th birthday, then no **premium** will be payable and cover will still continue for both **lives insured**.

#### 2. Missed premium payments

As soon as a **premium** payment is missed, Smart Insurance will try to contact **you** to discuss **your** payment arrangements and may also reattempt collection of **your premium** from **your** nominated bank account.

If two consecutive monthly payments are not paid, this **policy** will automatically end with no value and **we** will have no further responsibility in respect of this **policy**.

At **our** absolute discretion, **we** may reinstate the cover if the outstanding **premiums** are paid to **us** in full, although **we** reserve the right to make any variation in the cover provided.

For a **joint life policy**, where two consecutive **premium** payments have been missed and either **you** or the **partner life insured** have reached the **policy anniversary** after **your**/ their 95th birthday, **we** can offer a new **policy** in respect of the older **life insured** where cover will continue and there are no further **premium** payments due.

#### 3. Changing your insurance

#### 3.1 Changes you can make

You may apply, at any time, to change your policy during the period of insurance, however, we cannot guarantee that we will be able to make the changes you request. Any changes accepted may be subject to the payment of an additional premium based on your age at the time of the request.

If your changes are accepted, you will receive confirmation of

these changes, including, if applicable, a new **schedule**. The new **schedule** will replace all previous versions issued.

You can make various changes to your policy, including; updating personal details, adding a partner life insured or changing the benefit amount.

#### 3.2 Changing your benefit amount

If at any time you decide to increase the benefit amount for a life insured, then a new deferred period will apply from the date of increase in respect of the amount of increase. The benefit amount increase will also be subject to the maximum benefit amounts available.

If you wish to do so, you can reduce the **benefit amount** at any time, subject to the minimum **benefit amount** that is available. If you do reduce the **benefit amount**, the **premium** will be reduced accordingly.

#### 3.3 Changes under a joint life policy after a claim

For joint life policies, should you pass away, the partner life insured will be offered a new single life policy under the terms which would have applied had they had a single life policy from the start date of the original joint life policy. The surviving life insured will be required to set up a new direct debit and accept the terms of the new single life policy should they wish to do so.

For joint life policies, should the partner life insured pass away, your joint life policy will end. You will automatically be issued with a new single life policy under the terms which would have applied had you had a single life policy from the start date of the original joint life policy. You will not be required to set up a new direct debit.

#### 3.4 Changes we can make

**We** can change the terms and conditions of **your policy** that **we** reasonably consider are appropriate. These changes could affect the amount and type of cover provided under the **policy**. **We** may also make changes due to the result of a change to any applicable legislation or regulation of taxation.

If **we** do decide to make any changes to **your policy**, Smart Insurance will write to tell **you** at least 28 days before the change takes effect.

#### 4. Annual review of cover

It is **your** responsibility to review the cover annually to ensure it remains adequate for **your** needs.

#### 5. Multiple policies

If the **life insured** is covered under more than one Smart Guaranteed Life Insurance **policy**, the total lump sum payment provided on death under all **policies** combined will be limited to that which would have applied under a single **policy** with a chosen **benefit amount** equal to the maximum **benefit amount** as illustrated in the 'Minimum and maximum benefit amounts' section on page 12.

If a reduction in the amount provided is necessary due to

the maximum limits being exceeded, the reduction will be applied to the **insurance policy** most recently commenced and the same proportion of associated **premiums** paid will be refunded.

#### 6. Governing law

This **policy** is governed by the laws of England and Wales unless, at the **policy start date**, **you** are resident in Scotland, in which case this **policy** is governed by the laws of Scotland. All **policy** communication will be in English.

#### 7. Data protection notice

**We** and Smart Insurance fully comply with all applicable Data Protection Legislation and Regulation which protects the **life insured** when:

- we or Smart Insurance contact the life insured;
- the life insured contacts us or Smart Insurance;
- the life insured visits Smart Insurance's website.

Smart Insurance promises to keep the **life insured's** data safe and private, give them ways to manage their marketing choices at any time and not sell their data to anyone else. Smart Insurance shall endeavour to ensure that the personal information they obtain and use will always be held, used, transferred and otherwise processed in accordance with applicable data protection laws and regulations.

The Data Protection Law allows Smart Insurance to use personal information only if they have a clear reason to do so. In order to meet these requirements, Smart Insurance will only process personal data in the following circumstances:

- when it has a legitimate interest to do so;
- when it has a legal duty to;
- in the absence of any of the above, when the **life insured** consents to it.

The **life insured** understands that **we**, and Smart Insurance, have a legal obligation to ensure that the information within the records held is kept up to date, but can only do so if provided with the up to date information by the **life insured**.

By providing personal information, the **life insured** consents that this information, will be used by **us**, **our** reinsurers, Smart Insurance and their service suppliers for administration and customer service including claims handling.

The **life insured** understands that Smart Insurance will only use their personal information to send them marketing messages if Smart Insurance have their explicit consent to do so. The **life insured** understands that they can withdraw their consent to receive marketing messages at any time by informing Smart Insurance.

The **life insured** is able to contact the Data Protection Officer at Smart Insurance at any time, to request a paper copy of Smart Insurance's Privacy Policy. Alternatively, please visit the Smart Insurance website where **you** can view and download a copy.

#### 8. Accuracy of Information

We may not pay part or all of a claim and may have the right to cancel the policy at the time if, when you applied for the policy or when making a claim, the life insured failed to answer all our questions truthfully, accurately and completely to the best of their knowledge and/or the life insured does not

provide all the information Smart Insurance asks for, and/or the **life insured** does not tell them of any inaccuracies before or immediately after **your policy** is issued.

If the **life insured's** date of birth as shown on **your schedule** is incorrect, the terms of the **policy** shall be cancelled and reissued based on terms that would have applied if the correct date of birth had been given. This could include increasing the amount of **premium** payable, reducing the **benefit amount** or cancelling this **policy**.

#### 9. How to make a claim

Claims should be made as soon as possible after the insured event occurs. To make a claim under this **policy**, please contact Smart Insurance:



Customer Services - Smart Insurance, PO Box 6063, Windsor, SL4 9GL

(a) claims@smartinsurance.co.uk

Once a claim request is received, Smart Insurance will send a claim form to be completed, signed and returned. **We** will require an original death certificate or a certified copy to assess the claim.

We may also require the life insured's treating doctor or a medical specialist to complete a report which will be at our expense. It may also be necessary to access the life insured's medical records. We may also require further information or documentary evidence to assess the claim.

If any information or documentation that would reasonably be required to assess the claim is not provided by the claimant, we will not be able to process the claim until the information or documentation is made available.

Once the claim is accepted, **we** will provide the lump sum payment due to **you** or the person who is legally entitled to it, whichever is appropriate.

If applicable, we will refund any premium(s) collected after the date of death in respect of the life insured where a valid claim is made in respect of the life insured.

When we pay a claim, the life insurance cover will end for that life insured and we will have no further responsibility under the insurance for that life insured following such payment.

#### 10. Cancellation rights

You have 30 days from the date on which you receive your policy documents to make sure you are happy with your cover and decide whether you want to keep it. If you want to cancel your policy within this period, please contact Smart Insurance:

( 0800 458 6901 (weekdays between 9am and 7pm)



service@smartinsurance.co.uk

After Smart Insurance receives **your** cancellation request, the **policy** will be cancelled and **you** will be sent a letter of confirmation. Any **premium you** may have paid will be refunded, subject to no valid claim being made.

If you wish to cancel your policy after the 30 day period, you can do this by contacting Smart Insurance. If you do, you will not receive any refund of premium.

If you do not cancel, your policy will start and end as set out in the Terms and Conditions and your schedule. We will collect premiums as agreed.

**We** can cancel this **policy** in any of the following circumstances:

- if we believe a claim to be false or fraudulent;
- if the incorrect date of birth of a **life insured** was given at the time of application; or
- if two consecutive **premium** payments were not paid when due.

#### 11. Complaints procedure

**We** and Smart Insurance hope that **you** never have reason to complain, but if **you** do, **we** will do **our** best to work with **you** to resolve it. Should **you** wish to make a complaint, please contact Smart Insurance:

( 0800 458 6901 (weekdays between 9am and 7pm)

Customer Services - Smart Insurance, PO Box 6063, Windsor, SL4 9GL

service@smartinsurance.co.uk

When contacting Smart Insurance, please confirm **your policy** number.

Depending upon the nature of **your** complaint, Smart Insurance may deal with **your** complaint directly or send it through to **us**.

**We**, or Smart Insurance, will aim to deal with **your** complaint promptly. If **your** complaint cannot be addressed immediately, an acknowledgment letter will be sent to **you** within five working days of receipt of **your** complaint.

Your complaint will continue to be investigated and if we, or Smart Insurance, are unable to respond within four weeks of receipt of your complaint, you will receive written confirmation that your complaint is still being investigated. Within eight weeks of receiving your complaint, you will either be sent the full and final response detailing the results of the investigation or it will be confirmed that the investigations are still on-going.

If you remain dissatisfied after you have received the full and final response or, after eight weeks, you do not wish to wait for the investigations to be completed, you can refer your complaint to the Financial Ombudsman Service (FOS):

🕠 0800 023 4567 or 0300 123 9123

The Financial Ombudsman Service Exchange Tower London, E14 9SR

complaint.info@financial-ombudsman.org.uk

Following this complaints procedure will not affect **your** legal rights.

## 12. Financial Services Compensation Scheme (FSCS)

Both we and Smart Insurance are covered by the FSCS. You may be entitled to compensation from the scheme if either party becomes insolvent and cannot meet their respective obligations under this policy. The circumstances of your claim will determine whether you can make a claim and the amount you can claim. The maximum amount the FSCS will pay is 100% of the value of your claim, with no upper limit. You can obtain more information from the FSCS at:

( 0800 678 1100 or 020 7741 4100

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

www.fscs.org.uk

#### 13. Solvency II Directive

Under the Solvency II directive, **we** are required to provide **you** with a Solvency and Financial Condition Report and **you** can access this via **our** website:

www.scottishfriendly.co.uk/customer-centre/ solvency-two

# Glossary

In this document, some words appear in bold font, for example, **policy**. These words have special meanings as explained below.

**Accident** means an event resulting in bodily injury occurring whilst this **policy** is in force, where the injury is directly and solely caused by accidental, violent and external means and where the injury is not self-inflicted.

**Accidental death** means death occurring as a direct result of an **accident** which took place while the **life insured** was covered under the **policy** and where death occurs within 90 days of the **accident**.

**Benefit amount** means the amount of cover chosen by **you** and used to determine the lump sum payment provided under this **policy** in respect of a **life insured**. The benefit amount for each **life insured** is shown in the **schedule**.

**Deferred period** means the period the **life insured** has to wait before being eligible for a non-accidental death to be covered.

**Insurance** means, in respect of a **life insured**, the **benefit amount** that has been applied for by the **policy holder** and accepted by **us** as indicated on the **schedule**.

Joint life policy means a policy with two lives insured, the policy holder and a partner life insured. Upon the death of the policy holder or the partner life insured, the surviving partner will be offered a replacement policy as per these Terms and Conditions.

**Life insured** means the **policy holder** and, if applicable, the **partner life insured**.

Medical specialist means a person who:

- holds an appointment as a Consultant at a hospital in the United Kingdom or country where the insured event giving rise to the claim arose;
- is acceptable to our Chief Medical Officer; and
- is a specialist in an area of medicine appropriate to the cause of the claim.

The medical specialist must not be a **life insured** under this **policy**, their spouse, partner, relative or business associate.

**Partner life insured** means a person named in the **schedule** as the partner life insured. A partner is either a legal spouse, civil partner or common law partner of the **policy holder**.

**Policy** means the legal contract between the **policy holder** and **us**. The Policy Terms and Conditions, **your** application, any future application accepted by **us** and the current **schedule** make up the policy.

**Policy anniversary** means the anniversary of the date on which **your** first **premium** payment for this policy was requested.

**Policy holder, you, your** means the owner of this **policy**. This **policy** may not be transferred or assigned to another person.

**Premium** means the fixed amount of money **we** charge **you** on a monthly basis for this **policy**.

**Schedule** means the schedule to this **policy**, or any replacement schedule, issued by Smart Insurance and showing the details of the cover provided by this **policy**.

Single life policy means a single life policy comprising of a single policy for the life insured and applies if the policy holder is the only person detailed on the schedule.

**Start date** means the date an application for a **life insured** is accepted by **us** and cover starts as set out in **your schedule**. If changes are made to **your policy** after the start date, these changes and any applicable **deferred periods** are effective from the date of the change.

**United Kingdom** means England, Northern Ireland, Scotland or Wales.

**We**, **us**, **our** means Scottish Friendly Assurance Society Limited who are responsible for the issue, underwriting and administration of **your policy**.

You, your means the policy holder.

<u>\$ 0800 458 6901</u>

Lines are open from 9am to 7pm Monday to Friday (excluding Bank Holidays). Calls are recorded for training and quality purposes

- service@smartinsurance.co.uk
- Smart Insurance
  PO Box 6063, Windsor, SL4 9GL







#### **Customers with Disabilities**

This document and other associated documentation are also available in other formats. If you require an alternative format, please contact Smart Insurance.

