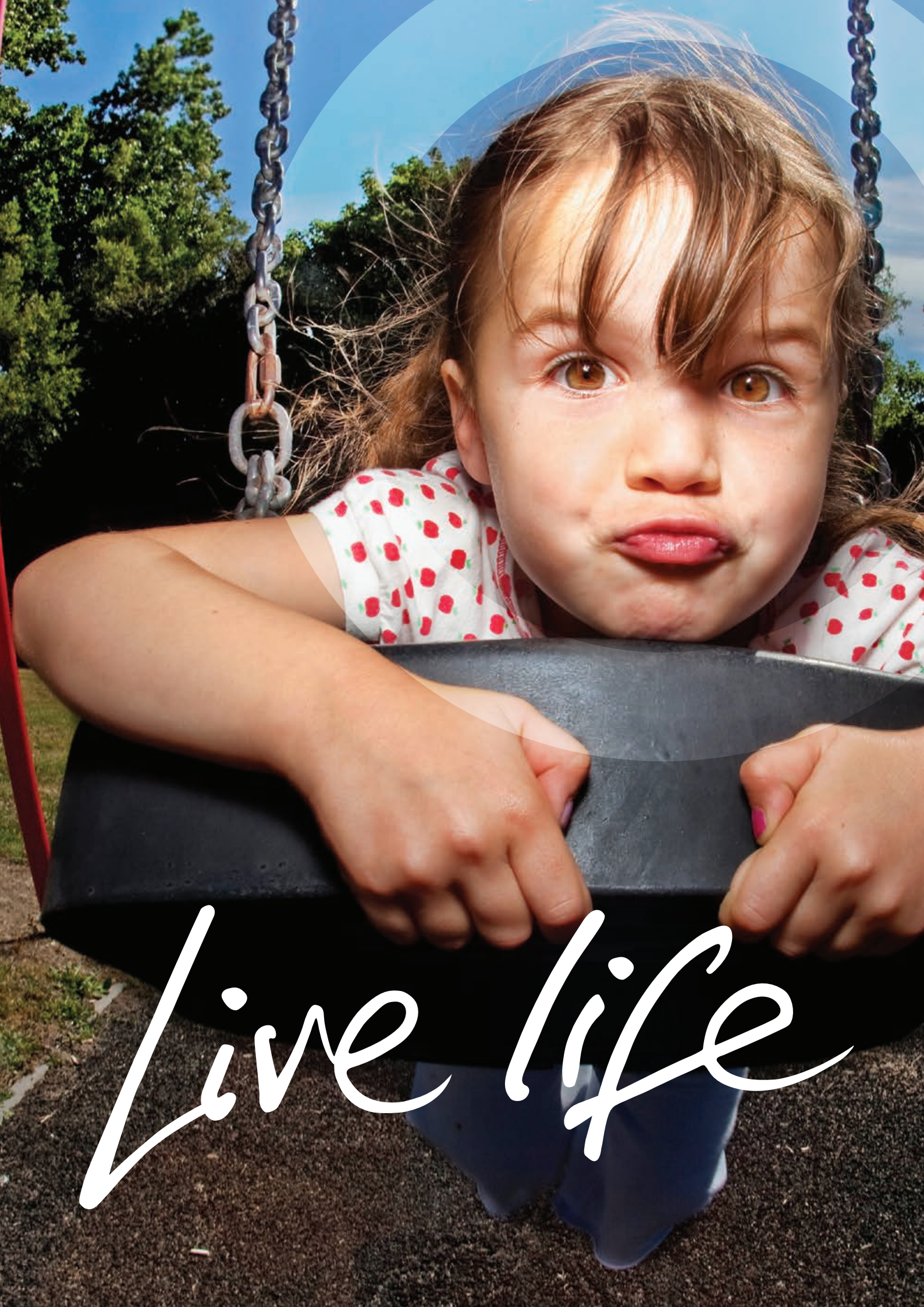




Personal Accident Insurance with Optional Covers

Key Facts and Policy Terms and Conditions





Live life

A photograph of a person swinging on a swing set in a park. The person is wearing a white top with red polka dots. The swing chain is visible, and the background shows green trees and a blue sky. The image is partially obscured by a white graphic element on the right side.

Welcome to Smart Personal Accident Insurance

Now you've chosen Smart Personal Accident Insurance, you can relax – knowing you've got extra financial protection against the everyday risk of accidents.

Smart Personal Accident Insurance can give you peace of mind by protecting your loved ones, should you suffer an accident covered under your policy. You're giving you and your family the financial help they would need to cope.

At Smart Insurance® we know that simple is better. All our products are straightforward and flexible, so your cover can change to suit your personal circumstances. With our Smart flexibility it's easy for you to apply to make changes to your policy – we never have any forms for you to fill in and there are no administration fees for policy changes.

Plus, our friendly and experienced agents are based in the UK at our Feefo 2018 Gold Trusted Service call centre, giving you the very best in customer service.

Smart Personal Accident 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 provided by a respected and secure organisation.

With Smart Personal Accident Insurance in place, you'll be protected 24 hours a day, 7 days a week, anywhere in the world.

Rest assured, you're in safe hands with Smart.



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 Personal Accident Insurance is right for you and your family.

Please read through the document carefully, so that you understand the policy that you have chosen. We're here to help, so just get in touch if you have any queries.

A Personal Accident 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 pages 22 and 23.

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 key life insured under this policy.

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

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keyfacts®

Key Facts about Smart Personal Accident Insurance and Optional Children's cover

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, Landmark Place, Windsor Road, Slough, Berkshire SL1 1JL.

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.

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 Personal Accident Insurance and optional Children's cover 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 we** expect to be paid over the entire duration of **your policy**.

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 to narrow down the selection of benefits that they will provide details on. **You** will then need to make **your** own choice about how to proceed. Smart Insurance only offer products from Scottish Friendly for life, critical illness and personal accident insurance.



How much does Smart Personal Accident Insurance cost?

The amount of **premium** payable will depend on:

- the **benefit amount(s)**;
- whether **you** add the optional cover; and
- whether **you** have a **single plan** or **joint plan**.

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.

Is the policy flexible?

The Smart Personal Accident Insurance **policy** is flexible, so **you** can apply to make changes at any time, provided the **premium** is paid.

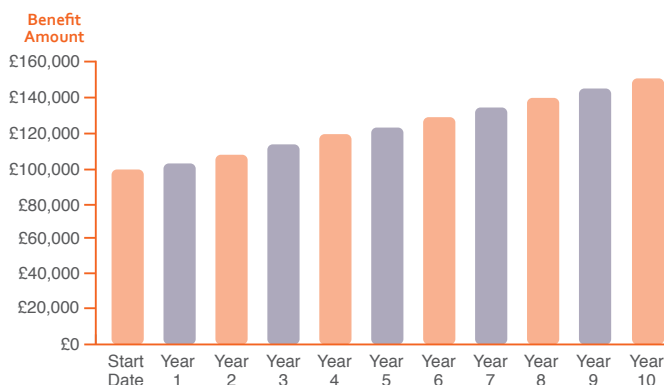
For example, if **you** want to include children in the future, **you** can add them, or perhaps **you** want to make an increase or decrease to **your benefit amount** – that's fine too.

What are automatic benefit amount increases?

The **policy** features a 5% automatic annual increase to **your** chosen **benefit amount** for **your** Personal Accident Insurance and any optional cover **you** have. It is applied automatically to **your policy** on **your policy anniversary** each year for 10 consecutive years from the **policy start date**.

For example, a **benefit amount** of £100,000 will increase by 5% to £105,000 after the first **policy anniversary** and will reach £150,000 after 10 years, as shown in the chart below.

The **benefit amount** increase is a great way of increasing **your benefit amount** over the years, for example, as **your** family grows or to help maintain the buying power of **your** money.



You will be sent a new **schedule** each year, which will show **your** new monthly **premium** recalculated based on the new **benefit amount**.

At this point **you** have the flexibility of deciding to accept the increase, in which case **you** wouldn't need to do anything, or **you** can let Smart Insurance know if **you** wish to opt-out of it. If **you** change **your** mind, **you** can still opt back into any future 5% **benefit amount** increases remaining in the 10 year period.



Smart Personal Accident Insurance

What is Smart Personal Accident Insurance?

Smart Personal Accident Insurance provides financial protection in the event of **accidental death** or serious injury. **You** can choose a **benefit amount** from £30,000 to £500,000 which can be used in any way that it is needed; to pay the mortgage or rent, run the car, or to pay household bills. Smart Personal Accident Insurance meets the demands and needs of those who would like the **benefit amount** to help secure their family's financial future, or help them whilst they recover from an **accidental serious injury**.

Who can take out cover?

You are guaranteed to be accepted for cover if, at the **start date, you** (and if applicable, **your partner life insured**) are:

- resident in the **United Kingdom**; and
- aged at least 18 and under 70.

What is covered?

The Smart Personal Accident Insurance **benefit amount** will be paid if, whilst covered under the **policy**, the **life insured** dies as a result of an **accidental death** or suffers an **accidental serious injury**, namely;

- **blindness – permanent and irreversible,**
- **deafness – permanent and irreversible, or**
- **total and permanent loss of use of two limbs.**

The **accidental serious injury** must occur within 12 months of the **accident**.

In the event of a claim for a **life insured**, the Smart Personal Accident Insurance **benefit amount** is payable once for each **life insured**. The amount of benefit payable is specified in **your schedule**.



What is not covered?

There are certain circumstances where the Smart Personal Accident Insurance **benefit amount** will not be paid. For instance, if the **life insured** suffers an **accidental death** or an **accidental serious injury** directly or indirectly as a result of:

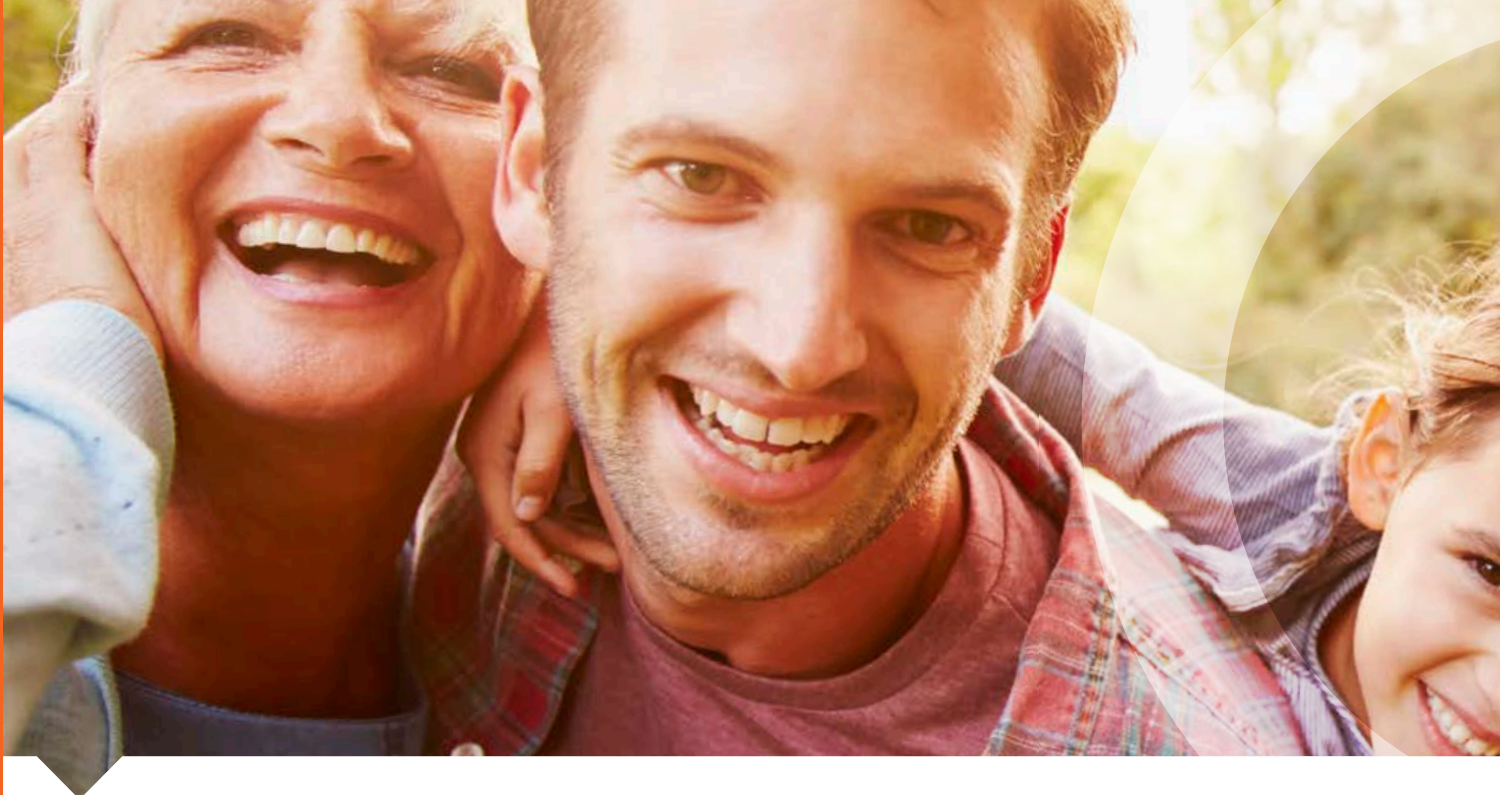
- engaging in criminal acts;
- the consumption of drugs or alcohol;
- engaging in any professional sport;
- engaging in any motor sports as a rider, driver or passenger;
- being a pilot or crew member of any aircraft, or engaging in any flying activity, other than as a passenger in a commercially licensed aircraft.

For full details about what is covered and what is not covered under Smart Personal Accident Insurance cover, please refer to the Terms and Conditions in sections 2 and 5 on page 15.

When does cover end?

The Smart Personal Accident Insurance cover ends for a **life insured** when the first of the following occurs:

- the date of death of that **life insured**;
- the date of payment of an **accidental serious injury benefit amount** for that **life insured**;
- the date **you** cancel the **policy**;
- the date **we** cancel the **policy**; or
- the **policy anniversary** on or following the attainment of age 74 for that **life insured**.



Optional Children's cover

What is Children's cover?

For a small additional **premium**, Children's cover can be added to **your** Smart Personal Accident Insurance **policy**. It's designed to help cover extra costs that may be incurred for things like medical expenses if **your** child suffers an **accidental death** or a specified serious injury or illness. **Benefit amounts** are available from £10,000 up to £30,000.

Who can take out cover?

If **you** have Smart Personal Accident Insurance cover, **you** can apply to add Children's cover to **your policy** for any children who are financially dependent on **you** and/or **your partner life insured**. The children must be under 21 years of age and must be resident in the **United Kingdom** at the **start date**.

What is covered?

The Children's cover **benefit amount** will be paid if, whilst covered under the **policy**, the **insured child**:

- dies within 90 days of an **accident** which occurred after the **start date**, or
- suffers one of the following injuries or illnesses:
 - **bacterial meningitis** – resulting in **permanent** symptoms;
 - **blindness** – **permanent** and **irreversible**;
 - **deafness** – **permanent** and **irreversible**;
 - **encephalitis** – resulting in **permanent** symptoms;
 - **loss of hands or feet** – **permanent** physical severance;
 - **paralysis** – total and **irreversible**; or
 - **traumatic head injury** – resulting in **permanent** symptoms.

In the event of a claim for an **insured child**, the Children's cover **benefit amount** is payable once for each **insured child**. The amount of benefit payable is specified in **your schedule**.



What is not covered?

We will not pay a Children's cover **benefit amount** when the **insured child** suffers one of the specified insured events, if:

- the condition was known to be present at birth;
- the **insured child** suffers a non-accidental death within 28 days of meeting one of the specified injuries or illnesses;
- symptoms first arose before the **insured child's cover start date**; or
- the injury or illness occurred before the **insured child's cover start date** or occurred during the first three months from the **insured child's cover start date** (the **deferred period**).

For full details about what is covered and what is not covered under the Children's cover, please refer to the Terms and Conditions in sections 2 and 5 on pages 16 and 17.

When does cover end?

The Children's cover ends for an **insured child** when the first of the following occurs:

- the date of death of that **insured child**;
- the date of a payment of a Children's cover **benefit amount** for that **insured child**;
- the date **you** cancel this optional cover;
- the **policy anniversary** on, or following, the attainment of age 21 by that **insured child**; or
- the date **your** Smart Personal Accident Insurance cover ends.



General Information

This section applies to the Smart Personal Accident Insurance cover and if chosen, the optional Children's cover.

Your commitment

It is **your** responsibility to:

- 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.
- answer all the questions asked by Smart Insurance truthfully, accurately and completely to the best of **your** knowledge when applying for **your policy**.

Risks

No cash-in value

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

Failure to pay premiums

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

Affordability

Unless **you** decide to opt out, the **benefit amount(s)** **you** choose is automatically increased by 5%. The increase is applied at **your policy anniversary** each year, for ten consecutive years from the **policy start date**. The automatic **benefit amount** increase will mean there is a rise in the **premium** payable. If the **premium** payments cannot be met, then **your** cover will end and **you** will receive nothing back.

Effects of Inflation

If **you** decide to decline the automatic **benefit amount** increase on each **policy anniversary**, the **benefit amount** will remain level and the **premium** payable will not change. It is important to note, however, that the value of the **benefit amount** **you** selected 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.

Your 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** or the optional Children's cover, **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 any optional cover **you** add after the **policy start date**, **you** must contact Smart Insurance within 30 days from the date **you** receive **your** updated **schedule**.

To cancel, please contact Smart Insurance:

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

✉ Customer Services – Smart Insurance,
PO Box 4555, Slough, SL1 0TT




📧 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.



Making a claim

To make a claim under this **policy**, please contact Smart Insurance:



-  0800 458 6901 (weekdays between 9am and 7pm)
-  Customer Services – Smart Insurance,
PO Box 4555, Slough, SL1 0TT
-  claims@smartinsurance.co.uk

Questions or complaints

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 Services – Smart Insurance,
PO Box 4555, Slough, SL1 0TT
-  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.

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 cannot meet their respective obligations under the **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
-  Financial Services Compensation Scheme
10th Floor, Beaufort House
15 St Botolph Street
London, EC3A 7QU
-  www.fscs.org.uk

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



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, Landmark Place, Windsor Road, Slough, Berkshire SL1 1JL.

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 Scottish Friendly 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 special meaning. They appear in bold font and their meaning is explained in the Glossary section on pages 22 and 23.

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

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

Smart Personal Accident Insurance

1. Eligibility

You are eligible for Smart Personal Accident Insurance as long as **you** are resident in the **United Kingdom** aged at least 18 and under 70 at the **start date**.

For a **partner life insured** to be eligible for cover under this **policy**, they must also be resident in the **United Kingdom** and aged at least 18 and under 70 at the **start date** or if their cover is added to the **policy** later, the date when they are accepted for cover.

Providing the eligibility criteria is met, **we** guarantee to accept **your** application for Smart Personal Accident Insurance.

2. What is covered

We will pay the Smart Personal Accident Insurance **benefit amount**, if whilst covered under the **policy**, the **life insured** dies as a result of an **accidental death** or suffers an **accidental serious injury**, namely;

- **blindness – permanent and irreversible,**
- **deafness – permanent and irreversible, or**
- **total and permanent loss of use of two limbs.**

The **accidental serious injury** must occur within 12 months of the **accident**.

The **accidental serious injury** must be diagnosed by a **medical specialist** and confirmed by **our** medical advisers.

3. Amount of cover

The minimum Smart Personal Accident Insurance **benefit amount** for a **life insured** under the **policy** is £30,000. The maximum Smart Personal Accident Insurance **benefit amount** a **life insured** can apply for under the **policy** is £500,000.

If **you** apply for cover with a **partner life insured**, **you** can both apply for individual **benefit amount(s)** based on the limits above.

The amount of benefit payable is specified in **your schedule**.

4. Benefit amount limits

The total **benefit amount(s)** payable for a **life insured** under Smart Personal Accident Insurance cannot exceed £500,000 plus any automatic **benefit amount** increases under the **policy**.

In the event of a claim for a **life insured**, the Smart Personal Accident Insurance **benefit amount** is payable once for each **life insured**.

5. What is not covered

We will not pay a **benefit amount** in respect of a **life insured** if the **life insured** suffers an **accidental death** or an **accidental serious injury** as a direct or indirect result of:

- engaging in criminal acts;
- suicide or attempted suicide;
- the consumption of drugs (unless it was under the direction of a **medical specialist** and not in connection with treatment for drug addiction or dependence);
- the consumption of intoxicating liquor, including having a blood alcohol content over the prescribed legal limit whilst driving;
- engaging in any professional sport (meaning the **life insured's** livelihood is substantially dependent on income received as a result of playing sport);
- engaging in any motor sports as a rider, driver or passenger;
- war, invasion, hostilities (whether war is declared or not), civil war, rebellion, revolution or taking part in a riot or civil commotion; or
- being a pilot or crew member of any aircraft, or engaging in any flying activity, other than as a passenger in a commercially licensed aircraft.

6. Cover start and end dates

Cover starts for a **life insured** on the **start date** as set out in **your schedule**.

The Smart Personal Accident Insurance cover ends for a **life insured** when the first of the following occurs:

- the date of death of that **life insured**;
- the date of payment of a Smart Personal Accident Insurance **benefit amount** for that **life insured**;
- the date **you** cancel the **policy**;
- the date **we** cancel the **policy**; or
- the **policy anniversary**, on or following, the attainment of age 74 for that **life insured**.



Optional Children's cover

This section of the Terms and Conditions document applies if **you** have Children's cover as detailed in **your schedule** and **you** have agreed to pay the **premium**.

1. Eligibility

If you **have** Smart Personal Accident Insurance cover, **you** can apply to add Children's cover to **your policy** for any children who are financially dependent on **you** and/or **your partner life insured**. The children must be under 21 years of age and must be resident in the **United Kingdom** at the **start date** or if Children's cover is added to the **policy** later, the date when they are accepted for cover.

2. What is covered

The Children's cover **benefit amount** will be paid if, whilst covered under the **policy**, the **insured child**:

- dies within 90 days of an **accident** which occurred after the **start date**, or
- suffers one of the following injuries or illnesses:
 - **bacterial meningitis** – resulting in **permanent** symptoms;
 - **blindness** – **permanent** and **irreversible**;
 - **deafness** – **permanent** and **irreversible**;
 - **encephalitis** – resulting in **permanent** symptoms;
 - **loss of hands or feet** – **permanent** physical severance;
 - **paralysis** – total and **irreversible**; or
 - **traumatic head injury** – resulting in **permanent** symptoms.

The injury or illness must be diagnosed by a **medical specialist** and confirmed by **our** medical advisers.

3. Amount of cover

When **you** apply for cover, the minimum **benefit amount** for each **insured child** is £10,000 up to a maximum of £30,000.

Each **insured child** can be covered for different individual **benefit amount(s)**, based on the limits above.

The amount of benefit payable is specified in **your schedule**.

4. Benefit amount limits

The maximum **benefit amount** payable for each **insured child** cannot exceed £30,000, plus any automatic **benefit amount** increases under the **policy**.

In the event of a claim for an **insured child**, the Children's cover **benefit amount** is payable once for each **insured child**.



5. What is not covered

We will not pay a Children's cover **benefit amount** when the **insured child** suffers one of the specified insured events, if:

- the condition was known to be present at birth;
- the **insured child** suffers a non-accidental death within 28 days of meeting one of the specified injuries or illnesses;
- symptoms first arose before the **insured child's** cover **start date**; or
- the injury or illness occurred before the **insured child's** cover **start date** or occurred during the first three months from the **insured child's** cover **start date** (the **deferred period**).

6. Cover start and end dates

Children's cover starts for an **insured child** on the **start date** as set out in the **schedule**. The Children's cover ends for an **insured child** when the first of the following occurs:

- the date of death of that **insured child**;
- the date of payment of a Children's cover **benefit amount** for that **insured child**;
- the date **you** cancel this optional cover;
- the **policy anniversary** on, or following, the attainment of age 21 by that **insured child**; or
- the date **your** Smart Personal Accident Insurance cover ends.



General conditions and information about your policy

This section applies to Smart Personal Accident Insurance and if chosen, the optional Children's cover.

1. Automatic benefit amount increases

Your policy features a 5% automatic annual increase to your chosen benefit amount for your Personal Accident Insurance and any optional cover you have. It is applied automatically on your policy anniversary each year, for ten consecutive years from the policy start date.

Example: If you have chosen a £100,000 benefit amount at the start of the policy, the next year you will be covered for £105,000. At the end of ten years, assuming you don't opt out of the increase, your benefit amount would be £150,000.

The automatic increase to your benefit amount(s) will continue even when the maximum benefit amount at the start date is met or exceeded.

You will be sent a new schedule each year at least 30 days before your policy anniversary, which will show your new benefit amount with the 5% automatic increase included and your new monthly premium, recalculated based on the automatic increase. At this point you can decide to accept the increase (in which case you wouldn't need to do anything), or if you wish to opt-out of it, you can phone or write to Smart Insurance to let them know (in which case a replacement schedule will be issued, showing no increase in your premium or your benefit amount). If you change your mind, you can still opt back into any future 5% benefit amount increases remaining in the 10 year period.

2. Premium payments

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.

Your premium is based on the amount of cover, if you have added the optional Children's cover and whether you have a single plan or a joint plan.

3. Missed premium payments

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.

As soon as one 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.

4. Changing your insurance

4.1 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.

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 on the optional Children's cover or changing the benefit amount.

If at any time you decide to increase the benefit amount, you will not be eligible for the increased amount if a valid claim occurs during any applicable deferred period. In the event of a valid claim, if a deferred period applies, we will only pay the benefit amount which we would have paid had you not increased the benefit amount.

Please notify Smart Insurance in the event of death of a life insured. For joint plans, cover will continue under the same terms for any remaining adult life insured provided they wish to continue and pay the required premiums.

4.2 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.

5. Annual review of cover

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

6. Dual insurance

If the life insured is covered under more than one Smart Personal Accident Insurance policy, the maximum benefit amount limit is applied per life insured. In the event of a claim, should we need to reduce the benefit amount payable due to the maximum limit being exceeded, we will reduce the benefit amount of the Smart Personal Accident policy most recently commenced and any appropriate premiums will be refunded in respect of the ineligible benefit amount.

7. Governing law

This **policy** is governed by the laws of England and Wales unless, at the **policy start date**, the **life insured** is resident in Scotland, in which case this **policy** is governed by the laws of Scotland.

All **policy** communication will be in English.

8. 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 Compliance Manager 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.


9. 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 ask for, and/or the **life insured** does not tell them of any inaccuracies before or immediately after **your policy** is issued.

10. 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 by either:

 0800 458 6901, weekdays between 9am and 7pm

 Customer Services – Smart Insurance,
PO Box 4555, Slough, SL1 0TT

 claims@smartinsurance.co.uk

Smart Insurance will send a claim form to be completed, signed and returned.

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, such as, in the case of death claims, an original death certificate.

Before a claim is payable, **we** reserve the right to require the **life insured** to undergo, at **our** expense, examinations or other reasonable tests to confirm the occurrence of an insured event.

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 pay the **benefit amount** 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**, or the date of diagnosis or certification by a **medical specialist** where a valid claim is made in respect of the **life insured**.

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

11. 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** or the optional Children's cover within this period, please contact Smart Insurance:

 0800 458 6901, weekdays between 9am and 7pm

 Customer Services – Smart Insurance,
PO Box 4555, Slough, SL1 0TT

 service@smartinsurance.co.uk

When Smart Insurance receives **your** letter or phone call, 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 then **you** can do this by contacting Smart Insurance in writing or over the phone. If **you** do, **you** will not receive any refund of **premium**.

If **you** have added optional Children's cover at a later date, **you** can contact Smart Insurance to cancel this within 30 days from the date **you** received **your** updated **schedule**. The Children's cover will be cancelled and any related **premium** refunded.

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.

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.

12. Complaints procedure

If **you** wish to make a complaint, please contact Smart Insurance:

 0800 458 6901, weekdays between 9am and 7pm

 Customer Services – Smart Insurance,
PO Box 4555, Slough, SL1 0TT

 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 8 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 8 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.

13. 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 cannot meet their respective obligations under the **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

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

 www.fscs.org.uk

14. 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 while 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**.

Accidental serious injury means **blindness, deafness or total and permanent loss of use of two limbs**, occurring as a direct result of an **accident** and where the injury occurs within 12 months of the **accident**.

Bacterial meningitis means a definite diagnosis of bacterial meningitis resulting in **permanent neurological deficit with persisting clinical symptoms**. For the above definition, the following are not covered:

- all other forms of meningitis other than those caused by bacterial infection.

Benefit amount means the amount payable upon occurrence of an insured event covered under this **policy** in respect of a **life insured**. The **benefit amount** for each **life insured** is shown in the **schedule**.

Blindness means **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 in the better eye using a Snellen eye chart.

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

Deferred period means the period the **life insured** has to wait before we will pay any **benefit amount**.

Encephalitis means a definite diagnosis of encephalitis by a Consultant Neurologist resulting in **permanent neurological deficit with persisting clinical symptoms**.

For the above definition the following is not covered:

- myalgic encephalomyelitis and chronic fatigue syndrome.

Insurance means, in respect of a **life insured**, the insurance **benefit amount(s)** that have been applied for by the **policyowner** and accepted by **us** as indicated on the **schedule**.

Insured child in respect of the optional Children's cover means a financially dependent child of the **key life insured** and/or **partner life insured** and the child named in the **schedule**.

Irreversible means cannot be reasonably improved upon by medical treatment and/or surgical procedures used by the National Health Service (NHS) in the **United Kingdom** (or if appropriate, the equivalent to the NHS if the insured event occurs in another country) at the time of the claim.

Joint plan – this plan applies if there is a **key life insured** and a **partner life insured** as detailed on the **schedule**. A joint plan comprises of two policies – one for each **life insured** – administered together under the same master policy number.

Key life insured means a person named in the **schedule** as the key life insured.

Life insured means the **key life insured** and, if applicable, the **partner life insured** and, if applicable, in respect of Children's cover only, an **insured child**.

Loss of hands or feet means **permanent** physical severance of a hand or foot at or above the wrist or ankle joint.

Medical specialist means a person who:

- is 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.

Paralysis means total and **irreversible** loss of muscle function to the whole of any two limbs. Limb in this context means an arm, leg, hand or foot.

Partner life insured means a person named in the **schedule** as the partner life insured. A partner is either a legal spouse or civil partner or common law partner of the **key life insured** and may be of the same gender as the **key life insured**.

Permanent means expected to last throughout life with no prospect of improvement, irrespective of when the cover ends or the **life insured** expects to retire.

Permanent neurological deficit with persisting clinical symptoms means dysfunction in the nervous system that is present on clinical examination and expected to last throughout the **life insured's** life. To include numbness, hyperaesthesia (increased sensitivity), paralysis, localised weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty in swallowing), visual impairment, difficulty in walking, lack of coordination, tremor, seizures, dementia, delirium and coma.

The following are not covered:

- an abnormality seen on brain or other scans without definite related clinical symptoms;
- neurological signs occurring without symptomatic abnormality, e.g. brisk reflexes without other symptoms; or
- symptoms of psychological or psychiatric origin.

Policy means the legal contract between the **policyowner** 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.

Policyowner, you, your means the **key life insured**. This **policy** may not be transferred or assigned to another person.

Premium means the 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 plan – this plan applies if the **key life insured** 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.

Total and permanent loss of use of two limbs means complete and irrecoverable loss of use of two limbs through injury.

Traumatic head injury means death of brain tissue due to traumatic injury resulting in **permanent neurological deficit with persisting clinical symptoms**.

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 **policyowner**.

 **0800 458 6901**

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

 service@smartinsurance.co.uk

 Smart Insurance
PO Box 4555, Slough, SL1 0TT

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.

