



onefamily
modern family finance



for dotting the I's
and crossing the T's

Over 50s Life Cover

Terms and Conditions



Welcome to your Over 50s Life Cover

This is an important document which you should keep along with your Policy Schedule.

Contents

Over 50s Life Cover – Policy Conditions

Introduction	4	Cancelling your Policy	9
Eligibility	4	Information about our financial situation	9
Understanding the language we use	4	How do I make a complaint?	9
Paying for your Policy	4	Named Authority	10
Reducing your monthly payments	6	Written Notice to the Society	11
Sum Assured	6	Assignments (Policies of assurance act 1867)	11
Death Benefit within the Qualifying Period	6	Mis-statement of personal details	11
Funeral Funding	7	Governing Law	11
Terminal Illness Benefit	8	Personal Data	12
Payment of Benefit	8		



Terms and conditions

OneFamily does not provide advice for this product, therefore it's important to read the information in these Terms and Conditions and the Policy Summary Document to help you make an informed decision as to whether this product is right for you.

Over 50s Life Cover – Policy Conditions

Introduction

This Policy is a life assurance policy which provides the Benefit as specified in the Schedule.

This Policy does not at any time, acquire a surrender value. Please keep this document safe as these Terms and Conditions set out your contract with us for your OneFamily Over 50s Life Cover.

Eligibility

When you take out this policy you must be a UK resident aged 50 - 80 and reside in the UK.

Understanding the language we use

The following words, dates and expressions used in these Conditions shall be in bold (other than personal terms such as 'you' and 'we') and have the following meanings:

“Accident” means death only as a direct result of an accident where the sole cause of death is a result of violent, accidental, external and visible cause, independent of any physical or mental illness, infirmity or any other cause.

“Accidental Death Benefit” means the amount paid if you die as a result of an Accident within the first two years as specified in the Schedule.

“Benefit” means the amount payable when you are diagnosed with a Terminal Illness or on death as specified in the Schedule.

“Direct cremation funeral” means any cremation where there is a direct disposal service only and there is therefore no funeral service, funeral procession [or other services such as family viewing, limousine(s), embalming or delivery of ashes] and where the cremation is arranged at a

crematorium and at a date and time chosen by the nominated funeral director and without anyone attending other than the nominated funeral director's staff.

“Funeral Funding” means a feature, provided by Golden Charter, which allows for the benefit to be paid directly to Golden Charter, to pass on to the funeral provider.

“Grace Period” means the period allowed for the payment of an unpaid Premium, during which the Policy remains in force.

“Life Assured” means the person we specify in the Schedule whose life is covered by this Policy.

“Policy” means the life assurance policy hereby constituted and incorporates the application and declaration made by the Life Assured to us leading to the issue of such policy.

“Premium(s)” means the amount you pay for the Benefit of this Policy as specified in the Schedule.

“Protection Policy(s)” means any active life assurance policy you hold with us.

“Qualifying Period” means the period of the first 2-years your policy must have been active before we will pay out the full “Benefit” amount.

“Schedule” means the Policy Schedule, this document details the cover you have under your policy and forms part of your Terms and Conditions.

“Terminal Illness” means any illness that either has no known cure or has progressed to the point where it cannot be cured; and which in the opinion of the attending specialist, holding such an appointment at a major hospital in the United Kingdom or abroad, is likely to cause death within 12 months of the date of claim.

“Written Notice” means written confirmation satisfactory to the Society given by the Life Assured to the Society in accordance with the Named Authority section of this document in any of the circumstances required or envisaged by this Policy.

Paying for your Policy

Subject to the Conditions of this Policy, premiums are due on the date shown in the Schedule and you are responsible for ensuring they are paid. Premiums shall only be allowed by Direct Debit or other method approved by us.

Premiums cease once you reach 90 but cover continues. If any Premium is not paid by the Collection Date we will allow a 60 day Grace Period, in each case, for payment of the outstanding Premium.

If any outstanding premium has not been received by the end of the Grace Period the Policy will lapse and all Benefits provided shall cease to be payable.

If Death Benefit or Terminal Illness Benefit is payable during any Grace Period, the amount payable shall be reduced by any overdue Premium.

Reducing your monthly payments

You may be able to reduce your Premium as long as you have held your Policy for at least four years. If you choose to reduce

your Premium, it cannot go below the minimum Premium and your Benefit will reduce. Once you have reduced your Premium, you will not be able to increase it again at a later date.

Sum Assured

The Sum Assured will be payable on the death of the Life Assured provided the Policy has completed its Qualifying Period.

Where a Terminal Illness Benefit claim has been accepted, only one Benefit will be paid.

Upon payment of the Sum Assured the Policy will cease.

Death Benefit within the Qualifying Period

Upon the death of the Life Assured within the Qualifying Period, we will pay a cash lump sum to your estate equal to 150% of the total Premiums paid at the time of death, unless the death results from an Accident.

Should the Life Assured die as a result of an Accident, the Policy will pay a cash lump sum to your estate equal to 300% of the Benefit.

Written Notice of any claim for Accidental Death Benefit shall be given as soon as practicable. We will require medical or other evidence to support the claim.

Accidental Death Benefit shall not be payable if death has resulted from any injury caused or aggravated, directly or indirectly, by any of the following:

- a) intentionally self-inflicted injury;
- b) injury sustained whilst under the influence of, or resulting from the effects of, alcohol, solvents or drugs or of any medication taken otherwise than under the direction of a registered medical practitioner;
- c) participation in aviation, other than as a fare paying passenger in a fully licensed passenger carrying aircraft operated by a commercial airline or established charter company as part of a regular air service;
- d) active participation in a riot, civil commotion or insurrection;
- e) war, or any act of war, whether declared or not;
- f) participation in any hazardous pursuit including any form of racing (or practice or training for the same) except athletics and swimming;
- g) participation in any criminal act; or
- h) failure to follow the advice of a registered medical practitioner.

Funeral Funding

Funeral Funding is built into your Policy, unless you opt out or have an existing Golden Charter funeral funding option with another provider.

The Benefit from your Policy will be paid directly to Golden Charter to pass on to the funeral provider. If the Benefit does not cover the cost of your funeral, your next of kin will need to settle the balance.

If there is an excess sum, once the costs of your funeral have been paid, the remaining Benefit will be paid to your estate.

We will pass your details to our chosen provider, Golden Charter, who will send you Terms & Conditions for the Funeral Funding feature.

Golden Charter's appointed funeral provider will provide a £300 contribution towards the cost of your funeral. If you are considering a direct cremation funeral, please note the £300 contribution will not apply.

Please bear in mind Funeral Funding is not a funeral plan and may not meet the full costs of your funeral.

If you no longer want Funeral Funding at any time, you can call us and we will remove this feature from your Policy.

Terminal Illness Benefit

After the Policy has completed its Qualifying Period, if you are diagnosed with a Terminal Illness, 100% of the Sum Assured may be claimed.

The Terminal Illness Benefit is subject to the following:

- a) The amount payable is specified in the Schedule less any unpaid premiums.
- b) The Terminal Illness Benefit will only be payable on one occasion.

- c) Claims should be made as soon as possible after your condition is diagnosed as a Terminal Illness. We will not automatically reject claims where submission is delayed, but if due to the delay we are unable to obtain the required medical evidence, we may be unable to process your claim.

Upon payment of the Terminal Illness Benefit the Policy will cease.

Payment of Benefit

If a claim is made in respect of your death, we shall pay the Death Benefit in accordance with the Schedule, upon receipt of:

- a) A discharge form supplied for the purpose by us duly completed and signed by the administrators, executors or assigns;
- b) Written Notice and evidence satisfactory to us of the death of the Life Assured;
- c) Any other documents, including documents of title, which it may require.

Payment of Terminal Illness Benefit will be payable upon receipt of:

- a) A relevant completed claim form from your doctor or a relevant specialist consultant.
- b) Any evidence we may reasonably require in support of the claim (e.g. medical certificates, results of medical examinations and/or tests).

It is your responsibility to cover any costs incurred in obtaining the above.

Cancelling your Policy

You can cancel your Policy at any time.

If you cancel within 30 days of receiving your Policy documents, we will refund any Premiums you have paid.

If you cancel after the 30 day cancellation period, we will cancel your Policy, however you will not receive back any Premiums paid.

If you want to cancel, please contact us by phone or in writing. Alternatively, complete the cancellation form sent to you

with the Policy documents and return it to OneFamily, 16-17 West Street, Brighton BN1 2RL.

Information about our financial situation

Details of OneFamily's Solvency and Financial Condition Report can be found on our website at onefamily.com/company-information/financial-reports

How do I make a complaint?

If you need to make a complaint, please contact us and we will do what we can to resolve your complaint as quickly as possible. You can contact us in the following ways:

In writing – Customer Relations Team, Freepost, OneFamily, 16-17 West Street, Brighton BN1 2RL.

By phone – 0800 028 1112

Lines open Monday – Friday 9am-7pm, Saturday 9am-1pm. We might record your call to help improve our training and for security purposes. We hope you don't mind. Calls are normally free from UK landlines and from mobile phones.

When we first write to you, we will send you a summary of the procedures that we will follow when resolving your complaint. You can find these procedures on our website, or you can contact us to request a copy at any time.

If you are not satisfied with our response to your complaint, you may be able to refer it to the Financial Ombudsman Service. If you need to contact the Financial Ombudsman Service they can be contacted by phone on 0800 023 4567, at **www.financialombudsman.org.uk** or in writing at Exchange Tower, London E14 9SR.

For products opened online there is a central European 'portal' which can redirect a complaint to the appropriate industry Ombudsman (e.g. Financial Ombudsman Service). This is aimed at helping EU residents who purchased a product online from a provider based in another EU country.

It is always best to contact the product provider first but for further information go to **ec.europa.eu/consumers/odr**

Named Authority

Subject to the Conditions of this Policy, it is possible to appoint an individual to support you in administering your Policy.

You may, at any time, name an individual who may access basic Policy information, in accordance with the following:

- a) They may only access Protection Policies.
- b) There may only be one Named Authority at any one time.
- c) Benefit will only be paid to you, your Estate or an identified beneficiary.

The Named Authority may not change a stated beneficiary, endorsement or nomination, or Legal Charge during the life of the Policy.

Written Notice to the Society

Any Written Notice we require shall be sent to OneFamily, 16-17 West Street, Brighton BN1 2RL or to any other address we notify to you. Written Notice shall be deemed to have been given when it is received by us.

Assignments (Policies of assurance act 1867)

In accordance with the Policies of Assurance Act 1867, the Policy may be assigned. We will require Written Notice of the original documentation or an appropriate certified copy. We shall not charge you for assigning this Policy or for giving you any reasonable information you require in regards to this Policy.

Mis-statement of personal details

If any information regarding your personal details is mis-stated, this Policy may not necessarily be invalidated but we may, at our discretion, taking into account the correct information and any Premiums already received, adjust the amount of Benefit payable (provided that in no event shall the amount of the Benefit exceed that previously stated).

If your correct age was not, at the time the Policy was issued, within the range of permitted ages, we shall decide what (if any) Benefit is to be payable under the Policy.

Governing Law

This Policy shall be governed in accordance with English Law. All communication will be in English.

Personal Data

The information that you provide will be held by Family Assurance Friendly Society Limited, part of the OneFamily Group, in line with our Privacy Notice.

The information we collect is necessary for the performance of our contract with you, or to prepare for this contract.

Your data will be shared with our group of companies for administration purposes and we will also share your data with service providers, business partners and other agencies who assist us with providing the product and ongoing servicing to you where there is a business reason to do so.

Where you have provided your consent, we will use your data to email you about selected products or services offered by us or selected partners we work with. You may unsubscribe from email marketing communications at any time.

We may also use your information to identify and prevent fraud, to provide postal communications which we think may be of interest to you, and to improve our services to you, for example by market research, if we have a legitimate business interest to do so.

We have to disclose Policy holder personal data to our reinsurer, Munich Re Company UK Life Branch, in order for them to underwrite the insurance contract, and to assess and pay any claims. We will only disclose special categories of data such as health data to them with your explicit consent.

Munich Re Company UK Life Branch are the data controller of the personal data that we send to them and they may use and process it in the manner and for the purpose described in their Privacy Notice which can be found at [**www.munichre.com/en/general/privacy.html**](http://www.munichre.com/en/general/privacy.html)

If you would like more details about how we process your personal data and your rights as a data subject before you provide your personal information to us, please read our Privacy Notice which is available on our website at **onefamily.com/privacy**

A copy is also available by writing to OneFamily, 16-17 West Street Brighton BN1 2RL; by calling Customer Services on **0800 028 1112*** or, by email to **customerservices@onefamily.com**



* Lines are open Monday-Friday 9am-7pm, Saturday 9am-1pm. We might record your call to help improve our training and for security purposes; we hope you don't mind. Calls are normally free from UK landlines and from mobile phones.



Any questions, feel free to **contact us**



OneFamily, 16-17 West Street,
Brighton BN1 2RL



0800 028 1112*



[onefamily.com](https://www.onefamily.com)

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OneFamily is a trading name of Family Assurance Friendly Society Limited (registered and incorporated under the Friendly Societies Act 1992, registered number 939F). Registered in England & Wales at 16-17 West Street, Brighton BN1 2RL, United Kingdom. Family Assurance Friendly Society Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (registered number 110067) and Prudential Regulation Authority.

Family Assurance Friendly Society Limited will introduce customers to Golden Charter Limited, trading as Golden Charter Funeral Plans, who are authorised and regulated by the Financial Conduct Authority (registered number 965279)

All information in this document is correct as of July 2022.

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