

**BANK OF AMERICA
Lifestyle
Protect**

Scheme Number: 22601J273

Bank of America
This is **Your Policy**.
Please read it carefully.
Please keep it safe.

This **Policy** gives details of **Your** insurance which has been arranged for **You** by MBNA Europe Bank Limited. MBNA is a Bank of America Company.

- Please read this **Policy** carefully and keep it in a safe place.
- Make sure that **You** are eligible for this insurance cover.
- **You** should make sure that **You** know what this **Policy** does and does not cover.
- Lifestyle Protect costs 79p per £100 of **Your** monthly statement balance. This cost includes Insurance Premium Tax at the current rate. For example, should **Your** statement balance be £1,000 for 3 months, then the total cost of the cover would be £23.70 (plus interest if applicable).
- **We** will not change any term or condition of this **Policy** including the premium payable unless **We** have given **You** not less than 30 days' written notice.
- Please note the conditions of cover if **You** change the basis of **Your Work** to self-employment or a fixed term contract.
- **You** should check the restrictions on cover if **You** are, or are about to become, **Permanently Retired**, or **You** reach, or have reached the age of 65.
- If **You** have any questions about this **Policy** please call the **Freephone helpline on 0800 783 7659**.

Under this **Policy We** agree to provide benefits in the event of death, **Disability** (comprising accident & sickness), **Unemployment**, **Hospitalisation** and **You** becoming a **Carer** on the basis of the following terms, conditions and exclusions.

Your Demands and Needs

For regulatory reasons, MBNA does not offer advice or recommendations about specific policies, and therefore **We** respectfully request that **You** make **Your** own evaluations of the product **We** offer using the information provided here. For those eligible, Lifestyle Protect meets the demands and needs of those who wish to ensure that their minimum monthly repayments will continue to be met in the event of accident, sickness, involuntary **Unemployment** or becoming a **Carer** up to age 65, or between the ages of 65 to 70 or if **Permanently Retired** from **Work** for **Hospitalisation**. If **You** die, or if **You** receive twelve consecutive **Monthly Benefits**, the balance at the time **Your** claim event occurred plus interest and charges that resulted from it will be paid in full.

Eligibility

On the **Start Date You** must:

- be the first named individual on the **Agreement**;
- have agreed to pay the monthly premium and
- meet the age and **Employment** status detailed in the table below.

| Eligibility Requirements | | |
|--------------------------|--|---|
| | From 18 up to 65 years of age and in Work | From 65 up to 70 years of age or Permanently Retired |
| Life | ✓ | ✓ |
| Disability | ✓ | |
| Unemployment | ✓ | |
| Carer Cover | ✓ | |
| Hospitalisation | | ✓ |
| Lifestyle Events | ✓ | ✓ |

If during the **Period of Cover You** permanently retire from **Work** or reach the age of 65, **You** will not be eligible for **Disability, Unemployment or Carer** Cover benefits but will be eligible for Life, **Hospitalisation** insurance and **Lifestyle** benefits. If **You** are absent from **Work** due to sickness or injury on the **Start Date**, **Your** cover will start when **You** return to **Work**, provided that this is within 30 days of the **Start Date**. If **You** have any enquiry regarding **Your** eligibility, please contact **Us** on Tel. No. 0800 121 6417. **You** may contact **Us** using TypeTalk, telephone 18001 0800 169 2350.

The words in bold typeface have particular meanings which are set out in Part 1 of this **Policy**.

PART 1 MEANING OF WORDS USED IN THIS POLICY

*These words are listed in alphabetical order and whenever they are used in the **Policy** in bold typeface they have the meanings set out below.*

"AGREEMENT": Your credit card agreement with the **Coverholder**.

"BACK/SPINAL CONDITION": any illness or **Disability** due to or arising from any disorder of, or any injury to, the spine, its intervertebral discs, nerve routes or supporting musculature and ligaments.

"CARER": You being entirely without **Work** solely due to the need to care for a **Close Relative** on a full-time basis and being registered with Your local Social Services Department as a **Carer**.

"CLAIM EVENT BALANCE": Your total indebtedness to the **Coverholder** under the **Agreement** at the commencement date of **Your Disability** or **Hospitalisation**, the notification of **Your Unemployment**, in the case of a claim under the **Carer** Cover part of the **Policy**, the date You cease **Work** due to the need for You to become a **Carer** or the date of **Your Lifestyle Event**.

"CLOSE RELATIVE": Your **Partner**, parent, sibling, child or adopted child.

"COVERHOLDER": MBNA Europe Bank Limited. MBNA is a Bank of America Company

"DISABILITY": a state of incapacity resulting solely from an accidental bodily injury or sickness or disease which occurs after the **Start Date** during a period when You are in **Work** and which wholly prevents You from doing **Your Work** or other **Work** that Your experience or training would allow You to do. Such **Disability** shall be deemed to start on the day You first consult, or receive treatment from, and are certified as being unfit to work by, a **Doctor**. If You are **Self-Employed** a **Disability** prevents You from helping, managing or carrying out any part of the day-to-day running of **Your** business.

"DISABLED": You suffering from **Disability** and being under the continued supervision of, and receiving treatment from, a **Doctor**.

"DOCTOR": a medical practitioner practising in the **United Kingdom** being a fully-registered person under the Medical Act 1983, other than You, Your **Partner** or any of Your relatives.

"EMPLOYMENT": You working for remuneration under a contract of **Employment** and paying Class 1 National Insurance contributions.

"END DATE": the earliest of the following dates:

- the date of **Your** death; or
- for Accident & Sickness Insurance, **Unemployment** Insurance and **Carer** Cover Insurance the date You reach the age of 65 or You permanently retire from **Work** (if earlier); or
- for Life, **Lifestyle Events** and **Hospitalisation** Insurance the date You reach the age of 70; or
- the date on which a premium has remained unpaid by You; or
- this insurance is cancelled by You, Us or the **Coverholder**; or
- the date on which the **Agreement** is closed; or
- the right to the repayment under the **Agreement** is transferred to a third party.

"HOSPITAL": a lawfully-operated establishment in the **United Kingdom** (other than a convalescent, nursing or rest home, or convalescent, nursing or self-care or rest section or unit of a **Hospital**) which has accommodation for resident patients with organised facilities for diagnosis and major surgery and which provides a 24 hours a day nursing service by registered nurses.

"HOSPITALISATION": You being confined to a **Hospital** during the **Period of Cover** on the

recommendation of a **Doctor** due to sickness or injury. **You** will only be entitled to **Hospitalisation** benefit if **You** are not eligible for Accident & Sickness, **Unemployment** or **Carer** Cover benefit.

"LIFESTYLE EVENT": Any one of the following occurring during the **Period of Cover**:

- Bereavement: death of a **Close Relative**;
- Retirement: **You** become **Permanently Retired**;
- Purchase a home: **You** buy a property which is to be **Your** principal residence;
- Marriage/Civil partnership: **You** marry or enter into a civil partnership;
- Divorce: **Your** marriage or civil partnership ends;
- Birth/adoption: birth/adoption of a child where **You** are the legal guardian or parent;
- Graduation: **You, Your Partner** or **Your** child graduates from higher education;
- Enter full-time education: **You** finish **work** to enter full-time education; or
- Jury Service: **You** are summoned and attend jury service.

"LOYALTY BONUS": an amount equivalent to the total premiums that **You** have paid for this **Policy** in the 2-year period before the date of the event giving rise to **Your** claim, unless **You** have been paid such a sum more recently in which case the bonus period will start from that date.

"MONTHLY BENEFIT": is the sum payable to **You** each month under this **Policy** and shall be the greater of:

- 5% of the **Claim Event Balance**;
- the minimum payment due as set out in **Your** monthly credit card statements during the period of claim; or
- £30.00.

"PARTNER": **Your** spouse, **Your** civil partner (as defined in Section 1 of the Civil Partnership Act 2004) or the person (whether or not of the same sex) who **You** are permanently cohabiting with in a marriage-like relationship.

"PERIOD OF COVER": the period from the **Start Date** to the **End Date**.

"PERMANENTLY RETIRED": means when **You** have stopped working and **You** have no intention to return to **Work**.

"POLICY": means **Your** Lifestyle Protect policy, which consists of these conditions, plus any changes to them.

"PRE-EXISTING CHRONIC CONDITION": any condition, injury, illness, disease, related condition and/or associated symptoms resulting from a condition that was in existence at the **Start Date** whether it required medical attention or not, and which has at least one of the following characteristics:

- it continues indefinitely; or
- it is constant and is controlled rather than cured; or
- it has symptoms which re-occur and have required consultation, treatment or care on more than one occasion in the past; or
- it requires long-term monitoring or treatment, consultations, check-ups, examinations or tests.

Some examples of chronic conditions are ongoing conditions that are incurable such as: Osteoarthritis, Multiple Sclerosis, Diabetes, Epilepsy, and certain Heart diseases.

"PRE-EXISTING CONDITION": any condition, injury, illness, disease, sickness, related condition and/or associated symptoms, whether diagnosed or not about which **You**:

- knew or should reasonably have known at the **Start Date**; or

- had seen or arranged to see a **Doctor** during the 12 months immediately before the **Start Date**.

"SELF-EMPLOYED": **You** carrying on a business in the **United Kingdom** alone or with others (whether in a partnership or as a member of a limited liability partnership), or **You** can control the affairs of a company **You work** for because **You** or a relative or a member of **Your** household individually or jointly hold the majority of voting rights in that company, or **You** can otherwise ensure that the company that **You** work for conducts its affairs according to **Your** wishes.

"ST ANDREW'S INSURANCE": St Andrew's Insurance plc.

"ST ANDREW'S LIFE": St Andrew's Life Assurance plc.

"START DATE": the date **Your Agreement** starts or if **You** apply for insurance at any other time the date on which **Your** application for cover is accepted by **Us**.

"SUNSET PAYMENT": a payment that pays off any remaining element of the **Claim Event Balance** and interest and charges accrued as a result of that balance. The **Sunset Payment** will be made when twelve consecutive **Monthly Benefits** have been paid but could be made earlier should the **Monthly Benefits** have paid off the **Claim Event Balance** prior to that time.

"TEMPORARY CARER": **You** taking temporary unpaid leave of absence from **Your Work** due to the need to care for a **Close Relative** on a full time basis.

"UNITED KINGDOM": England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

"UNEMPLOYMENT/UNEMPLOYED": **You** being entirely without **Work** and being registered with the Job Centre (or equivalent in Northern Ireland, Channel Islands and the Isle of Man). **You** must be actively looking for **Work**.

If **You** are a woman who has reached statutory pensionable age **You** will be considered as **Unemployed** if **You** provide evidence throughout the period of **Your** claim that **You** are looking for work.

If **You** are **Self-Employed** and are ineligible for Job Seekers Allowance, **We** will waive the requirement to be in receipt of this provided **You** are receiving National Insurance Credits. Additionally, **You** must provide evidence that **You** are without **Work** due to the business in which **You** were **Self-Employed** totally and permanently ceasing to trade as a direct result of it being unable to pay its debts as and when they fell due and declared this to the Inland Revenue. Such evidence may include bank statements, accounts and other verification that the business is no longer viable.

"WE, US, OUR": **St Andrew's Life** for Life Insurance and bereavement under the Lifestyle Benefits. **St Andrew's Insurance** for Accident & Sickness Insurance, **Hospitalisation** Insurance, **Unemployment** Insurance, **Carer** Cover Insurance and **Lifestyle Event** Insurance (excluding Bereavement).

"WORK": being in **Employment** or **Self-Employed** or where applicable on statutory maternity leave, parental leave or maternity absence.

"YOU, YOUR": the person who has applied for this insurance and has agreed to pay the premium under this **Policy** and who at the **Start Date**:

- is the first-named person on the **Agreement**; and
- is over the age of 18 and under the age of 70; and
- meet the eligibility requirements.

Any reference to any statute shall be construed as a reference to that statute as amended, re-enacted or extended at the relevant time.

PART 2 TERMS AND CONDITIONS

1. **Your** insurance is for monthly periods and the premium is due on the same date as the minimum monthly amount is due to the **Coverholder** under the **Agreement**. During the **Period of Cover Your** insurance is renewed automatically on the same date provided the premium is paid to the **Coverholder**.
2. **You** will be considered to have paid **Your** premium once it is received by the **Coverholder**.
3. No requirement or condition of this **Policy** may be deferred or changed except by an endorsement signed by **Us**.
4. This **Policy** has no cash value.
5. If any information **You** provide or anyone acting on **Your** behalf is inaccurate or if **You** do not disclose any information which might reasonably affect **Our** decision to provide insurance to **You**, benefit under this **Policy** may be affected.
6. If any claim under this **Policy** is fraudulent or is intended to mislead **Us** or if fraudulent or misleading means are used by **You** or anyone acting on **Your** behalf to obtain benefit under this **Policy**, benefit under this **Policy** shall end and **We** are entitled to recover any benefit paid, and costs incurred.
7. After **Your** 30-day cancellation period expires, **You** will not be entitled to a refund of any premium paid under this **Policy** unless **You** were ineligible at the **Start Date** of this insurance and that no information supplied to **Us** was inaccurate.
8. **We** may at any time change any term or condition of this **Policy**, including the premium payable by giving at least 30 days' written notice of such change to **You** at **Your** last-known address.
9. **We** may terminate insurance cover under this **Policy**, by giving at least 30 days' written notice to **You** at **Your** last-known address. **Our** termination will not affect **Your** cover for events occurring during the **Period of Cover** which may give rise to a claim.
10. **You** may terminate **Your** cover under this **Policy** by giving at least 30 days' notice to the **Coverholder** either in writing or by telephoning 0800 783 7659.
11. It is not possible to transfer **Your** rights under this **Policy**.
12. All benefits paid under this **Policy** will be paid to the **Coverholder** for the credit of the **Agreement**.
13. **You** must comply with all parts of this **Policy** and take all reasonable steps to minimise **Our** risk and ongoing liability under this **Policy**.
14. This **Policy**, any endorsement to it, any proposal and any other written statement made by **You** or on **Your** behalf which **We** have used to accept **You** for cover under this **Policy**, will be the entire contract between **You** and **Us**.
15. The laws of England and Wales allow parties to choose the law applicable to a contract. The contract will be subject to the law applicable to the region of the **United Kingdom** in which **You** reside.
16. Insurers share information with each other to prevent fraudulent claims via a register of claims. A list of participants is available on request. Any information **You** supply on a claim, together with information **You** have supplied on any application form and other information relating to a claim, will be provided to the register participants. Where **We** suspect fraud **We** may use surveillance to protect **Our** business interest.

17. **We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS. Contact them at www.fscs.org.uk or call them on 020 7892 7300.
18. Information **You** supply will be used by **Us** and **Our** group companies for insurance, administration, statistical analysis, claims handling, research, customer services and home visits to discuss the claim. **We** will disclose **Your** information to **Our** service providers, agents and business partners for these purposes and for the purpose of credit underwriting.
19. Sensitive Data – by proceeding with this insurance **You** consent to **Us** and **Our** group companies processing **Your** sensitive personal data such as health data for the purposes of **Your** insurance. **We** will disclose **Your** information to **Our** service providers, agents and business partners for these purposes.

PART 3 BENEFITS

For Life, **Disability, Unemployment, Carer, Temporary Carer, Hospitalisation** and **Lifestyle Event** Cover, the maximum benefit that **We** will pay for a claim is £100,000.

(A) Life Insurance

We will pay to the **Coverholder** the balance owing (up to a maximum of £100,000) as at the date of **Your** death if, during the **Period of Cover, You** die.

What is not covered?

We will not pay benefits if:

- i. **Your** death results, directly or indirectly, from a **Pre-Existing Condition** (see Special Notes), or a **Pre-Existing Chronic Condition**.

Special Notes

This exclusion will not apply to a **Pre-Existing Condition**, if **You** have been free from symptoms and have not consulted a **Doctor**, or received treatment for a 2-year period prior to the claim. If appointments had been made to see a **Doctor** within this period and these were not kept, the **Pre-Existing Condition** exclusion will apply unless **You** had been formally discharged.

(B) Accident & Sickness – Termed as Disability Insurance

We will pay Monthly Benefit to the Coverholder if, during the Period of Cover, You become Disabled.

Please note payment of **Monthly Benefit** is subject to the following conditions:

1.
 - i. **You** must have been **Disabled** for a continuous period of 30 days after which one **Monthly Benefit** shall become payable; and
 - ii. a further **Monthly Benefit** shall become payable in respect of each additional complete period of 30 days during which **You** are continuously **Disabled** until the earliest of the following dates:
 - a. the date on which **You** cease to be **Disabled** or fail to provide proof that **You** are **Disabled**; or
 - b. the date on which **You** return to **Work**; or
 - c. the date when the **Sunset Payment** is made; or
 - d. the **End Date**.
2. Benefit shall not be payable under the Accident & Sickness Insurance part of this **Policy** if **You** are currently receiving benefit under any other section of this **Policy**.
3. If, during payment of a **Disability** claim, **You** are made **Unemployed**, **We** will continue to pay **Monthly Benefit** without the 30-day waiting period.

If **Your** claim lasts for 12 consecutive months **We** will pay a **Loyalty Bonus** in addition to any **Monthly Benefit** or **Sunset Payment** that may be payable.

What is Not Covered?

We will not pay benefits if the **Disability** results, directly or indirectly, from:

- i. an episode of self-harm; or
- ii. **Your** consumption of alcohol or **You** taking drugs otherwise than under the direction of a **Doctor** (provided that such direction is not given due to **Your** treatment for drug addiction or dependence); or
- iii. a **Back/Spinal Condition** unless there is radiological evidence of medical abnormality resulting in **Disability**; or
- iv. any psychotic or psychoneurotic illness, mental or nervous disorder or stress or stress-related condition, unless the condition has been diagnosed by a Consultant Psychiatrist and **You** are under the continued supervision of, and are receiving treatment from, a Consultant Psychiatrist; or
- v. a **Pre-Existing Condition** (see Special Notes).

Special Notes:

This exclusion will not apply to a **Pre-Existing Condition** if **You** have been free from symptoms and have not consulted a **Doctor** or received treatment for a 2-year period prior to **Your** claim. If **You** had appointments to see a **Doctor** within this period and these were not kept, the **Pre-Existing Condition** exclusion will apply unless **You** had been formally discharged.

(C) Unemployment Insurance

If **You** are **Self-Employed** and wish to make an **Unemployment** claim **You** must provide evidence that **You** are without **Work** due to the business in which **You** were **Self-Employed** totally and permanently ceasing to trade as a direct result of it being unable to pay its debts as and when they fell due and declared this to the Inland Revenue. Such evidence may include bank statements, accounts and other verification that the business is no longer viable.

We will pay **Monthly Benefit**, to the **Coverholder**, if during the **Period of Cover**, **You** become **Unemployed**.

Please note payment of **Monthly Benefit** is subject to the following conditions:

1.
 - i. **You** must have been **Unemployed** for a continuous period of 30 days after which one **Monthly Benefit** shall become payable; and
 - ii. a further **Monthly Benefit** shall become payable in respect of each additional complete period of 30 days during which **You** are continuously **Unemployed** until the earliest of the following dates:
 - a. the date on which **You** cease to be **Unemployed** or fail to provide proof that **You** are **Unemployed**; or
 - b. the date when the **Sunset Payment** is made; or
 - c. the **End Date**.
2. If **We** stop paying **Monthly Benefit** because **We** have paid the full **Claim Event Balance** in respect of any one **Unemployment** claim then **You** will not be entitled to any further **Monthly Benefit** under the **Unemployment** Insurance part of this **Policy** until **You** have returned to **Work** for a continuous period of at least 6 months.
3. If two periods of **Unemployment** are separated by 3 calendar months or less **We** will treat this as one continuous claim but no benefit will be payable for the time in between.
4. If whilst **You** are **Unemployed** **You** wish to commence temporary **Work** then, provided **You** have first contacted **Us** and have given **Us** full details of the temporary **Work** and have received **Our** agreement, if the temporary **Work** does not continue for more than 6 months **We** will not, during that period, pay **Monthly Benefit** but will treat **Your** claim as suspended and will thereafter commence, or resume, payment of **Monthly Benefit** as if **You** had one continuous claim.
5. Benefit shall not be payable under the **Unemployment** Insurance part of this **Policy** if **You** are currently receiving benefit under any other section of this **Policy**.
6. If, during payment of an **Unemployment** claim, **You** are not able to actively seek **Work** because of a **Disability**, **We** will continue to pay **Monthly Benefit** without the 30-day waiting period.

If **Your** claim lasts for 12 consecutive months **We** will pay a **Loyalty Bonus** in addition to any **Monthly Benefit** or **Sunset Payment** that may be payable.

What is Not Covered?

We will not pay **Unemployment** benefits if:

- i. at the **Start Date You** knew **You** were going to be made **Unemployed** or had reason to believe it was likely to happen. If **Your Employment** ends or **You** were notified, verbally or in writing of **Your Employment** ending within 60 days of the **Start Date**; or
- ii. **You** becoming **Unemployed** is in any manner voluntary; or
- iii. **You** become **Unemployed** as a result of **Your** own act, omission or negligence; or
- iv. **Your Unemployment** occurs due to the non-renewal of a fixed-term contract within 180 days of the **Start Date**; or
- v. **You** are at the date **You** become **Unemployed** engaged in **Work**:
 - a. from which **Unemployment** is a normal, regular or seasonal occurrence; or
 - b. under a fixed-term contract which will expire on a known or fixed date (for circumstances where this exclusion will not apply see Special Notes below); or
- vi. **Unemployment** occurs after a period of casual, temporary or occasional **Work** (this exclusion will not apply if this **Work** starts immediately after a loss of **Work** that would have given rise to a valid claim under the **Unemployment** Insurance part of this **Policy** or during a period when **You** are receiving **Unemployment** Insurance benefit); or
- vii. **You** have permanently retired and do not intend to seek further **Work**; or
- viii. it would be in respect of any period for which **You** have received or are entitled to a payment in lieu of notice of the termination of **Your Employment**; or
- ix. **You** were employed by a company of which **You** were a director and/or had a 30% or more shareholding (other than a bona fide investment in a company quoted on a recognised stock exchange) unless the company has been wound up by a creditor who was not a director of that company.

Special Notes:

Number v. b. will not apply in the following circumstances:

- a. **You** become **Unemployed** due to the expiry of, or during, a fixed-term contract and immediately prior to **Your Unemployment**, **You** have been employed for at least 12 consecutive months and **Your** contract has been renewed at least once.
- b. **You** become **Unemployed** due to the expiry of, or during, a fixed-term contract and **You** have previously been employed by the same employer on a permanent basis but were transferred to a fixed-term contract without a break in **Employment**.

(D) Carer Cover Insurance

Carer Cover can be claimed if **You** become a **Carer** on either a temporary or permanent basis. **You** are able to split cover for any one claim between permanent **Carer Cover** detailed in Section 1 and **Temporary Carer Cover** detailed in Section 2.

Benefit shall not be payable under the **Carer Cover** part of this **Policy** if **You** are currently receiving benefit under any other section of this **Policy**.

Section 1 - This applies if **You** permanently leave **Work** to become a **Carer**.

If **You** permanently stop **Work** to become a **Carer** during the **Period of Cover** **We** will pay one **Monthly Benefit** to the **Coverholder** for each 30-day period during which **You** are continuously a **Carer**.

We will pay **Monthly Benefits** until the earlier of the following dates:

- a. the date when **You** return to **Work**;
- b. the date that **You** stop being a **Carer** or fail to provide proof that **You** are a **Carer**;
- c. the date when the **Sunset Payment** is made; or
- d. the **End Date**.

If **Your** claim lasts for 12 consecutive months **We** will pay a **Loyalty Bonus** in addition to any **Monthly Benefit** or **Sunset Payment** that may be payable.

Payment of benefits is subject to the following requirements:

1. prior to any benefit being paid under this section of the **Policy**, **You** will have to provide a letter from the **Doctor of Your Close Relative** to confirm the nature and **Start Date** of the condition suffered. This will include details of when the patient first consulted for this condition and when it was first diagnosed.
2. if **You** were employed **We** will write to **Your** last employers to confirm that **You** did not leave **Your Employment** for reasons other than to become a **Carer**.
3. if **You** are a **Self-Employed** business owner, **You** will need to provide evidence that **Your** business has totally and permanently ceased to trade and that **You** have filed cessation accounts with the Inland Revenue and that this did not occur for reasons other than **You** having to become a **Carer**.

What is Not Covered?

We will not pay benefits if:

- i. the sickness, disease, condition or injury of the person being cared for existed prior to the **Start Date** (this exclusion will not apply if, in the opinion of **Our** Chief Medical Officer, the sickness, disease, condition or injury would not have normally deteriorated or was not considered likely to deteriorate to the extent that full-time care is required during the **Period of Cover**); or
- ii. **Your Work** ceases for any other reason not associated with the need to become a **Carer**; or
- iii. **Your** resignation is from **Employment** which is of a casual or temporary nature; or

- iv. **You** are currently receiving benefits under the Accident & Sickness Insurance, **Hospitalisation Insurance** or **Unemployment Insurance** part of this **Policy**.

Section 2 – This applies if **You** take a period of unpaid leave of absence from **Work**.

We will pay the first **Monthly Benefit** to the **Coverholder** after **You** have stopped working to be a **Temporary Carer** for a period of 5 continuous days. **We** will pay subsequent **Monthly Benefits** every 30 days thereafter until the earlier of the following dates:

- the date when **You** return to **Work**;
- the date that **You** stop being a **Temporary Carer** or fail to provide proof that **You** are a **Temporary Carer**;
- the date when the **Sunset Payment** is made; or
- the **End Date**.

If **Your** claim lasts for 12 consecutive months **We** will pay a **Loyalty Bonus** in addition to any **Monthly Benefit** or **Sunset Payment** that may be payable.

Payment of benefits is subject to the following requirements:

- prior to any benefit being paid under this section of the **Policy** **You** will need to provide a letter from the **Doctor of Your Close Relative** to confirm the nature and **Start Date** of the condition suffered. This will include details of when **Your Close Relative** first consulted the **Doctor** for this condition and when it was first diagnosed.
- **You** will need to provide a letter each month from **Your** employer confirming that **You** have been granted temporary unpaid leave in order to become a **Temporary Carer**.
- if **You** are **Self-Employed**, **You** will need to provide a letter from **Your** accountant that confirms trading has been suspended and **You** are not receiving an income from the business.

What is Not Covered?

We will not pay benefits if:

- i. the sickness, disease, condition or injury of **Your Close Relative** existed prior to the **Start Date** (this exclusion will not apply if, in the opinion of **Our** Chief Medical Officer, the sickness, disease, condition or injury would not have normally deteriorated or was not considered likely to deteriorate to the extent that full-time care is required during the **Period of Cover**); or
- ii. **Your Work** ceases for any reason other than the need to become a **Temporary Carer**; or
- iii. **You** are receiving benefits under the **Disability** or **Unemployment** Cover sections of this **Policy**.

Carer Cover under Sections 1 and 2 of this **Policy** end when **You** reach the age of 65 or **You** become **Permanently Retired**.

The maximum that **We** will pay for a claim under Sections 1 and 2 of this **Policy** is 12 **Monthly Benefits** plus any **Sunset Payment** and **Loyalty Bonus** that may be applicable.

If **We** stop paying **Monthly Benefit** because **We** have paid 12 consecutive **Monthly Benefits** or the **Sunset Payment** in respect of any one **Carer** claim (under Section 2), then **You** will not be entitled to any further **Monthly Benefit** under the **Carer** Cover part of this **Policy** until **You** have returned to **Work** for a continuous period of at least 6 months. **You** are not able to submit any further claims under either Section 1 or 2 of **Carer** Cover to look after the same **Close Relative** with the same condition.

(E) Hospitalisation Insurance

If **You** are confined to **Hospital** for a period of not less than 5 consecutive days **We** will pay one **Monthly Benefit** to the **Coverholder**.

We will continue to pay 1/30th of **Your Monthly Benefit** to the **Coverholder** for each day of **Your Hospitalisation** thereafter at calendar monthly intervals until the earliest of the following dates:

- the date on which **You** cease to be confined to **Hospital** or fail to provide proof that **You** are confined to **Hospital**; or
- the date when any applicable **Sunset Payment** has been made; or
- the **End Date**.

If **Your** claim lasts for 12 consecutive months, **We** will pay a **Loyalty Bonus** in addition to any **Monthly Benefit** or **Sunset Payment** that may be payable.

Benefit shall not be payable under the **Hospitalisation** part of this **Policy** if **You** are currently receiving benefit under any other section of this **Policy**.

Cover under the **Hospitalisation** Insurance part of this **Policy** is only available to **You** if **You** are between 65 and 70 years of age or **Permanently Retired**.

What is Not Covered?

We will not pay benefits if the **Hospitalisation** results, directly or indirectly, from:

- i. an episode of self-harm; or
- ii. **Your** consumption of alcohol or **You** taking drugs otherwise than under the direction of a **Doctor** (provided that such direction is not given due to **Your** treatment for drug addiction or dependence); or
- iii. a **Back/Spinal Condition** unless there is radiological evidence of medical abnormality resulting in **Hospitalisation**; or
- iv. any psychotic or psychoneurotic illness, mental or nervous disorder or stress or stress-related condition, unless the condition has been diagnosed by a Consultant Psychiatrist and **You** are under the continued supervision of, and are receiving treatment from, a Consultant Psychiatrist; or
- v. a **Pre-Existing Condition** (see Special Notes below); or
- vi. cosmetic surgery and/or complications arising from this treatment.

Special Notes

This exclusion will not apply to a **Pre-Existing Condition** if **You** have been free from symptoms and have not consulted a **Doctor** or received treatment for a 2-year period prior to **Your** claim. If **You** had appointments to see a **Doctor** within this period and these were not kept, the **Pre-Existing Condition** exclusion will apply unless **You** had been formally discharged.

(F) Lifestyle Events

You can only make 2 **Lifestyle Event** claims in any one 12-month period.

Benefit shall not be payable under the **Lifestyle Events** part of this **Policy** if **You** are currently receiving benefit under any section of this policy (including benefit for any additional **Lifestyle Event**).

i. Bereavement

If **Your Close Relative** dies during the **Period of Cover** **We** will pay three **Monthly Benefits** to the **Coverholder**.

You will need to provide a copy of **Your Close Relative's** death certificate.

ii. Retirement

If **You** have **Permanently Retired** during the **Period of Cover**, **We** will pay three **Monthly Benefits** to the **Coverholder**.

You will need to provide a letter from **Your** former employer confirming that **You** have **Permanently Retired**.

If **You** are **Self-Employed**, **You** will need to provide a letter from **Your** accountant that confirms **You** no longer actively participate in the business **You** have retired from.

iii. Purchase of a Principal Home

If **You** buy a property which is to be **Your** principal residence for **You** and **Your** family during the **Period of Cover** **We** will pay three **Monthly Benefits** to the **Coverholder**.

You will need to provide a copy of the letter that confirms **Your** completion date and the address on **Your Agreement** must also have been changed to match.

iv. Marriage/Civil Partnership

If **You** marry or enter into a civil partnership during the **Period of Cover** **We** will pay three **Monthly Benefits** to the **Coverholder**.

You will need to provide a copy of **Your** marriage or civil partnership certificate.

v. Divorce

If **Your** marriage or civil partnership ends during the **Period of Cover** **We** will pay three **Monthly Benefits** to the **Coverholder**. Benefit will be calculated based on the **Claim Event Balance** as at the date the decree nisi is issued, or in the case of a civil partnership the date the dissolution order is granted.

You will need to provide a copy of the decree nisi (for civil partnerships this will be the dissolution order) issued after the **Policy Start Date**.

vi. Birth/Adoption

Three **Monthly Benefits** will be paid to the **Coverholder** upon the birth/adoption of a child where **You** are the legal guardian or parent.

You will need to provide a copy of the birth certificate or adoption placement document.

vii. Graduation

Three **Monthly Benefits** will be paid to the **Coverholder** should **You, Your Partner** or **Your** children graduate from higher education.

You will need to provide a copy of the relevant degree certificate issued by a registered seat of learning.

viii. Entering Full-Time Education

If **You** finish **Work** to enter full-time education three **Monthly Benefits** will be paid to the **Coverholder**.

You will need to provide a letter from **Your** former employer confirming that **You** resigned to enter full-time education and appropriate course enrolment documentation.

ix. Jury Service

If **You** are summoned for jury service and consequently attend court, three **Monthly Benefits** will be paid to the **Coverholder**.

You will need to provide a copy of a letter of confirmation from the relevant court.

PART 4 CLAIMS PROCEDURE

Claims

The amount which may be paid out under this **Policy** is based upon **Your Claim Event Balance** (please note **You** are only able to make a claim if there is a **Claim Event Balance** owing).

The maximum benefit payable under any claim will be equal to the **Claim Event Balance**, plus any interest and charges accrued as a result of that balance plus any applicable **Loyalty Bonus**. For Life claims, the balance at the date of death will be paid. The maximum amount payable under any section of this **Policy** is £100,000.

Life Claims

In the event of **Your** death, to enable **Us** to assess **Your** estate's entitlement to benefit, additional information may be required from a medical practitioner who has treated **You**. In the event that additional medical information is required, **You** agree to **Us** requesting and obtaining medical information from any medical practitioner who has treated **You**.

Accident and Sickness (Known as Disability), Unemployment, Hospitalisation and Carer Cover Claims

Throughout any period for which **Disability**, **Unemployment** or **Hospitalisation** benefits are claimed **You** should provide, at **Your** expense, such proof of continued **Disability**, **Unemployment** or **Hospitalisation** as may be reasonably required. In the case of a **Disability** or **Hospitalisation** claim this may include copies of **Your** medical certificates and/or **Doctor's** statements. **Your Doctor** may charge **You** a fee for providing a **Doctor's** statement. **We** will reimburse **You** for this fee up to a maximum of £15 per claim provided **We** receive a receipt from **Your Doctor** with **Your** completed claim form. **You** will be reimbursed by cheque. In the case of an **Unemployment** claim this may include documentary evidence that **You** are actively seeking re-employment including copies of job application forms, interview letters and rejection letters. Other than in exceptional circumstances, no benefits shall be payable for any period for which the required substantiating proof is not provided.

In the event that **You** become a **Carer**, to enable **Us** to assess **Your** entitlement to benefit, additional information will be required from **Your** employer and **You** agree to **Us** requesting and obtaining such information. If **You** are **Self-Employed**, **You** will need to provide such evidence that **Your** business has totally and permanently ceased to trade. **You** will also be asked to provide at **Your** expense written confirmation from the **Doctor** of **Your Close Relative** confirming the details surrounding their medical condition.

We may require **You**, at **Our** expense, to be examined by a medical examiner of **Our** choice. If **You** fail to attend any such examination, no further benefit shall be payable.

We may also arrange for an agent representing **Us** to visit **You**. The purpose of any such visit will be to gather details relating to **Your** claim in order to ensure an accurate assessment. It is essential that **You** make yourself available for any such visit. If **You** fail to do so, no further benefit shall be payable.

When making a claim for **Unemployment** benefit, **Your** claim may be selected for Back to Work Assistance. This specialised service is designed to provide guidance and assistance with **Your** job search and is provided at **Our** expense. If **Your** claim is selected, **Your** claim details will be provided to **Our** Back to Work Assistance service provider.

How to Claim

In the event of a claim, please telephone **Us** on 0800 121 6417 to request a claim form. Any claim should be notified within 180 days of the date of the event giving rise to that claim together with, at **Your** expense, such information and proof as **We** may reasonably require. If such notice and information is not given within this 180-day period then, other than in exceptional circumstances, no benefits will be paid in respect of the claim.

Completed claim forms and all matters relating to a claim should be sent to:

Claims Management Department
PO Box 741
Leeds
LS1 9HB
Telephone: 0800 121 6417
Fax: 01372 479451

You may contact **Us** using TypeTalk, Telephone 18001 0800 169 2350.

PART 5 CUSTOMER SERVICE

We aim to provide a quality service to **Our** customers. However, if **You** have any problems regarding this Insurance **Policy** please contact:

- The Customer Liaison Manager, St Andrew's Group plc, PO Box 741, Leeds LS1 9HB. Please supply details of **Your Agreement** Number to enable the enquiry to be dealt with promptly.

If after following **Our** complaints procedure **Your** enquiry or complaint is still not resolved to **Your** satisfaction, **You** may refer **Your** complaint to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone 0845 080 1800.

None of the above affects any right of action **You** may have.

Note: All telephone calls may be monitored or recorded to assist with staff training and for quality control purposes.

Confidential and Independent Counselling

Your Policy includes a confidential and independent counselling programme. The service provides **You** and **Your** immediate family with assistance, practical help and guidance on:

1. medical information;
2. stress counselling;
3. personal and legal advice.

Telephone: **0845 124 1357** and quote "Bank of America Card Care".

Lines are open 24 hours a day, 365 days a year.

There is also an **Unemployment** support helpline available which includes:

1. access to a job vacancy database;
2. practical help and guidance on returning to **Work**.

Telephone **0845 124 1357** and quote "Bank of America Card Care".

Lines are open 9am – 5pm Monday to Friday.

Fully-trained professional and advisory staff operate these helplines. These services are free of charge except for the cost of **Your** telephone call.

YOUR RIGHTS TO CANCEL

If You are not satisfied with Your cover, You can cancel Your cover within 30 days of receiving Your policy. You will receive a full refund of any premium You have paid. If You do not cancel Your cover within 30 days, Your cover will continue for the remaining period but if You subsequently cancel Your cover You will not be entitled to a refund of premiums. To cancel this policy, please write to Head of Insurance, Bank of America LifestyleProtect, MBNA Europe Bank Limited, Chester Business Park, Chester CH4 9YR or telephone 0800 783 7659.

ST ANDREW'S LIFE ASSURANCE plc (Registered in England No. 3104670) and ST ANDREW'S INSURANCE plc (Registered in England No. 3104671) both with Head Offices at 1 Lovell Park Road, Leeds, West Yorkshire LS1 1NS.

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