

Terms & Conditions

of ASDA Over 50s Life Cover
provided by AIG Life



AIG Life, Invicta House,
Trafalgar Place, Brighton,
BN1 4FR.

These are the Terms and Conditions of the Policy that **you** have with American Life Insurance Company (referred to here as “AIG Life”) and they, together with the Schedule and any Endorsements, **your** Application Form and any other written statement made by **you**, form the basis of the contract between AIG Life and **you**, the Policyholder. Please take the time to read this document as it explains how **your** Policy works. If **you** do not understand any part of it, **you** should contact our office in Brighton on **0845 900 0932** and **we** will explain the details further.

In consideration for the payment of premiums, this Policy provides the benefits described in the sections that follow. In particular, **you** should note the sections of this document entitled **Definitions** and **Making a Claim**.

Term of the Policy

The cover provided by the Policy commences on the **Policy start date**, subject to the Payment of Premiums section below. The payment of benefit by **us** in respect of a claim will automatically terminate **your** Policy.

Payment of Premiums

You must pay the Policy premium monthly throughout the term of the Policy up to and including the **Final Premium Payment Due Date**.

The **Final Premium Payment Due Date** is determined by **us** to ensure that premium payments stop at the point where payment of a further premium would result in the total premiums paid exceeding the Sum Assured, which is payable should **you** die as a result of natural causes more than two years after the **Policy start date**.

You are allowed a 30 day period of grace to pay the premium. If the premium has not been paid by the end of the period, the Policy terminates automatically without value on the date the unpaid premium was due. If a claim is made within the period, any unpaid premium will be deducted from the benefit payable.

Policy Value

This Policy only provides the benefits described in this document and as shown on **your** Policy Schedule. There is no paid up value at any time before the **Final Premium Payment Due Date**.

Notification

If **you** change **your** address **you** must notify **us**.

SECTION 2 – DEFINITIONS

For the purpose of the Terms and Conditions of this Policy and any other associated documents, the following definitions apply:

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

Bodily Injury – bodily injury which is caused solely and independently of any cause by an **Accident**.

Common-Carrier Sum Assured – the benefit amount shown on your Policy Schedule.

Final Premium Payment Due Date – the date shown on **your** Policy Schedule.

Permanent UK resident – Any person whose habitual residence (i.e. the place where the person’s centre of vital interests [economic, domestic & social] is located) is in the UK. A person who is a permanent UK resident will cease to be a permanent UK resident, for the purpose of this definition, if they leave the UK with the intention of not returning to reside in the UK within 6 months, or if they are away from the UK for a continuous period of 6 months.

Policy start date – the date on which the Policy began as shown on **your** Policy Schedule.

Smoker – the **Policyholder** has used tobacco products or nicotine replacement therapy in the 12 months prior to the **Policy start date**.

Sum Assured – the benefit amount shown on **your** Policy Schedule.

We/us/our – AIG Life (the insurance company providing **your** insurance cover).

You/your – The Policyholder stated on **your** Policy Schedule

SECTION 3 – THE POLICY BENEFITS

We will pay benefit if **you** die during the term of the Policy.

The amount of benefit payable is determined by **us** with reference to **your** age at the **Policy start date**, **your** gender, your **smoker** status, the length of time from the **Policy start date** up to **your** date of death, and by the cause and manner of death as explained below.

If **you** die as a result of natural causes within 2 years of the **Policy start date**, the benefit payable by **us** will be one and a half times the premiums **you** have paid up to the date

of **your** death. If the date of death is within 30 days of the **Policy start date**, the benefit payable by **us** will be one and a half times one month's premium.

If **you** die as a result of natural causes more than 2 years after the **Policy start date**, the benefit payable by **us** will equal the **Sum Assured**.

If **you** die as a result of **bodily injury** within 2 years of the **Policy start date**, the benefit payable by **us** will equal the **Sum Assured**.

If **you** die as a result of **bodily injury** more than 2 years after the **Policy start date**, the benefit payable by **us** will be double the **Sum Assured**.

If **you** die as a result of **bodily injury** whilst travelling in the UK as a passenger in or on any authorised public vehicle, **we** will pay the **Common-Carrier Sum Assured** in addition to the benefit payable for death as a result of **bodily injury**. All commercial airline flights that originate from any airport within the UK are also included.

For the purposes of determining the amount of benefit payable under this Policy, suicide is treated as if it were a natural cause of death.

The payment of benefit by **us** will automatically terminate **your** Policy. Any premiums that may have been collected by **us** after **your** death will be refunded to **your** estate in full.

SECTION 4 - MAKING A CLAIM

For a claim to be made under this Policy by the Executor(s) or Personal Representative(s) of **your** estate or **your** assignee(s), **we** can be contacted at the following address: American Life Insurance Company, ALICO House, 22 Addiscombe Road, Croydon, CR9 5AZ.

Alternatively, **we** can be contacted on 0845 900 0932, from Monday - Friday, 9am - 5pm.

We will send a claim form, which should be completed and returned to **us** as soon as possible.

The claim will need to be supported (where relevant) by a registered medical practitioner in the United Kingdom. **We** will need to be provided with the original copies of **your** birth certificate and the death certificate.

No amount of benefit will be paid by **us** until **we** have been provided with proof to **our** satisfaction, of **your** age, **your** death and the identity and the entitlement of the

Executor(s) or Personal Representative(s) of **your** estate, or **your** assignee(s) if the Policy was assigned by **you**. If evidence satisfactory to **us** is not provided, **we** will reject the claim.

Where the actual cause of death is unclear, **we** reserve the right to ask for a post-mortem examination (at **our** expense) in order to ascertain the precise cause of death. If the actual cause of death remains unclear, then the benefit will be paid assuming death was from natural causes.

If, at the time of the claim, **your** actual date of birth is found to be different to that stated on **your** Policy Schedule, the Policy benefit will be altered to reflect the discrepancy.

If, at the time of the claim **your smoker** status is found to be different to that stated on **your** Policy Schedule, the Policy benefit will be altered to reflect the discrepancy.

If at the time of the claim **your** gender is found to be different to that stated on **your** Policy Schedule, the Policy benefit will be altered to reflect the discrepancy.

If it is unclear whether a claim can be made or how a claim can be made, **we** should be contacted at **our** offices in Croydon.

SECTION 5 - PAYMENT OF BENEFIT

The payment of benefit by **us** will be made to the Executor(s) or Personal Representative(s) of **your** estate unless the Policy has been assigned. If the Policy has been assigned, **we** will pay the benefit to **your** assignee(s).

Any receipt which the Executor(s) or Personal Representative(s) or assignee(s) may give to **us** for the benefit **we** pay shall be deemed by **us** to be a complete discharge of all **our** liability in respect of such benefit. The payment of benefit by **us** in respect of a claim will automatically terminate **your** Policy.

SECTION 6 - GENERAL CONDITIONS

Alteration

We reserve the right to make any variation or alteration to the benefits payable or to the Terms and Conditions of this Policy as **we** consider necessary in the event of any change in the law affecting this Policy or **us**. **We** will give you 30 days' written notice of any changes by writing to **you** at **your** last

known address. After a change or alteration to the benefits or Policy has been made, **you** have the right to cancel the Policy if **you** wish. Should **you** exercise **your** right to cancel, no premiums will be returned.

Fraud or misstatement

Any fraud, deliberate misstatement or concealment in **your** application for, or the use of any fraudulent means or devices in a claim to obtain benefit under this Policy, will immediately terminate the Policy. In this event, **we** will be under no liability in respect of a claim for benefit, any benefit due will be forfeited and any benefit that has already been paid by **us** must immediately be repaid. No premiums will be returned.

Residence

The benefits under this Policy are only available whilst you are a **permanent UK resident**. If you cease to be a **permanent UK resident**, the Policy will terminate immediately without value.

Payments

All premiums and benefits are payable in Sterling in the United Kingdom.

Interest

No amount of benefit payable under this **Policy** shall carry interest.

Assignment

Your Policy is assignable. Notices of assignment should be sent to **us** at AIG Life, Invicta House, Trafalgar Place, Brighton BN1 4FR.

Law

This Policy is governed by, and is construed in accordance with, the law of England and Wales.

Data Protection

All personal data, including 'sensitive personal data', for example medical reports/ records, will be stored and used by AIG Life for the purposes of claims assessment and verification, fraud and crime prevention and detection, marketing, carrying out research and analysis and to set up, administer and provide information about **your** Policy in connection with any reinsurance. **We** may share or transfer **your** data for the above purposes to other insurers, our reinsurers, law enforcement agencies, companies within the American International Group or to third party companies to process or manage the information on **our** behalf. These companies may be outside the European Economic Area. **We** may also use **your** data or share it with other companies in American International Group and other carefully selected third parties to send **you** information about other products and services, which **we** believe may be of interest to **you**. If **you** do not wish to receive information about other products and services, please write to the Compliance Officer, American Life Insurance Company, ALICO House, 22 Addiscombe Road, Croydon CR9 5AZ.

SECTION 7 – CANCELLATION

You can cancel this Policy at any time. **You** should let **us** know by writing to AIG Life, Invicta House, Trafalgar Place, Brighton BN1 4FR or by calling **us**. **We** will then write to **you** and confirm that the Policy has been cancelled.

If **you** cancel within **30** days of receiving the Policy Schedule **you** will be entitled to a full refund of any premiums **you** have paid up to that time.

If the Policy is cancelled after the **30** day cancellation period, there will be no refund of premiums paid.

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