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# Introduction

*The material in Sections 1 to 5 in this booklet in ordinary print comprises the "With-Profits Bond Policy Provisions (July 1995)" and these form part of the policy.*

*The material in the informal notes in blue italics does not form part of the policy but is included to give you further information and guidance on what to do in various circumstances.*

## **Policyholder information**

*If you need further help or advice on your investment and life insurance needs you may wish to consult the financial adviser who introduced you to Scottish Provident. Alternatively, our experienced staff at your nearest Scottish Provident Area Office will be pleased to assist you. You will find the address at the back of this booklet.*

## **Notification of changes**

*If you change your address or if you need to cancel the policy you should write to our Chief Office in Dublin and we shall take the appropriate action.*

**In any correspondence please quote the policy number and your full name and address.**

# I. Construction

*This provision deals principally with the definitions of various terms which are used later in the provisions.*

These provisions apply to any policy effected with The Scottish Provident Institution ("the Institution") which is expressed to be subject to them. In relation to such a policy in these provisions:

- (a) "the proposer" means the person (or persons) who effected the policy;
- (b) "the life assured" (or "the lives assured") means the person (or persons) specified as such in the schedule to the policy;
- (c) "the titleholder" means the person (or persons) who is (or are) for the time being legally entitled to deal with the policy;
- (d) "the effective date of the policy" means the date shown as such in the schedule to the policy;
- (e) "the maturity date" means the date shown as such in the schedule to the policy;
- (f) "the sum assured" means the amount shown as such in the schedule to the policy, subject to provisions 2.4 and 5.7;
- (g) "the premium" means the amount shown as such in the schedule to the policy.

Where appropriate, in these provisions and in the policy the masculine includes the feminine and vice versa and the singular includes the plural and vice versa.

*The 'titleholder' is the owner of the policy and usually this will be the proposer. If the policy is held under a trust or assigned to a third party, the titleholder will be the trustee(s) or assignee(s) respectively.*

*The titleholder's permission is always required before we are able to act on instructions involving a material change to the policy, e.g. an instruction for encashment of the policy.*

*The "premium" referred to in these provisions and in the policy has the same meaning as the expression "investment amount" which may appear within the application for this policy. Similarly, "proposer" has the same meaning as the expression "applicant".*

## 2. Encashment

*This provides for encashment of the policy in whole or in part.*

### 2.1 Encashment

At any date before the maturity date the titleholder may elect that the policy be cancelled in whole or in part.

### 2.2 Whole encashment

If an election is made that the whole policy be cancelled, the Institution will pay to the titleholder the cash value of the policy, as determined by the Institution.

### 2.3 Part encashment

If an election is made that part of the policy be cancelled, the Institution will pay to the titleholder the cash value of that part as determined by the Institution subject to the following conditions:

- (a) the cash value of the proportion of the policy encashed must not be less than the minimum required by the Institution according to its practice at the time;
- (b) the cash value of the proportion of the policy continuing must not be less than the minimum required by the Institution according to its practice at the time.

### 2.4 Benefits after part encashment

On cancellation of part of the policy, the sum assured, any declared bonuses and, for the purpose of provision 3.2, the premium will be reduced to amounts determined by the Institution.

*In view of the expenses incurred by Scottish Provident in setting up the policy, very early encashment of the policy is not recommended as the value may be less than the amount you have invested.*

### **3. Death benefit**

*This provision deals with what happens on the death of the life assured (or on the death of the last of the lives assured to die if there are two or more lives assured).*

#### **3.1 When payable**

Provided the policy is then in force, a death benefit will become payable under the policy:

- (a) if there is one life assured, on his death, or
- (b) if there are two or more lives assured, on the death of the last survivor of them to die.

*If this provision applies, we should be told as soon as possible and the policy should be returned to us by the titleholder. Any other requirements (which will depend on the circumstances) will be advised at the time.*

#### **3.2 Amount**

Subject to provisions 3.3, 3.4 and 5.7 and to any statement in the schedule to the policy, the death benefit will be 101% of the amount which would have been paid under provision 2.2 if an election had been made to cancel the policy at the date of the death giving rise to the death benefit or, if the life assured (or the youngest of the lives assured, if there are two or more lives assured) was under age 75 at the effective date of the policy, 101% of the premium, reduced where appropriate in accordance with provision 2.4, if greater.

#### **3.3 Suicide**

If the life assured or, if there are two or more lives assured, any of them, commits suicide within one year of the effective date of the policy, the death benefit will be subject to the deduction (if any) described in provision 3.5. This provision will not, however, affect the interests of any third party proved to the satisfaction of the Institution to have been acquired for value.

#### **3.4 Basis of the contract**

The policy has been granted on the basis of statements made on the application for it. If any of these statements proves to have been untrue in a material respect, the death benefit will be subject to the deduction (if any) described in provision 3.5.

#### **3.5 Deduction**

The deduction described in this provision, if it is to be made in accordance with provision 3.3 or 3.4 or any statement in the schedule to the policy, will be equal to the difference (if any) between the death benefit without the deduction and the amount which would have been paid under provision 2.2 if the appropriate election to cancel the whole policy had been made at the date of the death giving rise to the death benefit.

*When the death benefit has to be restricted, the amount payable is the same as the encashment value under provision 2.2.*

#### **3.6 Payment**

The death benefit will be payable to the titleholder or his legal personal representatives. The policy will be cancelled on payment being made.

## **4. Maturity**

*This provision provides for a cash sum to be payable at the maturity date. Under the legislation in force at the effective date of the policy, this cash sum will normally be free of tax.*

If the policy is in force on the maturity date and a death benefit has not become payable under provision 3 before that date, a cash sum will be payable to the titleholder. Subject to provisions 2.4 and 5.7, the cash sum will be equal to the sum assured increased by any bonuses. The policy will be cancelled on the maturity date.

*The cash sum will be payable to the titleholder.*

## 5. General

*This deals with various miscellaneous points indicated by the sub-headings.*

### **5.1 Payment subject to proofs**

Payment of any benefit under the policy will be made to the appropriate person subject to the Institution's receiving such proof as it may require of the happening of any event on which the benefit is payable, of legal entitlement and of the date of birth of the life assured or dates of birth of all the lives assured, if there are two or more lives assured.

### **5.2 Change of titleholder**

Notices of assignment may be given to the Institution at its principal places of business in Dublin, London, Belfast and Edinburgh.

*It is important for the titleholder to retain with the policy any deeds of assignment and reassignment or any other deeds transmitting title to the policy as these are part of the proof of his legal entitlement and he will be required to produce them before any benefits under the policy are paid to him.*

### **5.3 Payment by cheque**

Payment of any amount of money by cheque drawn in favour of the person entitled to receive it, or of any other person authorised by that person with the approval of the Institution, will be an absolute discharge to the Institution for that amount. The Institution will not in any way be responsible for seeing to the application of that amount.

### **5.4 Source of benefits**

Any benefits under the policy are payable out of the Common Fund of the Institution.

### **5.5 Late payment of death or maturity benefit**

If a cash sum becomes payable under provision 3 or 4, it will be increased with interest from the date of death or the maturity date respectively to the date of settlement unless the amount of increase is less than a minimum amount. The rate of interest and the minimum amount will be fixed by the Institution according to its practice at the time.

(continued overleaf)

## **5.6 With-profits**

The policy will share in the surplus of the Institution's Common Fund.

*The benefits under most of Scottish Provident's policies, including With-Profits Bond policies, are paid out of its Common Fund. Each year an actuarial investigation is carried out and profits are distributed among with-profits policies in the form of declared bonuses, which are expressed as additions to the sum assured (including any existing declared bonuses). Once declared bonus has been added it becomes a permanent addition to the sum assured and cannot normally be taken away - if there has been partial encashment of the policy, then any declared bonuses will be appropriately reduced.*

*An additional "terminal bonus" may also be paid. Terminal bonus reflects any especially favourable investment conditions over the period that a policy has been in force. Although terminal bonus is currently paid for many policies, there is no guarantee that it will be paid in future or, if it is, at what level, since it depends on future investment conditions which cannot be foreseen.*

## **5.7 Wrong date of birth**

If the date of birth of the life assured or, if there are two or more lives assured, the date of birth of any of them has been wrongly stated to the Institution, the Institution will be entitled to adjust the benefits under the policy in such manner as it considers appropriate.

## **5.8 Legislation**

If the policy or the Institution should be affected by legislation or other circumstances beyond the Institution's control, the Institution may change these provisions in such reasonable manner as it thinks necessary.

## **5.9 Proper law**

The law by which the policy is governed and the jurisdiction to which the Institution is subject in respect of the policy are those of the Republic of Ireland.

## **5.10 Laws of the Institution**

This policy is subject to the Laws of the Institution.

## **5.11 Currency**

Premiums and benefits are payable in the currency of the Republic of Ireland in Dublin.



**Chief Office**

53 Fitzwilliam Square,  
Dublin 2  
Tel: 01 676 9400

**Area Offices**

DUBLIN 53 Fitzwilliam Square,  
Dublin 2  
Tel: 01 676 9400

CORK Scottish Provident House, 52 South Mall,  
Cork  
Tel: 021 273035

LIMERICK 64 O'Connell Street,  
Limerick  
Tel: 061 411550

GALWAY Augustine House, Augustine Street,  
Galway  
Tel: 091 565531/564843