

## 1. The Policy

- 1.1 These Policy Conditions, the Policy Schedule and the Application Form together set out the terms agreed between the Client and the Company.
- 1.2. This Policy is issued on the basis that the details given in the Application Form together with any other written statements made by (or on behalf of) the Client and/or the Dependant are true to the best of their knowledge and belief.
- 1.3. The Contract is a Single Premium Annuity Policy.
- 1.4. This Policy commences on the Commencement Date and will terminate on payment of the last Annuity Benefit payment due.

## 2. Definitions

- 2.1 The following words have special meanings wherever they appear in these Policy Conditions or associated documents.

### **Annuity Benefit**

means the benefits under this Policy described in Condition 4.

### **Annuitant**

means the Client and, after the death of the Client, the Dependant.

### **Application Form**

means the application for this Policy completed by the Client and accepted by the Company.

### **Client**

means the Client shown in the Policy Schedule.

### **Commencement Date**

means the Commencement Date shown in the Policy Schedule.

### **Company**

means American Life Insurance Company.

### **Dependant**

means the Dependant, if any, shown in the Policy Schedule.

### **Guaranteed Period**

means the Guaranteed Period, if any, shown in the Policy Schedule and is the period for which the relevant Annuity Benefit will be paid whether or not the Annuitant is still alive.

### **Policy Schedule**

means the schedule issued by the Company to the Client confirming the terms of this Policy.

### **Principal Office**

means Alico House, 22 Addiscombe Road, Croydon, England CR9 5AZ or any other address notified to the Annuitant from time to time.

## 3. The Purchase Price

- 3.1 The Purchase Price shown on the Policy Schedule is the amount payable by the Client to secure the benefits described within this Policy. The Purchase Price must be paid on or before the Commencement Date.

## 4. The Annuity Benefit

- 4.1 The Company will pay the Annuity Benefit under this Policy as shown in the Policy Schedule for the life of the Client. If the Policy Schedule provides for a Dependant Annuity and the Dependant survives the death of the Client, the Annuity Benefit will continue to be paid to the Dependant for the rest of their life at the rate provided in the Policy Schedule.
- 4.2 The due date of the first Annuity Benefit payment is shown in the Policy Schedule and takes into account any deferred period requested in the Application Form.
- 4.3 If the Policy Schedule shows that the Annuity Benefit is payable 'in arrears without proportion', then no Annuity Benefit will be payable in respect of the period from the last payment before the death of the Annuitant to the date of death.
- 4.4 If the Policy Schedule shows that a Guaranteed Period applies in respect of the Annuity Benefit, then if the Client dies before the end of the Guaranteed Period, the Company will continue to pay the benefits for the rest of the Guaranteed Period at the rate applicable during the lifetime of the Client. The guaranteed payments will continue to the end of the Guarantee Period whether or not the Dependant survives for that period.
- 4.5 If the Policy Schedule shows that the Annuity Benefit varies by reference to Retail Prices Index then the payments will increase on each applicable date (the "Review Date") by the percentage increase in the Retail Prices Index over the 12 month period ending three months prior to the Review Date. If there is no change or a decrease in the Retail Prices Index over the 12 month period then payments will remain the same on the subsequent Review Date. "Retail Prices Index" means the All Items Retail Prices Index published from time to time by the Office for National Statistics or any official replacement of that index or, if that index ceases to be published with no official replacement, then such replacement index as the Company may reasonably select.

## 5. Payment of Annuity Benefit

5.1 The benefits under this Policy will be paid by the Company to the Annuitant or to any person authorised to accept the benefits on their behalf.

5.2 The Company reserves the right to withhold payment of any sort relating to the Policy unless and until it has received all information and documentation that it reasonably requires in order to satisfy itself as to:

- a. the continuing existence or death of the Annuitant; and
- b. the claimants' identity and legal title to the Policy and/or the benefits from the Policy,

together with any other documents or information that the Company may reasonably require. Any costs reasonably incurred in meeting these requirements shall be borne by the claimant(s).

5.3 The Company has the right to deduct from the Annuity Benefit any tax or other duty when it is required to do so by legislation or HMRC practice or a demand from a competent regulatory or financial authority.

## 6. Currency and Place of Payment

6.1 The Purchase Price and the benefit payments shall be paid to and from the Company respectively in Sterling or any other currency the Company agrees, and are payable at its Principal Office or any other place agreed by the Company.

## 7. Surrender and Assignability

7.1 This Policy provides only the benefits described in this document. There is no cash surrender value at any time.

7.2 This Policy may not be assigned and no benefit under it may be transferred, mortgaged or charged, except as required by a court order. Notice of any such court order must be given to the Company at its Principal Office.

## 8. Changes and Endorsements

8.1 The Company may amend these Policy Conditions at any time by giving at least thirty days notice in writing to all affected policyholders, for any of the following reasons:

- where the Company considers it will make the provisions easier to understand or fairer to policyholders
- to allow the Company to administer the Policy more effectively or at less cost
- to reflect any changes in the cost of continuing to administer the Policy
- to reflect market conditions or insurance practice
- because of changes in the way the Company administers its policies
- to take account of a decision by a court, ombudsman, regulator or similar body
- because of changes to the law, codes of practice or the way in which the Company is regulated
- to reflect any changes to the Company's tax position
- because of changes in technology.

8.2 Where any change is made to the terms of this Policy in accordance with these Policy Conditions, the Company will note the change in its records but will not necessarily issue an endorsement unless the Company considers it appropriate to do so.

## 9. Legislation and Availability

9.1 This Policy shall be governed by and interpreted in accordance with the law of England.

9.2 This Policy is available only in the United Kingdom and is not transferable to or available in any other country in which the Company transacts business without the express agreement of the Company.