

DYING FOR A PAYOUT ?

HUMAN RIGHTS FAILURES WITHIN THE UK INSURANCE INDUSTRY

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Introduction

I can do no better than open with the words of Drew Hendry MP, chair of the All-Party Parliamentary Group for Terminal Illness (APPG TI).

'Imagine the moment a person hears from their doctor that they have a terminal illness – in that instant, nothing for them or their family will ever be the same again.

For many, their most profound wish after receiving that life-changing news is to spend the time they have left focusing on what matters; spending time with their loved ones and living as well as they can for as long as they are able.

For other families, the reality of terminal illness is living with a condition that causes progressive deterioration, increasing frailty and an increasing need for care.'

Drew set up the APPG TI in 2018 to raise awareness of the issues faced by people and their families living with terminal illness. Since then, the group has published the report:

Six Months to Live

A valuable resource which we would recommend as essential reading if one is to fully understand the issues raised here.

Their work has resulted in great improvements. A huge step forward as previously, thousands of terminally ill people were dying before ever having received their benefit and the financial peace of mind it might bring during the time they and their families have left. Millions of people in the UK have bought insurance that covers their financial and wellbeing needs should they be diagnosed as terminally ill. These 'Terminal Illness' benefits were designed to pay out a life policy early and give 'peace of mind' by allowing the claimant time to get their affairs in order before they die.

The product had grown to over 10.4 million such UK life policies in 2018 (Statista). A truly valuable product, worth billions to the UK insurance market. It is also undoubtedly one that thousands of terminally ill policy holders have benefited from.

Unfortunately, the product is tragically flawed. It discriminates between types of terminal illness and regularly declines genuine terminally ill claimants. Worse, its structure can induce them to consider suicide or withhold treatment.

Through our TI Campaign, I have listened to, and watched the progress of those who have been placed in the above nightmare position; valiantly struggling to make the most of the time they have left, with partners and family. Unable in some cases to even think of that last holiday or simple retirement activity that they had hoped and planned for.

Some of their stories have been absolutely heart rending. I thank all of them for bravely sharing their pain. Unfortunately, many are too weak or distressed to complain. Or they die before being able to do so. We may never hear of their pain.

This is why the current complaint pathway can only ever show the 'tip of the iceberg'.

You will also discover later in this report, that the way insurers present their statistics also serves to 'hide' the true number of people so tragically effected.

This is unfair to prospective customers who have no chance of understanding the difficulties that might arise

It seems possible both our UK Human rights and Consumer laws have been breached; this desperately needs to be tested.

The UK insurance industry and their regulators the Financial Conduct Authority (FCA) have known of this problem at least as far back as 2014 when it was featured on national television. There is no excuse.

It is relatively easy to stop new customers from getting hurt. Remove exclusion periods and simply pay when someone is diagnosed as terminally ill. Something already being achieved for DWP benefit claimants in the public sector. It seems insurers are reluctant to make this change. I believe this is because it will raise public awareness that mistakes, or even a cover up might have occurred. Seriously effecting their reputation and starting an avalanche of compensation claims.

In the meantime, more than 10.4 million people hold policies, any one of which could literally prove fatal.

Our campaign wants the FCA and Insurers to admit that mistakes have been made, then urgently protect the millions still vulnerable. Financially compensating those who's human rights have already been so cruelly violated.

I do hope you find this report of interest and are moved to support us.

Finally, if you are unfortunate enough to find yourself effected by any of the issues in this report, are feeling suicidal or just want to talk. Please see the help contacts on the back page.

Peter Bull

T I Campaign January 2022

Summary and History

Somewhere in the past, Insurers had a truly 'great idea'. They offered a 'free' Terminal Illness add on to Life Insurance Policies. The idea was simple; if during the term of the policy, the policy holder became terminally ill, then the policy would pay out in advance. This allowed the claimant time to sort their affairs and achieve '*peace of mind*' before they die.

The 'great idea' was a success and tens of millions of policies were sold with this valuable add on. Undoubtedly, many customers benefited from the extra 'peace of mind', but it was not until the claims of undeniably terminally ill people were declined, that problems really started to show.

You see, when designing the 'great idea' insurers did not consider the terrible implications of declining the claims of terminally ill people who do not meet their criteria. 'Should have read the small print and buyer beware ruled.

So, what was happening that effected declined terminally ill claimants so badly?

A definition of terminal illness may help: 'A terminal illness is a disease or condition which can't be cured and is likely to lead to someone's death'. (Marie Curie 2019). Alongside this, consider that no two terminal illness cases are the same. We are all different, and will respond physically and emotionally, in our own unique way.

In fact, both clinical and insurance experts agree, that it is 'virtually impossible to define with any accuracy how long a terminally ill patient may survive. Yet in 2018 there were more than 10 million 'live' UK Life Insurance Policies with a terminal illness facility. requiring the terminally ill claimant to do just that. (Statista 2018)

Irrespective of a claimant's clinical diagnosis, **many genuinely terminally ill claimants are discriminated against** simply because they do not meet the Insurers list of Qualifying Terminal Illnesses (QTI). Harsh enough but note that such QTI lists (the small print) are not available when purchasing a policy. However, they are later relied on by non-clinical insurance assessors when declining telephone claims.

Unfortunately, worse is yet to come, as most terminally ill claimants are excluded from claiming in the last 12/18 months of a policy. Why is this significant?

Just consider for a sad moment that you are the claimant and have been told by your clinician that your life expectancy is 10 – 12 months. Your insurers disregard your clinicians opinion in favour of their own chief medical officer (CMO) who states the average life expectancy for your general condition is about 24 months. They also point out that you are one month away from an 18-month exclusion period at the end of your life policy, during which time you cannot claim for terminal illness. Your policy also expires in 19 months. After that time, you or your dependants will receive nothing to pay off your £175k mortgage as intended.

You will still be terminally ill, and have more distress than this product was supposed to protect you from. If you were in this terrible situation, what would you do?

You want to be with your loved ones as long as possible. On the other hand, you cannot help but consider, that if you did die before the policy end, your loved ones would still be financially looked after.

Suicide, or rejecting treatment becomes a real consideration.

Contrary to what most people believe, death by suicide is rarely excluded from policies other than in the first 12 months.

The tragic result; terminally ill claimants, have or will, consider declining treatment or suicide, in order to achieve a '*peace of mind*' pay-out before the policy ends.

The FCA and Insurers have known about this problem at least as far back as 2014, when it was first highlighted on BBC Watchdog (Series 34 Ep2). Yet they have done little or nothing about it. Intentional or not, the design of this £Billion insurance product appears to breach Article 3 and 14 of the Human Rights Act 1998. It does this by using its QTI list to knowingly discriminate between types of terminal illness. It consciously maintains a contract and claims structure that may force declined claimants to consider suicide.

Under current UK law, non-public organisations such as Insurance Companies are not directly bound by The Human Rights Act 1998, however the Financial Conduct Authority (FCA) which regulates the Activities of the Insurance Industry, are.

In August 2020 our campaign submitted a report '<u>Terminal Illness is</u> <u>Pain Enough</u>' to the APPG TI and the Rt Hon Mel Stride MP, chair of the Treasury Executive Committee. The Rt Hon Rishi Sunak, Chancellor of the Exchequer shared that report with the FCA on the 3rd September 2021.

Unfortunately, that report failed to recognise Human Rights breaches. The author apologises for this, which was due in part to his own terminal illness and proximity to the problem. This report is therefore intended to bring the potential consumer and human rights breaches together for consideration and action.

Finally, If you still have any doubts about the mercenary nature of terminal illness insurance refusals, look at the case study next in this report.

Stevens Story

Steven Lowe had terminal bowel cancer which had spread to his liver. He was first diagnosed in August 2019 and advised that it was likely he had less than 12 months to live.

"Of course, my wife Mandy and I were devastated by the news, who wouldn't be? We were looking forward to enjoying my retirement in a couple of years and had planned our finances carefully in order to do so"

Steven's daughter, Rebecca, takes up the story. "My parents were prudent, and they always thought of 'what if' this is why they took out life insurance. They paid the premiums in good faith for 14 years; this was in case the unthinkable happened."

"The unthinkable did happen and that security blanket that they invested in has been cruelly whipped away from them."

"Mum and Dad were in quite a distressed state in the days following his diagnosis, so I tried to help out by dealing with some of the paperwork on their behalf. It turned out that he had faithfully been paying for two life insurance policies since 2006. One with Aviva Life the other with Legal and General. Both were for a substantial sum of £175,000.

I noticed that the Legal and General policy was nearing an 'exclusion period' so made very sure the clinical details of Dad's diagnosis were given to both Insurers before that time."

Steven adds "It was some comfort when, a couple of weeks later, Aviva Life paid out on our claim. Although we had received nothing from Legal and General at this time, we didn't consider there would be any problems." After some months Legal and General confirmed that they were not able to pay Mr Lowe's terminal illness benefit because he was now in the 18 month exclusion period at the end of his policy and because his oncologist had quoted the **average** life expectancy for his condition as 24 months, if further treatment was successful.

This completely ignored the hands-on surgical diagnosis from his specialist surgeon and meant that if he survived beyond the policy end, he would receive nothing.

I spoke to Steven at this time, and he was doing his best to keep things normal but at the same time he was obviously very distressed. He was grateful that Aviva had paid out. "One worry out the way" as he put it, but he was very concerned that his wife would have little income and have to continue working during the rest of his illness, and beyond. He was very worried about how she would cope and depressed that they would have much less quality time together.

During our occasional chats, Steven also told me that he realised that Legal and General would pay if he died before the policy end.

We had a discussion which will remain private, but culminated in me asking him if he was feeling suicidal.

He confirmed that he was, but that every day he lived with his wife and family was precious and at that time it was all that was stopping him from carrying out his thoughts.

Steven bravely lived every day to his best ability. Sadly, he died from his illness on the 21st October 2021, outside the policy end date and never financially in a position to do any of those special things he had planned to do in retirement with his wife Mandy.

I thank him personally as his attitude gave me not just the confidence to continue fighting my own terminal illness but also the inspiration to make sure that future claimants are not hurt in the same way.

I can do no better than end this case study with the very sad and moving words of Stevens daughter Rebecca; appealing to Legal and General to reconsider before his policy ended.

'As an insurer you have been informed that Dad is Stage 4 and will not survive longer than 12 months, you were informed that he was Stage 4 in September 2019 that is 19 months prior to the policy expiration date. Dad has done everything he could possibly do to extend his life; motivated solely on the fact that he does not want to leave his wife and best friend of 38 years alone.

You have decided that Dad and Mum are not going to receive these life-changing funds.

If you were in Dad's shoes and knew you had less than 12 months of life left. If you were riddled with guilt and staying awake at night with worry about leaving your partner of 38 years alone struggling to make ends meet.

If you knew that if you died before April 2021 then your wife would be financially secure but if you lived longer then she would be grieving and struggling for money. What would you do? You would do the logical thing and cut your life short. I believe that your strict rules and sticking to the wording of your policy without looking at the bigger picture and what is morally right is basically enticing suicide.

If this is what Dad decides to do then you will not only have to pay out, as Dad's death would be in terms of your policy as he was not suicidal when the policy was undertaken, but you will be dragged through the media for your callous decision making. Nobody on this planet will decide what you are doing is correct.

Due to the nature of this claim, time is a resource that we don't have. I urge you to reassess this claim and pay it immediately to my mother and father in good faith, like they paid the premiums for the last 14 years in good faith, on time without missing a payment! This will allow mum and dad to enjoy their final months.

Rebecca Wilkinson-Lowe

Scope & Reporting

This report has been produced with the intention of raising awareness, investigation and resolution of potential human rights and consumer law issues surrounding the marketing of terminal illness insurance in the UK. In particular for the period since the Human Rights Act 1998 came into force.

The report relates, only to 'terminal illness benefits' as supplied within a life Insurance Policy.

The Author published his first report '<u>Terminal Illness is Pain Enough</u>' in August 2020, at which time the human rights issues were not clearly identified. This latest report has been updated to include those issues. And is supplied as an individual contribution to the work of the APPG TI and HM Treasury and the FCA.

The report has been compiled by Peter Bull; a terminally ill survivor who has been adversely affected by these issues. Peter started a national campaign (TI Campaign) to raise awareness. He has sought to base the report on independent third-party quality verifiable information wherever possible.

The key responder in the first instance is the Equality Advisory Support Service.

Stakeholders include: Equality and Human Rights Commission, Financial Conduct Authority, HM Treasury, All-Party Parliamentary Group for Terminal Illness, Financial Ombudsman Service, Association of British Insurers, Samaritans, Macmillan Cancer Support, Cancer Research, Marie Curie, British Medical Association.

All have received a copy of this report and have been asked for initial comment.

If you are a stakeholder and wish to make **initial comment** for discussion, please do so by emailing your copy to the Equality Advisory Support Service quoting the reference number 220120-000021 by cob 28 February 2022

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Terminal Illness Policies

We were able to identify 21 UK insurance companies in 2018 (Statista) who were marketing policies with the 'typical' contract terms we describe below.

The same data set indicated more than 10.4 million live policies within this subgroup. The Association of British Insurers has reported that the 'life insurance with terminal illness cover' sector has grown year on year since then.

It is worth noting that life policies can typically last for long terms up to 40 years.

Typical Terms

There is some variation of terms between Insurance Companies, however the terms relating to terminal illness cover; all have the following common factors.

They require the policy holder to have been 'diagnosed with a terminal illness' with the effect that 'it is likely that death will occur within 12 months'. The policy holder is also excluded from claiming for 'terminal illness' within the last 12 or 18, months of the policy.

In the event of a disagreement between the opinions of the customers clinician and that of the insurance company then the Insurers Chief Medical Officer (CMO) has the final decision.

Marketing

Terminal Illness Insurance is usually sold as a benefit within a life policy. It should not be confused with critical illness benefit.

Insurers have described TI benefit as a 'free' add on. In some cases, trying to dictate what a TI payment should be used for. I include this example from Aviva and will let the reader make up their own mind what this, and the linked full page, says about their understanding of terminal illness emotional needs.

'We might decline a claim for this reason if, for example, a customer received a terminal diagnosis but was given longer than 12 months to live. In this case, they might claim with the intention of using the terminal illness benefit to help them with treatment, rather than the purpose it was designed for – which is to help them get their financial affairs in order when their life expectancy is less than 12 months.'

Policies are commonly advertised using the more favourable rejection rate of life policies, rather than the terminal illness rate which is inevitably higher due to the need to prove death within 12 months. If potential clients see a very small percentage of claim rejections, they are also less likely to perceive any problem with the 'likely to die within 12 months' requirement.

Marketing Cont'

Pre purchase terms supplied to the customer do clearly indicate that a claimant is required to demonstrate a 'terminal illness diagnosis' and a clinical judgement that life expectancy is less than 12 months. The role of the insurers CMO and the claim exclusion periods are also clearly defined.

In all cases there was no reference to which terminal illnesses could achieve a successful claim. Nor was there any reference or guidance regarding the well documented clinical difficulties of obtaining a '12months to live' prognosis. (APPG TI Report 6 Months to live and SCOR Global)

The Claim Process

Terminal Illness claimants are encouraged by their insurers to be assessed at the outset over the phone.

At this stage, the insurance assessor is guided primarily by the QTI list and their own judgement. Significantly, at this stage, the assessor is unlikely to have had sight of detailed clinical notes and is unlikely to be sufficiently clinically qualified to understand the significance of any critical complications.

If the claimant's terminal illness does not 'qualify' against the insurers QTI list, or the claimant's clinician is unable to be certain of death within 12 months, the claimant is **invited to defer their claim until the condition worsens.** This may sound helpful, but if the claimant is nearing the exclusion period at the end of their policy, they are also reminded that once they enter that period, they will only receive benefit if they die within the remaining policy term.

During the two telephone claims that we have been able to capture, there was no recognition by the assessor that this situation may place the claimant in a suicidal position.

It is important to note that a claimant who is persuaded to defer in this way is not recorded as a declined terminal illness claim.

The big question is how many have been deferred? This needs to be answered as it is core to discovering the true number of TI claimants who have potentially been exposed to discrimination and a suicidal environment.

Statistics

We mention statistics because Insurance companies use them to show customers how likely they are to be paid if something goes wrong.

The Association of British Insurers (ABI) is the central repository for UK insurance statistics, they are mostly funded by revenue from Insurers and the sale of their industries statistics.

Our evidence shows that in 2016 the Association of British Insurers (ABI) was reporting that 7% of terminal illness claims were being rejected. (SCOR Global)

However, the latest published figures for the three leading UK life Insurance Companies (Aviva, L&G and AXA GB) suggest an average rejection rate for life and terminal illness policies of circa 2%.

The true % of terminal illness claims rejected will always be considerably more than that of life claims simply because it is harder to prove death within 12 months. So why are insurers showing TI claim refusals as just a fraction of the overall life rejection rate?

If insurers are indeed quoting a less than 2% average for terminal illness claim rejections. The reader has to consider: **did insurers bring the rejection rate down dramatically from 7% or is the true number declined being hidden?** For example, at the time of writing, Aviva Life UK advertise the following statistics on their website:

Life insurance

In 2020 we:

- Paid 99.3% of claims
- Gave out more than £682.2 million
- Settled 42,057 life and terminal illness claims

If they paid 99.3% of claims, then the remainder, 0.7% of claims, 294 people were declined. AQs already said, the majority of these will have been terminal illness claimants simply because it is much harder to dispute a death claim than that of terminal illness.

However, for the sake of this example we will give the benefit of the doubt to Aviva and say that only 50% were terminal illness claims.

This equates to 147 terminal illness claims declined. Bad enough, but now consider that the 0.7% declination rate is only one tenth of that stated by the Association of British Insurers in 2016. If the true figure is indeed 7% then the figure declined jumps to 1470 in one year, just for one company. The ABI's statistics of 2016 were only available at cost to the insurance industry. In this case acquired by leading advisor to the Insurance Industry, SCOR Global who report the statistic on slide 3 of their report, to the UK Institute and Faculty of Actuaries.

The SCOR presentation is thus compiled by credible insurance experts and presented to the 'leading lights' of our UK insurance industry. The Institute and Faculty of Actuaries.

It examines the suitability of the current structure and management of terminal illness insurance policies and in particular it shows that the Insurance Industry was very aware of the difficulties of obtaining a 12 months to live diagnosis. Describing it within the presentation as a 'virtually impossible task' for clinicians.

We believe it is key to understanding the Insurance Industries mindset and corporate risk culture with regard to such policies. Whilst we are unable to publish the actual presentation in this report due to copyright restrictions, we do consider the information therein to be very much in the public interest.

We have therefore supplied a link to the presentation above. Should this be compromised, the author can supply copy on request.

The presentation looks at all aspects of the product except one very notable omission. It completely fails to recognise due diligence with regard to the human rights of declined terminally ill claimants.

Consumer Law

The Unfair terms In Consumer Contracts Regulations 1999

Schedule 2: Indicative and nonexhaustive list of terms which may be regarded as unfair.

'Terms which have the object or effect of – irrevocably binding the consumer to terms with which he had no real opportunity of becoming acquainted before the conclusion of the contract'.

Conflict:

The average policy purchaser will not have understood or have been supplied with an explanation of the difficulty of meeting the insurers terms re expected survival period.

Consumer Rights Act 2015

Part 2, 62, 4: A term is unfair if, contrary to the requirement of good faith, it causes a significant imbalance in the parties' rights and obligations under the contract to the detriment of the consumer.

Conflict:

The claimant's clinical evidence can be contractually overridden by the insurers own Chief Medical Officer who is paid by the Insurer and thus potentially biased.

Part 2, 63, 6 : A term of a consumer contract must be regarded as unfair if it has the effect that the consumer bears the burden of proof with respect to compliance by a distant supplier or an intermediary with an obligation under any enactment or rule implementing the distance marketing directive.

Conflict:

The claimant has the overwhelming burden of obtaining proof that death will occur within a timescale from a third-party clinician who will often be unable or reluctant to commit. A task deemed 'virtually impossible' by clinical experts and the insurance industry itself.

Human Rights Act 1998

Schedule 1

DISCRIMINATION BETWEEN TYPES OF TERMINAL ILLNESS.

Article 14, Prohibition of discrimination.

The enjoyment of the rights and freedoms set forth in this Convention shall be secured without discrimination on any ground such as sex, race, colour, language, religion, political or other opinion, national or social origin, association with a national minority, property, birth or other status. (Citing Judicial Review McAlinden McA11286, Sections 57 and 73)

Conflict:

- Insurers initially decline claims using their own list of qualifying terminal illnesses (QTI) not available to the policy holder.
- Claimants are declined based on their estimated survival period, not whether they are terminally ill.
- Genuinely terminally ill claimants are being declined because they do not have the 'right type' of terminal illness as prescribed by the insurers QTI list.

SEVERE MENTAL DISTRESS

Article 3, prohibition of torture,

No one shall be subjected to torture or to inhuman or degrading treatment or punishment.

- Terminal Illness Policy design and management, forces declined claimants to consider suicide, or to refuse treatment as a solution for achieving payment and peace of mind before a policy end or exclusion date.
- The life expectancy of terminally ill claimants may be reduced by the effect of unnecessary or severe stress.
- Claimants' quality of life is adversely affected at the worst possible time.

Note:

Insurers and the FCA have known of this issue since at least 2014. They are therefore consciously negligent in protecting their customers.

Customer Adjudication Path

FINANCIAL OMBUDSMAN SERVICE (FOS)

Is the first point of call for terminally ill declined claimants who have had a final refusal from their insurers.

The Ombudsman will adjudicate on whether contractual requirements have been met by either customer or seller, but has stated that 'it is not its role to comment on whether an insurance contract definition is unfair or inappropriate' 'It is the role of the FCA to police such matters'

There is a formal 'Memorandum of understanding' between the FCA and FOS, in which the FCA defines the scope of the FOS's ability to challenge contract structure, suitability or legality.

It is therefore of serious consideration that the FOS has never found in favour of a customer asking for adjudication arising from or around the insurers 'virtually impossible' contractual requirement to prove death will occur within a set period.

This premiss is entirely borne out by the FOS own public data base of cases.

FINANCIAL CONDUCT AUTHORITY (FCA)

It is the Chartered responsibility of the FCA to regulate the UK insurance industry and ensure that it markets its products and conducts its business in a fair, ethical, and legal manner.

It is also the responsibility of the FCA to regulate the decisions made by the FOS so that they align with their own regulatory and legal requirements for the Insurance Industry.

The 'memorandum of understanding' provides for feedback on 'trending' cases received by the FOS presumably so that regulation may be considered or adjusted so that it remains appropriate.

It is therefore of great concern that such a large gap seems to have arisen between the basic requirements of consumer and human rights law and the terminal illness insurance products as discussed in this report.

Key Questions

- Are the FCA and Insurers aware that the structure of their terminal illness benefit policies and the associated claims strategy can promote suicide?
- 2. Are the FCA and Insurers aware that the structure of their terminal illness benefit policies and the associated claims strategy may discriminate between types of terminal illness?
- 3. Are the FCA and Insurers aware that the structure of their terminal illness benefit policies and the associated claims strategy may breach the Unfair terms In Consumer Contracts Regulations 1999 or the Consumer right act 2015?
- 4. Due diligence was mandatory for all public bodies when the Human Rights Act 1998 was introduced. Was due diligence conducted by the FCA or their predecessors with regard to the requirements of the Human Rights Act 1998 on 'Life with terminal illness benefit' policies?
- Since 1998, what is the true number of policy holders who have been declined a claim for terminal illness benefit? This should include those who have chosen to defer their claim at any stage.

References

Where possible, direct internet links to evidence have been supplied throughout the report.

A summary of 2018 Statista Data appears on the next page.

Report 'Six Months to Live'

All Party Parliamentary Group for Terminal Illness

Report 'Terminal Illness is Pain Enough' Terminal Illness Campaign

McA11286

McAlinden Judicial Review re Human Rights issues.

2017 Report

Aviva Life UK

All Insurance companies on Statista list

Association of British Insurers

Equality & Equality & Human Rights Commission

Financial Conduct Authority

Financial Ombudsman Service

Statista 2018

Company	Life Policies X 1000	TI Available	Policies with TI x 1000
Aviva	2641	Yes	2641
Legal & General	2191	Yes	2191
AXA GB	893		
LV	726	Yes	726
Scottish Widows	726	Yes	726
Royal London	725	Yes	725
Sun Life	677		
Prudential	486	Yes	486
Zurich	399	Yes	399
Standard Life	335	Yes	335
Friends Provident	289	Yes	289
Barclays Insurance	234	Yes	234
Lloyds Bank	206	Yes	206
Vitality Life	206	Yes	206
Scottish Equitable	206	Yes	206
Allianz	204	Yes	204
Abbey Life	191	Yes	191
HSBC	174	Yes	174
CIS	170	Yes	170
Nationwide	154	Yes	154
Santander	115	Yes	115
TSB	59.7	Yes	59.7
Saga	42.3	Yes	42.3
RIAS	38.2		
More Than	29.8		
Other/Building	219	Some	
Society			
Supermarkets	74.5	Some	
Others	2809	Some	
Total life policies UK 2018	15,220,500		
Total TI Policies UK 2018			10,480,000

Contact & HELP!

If you are disturbed by or have experienced any of the issues raised in this report, and you wish to talk to someone about it, please see the contact details below.

