



ABI GUIDE TO MINIMUM STANDARDS FOR CRITICAL ILLNESS COVER

16 September 2022¹

¹ Updated April 2023 to clarify the Myocardial Injury exclusion and the classification systems used for Gastrointestinal Stromal Tumours.



INTRODUCTION

What is Critical Illness Insurance?

Critical illness insurance provides for payment to be made to a policyholder if they are diagnosed with one of the conditions that is specified in their policy. A claim payment under critical illness cover is triggered upon the insured person meeting the definition of one of the specified conditions within the policy.

The three core conditions covered by all critical illness insurance policies are cancer, heart attack and stroke, and they must be covered to at least the standard model wordings set out in this Guide. In addition to these core conditions, critical illness policies can cover a wide variety of other conditions, or just a few. The terms and cost of a policy will reflect, among other things, the breadth of conditions covered.

Why do we need Minimum Standards for Critical Illness Insurance?

A person considering critical illness cover will need to know what conditions will trigger a pay out and to compare different products to ensure they get the cover which meets their needs.

Separately to this document, there are strict regulatory rules requiring providers of critical illness insurance to make clear which conditions they cover and in what circumstances. This involves the use of some unavoidable medical concepts and language.

There will inevitably be a small number of cases where a customer makes a claim for a condition which falls outside the scope of their cover. However, insurers have regulatory obligations to ensure that they treat customers fairly and that their products are clear, fair and not misleading. Together with the minimum standards set out in this Guide, this should ensure that people's reasonable expectations of their critical illness insurance are met. The ABI's statistics show that over 91% of critical illness insurance claims were paid in 2021 across the market.

In 1998, the Office of Fair Trading looked at whether the market for critical illness insurance was working well and concluded that at that time, the variety of technical definitions in different critical illness products was confusing and made it difficult for people to compare policies. They therefore recommended the creation of standard core elements of critical illness insurance and greater standardisation of definitions. It is for that reason that the ABI and its members developed a Statement of Best Practice for Critical Illness Cover in 1999. This document is reviewed periodically and was renamed the ABI Guide to Minimum Standards for Critical Illness Cover in the 2018 review.

The ABI Guide to Minimum Standards provides that, to be called "critical illness" insurance, policies must include cover for cancer, heart attack and stroke according to specified minimum definitions of those conditions. It also sets out minimum definitions for other conditions which insurers may or may not offer so that there is a degree of comparability and consistency and to ensure that the cover for all these conditions meets certain minimum standards. From time to time, the definitions within this Guide need to be updated in line with medical advancements.

For more information on the history of the Guide please refer to Annex A.



Implementation of this Guide

Insurers providing critical illness insurance should adopt the changes introduced in this Guide as soon as practical but must do so by no later than 16 September 2023.



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Chapter 1

APPLICATION OF THE GUIDE

1.1 What does this Guide aim to achieve?

1.1.1 The ABI Guide to Minimum Standards for Critical Illness Cover aims to help consumers and their advisers by assisting them to understand and compare critical illness policies through:

- Setting out a minimum definition of each of the three core conditions that must be included for a product to be described as “critical illness” insurance. These are cancer, heart attack and stroke, as defined in Chapter 3, and are the most common critical illnesses, accounting for 80% of claims against critical illness cover.
- Providing minimum definitions for further conditions which may be included in critical illness cover in addition to the core three conditions. Cover for those other conditions must at least meet the standard of the definition in this Guide.
- Providing standard definitions for common exclusions so that, when they are included in critical illness policies, they must adopt the form specified in this Guide.

1.1.2 The definitions in this Guide aim to be as clear as possible in differentiating between what is, and is not, covered in order to:

- Create clear expectations of the scope and limitations of critical illness cover and avoid customer disappointment.
- Allow valid claims to be paid promptly.
- Minimise the number of disputed claims.

1.1.3 This Guide supplements and is not to be read as conflicting in any way with any legal or regulatory requirements regarding the provision of critical illness insurance. In the event of a conflict, the relevant legal or regulatory requirement takes precedence.

1.2 To what type of insurance does this Guide apply?

1.2.1 This Guide applies to critical illness insurance, meaning insurance cover that pays out a specified sum when the policyholder or other insured person is diagnosed with a serious illness of a specified kind. This Guide means that insurance offered by ABI members can only be described as “critical illness” insurance if it covers the three conditions set out in Chapter 3 as defined in this Guide or better.

1.2.2 Save for the three core conditions set out in Chapter 3, insurers offering critical illness cover are not required to include any of the conditions covered in Chapter 4 or the exclusions set out in Chapter 5. They may include other conditions or exclusions not included in this Guide.

1.2.3 While insurers are free to decide on the conditions and exclusions for their critical illness products, where they are including conditions or exclusions covered in this Guide, they must adopt the definitions set out here. Where they are improving on the minimum standard of cover envisaged by those model wordings, the difference must be made clear.

1.2.4 Critical illness cover is sometimes a benefit added to another insurance product. This Guide applies to the critical illness element of all individual long-term products featuring critical illness cover. This includes (but is not limited to) the following product types where critical illness cover is included as a standard feature or as an optional benefit:

- Whole of Life
- Term Assurance

1.2.3 This Guide also applies to group critical illness cover.

1.3 Who is required to comply with this Guide?

1.3.1 Complying with this Guide, by offering cover no less generous than the minimum standards set out in it, is a condition of membership of the Association of British Insurers (ABI) for those ABI member firms who offer critical illness insurance. A list of ABI members can be found [here](#).

1.3.2 While the definitions included in this Guide are the minimum standards of cover, this Guide does not mandate firms to apply the exclusions detailed in the definitions. Should a firm wish to apply exclusions to the coverage of conditions in this Guide, the proposed wording should be used for clarity and ease of comparison for consumers.

1.3.3 The ABI is the voice of the UK's world-leading insurance and long-term savings industry. Our sector provides an essential safety net to businesses and families across the UK, giving them the security they need to make long-term decisions, plan for the future and protect their homes and livelihoods.

1.3.4 While a small number of firms who offer critical illness insurance are not members of the ABI and cannot therefore be required to adopt these minimum definitions, most do. Regulators and the Financial Ombudsman Service are likely to have regard to this Guide as representing the requirements of good industry practice.

1.4 When does this Guide apply?

1.4.1 This Guide replaced the 2018 version of the Minimum Standards for Critical Illness Insurance Cover and comes into effect when published on the ABI website. Where there are changes, ABI members are encouraged to implement any changes to their products as soon as possible but, in any event, they should be made by 16 September 2023.

1.4.2 The provisions in this Guide apply to new policies effected on or after the implementation date adopted by the insurer, which will be no later than by 16 September 2023. Subject to any intermediate review, a full review of this Guide will next take place in accordance with the process set out in Chapter 7.

Chapter 2

GENERAL REQUIREMENTS REGARDING CRITICAL ILLNESS COVER

2.1 General requirements and approach to the definitions

2.1.1 While critical illness insurance necessarily includes some medical technical language, "Plain English" should always be used in product information to aid consumer understanding.

2.1.2 Definitions of conditions and exclusions set out in this Guide are referred to as "model wordings".

Where insurers are offering cover that includes a condition or exclusion which is the subject of a model wording in this Guide, they must use that model wording and cannot amend that wording to provide cover which is less generous. Where an insurer amends a model wording in order to increase cover, such amendments should be as clear as possible in differentiating between what is, and is not, covered.

2.1.3 Insurers will be deemed to be using the model wording for a condition or exclusion where it is modified to provide at least equivalent cover in the following ways:

- By using the model wording and showing separately the additional cover offered.
- By omitting a specific limitation or exclusion contained within the model wording while leaving the remaining words unchanged. For example, this could be by omitting the words "off-piste skiing" from the Hazardous Sports and Pastimes exclusion in order to cover incidents that would otherwise be excluded.
- By using or omitting specified optional age limits.

2.1.4 If an insurer claims their definition exceeds the model wording then the definition must provide additional cover **and** result in additional claims being paid by the policy as a whole.

2.1.5 The headings set out in the model wordings form part of the model wordings and should be included in the policy.

2.1.6 Insurers should state in their product information that their critical illness cover complies with this ABI Guide to Minimum Standards for Critical Illness Cover.

Chapter 3

DEFINITIONS OF THE THREE CORE CONDITIONS OF CRITICAL ILLNESS COVER: CANCER, HEART ATTACK AND STROKE

3.1 General

- 3.1.1 This chapter sets out the required minimum definitions of the three core conditions that must be included for insurance to be described as “critical illness insurance” or “critical illness cover”.
- 3.1.2 The general requirements set out in chapter 2 apply to the model wordings for the three core conditions contained in this chapter.
- 3.1.3 For each condition in this chapter a heading, an extended heading (where applicable) and a definition are given. The headings form part of the model wordings and must be included in full.
- 3.1.4 According to the ABI’s statistics, claims for these conditions amounted to over 80% of all critical illness claims in 2016.

3.2 Model wordings for three core conditions required for critical illness cover

3.2.1 “Cancer – excluding less advanced cases

Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue.

The term malignant tumour includes leukaemia, sarcoma, and lymphoma except those that arise from or are confined to the skin (including cutaneous lymphomas and sarcomas).

For this definition of cancer, the following are not covered:

- All cancers which are histologically classified as any of the following:
 - pre-malignant;
 - cancer in situ;
 - having borderline malignancy; or
 - having low malignant potential;
- All tumours of the prostate unless histologically classified as having a Gleason score of 7 or above or having progressed to at least TNM classification cT2bN0M0 or pT2N0M0 following prostatectomy (removal of the prostate).
- All urothelial tumours unless histologically classified as having progressed to at least TNM classification T1N0M0.
- Malignant melanoma skin cancers that are confined to the epidermis (outer layer of skin).
- All cancers (other than malignant melanoma) that arise from or are confined to one or more of the epidermal, dermal, and subcutaneous tissue layers of the skin (including cutaneous lymphomas and sarcomas).

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- All thyroid tumours unless histologically classified as having progressed to at least TNM classification T2N0M0.
- Neuroendocrine tumours without lymph node involvement or distant metastases unless classified as WHO Grade 2 or above.
- Gastrointestinal stromal tumours without lymph node involvement or distant metastases unless classified by either AFIP/Miettinen and Lasota as having a moderate or high risk of progression, or as UICC/TNM8 stage II or above.”

3.2.2 “Heart attack – of specified severity

A definite diagnosis of acute myocardial infarction with death of heart muscle as evidenced by all of the following:

- Typical clinical symptoms (for example, characteristic chest pain).
- New characteristic electrocardiographic changes or new diagnostic imaging changes.
- The characteristic rise of cardiac enzymes or Troponins recorded at the following levels or higher:
 - Troponin T > 200 ng/L (0.2 ng/ml or 0.2 ug/L)
 - Troponin I > 500 ng/L (0.5 ng/ml or 0.5 ug/L)

The evidence must show a definite acute myocardial infarction.

For the above definition, the following are not covered:

- Myocardial injury without myocardial infarction.”
- Angina without myocardial infarction.”

3.2.3 “Stroke – resulting in permanent symptoms

Death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following are not covered:

- Transient ischaemic attack.
- Traumatic injury to brain tissue or blood vessels.
- Death of tissue of the optic nerve or retina / eye stroke.”

Chapter 4

DEFINITIONS OF FURTHER CONDITIONS THAT MAY BE OFFERED AS PART OF CRITICAL ILLNESS COVER

4.1 General

- 4.1.1 This chapter sets out the required minimum definitions of further conditions that may or may not be included in critical illness cover.
- 4.1.2 This Guide does not require insurers to include or omit any particular conditions in the critical illness cover they offer, save for those set out in chapter 3. Insurers may incorporate some, all or none of the conditions included or other conditions that are not provided for in this chapter.
- 4.1.3 Insurers are free to omit any of the model wordings for conditions contained in this chapter but where they include a condition which is covered by a model wording here, they must use that model wording.
- 4.1.5 The general requirements set out in chapter 2 apply to the model wordings for the conditions contained in this chapter.
- 4.1.6 The conditions for which model wordings have been provided in this chapter have been included on the basis that they are common in critical illness cover available at the most recent full review of this Guide.
- 4.1.7 For each condition in this chapter a heading, an extended heading (where applicable) and a definition are given. The headings form part of the model wordings and must be included in full.

4.2 Model wordings for further conditions that may be included in critical illness cover

4.2.1 “Aorta graft surgery – *for disease*”

The undergoing of surgery for disease to the aorta with excision and surgical replacement of a portion of the diseased aorta with a graft.

The term aorta includes the thoracic and abdominal aorta but not its branches.

For the above definition, the following are not covered:

- Any other surgical procedure, for example the insertion of stents or endovascular repair.
- Surgery following traumatic injury to the aorta.”

4.2.2 “**Benign brain tumour** – *resulting in permanent symptoms*”

A non-malignant tumour or cyst originating from the brain, cranial nerves or meninges within the skull, resulting in permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following are not covered:

- Tumours in the pituitary gland.
- Tumours originating from bone tissue.
- Angioma and cholesteatoma.”

4.2.3 “**Blindness** – *permanent and irreversible*”

Permanent and irreversible loss of sight to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in the better eye using a Snellen eye chart.”

4.2.4 “**Coma** – *with associated permanent symptoms*”

A state of unconsciousness with no reaction to external stimuli or internal needs which:

- requires the use of life support systems for a continuous period of at least 96 hours; and
- with associated permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following are not covered:

- Medically induced coma.
- Coma secondary to alcohol or drug abuse.”

4.2.5 “**Coronary artery by-pass grafts** – *with surgery to divide the breastbone*”

The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a Consultant Cardiologist to correct narrowing or blockage of one or more coronary arteries with by-pass grafts.”

4.2.6 “**Deafness** – *permanent and irreversible*”

Permanent and irreversible loss of hearing to the extent that the loss is greater than 95 decibels across all frequencies in the better ear using a pure tone audiogram.”

4.2.7 **Dementia including Alzheimer’s disease [before age x] of specified severity**

A definite diagnosis of Dementia, including Alzheimer’s disease, [before age x] by a Consultant Geriatrician, Neurologist, Neuropsychologist or Psychiatrist supported by evidence including neuropsychometric testing.

There must be permanent cognitive dysfunction with progressive deterioration in the ability to do all of the following:

- remember



- reason and
- perceive, understand, express and give effect to ideas

For the above definition, the following are not covered:

- Mild cognitive Impairment (MCI)”

4.2.8 “**Heart valve replacement or repair** – *with surgery to divide the breastbone*

The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a Consultant Cardiologist to replace or repair one or more heart valves.”

4.2.9 “**Kidney failure** – *requiring permanent dialysis*

Chronic and end stage failure of both kidneys to function, as a result of which regular dialysis is permanently required.”

4.2.10 “**Loss of speech** – *total permanent and irreversible*

Total permanent and irreversible loss of the ability to speak as a result of physical injury or disease.”

4.2.11 “**Loss of hand or foot** – *permanent physical severance*

Permanent physical severance of a hand or foot at or above the wrist or ankle joint.”

4.2.12 “**Major organ transplant** – *from another donor*

The undergoing as a recipient of a transplant from another person, of bone marrow or of a complete heart, kidney, liver, lung, or pancreas, or inclusion on an official UK waiting list for such a procedure.

For the above definition, the following is not covered:

- Transplant of any other organs, parts of organs, tissues or cells.”

4.2.13 “**Motor neurone disease [before age x]** – *resulting in permanent symptoms*

A definite diagnosis of one of the following motor neurone diseases [before age x] by a Consultant Neurologist:

- Amyotrophic lateral sclerosis (ALS)
- Primary lateral sclerosis (PLS)
- Progressive bulbar palsy (PBP)
- Progressive muscular atrophy (PMA)

There must also be permanent clinical impairment of motor function.”

4.2.14 “**Multiple sclerosis** – *with persisting symptoms*

A definite diagnosis of Multiple Sclerosis by a Consultant Neurologist. There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.”

4.2.15 “**Paralysis of limb** – *total and irreversible*

Total and irreversible loss of muscle function to the whole of any limb.”

4.2.16 “**Parkinson’s disease [before age x]** – *resulting in permanent symptoms*

A definite diagnosis of Parkinson’s disease [before age x] by a Consultant Neurologist or Consultant Geriatrician.

There must be permanent clinical impairment of motor function with associated tremor and muscle rigidity.

For the above definition, the following are not covered:

- Parkinsonian syndromes/Parkinsonism.”

4.2.17 “**Third degree burns** – *covering 20% of the body’s surface*

Burns that involve damage or destruction of the skin to its full depth through to the underlying tissue and covering at least 20% of the body’s surface area.”

4.2.18 “Total permanent disability”

This Guide identifies below four acceptable model wordings to define “total permanent disability”. Insurers may use any one or more of these model wordings subject to the requirements contained in this part of the Guide.

Where insurers offer only one definition of total permanent disability, or where referring to a specific total permanent disability model wording, insurers should use the full heading of the model wording concerned as set out below.

Where insurers are referring to total permanent disability in circumstances where more than one model wording may apply, insurers should use the following general heading:

Total permanent disability – of specified severity

In this section, the generic terms set out in this section may be varied as follows:

- Age limits – Age limits are optional but if an age limit is included in the definition, it should be included in the heading. The use of [] means that the model wording shown may be varied either by omitting age limits or by inserting an age limit at the insurer’s option.
- For the total permanent disability model wordings below based on occupation, the words “material and substantial” may be replaced by “essential” at the insurer’s option.

Where an insurer uses a model wording for total permanent disability that relies on the occupation of the person insured, the insurer must clearly set out whether, when and how they require any changes of occupation to be notified and whether and how this might affect the cover provided.

The options of model wording to define total permanent disability are as follows:

“Option 1

Total permanent disability – unable [before age x] to do your own occupation ever again

Loss of the physical or mental ability through an illness or injury [before age x] to the extent that the insured person is unable to do the [material and substantial]* duties of their own occupation ever again. The [material and substantial]* duties are those that are normally required for, and/or form a significant and integral part of, the performance of the person’s own occupation that cannot reasonably be omitted or modified.

Own occupation means your trade, profession or type of work you do for profit or pay. It is not a specific job with any particular employer and is irrespective of location and availability.

The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the insured person expects to retire.

For the above definition, disabilities for which the relevant specialists cannot give a clear prognosis are not covered.”

Option 2

“Total permanent disability – unable [before age x] to do a suited occupation ever again

Loss of the physical or mental ability through an illness or injury [before age x] to the extent that the insured person is unable to do the [material and substantial]* duties of a suited occupation ever again. The [material and substantial]* duties are those that are normally required for, and/or form a significant and integral part of, the performance of a suited occupation that cannot reasonably be omitted or modified.

A suited occupation means any work the insured person could do for profit or pay taking into account their employment history, knowledge, transferable skills, training, education and experience, and is irrespective of location and availability.

The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the insured person expects to retire.

For the above definition, disabilities for which the relevant specialists cannot give a clear prognosis are not covered.”

Option 3

“Total permanent disability – unable [before age x] to do specified work tasks ever again

Loss of the physical ability through an illness or injury [before age x] to do at least 3 of the 6 work tasks listed below ever again.

The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the insured person expects to retire.

The insured person must need the help or supervision of another person and be unable to perform the task on their own, even with the use of special equipment routinely available to help and having taken any appropriate prescribed medication.

The work tasks are:

- **Walking** – the ability to walk more than 200 metres on a level surface.
- **Climbing** – the ability to climb up a flight of 12 stairs and down again, using the handrail if needed.
- **Lifting** – the ability to pick up an object weighing 2kg at table height and hold for 60 seconds before replacing the object on the table.
- **Bending** – the ability to bend or kneel to touch the floor and straighten up again.
- **Getting in and out of a car** – the ability to get into a standard saloon car, and out again.
- **Writing** – the manual dexterity to write legibly using a pen or pencil, or type using a desktop personal computer keyboard.”

For the above definition, disabilities for which the relevant specialists cannot give a clear prognosis are not covered.

Option 4

“Total permanent disability - unable [before age x] to look after yourself ever again

Loss of the physical ability through an illness or injury [before age x] to do at least 3 of the 6 tasks listed below ever again.

The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the insured person expects to retire.

The insured person must need the help or supervision of another person and be unable to perform the task on their own, even with the use of special equipment routinely available to help and having taken any appropriate prescribed medication.

The tasks are:

- **Washing** – the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
- **Getting dressed and undressed** – the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
- **Feeding yourself** – the ability to feed yourself when food has been prepared and made available.
- **Maintaining personal hygiene** – the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
- **Getting between rooms** – the ability to get from room to room on a level floor.
- **Getting in and out of bed** – the ability to get out of bed into an upright chair or wheelchair and back again.

For the above definition, disabilities for which the relevant specialists cannot give a clear prognosis are not covered.”

4.2.19 **“Traumatic brain injury – resulting in permanent symptoms**

Death of brain tissue due to traumatic injury resulting in permanent neurological deficit with persisting clinical symptoms.”

Chapter 5

DEFINITIONS OF COMMON EXCLUSIONS

5.1 General

- 5.1.1 This Guide does not require insurers to include or omit any particular exclusion or exclusions from the critical illness cover they offer. Insurers may incorporate exclusions that are not provided for in this section.
- 5.1.2 Insurers are free to omit any of the model wordings for exclusions contained in this chapter but where they include an exclusion which is covered by a model wording here, they must use that model wording.
- 5.1.4 The general requirements set out in chapter 2 apply to the model wordings for the exclusions contained in this chapter.
- 5.1.5 Insurers should state clearly which exclusions apply to which conditions in their policy (and other benefits as appropriate, e.g. waiver of premium benefit) and should use an introductory policy wording to suit their individual policy wording style (see example below).

Example introductory wording for model exclusions

We will not pay a critical illness claim if it is caused directly or indirectly from any of the following:

- 5.1.6 For the avoidance of doubt, insurers must not depart from the minimum standards of cover provided by the model wordings of the conditions set out in chapters 3 and 4 of this Guide by amending those model wordings to exclude or qualify the cover.
- 5.1.7 The exclusions for which model wordings have been provided in this chapter have been included on the basis that they are common in critical illness cover available at the most recent full review of this Guide.
- 5.1.8 The headings form part of the model wordings and must be included in full.

5.2 Model wordings for exclusions:

5.2.1 “Alcohol or drug abuse

Inappropriate use of alcohol or drugs, including but not limited to the following:

- Consuming too much alcohol.
- Taking an overdose of drugs, whether lawfully prescribed or otherwise.
- Taking Controlled Drugs (as defined by the Misuse of Drugs Act 1971) otherwise than in accordance with a lawful prescription.”

5.2.2 “Child cover – *pre-existing medical conditions*

A claim will not be covered for a child’s critical illness cover if:

- The child’s condition was present at birth;
- the symptoms first arose before the child was covered; or

- the child dies within 28 days of meeting our definition of the critical illness.”

5.2.3 **“Criminal acts**

Taking part in a criminal act.”

5.2.4 **“Flying**

Taking part in any flying activity, other than as a passenger in a commercially licensed aircraft.”

5.2.5 **“Hazardous sports and pastimes**

Taking part in (or practising for) boxing, caving, climbing, horse-racing, jet skiing, martial arts, mountaineering, off-piste skiing, pot-holing, power-boat racing, under-water diving, yacht racing or any race, trial or timed motor sport.”

5.2.6 **“Living abroad**

Living outside the UK or European Union for more than 13 consecutive weeks in any 12 months.”

5.2.7 **“Self-inflicted injury**

Intentionally self-inflicted injury.”

5.2.8 **“Unreasonable failure to follow medical advice**

Unreasonable failure to seek or follow medical advice.”

5.2.9 **“War and civil commotion**

War, invasion, hostilities (whether war is declared or not), civil war, rebellion, revolution or taking part in a riot or civil commotion.”

Chapter 6

USE OF GENERIC TERMS

6.1 General

- 6.1.1 This chapter does not set out model wordings but aims to ensure that terms in critical illness cover are used consistently. The generic terms set out below should be used wherever the terms described is employed in critical illness cover. They should have the meanings shown below and other terms should not be used in their place. This is to ensure that insurers use common language to describe critical illness product features to help consumers compare different policies.
- 6.1.2 Insurers may use the generic terms set out below as definitions – for example, if a generic term is used in a critical illness definition, insurers may wish to add precision and clarity by defining the generic term as a sub-definition. Alternatively, insurers may use the generic terms set out below without defining them providing the terms are used in the appropriate context.
- 6.1.3 Not all the generic terms set out here will apply to the critical illness element of cover contained in all products. Insurers should only use those generic terms that are applicable to the critical illness product they offer.
- 6.1.4 The generic terms and associated descriptions set out below are intended to establish the context in which each term should be used. Insurers are free to use them as definitions or as part of a glossary of terms.

6.2 Critical Illness cover

6.2.1 Critical illness cover

Insurance which pays out when an insured person meets the policy definition of a specified critical illness and where all of the following are included before the application of any individual underwriting decision:

- **Cancer** – excluding less advanced cases
- **Heart attack** – of specified severity
- **Stroke** – resulting in permanent symptoms

6.3 Product Features

6.3.1 Additional and partial payments

Where policies provide different levels of cover the following terms should be applied:

Additional payment – this is where a claim payment made under a definition does not reduce the amount of benefit remaining.

Partial payment – this is where a part payment, made in relation to a condition does reduce the amount of benefit remaining.

Where a condition may signify a payment which is either “additional” or “partial” dependent upon different circumstances, as seen with products with multi-level

benefits, the terms above may be reasonably modified to enhance consumer understanding.

6.3.2 Assessment period

The period during which a condition is assessed, before a decision is made on whether or not a claim payment is to be made. The assessment period will typically start on receipt of the claim and will not normally be longer than 12 months, as long as all the evidence is available. Also, the assessment period should only apply to claims for conditions which must be permanent to qualify for a claim payment.

6.3.3 Deferred period

The period during which an insured person must be ill or disabled to qualify for a benefit to be paid.

6.3.4 Model critical illness

The critical illnesses for which model wordings are available.

6.3.5 Model exclusions

The exclusions for which model wordings are available.

6.3.6 Survival period

The period after an insured event that the insured person must survive to qualify for a benefit to be paid. A survival period may apply where the benefit payable on death is different to the benefit payable for critical illness or in stand-alone critical illness cover.

6.4 Terms that are used in model wordings and other policy definitions

6.4.1 3/60

3/60 means the person whose eyesight is being assessed can see an object up to three feet away that a person with perfect eyesight could see if it were 60 feet away.

6.4.2 AFIP/Miettinen and Lasota classification

Air Forces Institute of Pathology (AFIP), Miettinen and Lasota refer to classifications used by the medical profession relating specifically to gastrointestinal stromal tumours. It provides information from histological findings of how aggressive tumours are and on the likelihood of them progressing to become more serious.

6.4.3 Acute

Intense and/or sudden in onset.

6.4.4 Alcohol or drug abuse

Inappropriate use of alcohol or drugs, including but not limited to the following:

- Consuming too much alcohol.
- Taking an overdose of drugs, whether lawfully prescribed or otherwise.
- Taking Controlled Drugs (as defined by the Misuse of Drugs Act 1971) otherwise than in accordance with a lawful prescription.



6.4.5 Angina

The often severe chest pain or discomfort that is a symptom of coronary artery disease.

6.4.6 Angioma

A benign tumour of blood vessels.

6.4.7 Aorta

The main artery of the body, arising from the heart and supplying oxygenated blood to the body.

6.4.8 Benign

Not malignant.

6.4.9 Binet Stage

A system of grading chronic lymphocytic leukaemia (CLL). Binet Staging classifies CLL into three stages (“A” to “C”) according to the number of areas where lymphoid tissues are involved (the four possible areas being the spleen and the lymph nodes of the neck, groin, and underarms), as well as the presence of anaemia (low red blood cell count) or thrombocytopenia (low number of blood platelets).

6.4.10 Borderline malignancy

Potentially malignant cells that have not invaded the adjacent tissue.

6.4.11 Branches (of the aorta)

Any smaller arteries that branch off from the main aorta.

6.4.12 Cancer in-situ

The presence of malignant/cancerous cells at a stage of development such that they have not spread into surrounding healthy tissue.

In medical terminology, this means that the cancer cells are confined to the epithelium (the tissue that lines the internal and external surfaces of the body) of origin and have not yet invaded the adjacent tissue.

For malignant melanomas of the skin, this means that cancer cells are confined to the epidermis (the outermost layer of skin) and may be categorised as Clark's level 1.

6.4.13 Cardiac enzymes or troponins

Chemicals found in the blood that when elevated above normal levels may indicate damage to the heart muscle.

6.4.14 Chronic

Of long duration.

6.4.15 Chronic lymphocytic leukaemia

Chronic lymphocytic leukaemia (CLL) is the most common type of leukaemia in North America and Europe. It rarely affects people under the age of 50.

6.4.16 Clinical impairment

The clinical symptoms associated with the condition that can be detected through examination.

6.4.17 Clinical TNM classification

An internationally recognised standardised method of staging cancers. Broadly, the three parts of the system relate to:

- T Tumour – a scale of 0 to 4 is used to record details about the primary tumour. T0 means there is no evidence of a primary tumour, T1 to T4 shows the size and extent of spread of the primary tumour. 'Tis' may be used for cancer in situ.
- N Nodes – a scale of 0 to 3 is used to record the extent of spread to the regional lymph nodes. N0 means the lymph nodes are not involved, N1 – N3 shows the extent of the involvement.
- M Metastases – either M0 or M1, the latter indicating metastases (more distant spread of the cancer)

6.4.18 Coronary artery

An artery that supplies blood to the heart.

6.4.19 Cognitive dysfunction

Refers to deficits in attention and to focus on the task at hand, verbal and non-verbal communication, short-term and working memory, visual and auditory processing of information, problem solving, processing speed of the brain response, and motor functioning.

6.4.20 Cranial nerves

Nerves that come from the base of the brain.

6.4.21 Cyst

A cavity or sac enclosed by a membrane, often containing liquid or semi-solid material.

6.4.22 Decibels

A measure of the level of sound.

6.4.23 Dementia

A symptom of degenerative brain disease or disorder characterised by impairment of intellectual faculties, such as memory, concentration and judgement.

6.4.24 Dialysis

The artificial means of removing toxic substances (impurities and wastes) from the blood when the kidneys are unable to do so.

6.4.25 Drug abuse

Inappropriate use of drugs, including but not limited to the following:

- Taking an overdose of drugs, whether lawfully prescribed or otherwise.
- Taking Controlled Drugs (as defined by the Misuse of Drugs Act 1971) otherwise than in accordance with a lawful prescription.

6.4.26 Electrocardiographic (ECG)

A tracing on graph paper representing the electrical events associated with the beating of the heart. Changes to the shape of the heartbeat trace can help diagnose a number of heart abnormalities, including acute myocardial infarction.

6.4.27 Endovascular repair

A minimally invasive method of approaching and repairing the diseased portion of the



aorta through the body's arteries.

6.4.28 End stage

The final phase of a disease process.

6.4.29 Epidermis

The outer layer of skin.

6.4.30 External stimuli

Outside sensory events that would normally produce a response e.g. sight, hearing, touch, taste or smell.

6.4.31 Gastrointestinal stromal tumours (GISTs)

Rare tumours that occur in the gastrointestinal tract, most commonly in the stomach or small intestine. There is wide variation in prognosis with GISTs, depending upon different characteristics including the “grading” of the tumour.

6.4.32 Gleason score

A system of grading prostate cancer. The Gleason grading system assigns a grade to each of the two largest areas of cancer in the tissue samples. Grades range from 1 to 5, with 1 being the least aggressive and 5 the most aggressive. The two grades are then added together to produce a Gleason score.

A score from 2 to 6 is considered low grade; 7, intermediate grade; and 8 to 10, high grade. For more information please visit www.prostate-cancer.org.uk.

6.4.33 Grade

In the context of describing tumours and cancer, grade describes how normal or abnormal cancer cells look under a microscope. The more normal the cells look, the less aggressive the tumour and the more slowly it grows and spreads, these are described as “low grade” and will be attributed a low number (normally 1). On the other hand, the more abnormal the cells look, the more aggressive the cancer and the faster it is likely to grow and spread with higher numbers allocated to the grade.

6.4.34 Graft

Any organ or tissue implanted to repair or replace a diseased or damaged organ or body tissue.

6.4.35 Haemorrhage

Bleeding from a ruptured blood vessel.

6.4.36 Histological confirmation

In relation to cancer, means confirmation of the diagnosis based on examination of sections of tissue under a microscope. It does not include diagnosis based on finding tumour cells and/or tumour-associated molecules in blood, saliva or any other bodily fluid in the absence of further clinically verifiable evidence.

6.4.37 Internal needs

Needs of the body to survive i.e. food, drink, using the toilet etc.

6.4.38 Invasion

In relation to cancer means the occurrence of malignant/cancerous cells that have spread beyond the layer of tissue in which it developed and is growing into surrounding, healthy tissues made up of different cells (that is, more extensive than cancer in-situ).

6.4.39 Invasive malignant melanoma

A malignant melanoma which has progressed beyond the point of being confined to



the epidermis (the outermost layer of skin). This will be categorised as Clark's level 2 or above.

6.4.40 Irreversible

Cannot be cured by medical treatment and/or surgical procedures used by the National Health Service in the UK at the time of the claim.

6.4.41 Leukaemia

A disease of the blood forming tissues characterised by increased numbers of immature or abnormal blood cells that leads to an increased tendency to infection, anaemia and haemorrhage.

6.4.42 Life support systems

Equipment used to assist breathing, feeding, drinking etc.

6.4.43 Low malignant potential

Potentially malignant cells that have not invaded the adjacent tissue.

6.4.44 Lymphoma

Cancer of the lymphatic (glandular) system, including Hodgkin and Non-Hodgkin lymphoma.

6.4.45 Malignant tumour

A tumour that invades the tissue in which it originates and can spread to other parts of the body.

6.4.46 Median sternotomy

Surgery to divide the breastbone.

6.4.47 Meninges

Membranes that cover and protect the brain and spinal cord.

6.4.48 Mild cognitive impairment (MCI)

A condition where mental abilities such as memory and thinking are impaired to a greater extent than would normally be expected according to age. Symptoms are mild enough not interfere significantly with daily life and so are not defined as the more serious condition of dementia.

6.4.49 Motor

Relating to movement.

6.4.50 Myocardial infarction

Death of a portion of the myocardium (heart muscle) due to an abrupt obstruction of oxygenated blood flow.

6.4.51 Myocardial injury

A term used to describe where the sensitive “troponin” blood test is elevated suggestive there has been damage to heart tissue and is often but not always caused by myocardial infarction (heart attack).

6.4.52 Neuroendocrine tumours (NETs)

Rare tumours that can develop in many different organs in the body. It affects nerve and gland cells that produce hormones (neuroendocrine cells). There is wide variation in prognosis with NETs, depending upon different characteristics including the “grading” of the tumour.

6.4.53 Neuropsychometric testing

A key diagnostic tool for the assessment of dementia and other neurological conditions.



6.4.54 New diagnostic imaging changes

In relation to heart attack, is where a scan of the heart indicates there has been damage to the heart muscle.

6.4.55 Occupation

A trade, profession or type of work undertaken for profit or pay. It is not a specific job with any particular employer and is independent of location and availability.

6.4.56 Non-invasive

In relation to cancer is the occurrence of malignant/cancerous cells that have not spread beyond the layer of tissue in which they developed.

6.4.57 Paralysis

The loss of power of movement of a part of the body.

6.4.58 Parkinsonian syndromes

Conditions that are not primary Parkinson's disease but which exhibit the same symptoms.

6.4.59 Permanent

Expected to last throughout the insured person's life, irrespective of when the cover ends or the insured person retires.

6.4.60 Permanent neurological deficit with persisting clinical symptoms

Symptoms of dysfunction in the nervous system that are present on clinical examination and expected to last throughout the insured person's life.

Symptoms that are covered include numbness, hyperaesthesia (increased sensitivity), paralysis, localised weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty in swallowing), visual impairment, difficulty in walking, lack of coordination, tremor, seizures, dementia, delirium and coma.

The following are not covered:

- An abnormality seen on brain or other scans without definite related clinical symptoms.
- Neurological signs occurring without symptomatic abnormality, e.g. brisk reflexes without other symptoms.
- Symptoms of psychological or psychiatric origin.

6.4.61 Pituitary gland

A small pea-sized organ connected by a stalk to the middle of the underside of the brain behind the nasal cavity.

6.4.62 Pre-malignant

Cells which may develop into a malignant tumour but have not yet done so.

6.4.63 Pure tone audiogram

A device for measuring the extent of a person's hearing ability.

6.4.64 Sarcoma

Cancer of "connective tissue" such as bone, muscle, nerves, fatty tissue or cartilage.

6.4.65 Sensory

Relating to the senses (sight, hearing, touch, taste or smell).

6.4.66 Snellen eye chart

A chart showing letters in rows of decreasing size that opticians use to measure visual ability.

6.4.67 Stent

A tubular structure placed within a blood vessel or organ, used to provide support during or after surgical procedures.

6.4.68 Thoracic and abdominal aorta

The parts of the aorta that lie within the thorax (chest) and abdomen (stomach).

6.4.69 Transient ischaemic attack

Temporary disruption of the blood circulation to part of the brain. The symptoms may initially be similar to those of a stroke but patients recover within 24 hours.

6.4.70 Tremor

Involuntary, rhythmic movement of part of the body, most commonly the hands and arms, often the head and voice, and rarely the legs.

6.4.71 UICC/TNM stage

Union for International Cancer Control (UICC) and TNM is a globally recognised standard for classifying the extent of spread by cancer using a numeric staging system (see also Clinical TNM classification).

6.4.72 Unconsciousness

The lack of normal sensory awareness caused by temporary or permanent damage to brain function.

6.4.73 Urothelial tumours

Tumours that arise from urothelial cells (also known as transitional cells) that line the bladder, renal pelvis, ureter and urethra.

6.4.74 Visual aids

Anything which helps improve vision, for example contact lenses or a pair of glasses

6.4.75 WHO

The World Health Organization (WHO) is a specialised agency of the United Nations responsible for international public health. It provides leadership on global health matters, medical research, setting health standards, articulating evidence-based policy options, providing technical support to countries and monitoring and assessing health trends.

Chapter 7

REVIEWS OF THE GUIDE

7.1 The need for reviews of this Guide

- 7.1.1 Customers and their advisers need a degree of stability and consistency on the language used in critical illness cover. For this reason, the Guide will remain in its current form unless and until it is reviewed in accordance with this chapter.
- 7.1.2 Reviews of this Guide are ultimately necessary as medical science, available research, legislation and regulations, and market conditions evolve and develop. The minimum standards for critical illness cover must change to reflect those developments.

7.2 Types of review

- 7.2.1 There will be 2 types of review:
- **Full reviews** (normally every 3 years); and
 - **Intermediate reviews**

7.3 Full Reviews

- 7.3.1 Full reviews will normally be carried out within 3 years of the implementation date of the preceding review, unless the ABI decides that a particular full review should be deferred by up to 1 year.
- 7.3.2 The date of the next full review will always be stated in the current version of this Guide. The next full review is to take place in 2025.
- 7.3.3 Full reviews will consider whether any changes are appropriate to any provision of this Guide, including but not limited to the form of the model wordings, whether model wordings should be added or deleted and the process for future reviews. Consideration will also be given to the process for implementation of any changes resulting from that full review.
- 7.3.4 Full reviews will be conducted by the ABI in consultation with relevant stakeholders including ABI members, intermediary representatives and appropriate consumer groups, and in accordance with a fair and transparent process details which will be published on the ABI website in advance of the target date for the conclusion of the full review.
- 7.3.5 In conducting full reviews the ABI will take account of all reasonably available and relevant information.
- 7.3.6 No changes should be made to any model wordings unless:
- A clear issue that has resulted or is expected to result in industry-wide problems for customers and/or insurers; and
 - the full review concludes that the proposed change or changes will address that issue.

7.3.7 At the conclusion of a full review, the ABI will publish its recommendations, including any amendments to this Guide, together with any timetable for implementation.

7.4 Intermediate Reviews

7.4.1 Intermediate Reviews may be conducted where a compelling issue is raised, for example a change to relevant law or regulation that affects the current version of the Guide, which the ABI concludes should not wait until the next full review.

7.4.2 Matters which the ABI considers do not warrant an intermediate review will be included for consideration at the next full review.

7.4.3 The scope of any intermediate review pursuant to 7.4.1 will be limited to the issue raised and will consider what, if any, changes to the Guide are necessary or appropriate.

7.4.4 Intermediate reviews will be conducted by the ABI according to an appropriate, fair and transparent process details of which will be published on the ABI website in advance of the target date for the conclusion of the intermediate review.

7.4.5 In conducting intermediate reviews, the ABI will take account of all reasonably available and relevant information and evidence on the issue concerned.

7.4.6 No changes should be made to any model wordings unless:

- A clear issue that has resulted or is expected to result in industry-wide problems for customers and/or insurers; and
- The Intermediate Review concludes that the proposed change or changes will address that issue.

7.4.7 At the conclusion of an intermediate review, the ABI will publish its recommendations, including any amendments to this Guide, together with any timetable for implementation.

ANNEX A

History of the Guide to Minimum Standards for Critical Illness Insurance Cover

Origins of the Guide

In 1998, the Office of Fair Trading looked at whether the market for critical illness insurance was working well and concluded that the variety of technical definitions in different critical illness products was confusing and made it difficult for people to compare policies. They therefore recommended that there were standard core elements of critical illness insurance and greater standardisation of definitions. It is for that reason that the ABI and its members developed a Statement of Best Practice for Critical Illness Cover (Statement) in 1999, which in 2018 was renamed the ABI Guide to Minimum Standards for Critical Illness Cover.

Development of the Statement

Since the original Statement was adopted in 1999, full reviews have been carried out every three years with intermediate reviews in between. A lot has changed in the last 23 years:

- Medical advances mean that many conditions will be picked up more frequently at earlier stages where they are less severe. This clearly has implications for the type of condition that critical illness insurance aims to cover and for the way in which conditions are defined. For instance, conditions which were considered life-threatening or extremely severe 10 years ago may now be diagnosed early and, with appropriate treatment, have a good prognosis. The severity of some conditions has changed to the point that they can no longer be considered “critical” in terms of their life expectancy. HIV is a key example of this. According to the National AIDS Trust *“the outlook for someone living with HIV in the UK today is relatively positive. HIV treatment outcomes in the UK are excellent: 96% of people diagnosed with HIV are on treatment and 94% of those on treatment are virally suppressed. Many people living with HIV report that their condition has little impact on their working life, and those diagnosed early and adherent to treatment have a normal life expectancy”*.
- The market for critical illness insurance has evolved. Tools have been developed which offer other ways for consumers and intermediaries to compare products and offerings. These comparison tools generally make reference to the model wordings in the Statement.
- In 1999 the ABI’s Statement set out “best practice” for describing critical conditions. The market has developed since and many insurers offer cover which exceeds that indicated by the specified definitions. It is therefore no longer correct to describe the model wordings as “best practice” but rather that they represent “minimum standards”.
- In 1999, neither the Financial Conduct Authority nor its predecessor existed. There are now detailed regulatory rules governing insurers and intermediaries who offer critical illness insurance on transparency and treating customers fairly. Many areas that were covered generically or by principles in the Statement are now dealt with in the FCA’s detailed conduct rules.

How is this Guide to Minimum Standards different from the Statement of Best Practice for Critical Illness Cover?

As a result of these developments, we undertook some important changes following the 2017/18 full review of the Statement. The Guide to Minimum Standards for Critical Illness Cover replaced the 2014 version of the Statement. Insurers providing critical illness insurance were required to adopt the changes as soon as practical and by no later than 1 February 2019. The changes made to this document only applied to policies sold after the implementation of the new version.

The main changes to the previous Statement following the 2017/18 full review were:

- Changed its name to “ABI Guide to Minimum Standards for Critical Illness Cover” because insurer offerings have improved. The cover indicated by the model wordings is a “minimum standard”.
- Reorganised the guide so that it is easier to navigate and understand with a chapter for the core conditions that are essential for all critical illness products and separate chapters for other conditions that some insurers choose to offer, exclusions, other generic terms and future reviews.
- Allowed for an exclusion of early stage thyroid cancer from the minimum definition of cancer, because of medical developments and its very low severity.
- Deleted the definition of “HIV” so that firms may adopt the wording they consider appropriate to describe any cover they offer for this condition.
- Specified that cover for “loss of hand or foot” means any one limb as defined, not two.
- Specified that cover for paralysis of limb refers to any one limb, not two.
- Deleted the definition of “terminal illness” as this was seldom used in critical illness cover. Insurers can still choose to include a terminal illness definition in their policies.
- Deleted an option for the definition of “total permanent disability” that was based on the policyholder being unable to perform any occupation due to developments in claims handling.
- Omitted requirements that were in the Statement of Best Practice prescribing product information, as these have been superseded by FCA rules.

Another full review was undertaken in 2021/22, resulting in more modest changes than those made following the 2018/19 review. Insurers providing critical illness insurance should adopt these latest changes as soon as practical but must do so by no later than 16 September 2023. The changes made to this document only apply to policies sold after the implementation of this new version.

The main changes to the Guide following the 2021/22 full review are:

Cancer

- Removal of the exclusion of “non-invasive tumours” as this is deemed redundant as only invasive tumours are covered as per the main definition.



- Introduction of a minimum staging for urothelial tumours (those of the urinary tract) of T1 to clarify that those staged lower than this are not covered.
- Introduction of a minimum grade for Neuroendocrine Tumours (NETs) and Gastrointestinal Stromal Tumours (GIST) of WHO grade 2 to clarify that those staged lower than this are not covered (unless they have lymph node involvement or distant metastases).
- Update to the classification of prostate tumours to align with the latest staging criteria of prostate cancer.
- The addition of new exclusion wording for certain types of skin cancer and other cancers within the skin (other than melanoma).

Heart Attack

- Broadening the scope of heart attack cover to include all causes of heart attack as previously only those resulting from inadequate blood supply were covered.
- The addition of diagnostic imaging for myocardial infarction to help distinguish between myocardial infarction (heart attack) and myocardial injury.
- Removal of the exclusion 'other acute coronary syndromes'.
- The addition of a new exclusion of 'myocardial injury' to provide clarity that myocardial injury is not a covered condition.

Dementia

- The addition of all types of dementia to the Alzheimer's definition to broaden the scope of cover.
- The addition of a new exclusion of Mild Cognitive Impairment (MCI) as this is a specific form of early cognitive decline that is not covered and the amended wording provides clarity for consumers and insurers in this area.

Updated April 2023 to clarify the Myocardial Injury exclusion and the classification systems used for Gastrointestinal Stromal Tumours.