

POLICY TERMS AND CONDITIONS.

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T&C 60





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1 INTRODUCTION

This **policy** sets out **your** contract with **us** and should be kept in a safe place. Words that appear in **blue bold** are explained in section 12.

This policy consists of:

- the Policy Schedule and
- these **policy** terms and conditions.

Your Policy Schedule is personalised to show the features, benefits and exclusions that apply to your policy.

1.1 Who is covered?

The life assured is covered.

1.2 Amount of cover

The amount of cover provided is shown in your Policy Schedule.

1.2.1 Level cover

If you have chosen level cover, this will be shown as Term Assurance in your Policy Schedule.

For level policies, the amount of cover will stay the same during the period of cover.

1.2.2 Decreasing cover

If you have chosen a decreasing **policy**, this will be shown as Decreasing Term Assurance in your **Policy Schedule**.

For all decreasing policies, the amount of cover will reduce over time in line with the table shown in your Policy Schedule.

We apply an interest rate to the original amount of cover to estimate the amount that you repay each month on your repayment mortgage.

If the **interest rate we** apply is less than the **interest rate** that is actually applied to **your** mortgage, the amount **we** pay out may not be enough to repay **your** mortgage in full.

You can find the interest rate that has been applied on your Policy Schedule.

To ensure that the amount paid out will cover the amount of **your** outstanding mortgage, **you** should check that the **interest rate** applied to **your policy** is equal to or higher than the **interest rate** applied to **your** mortgage by **your** mortgage lender.

1.3 Period of cover

This cover starts on the policy start date and ends on:

- the payment of the amount of cover, or
- if the amount of cover doesn't become payable, the policy expiry date.

Cover will stop when this **policy** ends and no further **premiums** will be payable.

2 COVER PROVIDED

2.1 Life Cover

The **amount of cover** is paid if, during the period of cover, the **life assured** dies or is diagnosed with a terminal illness.

For a joint life **policy**, the **amount of cover** is paid when the first of the lives assured dies or is diagnosed with a terminal illness.

2.1.1 When we will not pay a claim for Life Cover

If within the first year of this **policy** the **life assured** dies as a result of intentionally taking their own life, this **policy** will be cancelled. In this event the **amount of cover** will not be paid, but **we** will refund any **premiums** paid.

2.2 Terminal Illness Cover

If shown in the **Policy Schedule**, this **policy** provides Terminal Illness Cover, which is an advance payment of the **amount of cover** where the **life assured** has a terminal illness.

Terminal illness is defined as a definite diagnosis by **your** hospital consultant of an illness that satisfies both of the following:

- The illness either has no known cure or has progressed to the point where it cannot be cured; and
- In the opinion of your hospital consultant and our Medical Officer, the illness is expected to lead to death within 12 months.

No terminal illness claim can be made after the death of the **life assured** or within the 12 months immediately before the **policy expiry date**.

If decreasing cover is shown in your Policy Schedule, the amount payable will be the amount of cover we calculate on the date that it is established that the life assured has met our definition of terminal illness.

3 WAIVER OF PREMIUM

If Waiver of Premium is shown in **your Policy Schedule**, and the **life assured** meets **our** definition of incapacity for 26 consecutive weeks, **you** won't have to pay **premiums**. This benefit will start after the 26th consecutive week of incapacity and continue until the earlier of:

- · the end of the period of incapacity, or
- payment of the amount of cover, or
- the policy expiry date.

3.1 Incapacity

Depending on the life assured's employment status when a claim is made, incapacity is defined as:

The **life assured** is totally incapable of carrying out their normal occupation by reason of an illness or injury which occurred after the **policy start date**, necessitating medical or surgical treatment and is not carrying out any other occupation or in paid employment.

Or

If the **life assured** is not in paid employment and they are unable to do three or more of the following Specified Work Tasks as a direct result of an illness or injury which, occurred after the **policy start date**:

The Specified 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.	

The **life assured** may be required to have a medical examination by an appropriate medical specialist appointed by **us** regardless of the incapacity definition applied at claim.

3.2 Countries where this benefit is provided

The life assured is covered for Waiver of Premium if they:

- a) reside or travel within the European Union, or
- b) travel outside of the European Union for no more than three consecutive months in any 12 months.

If the **life assured** travels outside of the European Union for more than three consecutive months in any 12 months **we** will act reasonably when assessing whether the **life assured** meets the definition of incapacity.

For details about how to make a Waiver of Premium claim, please see section 9.

4 INDEXATION OPTION

If the indexation option is shown in your Policy Schedule, the amount of cover will increase in line with changes in inflation on each policy anniversary with no need for further medical evidence.

The **amount of cover** including any increases already made will increase in line with the change in the **Retail Prices Index (RPI)** over a 12 month period.

If for some reason the RPI cannot be used, we will use an index comparable to the RPI instead.

4.1 Notification of an increase

We will write to you at least three months before the policy anniversary to tell you what the increase in the amount of cover and premium will be.

4.2 Increase limits for the amount of cover

If the change in RPI is less than or equal to 1% we will not increase the amount of cover.

If the change in RPI is more than 10% we will only increase the amount of cover by 10%.

4.3 How your premium will increase

Your premium will increase in line with the change in RPI multiplied by 1.5 subject to a maximum increase of 15%.

4.4 Your options

4.4.1 Accept the increase

If you choose to accept the increase you do not need to take any action. We will increase the amount of cover and the premium and your direct debit will automatically be updated.

4.4.2 Decline the increase

When **we** notify **you** of an increase, **we** will also give **you** the option to decline the increase. To decline an increase, **you** must complete and return the form in the letter **we** send to **you** by the date shown.

If you choose to decline the increase to the amount of cover and premium, then the indexation option will be withdrawn and you will not be given the option to increase the amount of cover in the future.

5 CONVERSION OPTION

If the conversion option is shown in the **Policy Schedule**, you have the option to convert this **policy** to a Whole of Life Protection Plan with no need for further medical evidence.

In circumstances where **we** no longer offer the Whole of Life Protection Plan at the time **you** wish to use this option, **we** will offer **you** a reasonable available alternative.

You must use this option before the life assured's 60th birthday, or for a joint life policy, the 60th birthday of the oldest life assured.

If you use this option this cover will end and no further premiums will be payable.

The amount of cover in the new policy will not be more than the amount of cover on this policy.

The new policy will be subject to the **premiums** and terms and conditions for such policies at the time the option is exercised.

6 CHANGING YOUR POLICY

6.1 Guaranteed Insurability Option for family or mortgage protection

If the Guaranteed Insurability Option is shown as included in **your Policy Schedule**, **you** have the option to increase the **amount of cover** without the need for further medical evidence on the occurrence of specified events.

6.1.1 When you can use the Guaranteed Insurability Option

You can use this option to increase the amount of cover in the event of:

- a) the life assured entering into marriage or a registered civil partnership, or
- b) the birth of the life assured's child, or
- c) the life assured legally adopting a child, or
- d) an increase to the **life assured's** mortgage by reason of a house move or undertaking major home improvements, or
- e) an increase in the life assured's earnings due to a change of employment or promotion.

This option must be used within six months of the event and if **we** request relevant documents in relation to the events, **you** must provide them to **us**.

6.1.2 The amount cover can increase by

For all increases, the amount of cover may only be increased on each occasion by the lower of:

- 50% of the original amount of cover or,
- £150,000, or
- If 6.1.1(d) applies, the amount of the increase in the mortgage, or
- If 6.1.1(e) applies, the amount equal to the original amount of cover multiplied by the percentage increase in earnings.

This option may only be used three times in total, and only once in respect of either entering into marriage or a registered civil partnership. The maximum total of all increases permitted is £200,000.

6.1.3 How we provide cover for an increase

If you use this option an additional policy will be issued in respect of the increase, which will:

- · not contain a Guaranteed Insurability Option,
- not extend beyond the life assured's 65th birthday or one year after the policy expiry date of this original policy, whichever is earlier, and
- be subject to the premiums, terms and conditions for such policies at the time the additional policy is issued.

In circumstances where **we** no longer offer Term Assurance at the time **you** wish to use this option, **we** will offer **you** a reasonable available alternative.

6.1.4 When this option is not available

This option will not be available to you:

- after the life assured's 55th birthday or for a joint life policy, the 55th birthday of the oldest life assured,
- if Waiver of Premium is shown in the **Policy Schedule** and a claim under this has been made, until the end of the period of incapacity,
- if the **life assured** has been diagnosed with or is receiving or has received medical treatment for **our** definition of a terminal illness.

6.2 Guaranteed Insurability Option for business protection

If the Guaranteed Insurability Option is shown as included in **your Policy Schedule** for business protection, **you** have the option to increase the **amount of cover** without the need for further medical evidence on the occurrence of specified events.

6.2.1 When you can use the Guaranteed Insurability Option

- a) If this policy has been taken out to cover a business loan, for the purpose of:
 - a business acquisition, or
 - · a business expansion, or
 - buying, extending or altering business premises,

you will have the option to increase the amount of cover in the event that the business loan is increased.

- b) If this **policy** has been taken out to cover loss of profit in the event the **life assured** dies, or is diagnosed with a terminal illness **you** will have the option to increase the **amount of cover** if:
 - the life assured's value to the business increases, or
 - the life assured receives an increase in earnings.
- c) If this policy has been taken out to cover the ownership or interest in a business of:
 - a working partner, or
 - · a working director, or
 - · a shareholder, or
 - members of a limited liability partnership;

you will have the option to increase the **amount of cover** in the event that there is an increase in the value of that ownership or interest.

This option must be used within six months of the event. If **we** request relevant documents in relation to the events, **you** must provide them to **us** in order to process **your** request.

6.2.2 The amount cover can increase by

For all increases the amount of cover may only be increased on each occasion by the lower of:

- 50% of the original amount of cover, or
- £150,000,
- if 6.2.1(a) applies, the increase in the value to the business loan,
- if 6.2.1(b) applies, the increase in the life assured's earnings or their value to the business,
- if 6.2.1(c) applies, the increase in value of the life assured's ownership or interest.

This option may only be used three times in total. The maximum total for all increases permitted is £250,000.

6.2.3 How we provide cover for an increase

If you use this option, an additional policy will be issued in respect of the increase, which will:

- · not contain a Guaranteed Insurability Option,
- not extend beyond the life assured's 65th birthday or one year after the policy expiry date of this
 original policy, whichever is earlier, and
- be subject to the premiums, terms and conditions for such policies at the time the additional policy is issued.

In circumstances where **we** no longer offer Term Assurance at the time **you** wish to use this option, **we** will offer **you** a reasonable available alternative.

6.2.4 When this option is not available

This option will not be available to you:

- after the life assured's 55th birthday or for a joint life policy, the 55th birthday of the oldest life assured,
- if Waiver of Premium is shown in the **Policy Schedule** and a claim under this has been made, until the end of the period of incapacity,
- if the life assured has been diagnosed with or is receiving or has received medical treatment for our definition of a terminal illness.

6.3 Joint life policy separation

6.3.1 When you can separate your joint life policy

If you have a joint life policy and you:

- a) divorce, or
- b) dissolve your registered civil partnership, or
- c) have a joint mortgage and either of you:
 - i. take over an existing mortgage in one name, or
 - ii. take out a new mortgage in one name,

you may be able to separate your cover. We will cancel this policy and start a new single life policy for each life assured.

You must make the request within six months of the event being finalised.

6.3.2 What we need to process your request

- a) Evidence to support your request in the form of:
 - i. A decree absolute if you get divorced, or
 - ii. A final order for the dissolution of your registered civil partnership, or
 - iii. Proof of ownership of the relevant mortgage.
- b) The consent of both lives assured by completing and returning a protection plan amendment form issued by **us**, which includes a short questionnaire about the **life assured's** health, medical history, residency and leisure activities.
- c) If either **life assured** answers 'yes' to any of the questions in the protection plan amendment form, **we** will require **you** to complete a full application form in order to set up a single life policy. Where **we** undertake a full medical and lifestyle assessment, depending on the answers there may be circumstances where **we** may not be able to offer cover to both of the lives assured.

6.3.3 How we will provide cover

- a) The new single life policies will include the same cover as this **policy**. We will not change the cover in any other way, other than making it a single life policy.
- b) The new single life policies will be subject to premiums, terms and conditions available at the time **you** make the change.
- c) The maximum **amount of cover** for each new policy will be the lower of:
 - i. The current **amount of cover** on the original joint life **policy**, or ii.£1.000.000.
- d) The term of each new policy will not extend beyond the **life assured's** 70th birthday or one year after the **policy expiry date** of this **policy**, whichever is earlier.

6.4 Other changes

You can request any of the following changes to your policy:

- Increase or decrease the amount of cover
- Extend or reduce the period of cover
- Remove a life assured
- Change the frequency of your premiums between annually and monthly.

6.4.1 What we need to process your request

- a) Your consent to the changes by completing and returning a protection plan amendment form issued by us, which includes a short questionnaire about the life assured's health, medical history, residency and leisure activities.
- b) If the **life assured** answers 'yes' to any of the questions in the protection plan amendment form, **we** will require **you** to complete a full application form in order to make the changes to **your policy**. Where **we** undertake a full medical and lifestyle assessment, depending on the answers there may be circumstances where **we** may not be able to offer cover to both of the lives assured.
- c) Any documents reasonably required by **us** to support **your** request.

6.4.2 How we will provide cover

We will confirm if the change you have requested means this policy has to be cancelled and a new policy issued, which may have different terms and conditions.

Any changes you make may affect the premiums that are payable.

We will confirm the change you have made in writing.

7 PREMIUMS

7.1 Paying your premiums

Premiums are due from the **policy start date** and at monthly or annual intervals as shown in **your Policy Schedule**.

7.2 Amount of your premiums

The premiums for this policy will not increase unless:

- a) This policy is changed using the options available in section 6, or
- b) The indexation option is shown in the **Policy Schedule**, in which case the **premiums** will increase as described in section 4.

7.3 What happens if you don't pay your premiums?

We are entitled to cancel this policy if any premiums are not paid within 30 days of their due date.

If we cancel this policy, the cover will end and no further premiums will be payable.

We will not refund any premiums already paid.

8 GENERAL EXCLUSIONS AND CONDITIONS

- 8.1 You will not be eligible to make a claim under this policy if:
 - you don't meet the definitions for cover as described in sections 2 and 3, or
 - section 2.1.1 applies, or
 - the **premiums** under this **policy** are not up to date.
- 8.2 We will not pay a claim in any circumstances that are shown under the exclusions section in your Policy Schedule.
- 8.3 During the application process we will ask you questions about your personal circumstances and we may request additional information from you in order to make an assessment and offer you a policy. You are required to answer all of our questions honestly and accurately.
 - a) If **you** (or an agent acting on **your** behalf) deliberately or recklessly provide inaccurate information **we** are entitled to cancel this **policy** and refuse to pay the **amount of cover**. In these circumstances **we** may not refund any **premiums you** have already paid.
 - b) If **you** (or an agent acting on **your** behalf) provide inaccurate information through carelessness, **we** are entitled to amend the **policy** to reflect the terms that would have been offered had the accurate information been known. In these circumstances:
 - i. if **we** would not have issued **your policy** had the accurate information been provided, **we** are entitled to cancel **your policy**, however **we** will refund any **premiums you** have already paid;
 - ii. if **we** would have issued **your policy** on different terms and conditions (other than those relating to **premiums**) had the accurate information been provided, **we** may make changes to **your policy** terms and conditions and treat **your policy** as if it had been issued on the different terms and conditions;
 - iii. in addition, if **we** would have issued **your policy** with higher **premiums** had the accurate information been provided, **we** may reduce the **amount of cover** to reflect the higher **premiums** that would have applied had the accurate information been provided. The following formula will be used in these circumstances:

New amount of cover = <u>Premium actually charged</u> x original **amount of cover** Higher premium

- 8.4 We may make changes to these policy terms and conditions that we reasonably consider are appropriate due to a change in any applicable legislation, regulation or taxation. In such circumstances, we will notify you in writing in advance of any changes being made.
- 8.5 This **policy** is governed by English Law.
- **8.6** All communication in relation to this **policy** will be in English.

- 8.7 The right to exercise any option under this **policy** or to exercise any right conferred by this **policy** is limited to such as are allowed in the terms of the policy and as are compatible with the requirements of Paragraph 19(3) of Schedule 15 of the Income and Corporation Taxes Act 1988 for a qualifying policy.
- **8.8** We will not pay a claim if this **policy** was offered or issued to you subject to the cancellation of a specified policy(ies), and **you** did not cancel it (them).

9 MAKING A CLAIM

9.1 Notifying us of a claim

If you need to make a claim under this policy, please notify us using our claims contact details in section 10.1.

9.1.1 Life Cover

If you are claiming for Life Cover, we will need the following when you notify us:

- your policy number
- · the date of death
- your contact details.

9.1.2 Terminal Illness Cover

If you are claiming for Terminal Illness Cover, we will need the following when you notify us:

- your policy number
- · details of the illness and diagnosis
- your contact details.

9.1.3 Waiver of Premium

If you are claiming for Waiver of Premium you must notify us of a claim within 16 weeks of the start of the life assured's incapacity, otherwise we will consider the start of their incapacity to be 16 weeks before the date we are told. We may not insist on this if there are exceptional medical or other reasons why you cannot tell us within 16 weeks of the start of incapacity.

9.2 Assessing your claim

We will send you a claim form to complete and return to us.

In order to assess **your** claim **we** will require different evidence depending on the type of claim **you** are making. The table below shows what **we** need from **you** depending on the type of claim.

We will also ask for your Policy Schedule and any other documents we may reasonably require for the claim you are making.

If **you** do not provide any information or documentation that would reasonably be required to assess the claim, **we** will not process the claim until the information or documentation is made available.

Type of claim	Evidence required
Life Cover	The death certificate of the life assured.
Terminal Illness Cover	Proof that the terminal illness definition has been met.
Waiver of Premium	Proof that the relevant incapacity definition has been met.

9.3 Who we pay the cover to

The **amount of cover** is paid to **you** or **your** legal successor. **Your** legal successor is the person(s) legally entitled to the **life assured**'s estate upon the death of the **life assured**.

9.4 Payment of cover

We will pay a claim for any of the cover described in section 2 of this policy as a lump sum.

Cover can only be paid in pound sterling (GBP) to a bank account in the UK. If **you** wish to receive payments outside the UK, then arrangements for such transfers must be made at **your** own expense.

9.5 Replacement cover

If you have a joint life policy and one of the lives assured makes a valid claim under Life Cover or Terminal Illness Cover, you can request to continue cover for the other life assured as a new single life policy.

You must make the request within six months of a valid claim being paid.

9.5.1 What we need to process your request

- a) The consent of the **life assured** who hasn't claimed, by completing and returning a replacement cover form issued by **us**, which includes a short questionnaire about the **life assured's** health, medical history, residency and leisure activities.
- b) We will require you to complete a full application form in order to set up a single life policy if the life assured who hasn't claimed, answers 'yes' to any of the questions in the replacement cover form.

9.5.2 How we will provide cover

- a) The new single life policy will include the same cover as this **policy**. We will not change the cover in any other way, other than making it a single life policy.
- b) The **amount of cover** will be the same as this **policy**, unless **you** have decreasing cover. For decreasing cover, the **amount of cover** will be the remaining **amount of cover** at the time a valid claim was paid on this **policy**.
- c) The term of the new policy will not extend beyond the **life assured's** 70th birthday or one year after the **policy expiry date** of this **policy**, whichever is earlier.
- d) The new single life policy will be subject to premiums, terms and conditions available at the time **you** make the change.

10 HOW TO...

10.1 Contact us

If you need to contact us for any reason please use the contact details below.

Please quote your policy number as shown in your Policy Schedule when making any enquiries.

	Phone number	Contact Address
General Enquiries Change your policy Cancel your policy	0370 010 4080	Legal & General Assurance Society Limited City Park The Droveway Hove East Sussex
Claims for: Death or Terminal Illness Cover	0800 137 101	BN3 7PY
	0000 137 101	
Waiver of Premium	0800 027 9830	
Make a complaint	0845 071 1439	Legal & General Assurance Society Limited Knox Court 10 Fitzalan Place Cardiff CF24 0TL

We may record and monitor calls. Call charges will vary.

10.2 Cancel this policy

You can cancel this policy at any time.

Once this **policy** starts **we** will send **you** a notice of **your** right to cancel. If **you** cancel this policy within 30 days of receiving both the notice and this **policy**, **we** will refund any **premiums** paid.

If you cancel this policy after 30 days, you will not get any money back.

If you cancel this policy, the cover will end and no further premiums will be payable.

10.3 Make a complaint

If you wish to complain about the service you have received from us, or you would like us to send you a copy of our internal complaints handling procedure, please contact us.

If you remain dissatisfied, you can complain to:

The Financial Ombudsman Service Exchange Tower Harbour Exchange Square London

E14 9SR

Telephone:

- 0800 023 4567 (free for people phoning from a fixed land line).
- 0300 123 9 123 (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs).

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Making a complaint will not affect your legal rights.

11 THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

The FSCS is designed to pay compensation if a firm is unable to pay claims, because it has stopped trading or been declared in default.

So, if **we** run into financial difficulties, **you** may be able to claim via the FSCS, for any money you've lost. However, before looking to pay compensation, the FSCS will first see if they can arrange for **your** current policy to be maintained. They may arrange for **your policy** to be transferred to another insurer or provide a new policy. If these aren't possible, the FSCS aims to provide compensation.

Most of **our** customers, including most individuals and small businesses, are covered by the FSCS. Whether or not **you** can claim, and the amount **you** could claim, will depend on the specific circumstances of **your** claim. The FSCS will pay 90% of the value of the claim. There is no upper financial limit on the amount of the payment.

You can find out more about the FSCS, including eligibility to claim, by visiting its website

www.fscs.org.uk or calling 0800 678 1100.

The rules of the FSCS might change in the future and the FSCS may take a different approach on their application of the above, depending on what led to the failure.

12 DEFINITIONS EXPLAINED

Amount of cover

The amount of money this policy provides in the event of a valid claim, as shown in your Policy Schedule.

If decreasing cover is chosen, the table in your Policy Schedule will show how the amount of cover decreases.

If the indexation option is shown in **your Policy Schedule**, the **amount of cover** will increase as described in section 4.

Exclusions

What you are not covered for, as shown in your Policy Schedule.

Interest rate

If decreasing cover is chosen, the interest rate at which the amount of cover decreases, as shown in your Policy Schedule.

Life assured

The person who is insured under this **policy**. If there is more than one life covered under this **policy**, as shown in **your Policy Schedule**, this definition covers all lives assured.

Medical Officer

A qualified doctor employed by Legal & General.

Our, us or we

Legal & General Assurance Society Limited.

Policy

This policy issued by us, which consists of the policy terms and conditions and Policy Schedule.

Policy expiry date

The date that cover under this policy will end, as shown in your Policy Schedule.

Policy Schedule

The schedule which shows the cover that you have and forms part of this policy.

Policy start date

The start date of this policy, as shown in your Policy Schedule.

Premium(s)

The amount you pay to us for this policy as shown in your Policy Schedule.

Retail Prices Index (RPI)

The **Retail Prices Index (RPI)** provides an indication of inflation on a monthly basis. The **RPI** measures and tracks the average change in the purchase price of goods and services such as housing expenses and mortgage interest payments.

You or your

The policy owner(s) of the **policy** who is/are legally entitled to receive the **amount of cover** and shown as the "policy owner" in the **Policy Schedule**. This may include trustee(s), assignee(s) or personal representative(s) (where appropriate) and may be the same person(s) as the **life assured**.

CONTACT US

www.legalandgeneral.com

Legal & General Assurance Society Limited
Registered in England and Wales No. 00166055
Registered office: One Coleman Street, London EC2R 5AA

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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