

# POLICY TERMS AND CONDITIONS.



T&C 41

# CONTENTS

<b>1. INTRODUCTION</b>	<b>3</b>
<b>2. DEFINITIONS</b>	<b>3</b>
<b>3. COVER PROVIDED</b>	<b>4</b>
3.1 Who is covered?	
3.2 Amount of cover	
3.3 Period of cover	
<b>4. INDEXATION</b>	<b>4</b>
4.1 How your benefit will increase	
4.2 How your premium will increase	
4.3 Increase limits for the benefit and premium	
4.4 Annual review options	
4.5 How to accept the increase	
4.6 How to decline the increase	
<b>5. PREMIUMS</b>	<b>5</b>
5.1 Paying your premiums	
5.2 Amount of your premiums	
5.3 Can I reduce my premium?	
5.4 What happens if the premiums are not paid?	
5.5 How do you calculate the overall cost of the policy?	
<b>6. DEATH IN THE FIRST YEAR OF YOUR POLICY</b>	<b>6</b>
6.1 Accidental death	
6.2 Non-accidental death	
<b>7. ABOUT THE FUNERAL BENEFIT OPTION</b>	<b>7</b>
7.1 What is the Funeral Benefit Option?	
7.2 What happens if the benefit amount chosen is different to the cost of the funeral?	
7.3 What if the Funeral Service Provider is unable to provide the funeral?	
7.4 What if you or your family do not want the Funeral Service Provider to provide the funeral?	
<b>8. GENERAL CONDITIONS</b>	<b>8</b>
<b>9. MAKING A CLAIM</b>	<b>9</b>
9.1 When is the benefit payable?	
9.2 Notifying us of a claim	
9.3 Assessing your claim	
9.4 Who we pay the benefit to	
9.5 What happens after a claim has been paid?	
<b>10. HOW TO</b>	<b>10</b>
10.1 Contact us	
10.2 Place your policy into trust	
10.3 Cancel this policy	
10.4 Make a complaint	
<b>11. THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)</b>	<b>11</b>

## 1 INTRODUCTION

This is an Over 50s Life Insurance Plan. It is designed to pay the **benefit** when **you** die. When **you** take out this **policy**, **you** must be aged 50 to 80, a UK resident and reside in the UK for at least 183 days a year.

Words that appear in **blue bold** are explained in section 2.

**We** suggest that **you** review **your** cover from time to time to make sure it's still right for **you**. **You** should also think about telling **your** intended beneficiaries about this **policy**, if a claim is made.

These Policy Terms and Conditions set out **your** contract with **us** and should be kept in a safe place. Please check **your Policy Schedule** carefully and if any details are incorrect, please contact **us** as shown in section 10.

These Policy Terms and Conditions provide details of two different types of Over 50s Life Insurance Plans;

- the Fixed Life Insurance Plan; and
- the Increasing Life Insurance Plan.

**Your Policy Schedule** is personalised to show the cover and exclusions that apply to **your policy**.

## 2 DEFINITIONS

### Accident

A sudden and unexpected event, which happens after the **policy start date**.

### Benefit

The **benefit** is a cash sum as shown in **your Policy Schedule**.

### Bodily Injury

Injury to **your** body, excluding sickness, disease or any degenerative process, resulting from external, violent and visible means.

### Charge or Charged

A legal term meaning that the **benefit** will be paid directly to the **Funeral Service Provider** for the funeral that has taken/will take place.

### Funeral Service Provider

The funeral services are provided by Dignity Funerals Limited. They are responsible for providing and arranging the funeral and not **us**.

### Legal Representative

The person entitled to the receive amount of cover on **your** death.

### Life Insured

The person who is insured under this **policy** as shown in **your Policy Schedule**.

### Our, us or we

Legal & General Assurance Society Limited.

### Policy

The **policy** issued by **us**, which consists of these Policy Terms and Conditions and **your Policy Schedule**.

### Policy Schedule

The schedule which shows the cover that **you** have under **your policy** and forms part of these Policy Terms and Conditions.

**Policy Start Date**

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

**Premium(s)**

The amount paid 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 owner of this **policy** shown as the 'grantee' in the **Policy Schedule**.

**3 COVER PROVIDED****3.1 WHO IS COVERED?**

**You** are covered.

**3.2 AMOUNT OF COVER**

The amount of cover provided is the **benefit** as shown in **your Policy Schedule**.

**3.3 PERIOD OF COVER**

This cover starts on the **policy start date** and ends on **your** death.

**4 INDEXATION**

Indexation is automatically included if **you** have chosen the Increasing Life Insurance Plan.

Indexation means that **your policy** is designed to increase in line with inflation. **We** review **your benefit** and **your premiums** prior to **your policy** anniversary. Depending on any changes to inflation over that period of time, **your benefit** and **premiums** may increase.

**4.1 HOW YOUR BENEFIT WILL INCREASE**

The **benefit** may increase in line with changes in inflation on **your policy** anniversary.

The **benefit**, including any increases made in earlier **policy** years will increase in line with the change in the **Retail Prices Index** over a 12-month period. The changes will take effect on the anniversary of the **policy start date**.

**4.2 HOW YOUR PREMIUM WILL INCREASE**

**Your premium** will be increased in line with the change in **RPI** multiplied by 1.5, subject to a maximum increase of 15%. Any change in **premium** will take effect from the relevant anniversary of the **policy start date**.

**4.3 INCREASE LIMITS FOR THE BENEFIT AND PREMIUM**

If the change in **RPI** is less than or equal to 0% **we** will not increase **your benefit** or **premiums**.

If the change in **RPI** is more than 10% **we** will only increase the **benefit** by 10% and the **premium** by 15%.

Once **you** have passed **your** 90th birthday and **premiums** have stopped, indexation will only be applied to **your benefit**. **Your benefit** will continue to increase in line with changes in **RPI** subject to these Policy Terms and Conditions.

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

#### 4.4 ANNUAL REVIEW OPTIONS

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

#### 4.5 HOW TO ACCEPT THE INCREASE

If **you** choose to accept the increase **you** do not need to take any action. **We** will increase the **benefit** and the **premium** and the direct debit will automatically be updated.

#### 4.6 HOW TO 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 provided by the date shown in the letter we send.

If **you** choose to decline the increase to the **benefit** and **premium**, **you** will not be given the option to increase the **benefit** in the future. The **benefit** and **premium** will remain the same until the **policy** ends.

## 5 PREMIUMS

### 5.1 PAYING YOUR PREMIUMS

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

**Premiums** are due up to and including **your** 90th birthday. Once **your** 90th birthday has passed no further **premiums** will be collected by **us**, but the cover provided by this **policy** will continue until **your** death.

### 5.2 AMOUNT OF YOUR PREMIUMS

The **premium** for this **policy** will not increase unless **you** have an Increasing Life Insurance Plan, which automatically includes indexation as shown in **your Policy Schedule**.

### 5.3 CAN I REDUCE MY PREMIUM?

If the Fixed Life Insurance Plan is shown in **your Policy Schedule**, **you** may be able to reduce **your premium**, as long as **you** have held **your policy** for at least one year.

If the Increasing Life Insurance Plan is shown in **your Policy Schedule** and **you** choose to decline indexation, **you** may be able to reduce **your premium**.

If **you** choose to reduce **your premium** it cannot go below the minimum **premium** and **your benefit** will reduce.

This option can be used once per **policy**, as long as **we** still offer this option.

For further information please call **us** as detailed in section 10. **We** will write to **you** to confirm if this change can be made.

### 5.4 WHAT HAPPENS IF THE PREMIUMS ARE NOT PAID?

**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. The **benefit** will no longer be payable.

**We** will not refund any **premiums** already paid.

This does not apply once **you** have passed **your** 90th birthday, when no further **premiums** will be collected by **us** but the cover provided by this **policy** will continue until **your** death.

#### 5.4.1 If you have chosen the Funeral Benefit Option

The **Funeral Service Provider** will be informed and the funeral will not be provided.

## 5.5 HOW DO YOU CALCULATE THE OVERALL COST OF THE POLICY?

**Your policy** is designed to last for the rest of **your** life. Therefore it is difficult to say how much the overall cost of the **policy** will be.

**Your** 'Key Features' document will show **you** the total premium **you** pay to age 90.

### 5.5.1 Fixed Life Insurance Plan

If **your** current **premium** is £20 per month and **your policy** runs for 20 years, the total **premiums you** would expect to pay, if the details remain unaltered, would be:  
 $£20 \times 12 \text{ months} \times 20 \text{ years} = £4,800$

### 5.5.2 Increasing Life Insurance Plan

If **your** current **premium** is £20 per month and **your policy** runs for 20 years and **RPI** was at 3% each and every year, **your premium** would have increased to £46.15. The total **premiums** paid at the end of **your** 20th year would be £7,527.72 (4.5% increase in **your premium** each year).

It is important to remember that the overall **benefit** or **premium** paid will depend on how long **you** live and the change in **RPI** each year.

It is important to be aware that this is only an example. **Your benefit** amount stays the same over the length of the **policy** assuming **you** do not decline the annual increase at any point.

## DEATH IN THE FIRST YEAR OF YOUR POLICY

### 6.1 ACCIDENTAL DEATH

If within one year of the **policy start date you** sustain **bodily injury** caused by an **accident** which solely and independently of any other cause results in death and death occurs within 90 days of the **accident** then the **benefit** will be paid to **your legal representative**.

If **you** have chosen the Funeral Benefit Option, the **charge** will be released and the **benefit** will be paid to **your legal representative** and not to the **Funeral Service Provider**.

However, **we** will only pay a refund of **premiums** if the **bodily injury** resulting in death occurs either directly or indirectly as a result of:

- a) self-inflicted injury, including intentionally taking **your** own life;
- b) taking part or attempting to take part in a hazardous sport or pastime;
- c) taking part or attempting to take part in any aerial flight other than as a fare-paying passenger on a licensed airline;
- d) committing, attempting or provoking an assault or any criminal offence;
- e) war (whether declared or not), riot or civil commotion; or
- f) taking alcohol or drugs (unless these drugs were prescribed by a registered doctor in the United Kingdom)

### 6.2 NON-ACCIDENTAL DEATH

In the event of a non-accidental death, **we** will pay a refund of **premiums** rather than the **benefit** amount. The refund of **premium** will be paid to **your legal representative**.

## ABOUT THE FUNERAL BENEFIT OPTION

### 7.1 WHAT IS THE FUNERAL BENEFIT OPTION?

The **Funeral Service Provider** will pay an additional amount towards the cost of **your** funeral provided the funeral is carried out by one of the **Funeral Service Provider's** Funeral Directors.

This amount will not be shown in **your Policy Schedule**. A Welcome Pack will be sent by the **Funeral Service Provider** to **you** within 28 days of **you** taking out the Funeral Benefit Option. In this **you** will find all the details **you** need to know about the Funeral Benefit Option including a Funeral organiser pack containing information to pass to **your** next of kin to ensure they know what to do when the time comes.

When **you** take the Funeral Benefit option **your** Fixed Life Insurance Plan or Increasing Life Insurance Plan is **charged** to the **Funeral Service Provider**. This means that in the event of **your** death the **Funeral Service Provider** is paid the **benefit** from **your policy** and the **Funeral Service Provider** adds the additional amount to **your benefit** which will be used towards the cost of **your** funeral.

**You** can choose to **charge** the **policy** to the **Funeral Service Provider** on the **policy start date**, or at any point before **your** death. **You** can choose this option by contacting **us**.

### 7.2 WHAT HAPPENS IF THE BENEFIT AMOUNT CHOSEN IS DIFFERENT TO THE COST OF THE FUNERAL?

If the **benefit** plus the additional amount from the **Funeral Service Provider** is more than the amount required to provide the funeral service, the remainder will be paid by **us** to **your legal representative**. If the **benefit** plus the additional amount from the **Funeral Service Provider** is less, the difference would need to be paid to the **Funeral Service Provider's** Funeral Director by **your legal representative**.

### 7.3 WHAT IF THE FUNERAL SERVICE PROVIDER IS UNABLE TO PROVIDE THE FUNERAL?

If the **Funeral Service Provider** is unable to provide a funeral service **we** will search for an alternative provider. If **we** are unable to find a suitable alternative, the **benefit** will be paid to **your legal representative**.

### 7.4 WHAT IF YOU OR YOUR FAMILY DO NOT WANT THE FUNERAL SERVICE PROVIDER TO PROVIDE THE FUNERAL?

- a) If **you** decide **you** do not want the funeral or **you** want to remove the **charge** please contact **us**. **We** will tell the **Funeral Service Provider** that the **charge** has been removed and the liability for the **Funeral Service Provider** to provide the funeral will end. On **your** death the **benefit** will be paid to **your legal representative**.
- b) If **your legal representative** decides after **your** death that they do not want the funeral service with the **Funeral Service Provider** the **charge** can be removed at this stage. The **benefit** will then be paid to **your legal representative** provided the **benefit** has not already been paid to the **Funeral Service Provider**.

- 8.1** During the application process **we** will ask **you** for **your** date of birth to make an assessment and offer **you** a **policy**. **You** are required to answer this question honestly and accurately.
- a) If **you** (or an agent acting on **your** behalf) deliberately or recklessly provide an inaccurate answer **we** are entitled to cancel this **policy** and refuse to pay the **benefit**. In these circumstances **we** may not refund any **premiums you** have already paid.
  - b) If **you** (or an agent acting on **your** behalf) provide an inaccurate answer 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 an accurate answer 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 an accurate answer 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 an accurate answer been provided, **we** may reduce the **benefit** to reflect the higher **premiums** that would have applied had an accurate answer been provided. The following formula will be used in these circumstances:  
$$\text{New amount of cover} = \frac{\text{Premium actually charged}}{\text{Higher premium}} \times \text{original benefit}$$
- 8.2** **We** may make fair and reasonable changes to these Policy Terms and Conditions. **We** will only do so;
- a) to make **our** terms clearer or more favourable to **you**;
  - b) if there are any relevant changes in legislation, regulation or taxation; or
  - c) if **we** change the **Funeral Service Provider**.
- If this happens, **we** will notify **you** in writing at least 30 days in advance of any changes being made.
- 8.3** The **benefit** on this **policy** cannot be increased if **you** have chosen the Fixed Life Insurance Plan.
- 8.4** **You** can take out additional policies as long as the total **benefit** for all Over 50s Life Insurance Plans with **us** is not more than £25,000.
- 8.5** This **policy** is governed by English Law.
- 8.6** All communication in relation to this **policy** will be in English.



## MAKING A CLAIM

### 9.1 WHEN IS THE BENEFIT PAYABLE?

The **benefit** is payable on **your** death except where death is in the first year from the **policy start date** as described in section 6.

### 9.2 NOTIFYING US OF A CLAIM

When making a claim under this **policy**, **your legal representative** should notify **us** using **our** claims contact details in section 10.

**We** may send a claim form to **your legal representative**, which should be returned to **us**.

#### 9.2.1 Fixed Life Insurance Plan or Increasing Life Insurance Plan

**We** will need the following when **we** are notified of the claim;

- **Your policy** number
- The date of death
- **Your** contact details

#### 9.2.2 If you have chosen the Funeral Benefit Option

**Your legal representative** should contact the **Funeral Service Provider**, as shown in section 10. When **your legal representative** is making a claim, the **Funeral Service Provider** will need the following:

- **Your** full name and address and date of birth
- **Your policy** number, and
- **Your Funeral Service Provider** member number

### 9.3 ASSESSING YOUR CLAIM

#### 9.3.1 Fixed Life Insurance Plan or Increasing Life Insurance Plan

In order to assess the claim **we** may need **your Policy Schedule**, the death certificate and any other documents **we** may reasonably request.

In the case of an accidental death during the first year of the **policy**, **we** may ask for confirmation of the circumstances surrounding the death from the coroner.

#### 9.3.2 If you have chosen the Funeral Benefit Option

The **Funeral Service Provider** will check with **us** that all **premiums** have been paid and that the **charge** is still in place, prior to providing the funeral service.

### 9.4 WHO WE PAY THE BENEFIT TO

#### 9.4.1 Fixed Life Insurance Plan or Increasing Life Insurance Plan

The **benefit** is paid to **your legal representative**.

#### 9.4.2 If you have chosen the Funeral Benefit Option

If **you** die after the first year, **we** will pay the cash sum to Dignity. Dignity will then provide an additional contribution of £300 towards **your** funeral costs if they carry out **your** funeral.

If **you** die within the first year due to an **accident**, **we** will pay the cash sum to **your** estate or next of kin. If **you** choose Dignity to carry out the funeral then they will provide an additional contribution of £300 towards **your** funeral.

If **you** die within the first year for any reason other than an **accident**, **we** will refund any **premiums** **you** paid to **your** estate or next of kin. If **you** choose Dignity to carry out the funeral then they will still provide an additional contribution of £300 towards **your** funeral.

### 9.5 WHAT HAPPENS AFTER A CLAIM HAS BEEN PAID?

Once the **benefit** has been paid the **policy** will end.

## 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 Death Claims	0370 010 4080 0800 137 101	Legal & General Assurance Society Limited City Park The Droveaway Hove East Sussex BN3 7PY Email: life.claims@landg.com
Funeral Service Provider	0800 151 3789 Lines are open 24 hours a day, every day of the year	Dignity Funerals Limited 4 King Edwards Court King Edwards Square Sutton Coldfield West Midlands B73 6AP
Make a complaint	0345 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 PLACE YOUR POLICY INTO TRUST

Depending on **your** circumstances, it may be appropriate to place **your policy** into trust. For more information about trusts, please contact **your** financial or legal adviser. However, this is not possible if **you** have chosen the Funeral Benefit Option.

## 10.3 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 of receiving both the notice and this **policy**, **we** will not refund any **premiums** paid.

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

## 10.3.1 If you have chosen the Funeral Benefit Option

If **you** cancel this **policy**, the **charge** will not apply and no **benefit** would be paid to the **Funeral Service Provider**.

## 10.4 MAKE A COMPLAINT

If **you** wish to complain about the service **you** have received from **us** or the **Funeral Service Provider**, or **you** would like **us** to send **you** a copy of **our** complaints handling procedure, please contact **us** as shown in section 10.1.

If **you** remain dissatisfied, **you** can complain to:

### **The Financial Ombudsman Service**

Exchange Tower  
London  
E14 9SR

Telephone:

**0800 023 4567**

**0300 123 9123**

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

Website: **www.financial-ombudsman.org.uk**

Making a complaint will not affect **your** legal rights.

### **Online Dispute Resolution Platform**

The European Commission has established an **Online Dispute Resolution Platform (ODR Platform)** at **[http://ec.europa.eu/consumers/odr/index\\_en.htm](http://ec.europa.eu/consumers/odr/index_en.htm)** that is specifically designed to help EU consumers who have bought goods or services online from a trader based elsewhere in the EU and subsequently have a problem with that online purchase. The ODR platform will refer your complaint to the Financial Ombudsman Service who will pass it on to Legal & General.

## 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** have lost. However, before looking to pay compensation, the FSCS will first see if they can arrange for the continuity of **your** current **policy**. The FSCS may arrange for **your policy** to be transferred to another insurer or arrange for a new policy to be provided.

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 100% of the value of the claim. **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.



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