

# Business Life Insurance

## Policy Terms and Conditions

In this Policy Terms and Conditions document you'll find useful information to help you understand the policy benefits and features.

To apply for this policy, you must be a UK resident, living in the UK for at least 183 days in the last tax year.

The Policy Terms and Conditions together with the Policy Schedule, which would be sent to you once you start your policy, are your contract with Legal and General. In the Policy Schedule, you would find what is covered by your policy and what isn't covered. As well as important dates. If you'd like a copy of this document in another format, please let us know. We can send you a copy in large print, braille or on audio file.

### How this policy works

A Life Insurance policy is designed to provide cover if the life insured (the person/s covered by this policy) dies or is diagnosed with a terminal illness before the end of the policy.

You're covered from the policy start date until the policy expiry date. Your policy will end before this if we pay the cover amount or the policy is cancelled.

We'll communicate to you about your policy in English. This policy is governed by English law.

### Key words and their meanings

This is not a complete list, as we've explained all terms in the relevant section of this Policy Terms & Conditions. We've included a contents page to help you find the relevant sections.

When we say '**we**', '**us**' or '**our**' in this document, we mean Legal and General Assurance Society Limited.

When we say '**you**' or '**your**' in this document, we mean anyone who's legally entitled to receive the amount of cover when a valid claim is made. This could be a trustee, assignee, personal representative of the life insured. If there's more than one person covered then we mean all lives insured.

The life insured is the person who is covered by the policy. If this is a joint policy, both people will be covered.

When we say '**assignee**', we're referring to the person to whom the legal ownership of the policy is transferred.

The UK refers to England, Northern Ireland, Scotland and Wales. It also covers a Crown employee (someone in the UK armed forces, a civil servant or diplomat) or someone in the merchant Navy.

When we say '**incapacity**' in this document, we mean:

- the life insured is totally incapable of carrying out their normal occupation due to an illness or injury occurring after the policy start date, necessitating medical or surgical treatment and is not carrying out any other occupation or paid employment, or
- If the life insured is not in paid employment and they are unable to do three or more Specified Work Tasks as a direct result of an illness or injury which occurred after the policy start date.

 For details about our definition of incapacity, please see the section headed '[Waiver of Premium](#)'.



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## How to get in touch with us

Calls may be recorded and monitored. Call charges may vary.

How can we help?	Contact details	Contact address
<b>General enquiries, to change the policy</b>	<b>Call</b> 0370 010 4080 Monday to Friday 9am to 5pm <b>Email</b> protection.customerenquiries@landg.com	Legal & General Assurance Society Limited City Park The Droveway Hove East Sussex BN3 7PY
<b>Cancellations</b>	<b>Call</b> 0370 010 4080 Monday to Friday 9am to 5pm <b>Email</b> protection.customerenquiries@landg.com	Legal & General Assurance Society Limited City Park The Droveway Hove East Sussex BN3 7PY
<b>Claims</b>	<b>For Life or Terminal Illness Cover claims</b> call us on 0800 137 101 <b>For Waiver of Premium claims</b> call us on 0800 068 0789 Monday to Friday 9am to 5pm	Legal & General Assurance Society Limited City Park The Droveway Hove East Sussex BN3 7PY
<b>Complaints</b>	<b>Call</b> 0370 010 4080 Monday to Friday 9am to 5pm	Legal & General Assurance Society Limited Four Central Square Cardiff CF10 1FS

## How to make a claim

We know that making a claim can be a difficult time. We'll try to make sure the process is stress free, and to keep you updated regularly.

You can find the contact details for our claims team above.

When you let us know about any claim, we'll need to know:

- The policy number (we can still help if you don't have this)
- The life insured's Doctor's details
- Your contact details

We'll also need some additional information depending on the type of claim being made. This may include us sending the claimant a form to fill out and return to us. We'll need details of:

- **Life cover** - the date of death and death certificate of the life insured. We can still consider and accept a claim if the event occurs outside the UK, and we can confirm it is valid.
- **Terminal Illness Cover** - the illness and diagnosis.
- **Waiver of Premium** – how the life insured meets our definition of incapacity. You should let us know about the life insured's incapacity within 16 weeks of it starting. If you don't let us know within this time, we'll 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 did not tell us within 16 weeks of the start of incapacity.

We won't be able to process your claim until you send us all the information we ask for.

 For details about our definition of incapacity, please see the section headed '[Waiver of Premium](#)'.

## How we'll pay your claim

We'll pay the amount of cover to you. If the owner of the policy is dead, the payment will go to their personal representative (usually the executor named in their will). If the policy has been placed in trust, we'll pay the trustees. If the policy has been assigned, we'll pay the assignees.

Payments are made as a lump sum in British pounds to a bank account in the UK. If you're receiving a payment to a bank account outside the UK, you'll need to pay any costs to arrange this.

### What happens if I pay for my policy annually?

If you pay an annual premium for your policy, and a claim is paid under full cover, we'll pay a refund of the premium for the remaining months of that year.

The policy will end when a claim is paid under Life Insurance or Terminal Illness Cover.

## When we won't pay a claim

Your claim may be refused or impacted by one of the following if:

- you don't meet the relevant definition for the type of claim you're making when we offered you this policy,
- we told you our offer was subject to you cancelling a specified policy(ies) and you did not cancel it (them),
- you, or someone acting on your behalf, didn't answer our questions correctly during your application for the policy, or during subsequent amendments to the policy meaning the incorrect terms were applied to your cover

If your policy has lapsed due to missed payments prior to any claimable event occurring, you won't be covered, and your claim won't be paid.

If we would have offered you cover with higher premiums had the correct information been given to us, we're entitled to reduce your amount of cover or refuse to pay your claim.

 More information on when we won't pay a claim including what happens if you die during the first year of cover can be found in sections headed '[What this policy doesn't cover](#)' and '[If you miss a payment](#)'. Any exclusions will be shown in the Policy Schedule you will receive after you take out cover.



# Life Insurance

## How life insurance works

Life insurance will pay a lump sum if the life insured dies or is diagnosed with a terminal illness during the term of this policy. If this happens, your policy will then end.

- i** If this is a joint policy, we'll pay you when either life insured dies or is diagnosed with a terminal illness which meets our definition.

## How Terminal Illness Cover works

This policy will pay you the amount of cover if you're diagnosed with a terminal illness. If this happens, your policy will then end.

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 (a qualified doctor employed by Legal & General), the illness is expected to lead to death within 12 months.

You can't make a claim for Terminal Illness Cover after the life insured dies.

The amount payable will be the amount of cover we calculate on the date the Terminal Illness definition is met.

Please note, Terminal Illness Cover is an advanced payment of the death benefit calculated at the time the Terminal Illness definition is met. This can mean that the Terminal Illness benefit paid may be less than would have been paid at death.



# Optional benefit you can add to your policy

At the start of your policy, you can choose to add the following benefit for an extra cost.

## Waiver of Premium

If the life insured 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
- Payment of the amount of cover
- The policy expiry date

### Inc incapacity

Depending on your (the life insured's) employment status when a claim is made, incapacity is defined as:

The life insured 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 paid employment.

Or

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

### Countries where this benefit is provided

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

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

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

 For details about how to make a Waiver of Premium claim, please see the section headed '[How to make a claim](#)'.



# What this policy doesn't cover

## If you die within the first year

The policy will be cancelled if within the first year of the policy, the life insured dies as a result of:

- Suicide
- Intentional and serious self-injury
- An event where, in our reasonable opinion, the life insured took their own life

### Assessing a claim for death in the first year

If a suicide verdict is not given, we may decide in our reasonable opinion that the life insured has taken their own life.

We will take into account:

- The method and timing of death
- The evidence available from the time and place of death
- Any documentation left by the deceased or available from others
- Previous medical history that we are reasonably entitled to obtain



# Paying for your policy

Premiums can be paid monthly or annually.

## If you miss a payment

Your policy will be cancelled if your premium isn't paid. We won't refund any premiums you've already paid.

If your premium remains unpaid for any reason 60 days after the due date of any missed payment, your policy will be deemed cancelled and cover will automatically end.



# Choosing your cover type

## Level

### Level cover if you want your cover to stay the same

If you choose level cover the amount of cover will stay the same unless you change it using the options available in the section headed 'Making changes to your policy' during the period of cover.

#### What happens to premiums?

You can choose to have:

- guaranteed premiums - which means they'll stay the same unless you make changes to your policy.

## Decreasing

### Decreasing cover if you want your cover to decrease

If you choose decreasing cover the amount of cover will reduce during the period of cover and is often used to help protect a business loan or commercial mortgage.

#### What happens to premiums?

You can choose to have:

- guaranteed premiums - which means they'll stay the same unless you make changes to your policy.

#### How does it work?

An interest rate is applied to your policy. This estimates the amount that you repay each month on your business loan or commercial mortgage, and the amount you're covered for will therefore decrease accordingly. The interest rate we apply will be shown on your Policy Schedule, which we'll send to you when your policy starts.

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

You should check regularly that your amount of cover will be enough to pay off the rest of your business loan or commercial mortgage. Remember to also check that the interest rate we use in our calculation and apply to your policy is equal to or higher than the interest rate on your business loan or commercial mortgage.

## Increasing

### Increasing cover if you want your cover and premiums to increase in line with changes in inflation

You may have the option to choose increasing cover. The amount of cover will increase in line with changes in inflation on each policy anniversary. We won't ask any further questions about your health.

To do this, we increase the cover amount to match inflation in line with the changes in the Retail Prices Index (RPI) over a 12 month period. If we can't use RPI we'll use an index comparable to the RPI instead.

- If the change in the RPI is less than 1% we will not increase the amount of cover.
- If the change in the RPI is more than 10% we will only increase the amount of cover by 10% per annum.

Your premiums will also increase in line with the changes in the Retail Prices Index (RPI) multiplied by 1.5, subject to a maximum increase of 15% per annum.

We'll contact you at least three months before the policy anniversary to tell you what the increase in the amount of cover and premium will be. You'll have the option of accepting the increase or not. We've put together some information below to help you understand how these options will affect your policy:

#### Your options

- **Accept the increase**

You don't need to do anything. Your cover amount and premiums will increase as described above and we'll update your Direct Debit with your new premium.

- **Decline the increase**

When we notify you of an increase, we will also give you the option to decline the increase. You'll need to let us know before the deadline on the letter or email. We'll include instructions on how to do this.

If you decline the increase, your cover will stay the same for another year.

If you decline the increase three years in a row we'll remove this option, and you won't have the option to increase the amount of cover in line with changes in inflation, for the remaining policy term. This means that your amount of cover will stay the same, as the costs of goods and services rise in the future.

For joint life policies, we'll need approval from both policy holders to decline an increase.

#### **What's the Retail Prices Index (RPI)?**

The RPI gives an idea of the rate of inflation on a monthly basis. The RPI measures the average change in the price of goods and services. This includes petrol, groceries such as bread and milk, and housing expenses such as mortgage interest payments.



# Making changes to your policy

## Increasing your cover

If certain life events happen, you may be able to increase your amount of cover without having to give us any more medical information. You can only do this if the policy started before the life insured's 55<sup>th</sup> birthday. Your Policy Schedule (which you'll receive when your policy starts) will say if you have this option.

You can use this option:

- i. If the 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 premisesyou will have the option to increase the amount of cover in the event that the business loan is increased.
- ii. If the policy has been taken out to cover loss of profit in the event the life insured:
  - dies,
  - is diagnosed with a terminal illnessyou will have the option to increase the amount of cover if:
  - the life insured's value to the business increases, or
  - the life insured receives an increase in earnings.
- iii. If the 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.

You'll need to let us know within six months of the above happening to be able to use this option. We might ask for some documents relating to the event. You must provide them to us in order to process your request.

## Limits to increases in cover

Your amount of cover can be increased by the lower of:

- 100% of the original amount of cover; or
- £250,000;

if (I) above applies, the increase in the value to the business loan,

if (II) above applies, the increase in the life insured's earnings or their value to the business,

if (III) above applies, the increase in value of the life insured's ownership or interest.

You can apply to increase your cover multiple times. However, the total increase in your cover amount can't be more than £250,000 across all changes applied.

If you increase your cover this way, we'll set up an additional policy that takes the increase into account. This will:

- mean you can't increase your cover on the new policy without further medical evidence
- end at the life insured's 65<sup>th</sup> birthday, or one year after the policy expiry date, whichever comes first

- only have increasing cover if this was selected when the policy was taken out and the option to increase has been accepted by you in line with our terms and conditions
- be subject to the premiums, and terms and conditions at the time the new policy is issued.

If we can't offer you what you ask for when you apply to increase your cover when using this option, we'll offer you a reasonable alternative.

### When this option is not available

You won't be able to increase your cover:

- after the life insured's 55<sup>th</sup> birthday (if two people are covered by this policy, this applies when the eldest person covered reaches 55)
- if you've made a claim for Waiver of Premium, until the end of the period of incapacity
- if the life insured has been diagnosed with or is receiving (or has received) medical treatment for our definition of a terminal illness

## Joint life policy separation

If you take out a joint life policy, you can separate it if you get divorced or you dissolve your registered civil partnership. You can also separate the policy if one of you takes over an existing mortgage in one name or takes out a new mortgage in one name.

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

We'll then cancel this policy and start a new single life policy for each life insured.

### What we need to process your request

To separate your policy, we'll need evidence such as:

- A decree absolute if you get divorced; or
- A final order for the dissolution of your registered civil partnership; or
- Proof of ownership of the relevant mortgage.

We'll also need consent of both lives insured by completing and returning an amendment form issued by us. This will include a short questionnaire about the life insured's health, medical history, residency and leisure activities.

If either life insured answers 'yes' to any of the questions in the amendment form, we'll need 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 insured.

### How we'll provide cover after separation

The new single life policies will include the same cover as the original policy. We won't change the cover in any other way, other than making it a single life policy.

The new single life policies will be subject to premiums, terms and conditions available at the time you make the change.

Your new policy will cover either £1,000,000 or your original amount of cover - whichever is lower.

Your new policy will end on your 70<sup>th</sup> birthday or one year after your original policy expires - whichever comes first.

## Replacing a joint life policy – if one of you makes a claim

If one of you makes a valid claim for

- Life insurance or Terminal Illness Cover

you can ask us to create a new policy for the other person. This is sometimes referred to as 'replacement cover'.

You need to ask us to set this up within six months of a valid claim being paid.

### **What we need to process your request**

For us to set up the new policy for you (the person who hasn't made a claim), we'll need you to give your consent and complete a replacement cover form. It asks some questions about your health, medical history, leisure activities you take part in and where you live. If you answer 'yes' to any of the questions, you'll need to fill out a full application.

Your premiums and terms and conditions might change. They will be explained in your new policy documents.

Where we undertake a full medical and lifestyle assessment, there may be circumstances where we may not be able to offer cover to the life insured.

### **How we'll provide your replacement cover**

The new single life policy will include the same amount of cover as the original policy. We won't change the cover in any other way, other than making it a single life policy.

If Decreasing Life Insurance is chosen, the amount of cover will be the remaining amount of cover at the time a valid claim was paid on the original policy.

Your new policy will end on the life insured's 70<sup>th</sup> birthday or one year after your original policy expires - whichever comes first.

The new single life policy will be subject to premiums, terms and conditions available at the time you make the change.

## **Other changes you can make to your policy**

You might be able to ask us to:

- change the amount of cover
- change the length of your policy
- remove one person from the policy (if you chose a joint policy)
- change the frequency of your premiums between annually and monthly

We'll need some information from you to make these changes:

- Consent to make the changes
- You'll have to fill out and send an amendment form to us. It asks some questions about your health, medical history, residency and leisure activities. If you answer 'yes' to any of the questions, you'll need to fill out a full application.
- Any documents reasonably required by us to support what you're asking us to change

We might ask you to fill out a new application. This might include having a medical and lifestyle assessment.

We'll let you know whether we can make the changes or not.

Making changes to your policy might change your premiums. We'll confirm if the change you've requested means the original policy has to be cancelled and a new policy issued, which may have different terms and conditions.

## When we can make changes to your policy

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. The life insured is required to answer all of our questions honestly and accurately.

- If you (or an agent acting on your behalf) deliberately or recklessly provide inaccurate information we are entitled to cancel the policy and refuse to pay the amount of cover. In these circumstances we may not refund any premiums you have already paid.
- 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 the policy had the accurate information been provided, we are entitled to cancel the policy, however we will refund any premiums you have already paid;
  - ii. if we would have issued the policy on different terms and conditions (other than those relating to premiums) had the accurate information been provided, we may make changes to the policy terms and conditions and treat the policy as if it had been issued on the different terms and conditions;
  - iii. in addition, if we would have issued the 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:

$$\text{New amount of cover} = \frac{\text{Premium actually charged} \times \text{Original amount of cover}}{\text{Higher premium}}$$



## How to cancel your policy

You can cancel your policy at any time. Once your policy starts, we'll let you know about your right to cancel.

You can cancel your policy within 30 days of receiving your welcome pack. In this case, we'll refund any premiums you've paid.

If you cancel your policy after 30 days of receiving your welcome pack, and pay monthly premiums, we won't refund any premiums you've paid. If you pay annually, you will receive a proportionate refund of your annual premium.

If you cancel your policy your cover will end and no further premiums will be payable.



## When we can cancel your policy

We can cancel your policy, deny a claim or take reasonable action to comply with laws, regulations, sanctions regimes, international guidance and/or demands from any authorities, relating to Financial Crime Risk Management Activity.

If you, or someone acting on your behalf, gives us incorrect information, we retain the right to cancel your policy, even where we may have been able to offer alternative terms. If we do this, we won't pay claims, and may not refund the premiums paid to that point.



## How to make a complaint

Our number one priority is to provide you with the highest level of customer service, but we know that sometimes things can go wrong. We'll try to find a solution as quickly as possible.

We can usually sort out most issues straightaway. If it takes longer, we'll contact you to let you know who will be dealing with it and what the next steps are.

After looking into your complaint we'll respond as quickly as possible. We'll keep in touch with you until your complaint has been resolved. If you disagree with our decision, feel we have misunderstood anything or you would like to give us more information please let us know.

You can contact us by phone, letter or email using the details in the section headed 'How to get in touch with us'.

You can also contact us by secure message if you have access to your online account.

If you're unhappy with our final response to your complaint, the Financial Ombudsman Service may be able to help.

You can find out more about the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or you can contact them:

Making a complaint will not affect your legal rights.

**By phone**

**Call**  
0800 023 4567  
or  
0300 123 9123

**By email**

complaint.info@financial-ombudsman.org.uk

**By post**

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR



## Additional information and general conditions

We may make changes to the 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 advance of any changes being made.

We have the right by notifying you to:

- cancel this policy; and
- not pay a claim on this policy; and
- take other reasonable action

In order to comply with laws, regulations, sanctions regimes, international guidance and/or demands from any authorities, relating to Financial Crime Risk Management Activity.

The right to exercise any option under the policy or to exercise any right conferred by the 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.

## 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 the continuity of your current policy. The FSCS may arrange for the 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](http://www.fscs.org.uk) or calling 0800 678 1100.

## Solvency and Financial Conditions Report (SFCR)

Legal & General are required to publish an annual Solvency and Financial Condition Report (SFCR) describing our Business and its Performance, our System of Governance, Risk Profiles, Valuation for Solvency Purposes and Capital Management. Our latest SFCR is available at: [www.legalandgeneralgroup.com/investors/library](http://www.legalandgeneralgroup.com/investors/library).

## Our Regulator

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are registered on the Financial Services Register under number 117659. You can check this at [register.fca.org.uk](http://register.fca.org.uk) or telephone them on 0800 111 6768.

## Alternative formats

If you would like a copy of this in large print, braille, PDF or in an audio format, call us on **0370 010 4080**. We may record and monitor calls. Call charges will vary.

[legalandgeneral.com](http://legalandgeneral.com)

Legal and 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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