

# Whole of Life Protection Plan

## Your Policy Terms and Conditions

These Policy Terms and Conditions, together with your Policy Schedule, form your contract with Legal & General. When we say 'we', 'us' or 'our' in this document, we mean Legal & General Assurance Society Limited.

When we say 'you' or 'your' we mean the owner(s) of the policy who is/are legally entitled to receive the amount of cover when a valid claim is made. This may include trustee(s), assignee(s) or personal representative(s) (where appropriate) and may be the life insured.

When we say 'life insured' we mean the person whose life is covered under the policy. If there is more than one life covered then this definition covers all lives insured.

The Policy Schedule will show the details of your cover.

## Eligibility

You can apply for a policy as long as you're aged 18 - 84.



## Your cover

### Who is covered?

Your policy can cover just one person (single life policy) or it could cover two people (joint policy). The Policy Schedule will show who is covered.

### When will your policy pay out?

This policy will pay out when the life insured dies.

If this is a joint policy we will only pay out the amount of cover once, but you can choose when this would be, either:

- the first of the lives insured dies (joint life first death), or
- when both lives insured have died (joint life second death).

### When won't your policy pay out?

Cover will not be provided:

- X** if within the first year of the policy, death occurs as a result of suicide, or intentional and serious self-injury, or an event where, in our reasonable opinion, the person covered took their own life. In determining whether death was caused by suicide, 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.
- X** if the definitions given within the Policy Terms and Conditions are not met or if the premiums under your policy aren't up to date
- X** if the policy is offered or issued subject to the cancellation of a specified policy, and you did not cancel it
- X** for any exclusions, as specified in your Policy Schedule
- X** if the policy is cancelled, or you stop paying premiums.

## Cover type

### Level cover:

The amount of cover will stay the same unless you change your policy.

### Increasing cover:

If you choose an increasing plan, the amount of cover will increase in line with changes in inflation. This means you'll need to make higher premium payments for your policy each year.

We'll increase your 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.

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.

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.

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.

### 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, so you won't receive the benefit of increasing your cover as the costs of goods and services rise in future.

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

- i. Your policy schedule will show which type of cover you have.

## Premiums

Your premiums are due from your policy start date and can be paid monthly or yearly. If you pay your premiums yearly and a valid claim for death of the life insured is received, we will pay a pro-rata refund of the premium for the remaining months of that year.

We reserve the right to cancel your policy if any premiums are not paid within 60 days of their due date. We'll write to notify you if your premium has not been received by us. If we cancel this policy, we will not refund any premiums already paid and your cover will end.

### Guaranteed premiums:

The premiums are fixed and will not increase unless you make changes to your policy.

### Increasing cover:

If chosen, this option allows you to increase your amount of cover in line with inflation. 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 bread, milk and petrol through to housing expenses such as mortgage interest payments. This means that as the costs of goods and services rise over time, the amount you're covered for will too. So when you make a valid claim, the money you'd receive continues to cover what you need it to.

With an increasing plan, your monthly premium will increase in line with the change in the Retail Prices Index (RPI) multiplied by 2. The maximum amount we'll increase the monthly premium is 20% per year.

- i. Your Policy Schedule will show you the type of premium you pay and the type of cover you have. If you have increasing cover the "Increasing cover" section above will apply.



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## Benefits

### Waiver of premium

Waiver of premium can be chosen at the start of the policy for an additional cost. This benefit means that if a person covered by the policy meets our definition of incapacity for 26 consecutive weeks, you won't have to pay premiums. This will continue until the earlier of:

- the end of the period of incapacity, or
- the life insured's 70th birthday; or
- the policy ends.

We won't waive your premiums after the life insured's 70th birthday.

### Definition of incapacity:

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

- if the person covered is in paid employment when the claim is made, incapacity means 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 they're not carrying out any other occupation or paid employment; or
- if the person covered is not in paid employment and they're unable to do three or more of the following [Functional Assessment Tests](#) as a direct result of an illness or injury which occurred after the policy start date.

## Functional Assessment Tests

Walking	The ability to walk a distance of 200 metres on flat ground with or without the aid of a walking stick and without stopping or experiencing discomfort.
Bending	The ability to get into or out of a standard saloon car and the ability to bend or kneel to pick up an object from the floor and straighten up again.
Communicating	The ability to answer a telephone and to take a message.
Reading	Having the required eye sight (corrected if necessary) to be able to read a daily newspaper.
Writing	Having the physical ability to write legibly using a pen or pencil without aid.
Climbing	Having the ability to climb up a flight of 12 stairs without stopping or suffering severe discomfort.

We may need the person covered 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:

- a. reside or travel within the UK
- b. reside or travel within the European Union, or
- c. 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 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.

Claims must be notified to us within 16 weeks of incapacity, otherwise we will consider the start of their incapacity to be 16 weeks before the date we are told.

## When this benefit is not available:

You won't be able to include Waiver of Premium if:

- you are 64 years old or older when your application is accepted
- after assessment, we have had to increase your premium
- we've applied an exclusion (something we'll not cover you for).

## Exclusions

We won't pay premiums if the event of incapacity arises from or is aggravated by:

- intentional self-inflicted injury or attempted suicide
- alcohol abuse or the taking of drugs other than under the direction of a registered medical practitioner
- either directly or indirectly from any war, whether declared or not, or
- any exclusions as specified in the section headed 'When won't your policy pay out?' (page 2).



# Making changes to your policy

There are different ways to change your cover if you find your needs have changed over time. When you ask to make a change we may need the person covered by the policy to answer some questions about their current circumstances. Depending on the answers we may not be able to make the change you request.

If we need to issue you a new policy so we can make the change, it may have different terms & conditions. The premium will be based on the rates available when the new policy is issued. We'll let you know if this is the case before we make any changes.

## Changing your policy

If this option is shown in your Policy Schedule, you'll be able to increase the amount of cover within six months of one of the following events happening to a person covered by the policy:

**For family protection:** You can increase the amount of cover before the life insured's 55th birthday without providing any more medical information in the event of:

- a. the life insured entering into marriage or a registered civil partnership, or
- b. the life insured gets divorced or dissolves the registered civil partnership, or
- c. the birth of the life insured's child, or
- d. the life insured legally adopting or becoming the legal guardian of a child, or
- e. an increase to the life insured's mortgage by reason of a house move or undertaking major home improvements
- f. the life insured gets a salary increase as a result of a new job or promotion.

There is no maximum limit on the amount of times you can use this option as long as you do not exceed the maximum amount of cover for all increases.

The maximum total of all increases permitted is £200,000.

**For Inheritance Tax (IHT):** You can increase the amount of cover before the life insured's 70th birthday without providing any more medical information in the event of:

- a. an increase in IHT liability due to an inheritance, or
- b. an increase in the IHT rate, or
- c. a reduction in the IHT bands, exemptions or reliefs.

Option a. must be used within six months of the event and b. and c. must be used within 3 months of the event. If we request relevant documents in relation to the events, you must provide them to us. There is no maximum limit on the amount of times you can use this option as long as you do not exceed the maximum amount of cover for all increases.

## The amount of cover can increase by:

If this is used for family protection, the lower of:

- £200,000
- 100% of the original amount of cover, or
- the amount of the increase in the mortgage.

If this is used for IHT purposes, the lower of:

- £200,000
- 100% of the original sum assured
- the amount of increase in IHT liability.

To be able to use this option you must have taken out the policy before the life insured's 55th birthday.

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

- not include a 'changing your policy' option
- 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, and
- be subject to the premiums, terms and conditions for such policies at the time the additional policy is issued.

If we're not able to offer your chosen policy, we'll offer you a reasonable alternative. We may need to see evidence of the event before we can increase the amount of cover. If a claim is made for Waiver of Premium, you won't be able to use this option until the end of their incapacity. **i)** For joint policies, the maximum age limits apply to the oldest person covered.

## Other changes

You can request any of the following changes:

- Decrease the amount of cover
- Change the frequency of your premiums between yearly and monthly

We'll let you know at the time whether your request is possible.



## Additional information

### How we use your personal information

During the application process we will ask you for the life insured's date of birth, details of any medical history and recent lifestyle and smoking habits to determine the premium and cash sum and offer you a policy. You are required to answer questions honestly and accurately.

- If the life insured (or an agent acting on their behalf) deliberately or recklessly provide an inaccurate answer, 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 the life insured (or an agent acting on their 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 at the time of application.

### Changes to the Policy Terms and Conditions

We may make fair and reasonable changes to these Policy Terms and Conditions. We will only do so:

- to make our terms clearer or more favourable to you
- if there are any relevant changes in legislation, regulation or taxation.

### How we will communicate with you

All communication in relation to the policy will be in English

### Tax

The cash sum paid on your death will normally form part of your estate, so may be subject to inheritance tax. Tax information is based on our interpretation of current law and HM Revenue & Customs practice. How taxation will affect you will depend on your individual circumstances. Tax legislation may change in the future. There may be other taxes or costs that exist that are not paid or imposed by us.

### Solvency and Financial Conditions Report (SFCR)

We 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)

### Can I cancel my policy?

You can cancel this policy at any time by contacting us.

Once the policy starts we will send you a notice of your right to cancel. If you cancel the policy within 30 days of receiving the notice, we will refund any premiums paid. If you cancel the policy after 30 days and pay monthly premiums, you will not get any money back. If you pay annually you will receive a proportionate refund of your annual premium. We may need further information to cancel your policy if it has been placed in Trust. If you cancel this policy, the policy will end. No further premiums will be due, and the cash sum will not be payable.

### How do I make a complaint?

We take complaints seriously, if you're unhappy about any aspect of the service you've received from us, or you'd like a copy of our complaints procedure, please refer to our contact details below.

If you're not happy with our response, you may be able to take your complaint to [The Financial Ombudsman Service](http://www.financial-ombudsman.org.uk).

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR Telephone: **0800 023 4567** or **0300 123 9123**.

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Making a complaint will not affect your legal rights.

## How do I make a claim?

The amount of cover will be paid to the legal owner of the policy. This means we will pay the claim to the personal representative of the life insured's estate (usually the executor named in their will or next of kin) for a single life or joint life second death policy, or the surviving life insured of a joint life first death policy.

If the policy is owned by a business then we will pay the claim to the business.

If the policy has been placed in trust, we will pay the claim to the trustees, and if the policy has been assigned, we will pay the claim to the assignees.

## Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS is designed to pay a compensation if a firm is unable to pay claims because it has stopped trading or been declared in default. You may be entitled to compensation from the scheme if we cannot meet our obligations. Whether or not you are able to claim and how much you may be entitled to will depend on the specific circumstances at the time of your claim.

For further information about the scheme please contact the FSCS at: [www.fscs.org.uk](http://www.fscs.org.uk) or call them on: **0800 678 1100**.

## Law

The policy is governed by English Law.

## Our Regulator

We are regulated by the [Financial Conduct Authority](http://www.fca.org.uk) and the [Prudential Regulation Authority](http://www.pra.org.uk). 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**.



# How to contact us

Reason for contact	Phone number & email address	Contact address
<ul style="list-style-type: none"><li>• General enquiries</li><li>• Cancel your policy</li><li>• Make a complaint</li></ul>	<p><b>0370 010 4080*</b></p> <p>Monday to Friday 9am to 5pm</p> <p><a href="mailto:protection.customerenquiries@landg.com">protection.customerenquiries@landg.com</a></p>	<p>Legal &amp; General Assurance Society Limited, City Park, The Droveway, Hove, East Sussex, BN3 7PY</p>
<ul style="list-style-type: none"><li>• Death claims</li><li>• Waiver of premium</li></ul>	<p><b>0800 137 101*</b></p> <p><b>0800 027 9830*</b></p> <p>Monday to Friday 9am to 5pm</p> <p><a href="mailto:MyClaim@landg.com">MyClaim@landg.com</a></p>	

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

## Alternative formats

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

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