Lifetime Care Plan

Terms and Conditions



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Introduction

This booklet is intended to help you understand the Lifetime Care Plan.

References to '**you**' in this booklet mean the individual in need of long-term care.

References to '**we**' or '**Legal & General**' in this booklet mean Legal and General Assurance Society Limited.

Where we use the word '**Plan**', we are referring to the Lifetime Care Plan.

More definitions of capitalised words can be found in the back of this booklet.

In return for a single lump sum Premium (minimum £10,000), our Lifetime Care Plan pays a monthly Payment directly to your UK Registered Care Provider to help you meet the costs of care for the rest of your life.

A Lifetime Care Plan provides a range of options. The Terms and Conditions applying to all options are set out in this booklet. Every option affects the cost of the Plan; and some have a greater effect than others. The options applicable to the Lifetime Care Plan will also be set out in the Quote.

This booklet is intended for reference both before and after the Lifetime Care Plan has been bought.

It is an important document and should be kept in a safe place.

If you're looking at it before buying, we recommend that you also read the following:

- Your personal Lifetime Care Plan Quote.
- The Key Features Document.

If you buy our Lifetime Care Plan, then you should read these Terms and Conditions with the Plan Schedule.



1. The Plan

We (Legal and General Assurance Society Limited) will issue the Lifetime Care Plan to you as set out in the Quote in return for a single Premium.

You are the individual insured under the Plan who is entitled to receive or direct the amounts payable under the Plan.

1.1 We will make Payments from the Plan to the UK Registered Care Provider(s), or in certain cases, to you, in line with the Terms and Conditions as set out in this booklet and the Quote.

1.2 All amounts due to or from us must be paid in sterling to or by our principal administration office at:

Legal & General, Four Central Square, Cardiff, CF10 1FS.

Payments must be made in a way that is acceptable to us. This will normally be in sterling to a UK bank account. If we agree to arrange for anything else, you will bear any additional costs that arise.

1.3 Notices for you shall be sent by us to the address held by us on file, or that of your Legal Representative.

1.4 You or the UK Registered Care Provider who is entitled to receive the Payment under the Lifetime Care Plan must, on request, confirm in writing to us that you or they have received the Payment.

1.5 The Lifetime Care Plan will only make Payments to a UK Registered Care Provider. If you move overseas and care is no longer provided by a UK Registered Care Provider, you or your Legal Representative must inform Legal & General immediately. The Payments to the UK Registered Care Provider will stop and future Payments will instead be made to you after the deduction of any taxes payable.

2. Payments

2.1 We will make a Payment every calendar month in advance directly to your UK Registered Care Provider until the date that you die. So far as permitted by law, these Payments will be made without any deduction on account of income tax.

2.2 If we are unable to make Payments to the UK Registered Care Provider, or if you have chosen to receive the Payments directly, Payments will be made directly to you net of any tax that we must deduct.

2.3 The Plan Start Date will be the date we receive your Premium. We will specify the Plan Start Date in the Plan Schedule sent to you.

2.4 We will make the first Payment on the Plan Start Date, or as soon as possible after that date once all the required documentation has been received and approved.

2.5 We will stop making Payments to the UK Registered Care Provider or to you when you die.

2.6 When you die, your care provider, Legal Representative or Estate must notify Legal & General as soon as possible.

Any Payments that have been made to you or the UK Registered Care Provider between the date of death and the date of notification can be recovered by Legal & General from your Estate.

We can also recover any such Payments from the UK Registered Care Provider directly (and if we do so, your Estate may need to pay any shortfall required by the UK Registered Care Provider). If we successfully recover any such Payments from the UK Registered Care Provider, we will not recover the same amount from your Estate.

Recovered Payments can also include a proportion of the last Payment made to the UK Registered Care Provider before the date of death.

2.7 In a situation where you stop receiving care from the UK Registered Care Provider or where the UK Registered Care Provider becomes unregistered, ceases to trade or operate, or is insolvent, you must notify us immediately and give details of the new UK Registered Care Provider.

We will make the next Payment due to the new UK Registered Care Provider, after being notified of their details and provided that the new UK Registered Care Provider has signed the Care Provider Declaration Form. Payments can also be made directly to you at your request.

We will not be responsible for recovering any overpayments to the previous UK Registered Care Provider.

3. Tax

We will deduct from the Payments we make under the Lifetime Care Plan such tax, charge or levy, if any, as we are required by law to deduct or pay in respect of this Plan.

4. Increases in Payments

4.1 If this Plan includes increases to Payments, the Payments will increase every year in line with the Quote.

4.2 Each increase will be either a fixed percentage each year, or in line with the increase in the Retail Price Index (RPI, see section 9), depending on the option you have selected. If you have selected the RPI option, this Plan can't include the Additional Premium Protection option.

4.3 The first increase will be made on the first anniversary of the Plan Start Date, and further increases will be made on each following anniversary. Increases will be 'compounded'. This means that each increase will be based on the total Payments, including any previous increases.

5. Restrictions

5.1 In any calendar month, the total amount of the Payments we pay under the Lifetime Care Plan to the UK Registered Care Provider(s) is limited to the total amount payable to the UK Registered Care Provider(s) in respect of the care received by you.

5.2 Where there are two UK Registered Care Providers, the Payments will be allocated between the UK Registered Care Providers and will not in total exceed the monthly Payments. The allocation of the Lifetime Care Plan benefit between the two UK Registered Care Providers will be at your discretion.

5.3 If the amount payable under the Lifetime Care Plan is higher than the Payment to the UK Registered Care Provider(s), the balance will be paid directly to you less any tax that we must deduct.

6. Guaranteed Premium Protection

If you die within the first six months of the Plan, a percentage (as shown below) of the Premium (which excludes any Adviser Charge) will be returned less any Payments already made under this Plan by us.

This amount will be paid to your Estate and will depend upon the date of your death, as follows:

6.1 If death occurs less than one month after the Plan Start Date, 100% of the Premium will be returned less any Payments already made under this Plan by us.

6.2 If death occurs in the period between the first day of the second month and the last day of the third month after the Plan Start Date (inclusive), 50% of the Premium will be returned less any Payments already made under this Plan by us.

6.3 If death occurs in the period between the first day of the fourth month and the last day of the sixth month after the Plan Start Date (inclusive), 25% of the Premium will be returned less any Payments already made under this Plan by us.

If you die after the last day of the sixth month, there'll be no return of Premium to your Estate (unless you have chosen Additional Premium Protection).

7. Additional Premium Protection

If this Plan includes Additional Premium Protection (stated in the Quote), the following will apply:

7.1 If you die before the total Payments paid out under this Plan exceed the percentage of the Premium protected (stated in the Quote), the specified percentage of Premium will be returned less any Adviser Charge and Payments already made under this Plan.

7.2 If you die after the total Payments paid under this Plan have exceeded the percentage of the Premium protected (stated in the Quote), no sum will be returned.

7.3 If you die within the first six months of the Plan Start Date, the higher of the sum returned under Guaranteed Premium Protection and under Additional Premium Protection (or one such sum if they are identical) will be paid out. You will not be paid under both the Guaranteed Premium Protection and the Additional Premium Protection.



8. Incorrect information

8.1 We require certain information from you or your Legal Representative before a Lifetime Care Plan starts.

8.2 This information is normally provided in the Care Fees Plan Questionnaire and Acceptance Form and it determines the amount of Payment payable. The information which is used for this purpose includes, but is not limited to, your date of birth, medical and other relevant personal information.

8.3 If you have failed to take reasonable care when completing the Care Fees Plan Questionnaire and Acceptance Form and as a result, information which we have asked for has not been notified or proves to have been incorrectly and/or incompletely notified, Legal & General may adjust the Payments to the amount which would have been payable had the correct information been notified originally.

8.4 Also, an additional adjustment may be made in respect of the period between the Plan Start Date and the date of amendment. If the result of the adjustment described above is that the amount of Payment is reduced, you will be required to return or reimburse any overpayments received by you or the UK Registered Care Provider, as soon as possible.

8.5 If any Payment is paid to any person and it later becomes apparent that the Payment was not due to that person, the person to whom it was paid will be required to return any such Payment as soon as possible unless: a) the Payment was made as a result of an error by us, and b) we agree that it would not be reasonable to return any such Payment. You agree to help us obtain any such overpayment.

9. Retail Price Index

9.1 This section applies only to any Payment which increases in line with the Retail Price Index.

9.2 The Retail Price Index is an index of the cost of all goods, reflecting changes in those costs from month to month. It is produced by the Office for National Statistics.

9.3 When we work out the amount of any increase in Payment, we will refer to the increase in the Retail Price Index over an appropriate 12 month period based on the anniversary of the Plan Start Date. The 12 month period will be measured up to a point six months before the anniversary date. We will then apply any increase on the actual anniversary date.

9.4 If the Retail Price Index decreases over the 12 month period used, the Payment will not decrease but will be frozen. The Payment will not then be increased until the Retail Price Index exceeds the level it attained prior to the decrease. The next increase in Payment will be measured from the level of the Retail Price Index prior to the decrease as if the Retail Price Index had not fallen below the level immediately prior to the decrease.

9.5 The amount of Payment in any year will never be greater than the amount of Payment in the previous year plus the increase in line with the Retail Price Index measured during the relevant period.

9.6 If the constituents of the Retail Price Index are materially changed or the Retail Price Index is discontinued, Legal & General may (to the extent permitted by law) cease to refer to the Retail Price Index and instead refer to the index used to measure the increase in respect of issues of UK government index-linked gilts or such other index as Legal & General considers appropriate.

10. Evidence of entitlement

Before we make any Payment, we may need to obtain satisfactory evidence that you are still alive.

11. Cash-in or assignment

The benefits provided by the Lifetime Care Plan can't be assigned to anyone else, cashed in or exchanged for a lump sum. This does not impact your ability to cancel the Lifetime Care Plan in accordance with Section 12.

12. Cancellation

You have 30 days from the date you receive our confirmation that your Lifetime Care Plan has started to change your mind and cancel your Plan.

If you wish to cancel your Plan, please write to us at:

Legal & General Retirement, PO Box 809, Cardiff, CF24 0YL.

You can also call us on **0345 070 2459**.

Lines are open Monday to Friday, 9am to 5pm. We may record and monitor calls. Call charges will vary. All our call centres are UK based.

If you don't cancel within 30 days, your Plan will continue with us and we'll pay the monthly Payments for the rest of your life.

If you decide to cancel within 30 days we'll return your original Premium (i.e. the Purchase Amount paid by you less any Adviser Charge) less any Payments we've already made.

13. Changes to the Plan

We can unilaterally change the terms of the Plan to respond proportionately to changes in law, or to meet regulatory requirements. We will inform you at the earliest opportunity either before the change if practicable, or after the change. Legal & General will not be responsible for any loss occurring as a result of any changes.

14. General

14.1 Governing Law

The Plan will be governed by and construed in accordance with the laws of England. The English courts are to have exclusive jurisdiction to settle any disputes or claims that may arise out of or in connection with the Plan.

14.2 Rights of Third Parties

We and you can enforce the terms of the Plan. Nothing in the Plan expressly or impliedly confers any right on any third party to enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999. For the purpose of this section, a third party is any party that is not the Care Recipient or Legal & General.

Defined terms schedule

Acceptance Form	The form completed and signed by you or your Legal Representative to apply to purchase the Lifetime Care Plan.
Additional Premium Protection	The optional premium protection element of a Lifetime Care Plan which is described in these Terms and Conditions, the Key Features Document and the Lifetime Care Plan Quote.
Adviser Charge	The charge payable to the Financial Adviser in relation to advice given for recommendation of the Lifetime Care Plan, being an amount or percentage of the Premium as set out in the Care Fees Plan Questionnaire and Lifetime Care Plan Quote.
Care Fees Plan Questionnaire	The form completed and signed by you or your Legal Representative and your Financial Adviser to enable us to provide you with a Quote.
Care Recipient	The individual who is the beneficiary under the Lifetime Care Plan, being a person who is in receipt of care from a UK Registered Care Provider and is otherwise a Qualifying Individual.
Deputyship Order	A deputyship order sets out a deputy's powers. A deputy is a person appointed by the Court of Protection to be legally responsible for someone who lacks capacity to make decisions for themselves where there is no Power of Attorney.
Estate	The properties, belongings and assets of the Care Recipient following the Care Recipient's death.
Enduring Power of Attorney	A valid enduring power of attorney granted by the Care Recipient before 1 October 2007 and registered with the Office of the Public Guardian.
Financial Adviser	The Financial Adviser who is authorised to provide advice in relation to a Lifetime Care Plan to the Care Recipient and/or the Care Recipient's Legal Representative.
Guaranteed Premium Protection	The premium protection automatically included in a Lifetime Care Plan which is described in these Terms and Conditions, the Key Features Document and the Lifetime Care Plan Quote.
HMRC	His Majesty's Revenue and Customs.
Key Features Document	The document titled "Key Features of the Lifetime Care Plan" produced by Legal & General and sent to the Care Recipient.

Lasting Power of Attorney	A valid lasting power of attorney granted by the Care Recipient in accordance with the Mental Capacity Act 2005 and registered with the Office of the Public Guardian.
Legal & General	Legal and General Assurance Society Limited.
Legal Representative	The person to whom power has been granted by the Care Recipient under an Enduring or Lasting Power of Attorney or Deputyship Order.
Lifetime Care Plan or Plan	The Legal & General Lifetime Care Plan.
Lifetime Care Plan Quote or Quote	The quote produced by Legal & General for the Care Recipient in respect of the Lifetime Care Plan.
Lifetime Care Plan Terms and Conditions or Terms and Conditions	This booklet.
Immediate Needs Annuity	The meaning given to such term in section 725 of the Income Tax (Trading and Other Income) Act 2005.
Payment	The monthly Payment made by Legal & General to you or your UK Registered Care Provider(s), as set out in the Lifetime Care Plan Quote and Plan Schedule.
Plan Schedule	The schedule we send to you containing specific details about your Plan (such as your Plan number and Payment amount).
Power of Attorney	Enduring Power of Attorney or Lasting Power of Attorney.
Premium	The amount paid by you to purchase the Lifetime Care Plan (being the Purchase Amount less the Adviser Charge).
Purchase Amount	The total of: (i) the Premium; and (ii) any Adviser Charge.
Qualifying Individual	An individual who is unable to live independently without assistance and is in receipt of accommodation, goods or services from a UK Registered Care Provider which it is necessary or desirable to provide because that individual has a mental or physical impairment, injury, sickness or other infirmity which is expected to be permanent.
RPI or Retail Price Index	The Retail Price Index as published by the Office for National Statistics.
Start Date or Plan Start Date	The date that your Plan starts, as shown in your Plan Schedule.

UK Registered Care Provider	A “care provider”, as defined in section 726 of the Income Tax (Trading and Other Income) Act 2005, but only where such provider is: **[a]** providing care in England and is registered under Part 2 of the Care Standards Act 2000 or Chapter 2 of Part 1 of the Health and Social Care Act 2008; **[b]** providing care in Wales and is registered under Part 2 of the Care Standards Act 2000; **[c]** providing care in Scotland as, or as part of, a service which is registered under Part 1 of the Regulations of Care (Scotland) Act 2001; or **[d]** providing care in Northern Ireland and is registered either under (a) Part 2 or 3 of the Registered Homes (Northern Ireland) Order 1992, or (b) Part 3 of the Health and Personal Social Services (Quality, Improvement and Regulation) (Northern Ireland) Order 2003, in each case, where such registration is in respect of the provision of care.
Care Provider Declaration Form	The declaration form signed by the UK Registered Care Provider sent out with the Lifetime Care Plan Quote.

Get in touch

You can call us on

0345 070 2459

Open Monday to Friday, 9am to 5pm.

We may record and monitor calls. All of our call centres are based in the UK.

You can email us at:
lcp@landg.com

You can write to us at:
Legal & General Retirement,
PO Box 809, Cardiff, CF24 0YL

You can visit our website at
legalandgeneral.com/retirement

Additional support and alternative formats

Please contact us if you have any special circumstances you'd like to tell us about. We may be able to provide some additional support.

You can also request this document in Braille, large print or audio.

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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