Effective: 31/10/2024

Fracture Cover
Your Policy Terms and Conditions

Fracture Cover is insured by **AXIS Specialty London (the insurer)** with all claims processed by **Trustedoctor**.

Fracture Cover is arranged through Legal & General Partnership Services Limited as agent of the insurer and administered by Legal and General Assurance Society Limited.

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

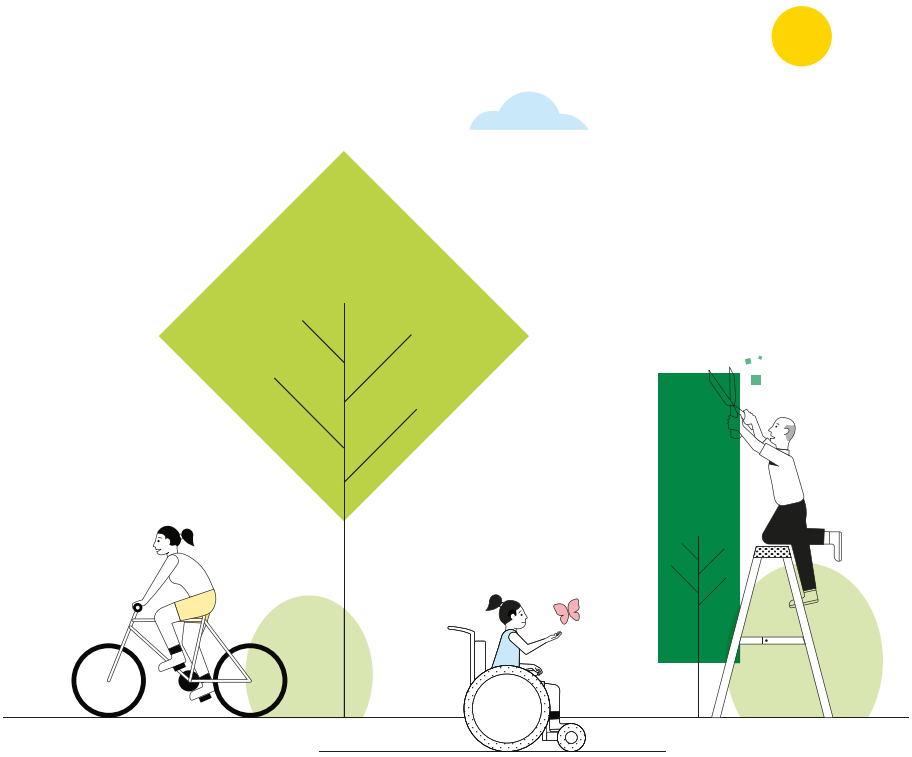
When we say 'you' or 'your' we mean the owner/s of the policy who is/are legally entitled to receive the amount of cover when a valid claim is made.

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 words in **bold** are defined terms with specific meanings. A glossary of these terms can be found in the 'Definitions' section.

Please be aware that your terms and conditions have changed since your last renewal.

AXIS Specialty London have changed the payments made for different injuries and injuries from football will no longer be covered.



Your cover

When does cover apply?

Fracture Cover is an annually renewable benefit. It begins at the inception date of your policy but will not be renewed if:

- the policy ends, in which case it will end on the **policy expiry date**; or
- the life insured is turning 70 years old; or
- you can't renew the benefit because:
  - the life insured is resident outside of the UK; or
  - our relationship with **Trustedoctor** or **AXIS Specialty London** comes to an end; or
  - there has been any change of law, regulatory requirement or taxation which means we can no longer offer Fracture Cover.

There may be circumstances where we are no longer able to offer this benefit. If this applies, then we will contact you with reasonable notice, remove the benefit from your policy and recalculate your premiums accordingly.

We will contact you 30 days before the **renewal date** to let you know if your premium or the terms and conditions of the benefit have changed. We will let you know what you need to do and if:

- you chose to opt out from automatically renewing. If so, your cover will stop the day before the **renewal date**. You can still renew your cover by contacting us at least five days before the **renewal date** using one of the methods shown in the section headed 'Useful Contacts'.
- you chose to automatically renew. If so, your cover will automatically continue on the **renewal date**, even if the premiums have changed. You must tell us at least five days before the **renewal date** if you don't want to renew. You can cancel the automatic renewal feature at any time, using one of the methods shown in the section headed 'Useful Contacts'.
- we won't renew the option. If this happens, the policy will continue without Fracture Cover and we will recalculate your premium.
- the scenario arises where your policy is due to end in less than 12 months at the renewal date, we will continue without Fracture Cover and will recalculate your premium.

You can cancel the benefit at any time. If you do the premium for your policy will be recalculated. The benefit cannot be reinstated later.

What is covered?

The insurer will cover the life insured if they **fracture** a bone, dislocate a joint, rupture a tendon or tear a ligament as listed in the table on the following page.

Where the life insured makes a claim for multiple injuries as a result of the same event the policy will pay only the injury with the highest payment amount. There is no limit to the number of claims for separate events they can make during the term of the policy however the maximum amount the insurer will pay out for each person that is covered in any policy year is £4000. A policy year runs from the start date of the policy to the day before the policy anniversary date, and each subsequent anniversary date.

You will need to make sure the premiums for your policy continue to be paid until the insurer agrees to pay the claim. As this type of claim doesn't end the policy, your cover will continue with no change to your amount of cover. You will need to ensure your premiums are paid after **the insurer** has paid the claim if you want to continue with Fracture Cover as an additional benefit.

The insurer will pay the amount specified for each **fracture**, **dislocation**, **tendon rupture** or **ligament tear** shown in the table on the following page, or in the event of multiple injuries the highest of the amounts shown, subject to the annual limit of £4,000 per policy year.

	Type of injury
Payment per injury	**Fracture** The specified **fractures** are covered unless the **fracture** is classified as **avulsion**, fatigue, stress, hairline, chip or microfracture.
£750	**Breast bone:** Sternum **Foot:** Metatarsals, Cuneiform, Cuboid, Navicular, Calcaneus excluding all digits (phalanges) **Hand:** Metacarpal excluding digits (phalanges) **Shoulder blade:** Scapula
£1,000	**Collar bone:** Clavicle **Facial and jaw bones:** Zygomatic, Mandible, Maxila, Nasal, Lacrimal, Palatine, Vomer, Inferior nasal concha **Ribs**
£1,500	**Lower arm:** Radius, Ulna **Wrist:** Distal radius, Distal ulna, Carpal bones
£2,000	**Lower leg/ankle:** Tibia, Fibula, Talus **Spine:** Vertebra, Cervical, Thoracic, Lumbar, Sacrum, Coccyx excluding injury to the spinal discs **Upper arm:** Humerus
£2,500	**Knee:** Patella **Pelvis:** Ilium excluding ramus
£3,000	**Upper leg/hip:** Femur
£4,000	**Skull:** Cranium only excluding facial bones and jaw bone
Payment per injury	**Dislocation** All joints are covered for **dislocation** except fingers, thumbs and toes (phalanges). This is defined as the displacement of bone from its normal position at the joint requiring either regional, local, spinal or general anesthesia (not including sedation).
£1,500	**Shoulder**
£2,000	**Elbow** **Jaw** **Middle ear bones:** Ossicular chain disruption **Wrist**
£2,500	**Ankle:** Talus **Knee:** Joint, Patella **Spine:** Vertebra, Cervical, Thoracic, Lumbar, Sacrum, Coccyx excluding injury to the spinal discs
£3,000	**Hip**
Payment per injury	**Achilles tendon rupture** This covers the complete transection of the Achilles tendon.
£2,000	**Achilles tendon**
Payment per injury	**Knee ligament tear** This covers the complete tear of a cruciate knee **ligament**. Tears to collateral knee **ligaments** are not covered.
£2,000	**Knee:** Anterior cruciate **ligament** (ACL), Posterior cruciate **ligament** (PCL)

Additional information

Trustedoctor portal

To make a claim the life insured will need to register for the **Trustedoctor** portal. The life insured will have received an email from **Trustedoctor**, or they can use the following link **www.trustedoctor.com/landg-fracture-cover**, which will provide the life insured with instructions on how to activate their account to get access to their personal dashboard. Once the life insured has activated their account they can access their personal dashboard at any time.

The life insured can claim at any time within the policy term. All claims are managed by **Trustedoctor**.

When will a fracture claim not be paid?

AXIS Specialty London will not pay a claim for Fracture Cover if:

- ✗ the **fracture** is classified as fatigue, hairline, stress, **avulsion**, chip, or microfracture.
- ✗ the injury occurs as a result of a surgical procedure (for example: microfractures performed in the context of a surgical operation with the purpose of helping repair areas of damaged cartilage).
- ✗ the injury occurs in the presence of **osteoporosis** or **pseudoarthrosis**.
- ✗ the injury is self-inflicted.
- ✗ the injury occurs as a result of a cosmetic surgical procedure.
- ✗ the injury occurs while taking part in any of the following:
  - Extreme sports including, but not limited to, mountain boarding, parkour, cliff jumping, coasteering or base jumping
  - Football
  - Gaelic football, hurling or shinty.
  - Horse riding.
  - Martial arts, boxing or cage fighting.
  - Motor car or motorcycle sport.
  - Mountaineering, rock climbing, abseiling, caving or potholing.
  - Off-road mountain biking or BMX.
  - Private flying, gliding, paragliding or parachuting .
  - Rugby.
  - Skiing or snowboarding.
- ✗ the life insured is living abroad and does not get a diagnosis in one of the countries we accept (**UK**, countries that form part of the European Union, Channel Islands, Isle of Man, Australia, Canada, New Zealand, or the USA). If a report from one of the countries on the list is submitted in a language other than English, a translation must also be provided.
- ✗ the injury occurred before you took out the benefit (pre-existing condition).
- ✗ the injury occurred within the first seven days of taking out a policy.
- ✗ bodily injury arising directly or indirectly from a **cyber act**, under any circumstances. However, they will provide cover for bodily injury which is accidentally caused by or arises out of a **cyber incident**.

Conditions of Fracture Cover

- Option must be chosen at outset.
- Fracture Cover can only be added if the life insured does not already have it on another Legal & General policy.
- You can cancel this benefit at any time. If you do the premium for your policy will be recalculated. This benefit cannot be reapplied to your policy.
- Fracture Cover cannot be transferred to another product.
- Making a claim under Fracture Cover will not affect the core product or any other benefits.

This benefit will end on the earlier of:

- the day before the policy anniversary date unless renewed; or
- if the policy ends; or
- if there is a valid claim under full cover; or
- if you cancel your policy or the benefit at any stage.

Making a claim

Notifying us of a claim

To make a claim under the Fracture Cover policy, please notify **Trustedoctor** using the claims contact details in the table below. When claiming, **Trustedoctor** will need the policy number, the life insured's GP/Doctors contact details and your contact details.

To make a claim, the life insured will need to register on the **Trustedoctor** portal. The life insured will have received an email from Trustedoctor, or they can use the following link **www.trustedoctor.com/landg-fracture-cover**, which will provide the life insured with instructions on how to activate their account to get access to their personal dashboard.

Assessing your claim

Trustedoctor may send you a claim form to complete and return. In order to assess your claim **Trustedoctor** will require different evidence depending on the type of claim you are making. **Trustedoctor** may also ask for the policy booklet and any other documents they may reasonably require for the claim you are making.

If the life insured makes a claim for Fracture Cover they will be asked for copies of medical evidence from a doctor or surgeon confirming full details of the **fracture** or injury. **Trustedoctor** reserve the right to obtain radiological imaging or other objective evidence to confirm the claim.

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

Useful contacts

Reason for contact	Contact details	Contact address
Claims for Fracture Cover	**Trustedoctor** Web: **www.trustedoctor.com/landg-fracture-cover** Email: **landgfracturecover@trustedoctor.com**	Trustedoctor PO Box 77845 London SE10 1FH
To make a complaint about Fracture Cover	**AXIS Specialty London** Tel: **0207 050 9000** Email: **complaints@axiscapital.com**	Complaints AXIS Specialty London C/o 52 Lime Street London EC3M 7AF
General enquiries or to make a complaint regarding services provided by Legal & General	**Legal & General** Tel: **0370 010 4080 *** Monday to Friday 9am to 5pm	Legal & General Assurance Society Limited Four Central Square Cardiff CF10 1FS

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

How to cancel the policy

You can cancel the policy at any time. Once the policy starts we will provide you with a notice of your right to cancel.

If you cancel the policy within 30 days of receiving both the notice and the policy, we will refund any premiums paid. If you cancel the policy after 30 days, you will not get any money back.

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

How to make a complaint

If you wish to make a complaint about Fracture Cover please contact **AXIS Specialty London**.

If you wish to complain about the service you receive from us, or you would like us to send you a copy of our internal complaints handling procedure, please contact us (Legal & General).

If you remain dissatisfied, you can complain to:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: **0800 023 4567** or **0300 123 9 123**

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

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

Making a complaint will not affect your legal rights.

Financial Services Compensation Scheme (FSCS)

AXIS Specialty London is covered by the **Financial Services Compensation Scheme (FSCS)**. You may be entitled to compensation from the FSCS if AXIS Specialty London is unable to meet its obligations to you under this insurance.

If you are entitled to compensation from the FSCS, the level and extent of the compensation will depend on the nature of this insurance. Further information about the FSCS is available on their website:

www.fscs.org.uk

or you can write to them at PO Box 300, Mitcheldean, GL17 1DY.

Definitions

Avulsion fracture - is a bone fracture that occurs when a fragment of bone detaches from the main bone due to the pulling away of a ligament, tendon, joint capsule, or fascia that is attached to it.

AXIS Specialty London or **the insurer** - AXIS Specialty London is a trading name of AXIS Specialty Europe SE. AXIS Specialty Europe SE is authorised and regulated by the Central Bank of Ireland. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our privacy policy can be viewed at: **www.axiscapital.com/who-we-are/about-axis/privacy-policy**

Benefit renewal period - the 12 month period between the **policy start date** to the day before the anniversary of the policy, and each 12 month period thereafter if the benefit has been renewed.

Child or **children** - a natural **child**, legally adopted **child** (from the date of adoption) or stepchild (by marriage or registered civil partnership) of the life insured, where that **child** is younger than 22 years during the period of cover.

Computer System - any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller, including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by you or any other party.

Cyber act - for the purpose of this document **cyber act** means:
i. a deliberate, unauthorised, malicious or criminal act; or
ii. a series of related deliberate, unauthorised, malicious or criminal acts; or
iii. any threat or hoax relating to i and/or ii above, regardless of time and place, involving access to or the processing, use or operation of any **computer system**.

Cyber incident - for the purpose of this document **cyber incident** means:
i. any error or omission or series of related errors or omissions involving access to or the processing, use, or operation of any **computer system**; or
ii. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

Dislocation - the displacement of bone from its normal position at the joint requiring surgical intervention undertaken in a medical facility, which includes local injection.

Fracture/s - a break in the full thickness of a bone which is identified by an x-ray, or in the case of a fracture which is unable to be x-rayed, by confirmation from a qualified medical practitioner in the form of a medical discharge summary.

Ligament tear - a complete tear of a cruciate ligament in the knee joint confirmed by radiological imaging.

Microfracture - is microdamage that accumulates in bone as a result of physiological loading. The damage is often manifested as microcracks, which are typically 50-100mm long.

Osteoporosis - a disease that causes thinning of the bone.

Policy expiry date - the date that cover under the policy will end.

Pre-existing injury - any injury reported, diagnosed, treated or which showed related medically documented symptoms or findings (signs) before signing up for this insurance policy. This includes multiple injuries sustained over time by the insured person in the same location as the claimed injury.

Pseudarthrosis - **Pseudarthrosis** or non-union is a disease that occurs when a broken bone fails to heal after a **fracture** unless intervention (surgery) is performed.

Renewal date - the annual anniversary of the start date.

Self-inflicted - an injury is self-inflicted when it is the result of the act of intentionally harming one's own body.

Specialist - a doctor registered, or provisionally registered, with the General Medical Council and licensed to practice in the UK accessed through the **Trustedoctor** platform.

Stress/fatigue/hairline fracture - is a small crack in one of the bones caused by repetitive force.

Tendon rupture - an injury involving the rupture of a tendon requiring surgical intervention.

Trustedoctor - **Trustedoctor** is a company that specialises in the development of technology solutions and services, including Fracture Cover. These technology solutions and services can be found in the products designed and operated by its sister company, **Further Underwriting International SLU** (registered address at Paseo de Recoletos 12, 28001, Madrid, Spain, registered in the Mercantile Registry in Madrid number m-327635, tomo 18794, folio 76 and tax number (CIF) ESB83644484).

UK - England, Northern Ireland, Scotland, and Wales, Crown employee (member of the **UK** armed forces, a civil servant or a diplomat), or merchant Navy.

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

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