

POLICY TERMS AND CONDITIONS.

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1 DEFINITIONS EXPLAINED

Deferred period(s)

The number of consecutive weeks of **incapacity** during which no **monthly benefit** is payable and which must pass before any **monthly benefit** is paid. The **deferred period** is shown in **your Policy Schedule**.

If stepped **monthly benefit** applies to **your policy**, the lower **monthly benefit** will be payable during the time between expiry of the 1st and expiry of the 2nd **deferred periods**. After the 2nd **deferred period** has expired, the higher **monthly benefit** will be payable.

Earnings

Your earnings in respect of **your gainful employment** or **your gainful self-employment**.

Employed earnings

- Pre-tax **earnings** for PAYE assessment purposes earned in the 12 months before **incapacity** as detailed on **your P60** or previous 12 months' pay slips.
- P11D benefits provided that they are not paid during any period of **incapacity**.
- Dividends from a private limited company (if applicable) where **you** are in **gainful employment** and they:
 - represent **your** share in the net trading profit, and
 - are not paid during any period of **incapacity**.

Exclusions

What **you** are not covered for as shown in **your Policy Schedule** and in section 4 in these **policy** terms and conditions.

Fixed end date

The date that cover under this **policy** will end.

Gainful Employment and Gainfully Employed

Working for at least 16 hours per week under a written contract of employment and receiving a salary or wage.

Gainful Self-Employment and Gainfully Self-Employed

Working for profit for at least 16 hours per week (either alone or with others) and being liable to pay Income Tax and/or National Insurance Contributions.

Gross income

Your income before tax is deducted.

Houseperson

You will be deemed a **houseperson** for the purposes of these terms and conditions if **you** do not meet **our** definition of **gainful employment** or **gainful self-employment**.

Incapacity and Incapacitated

Your inability, caused by illness or injury, to carry out **your gainful employment** or **gainful self-employment**. If **you** are a **houseperson** **your** inability to carry out three of the Activities of Daily Living as set out in section 5.3.

Life assured

The person who is named as the **life assured** under this **policy** as shown in the **Policy Schedule**.

Monthly benefit(s)

The benefit amount as shown in the **Policy Schedule**, which may differ at the time of making a valid claim.

Occupation

Any trade, profession or type of work resulting in a salary or wage if employed, or for profit or reward if self-employed. It is not specific to any particular employer or job description.

Our, us or we

Legal & General Assurance Society Limited.

Policy

This **policy** issued by **us**, which consists of these terms and conditions and the **Policy Schedule**.

Policy anniversary date

The anniversary of the **policy date**.

Policy date

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

Policy Schedule(s)

The schedule which shows the cover that **you** have and forms part of this **policy**.

Premium(s)

The amount **you** pay to **us** for this **policy** as shown in **your Policy Schedule**.

Retail Prices Index (RPI)

The **RPI** provides an indication of inflation on a monthly basis. It measures and tracks the average change in the purchase price of goods and services such as housing expenses and mortgage interest payments.

Statutory maternity, paternity or adoption leave

The duration of statutory leave as set out and defined by government regulation.

Self-Employed earnings

For the purpose of this **policy**, **self-employed earnings** means:

- Evidence of **your** share of the annual pre-tax profit. This is the total income from the business less any expenses from running that business as permitted under HMRC guidelines.
- If **you** are self-employed for three years or more, **we** will calculate **your** yearly **earnings** based on **your** average annual pre-tax profit over three complete years prior to **incapacity**.
- If **you** are self-employed for less than three years, **we** will calculate **your** yearly **earnings** based on **your** average annual pre-tax profit during the period of self-employment prior to **incapacity**.

You and Your

The person named as the **life assured** on the **Policy Schedule**.

2 INTRODUCTION

Any words in this document that appear in **bold** are explained in section 1.

This is an Income Protection Benefit **policy**. It is designed to provide a **monthly benefit** if **you** are unable to work, due to **incapacity**, before the **fixed end date**.

This **policy** sets out **your** contract with **us** and should be kept in a safe place.

This **policy** consists of:

- a **Policy Schedule**; and
- these **policy** terms and conditions.

Your Policy Schedule is personalised to show features, benefits and **exclusions** that apply to **your policy**.

Please read these terms and conditions and **Policy Schedule** carefully to ensure these meet **your** demands and needs. Please note general **exclusions** apply to this **policy** and are set out in section 4 and in the **policy** conditions section of **your Policy Schedule**. It's important to read them so **you** understand when **we** won't pay out.

3 COVER PROVIDED

3.1 Who is covered

The **life assured** is covered.

3.2 Period of cover

The period from the **policy date** to the **fixed end date**.

3.3 Incapacity and eligibility to claim

Section 5 sets out a number of definitions of **incapacity**. This is based on the information **you** supplied in **your** application.

We won't consider a claim that arises solely from the normal effects of pregnancy. Complications of pregnancy and/or childbirth which lead to **your incapacity** are covered by **your policy**. This will need to be diagnosed and confirmed to **us** by **your** doctor or medical consultant.

3.4 When the monthly benefit is payable

If **you** meet **our** definition of **incapacity**, the **monthly benefit** will be payable in arrears, following **your** chosen **deferred period**. The **monthly benefit** will be paid up to the **fixed end date** or, if **you** have the Low Cost Option (as set out in **your Policy Schedule**), up to the end of the maximum claim period as outlined in section 3.5. The **monthly benefit** payable will be subject to any conditions outlined in section 9.

3.5 Cover for the Low Cost Option

If the Low Cost Option applies to **your policy** as shown in **your Policy Schedule**, then the following will apply:

We will pay the **monthly benefit** for a combined total of five years under this **policy**. This period does not need to be consecutive. This includes any payments **we** make under Hospitalisation Benefit (see section 3.7). Once this five year, maximum claim period has been reached, this **policy** will end and **we** will stop paying the **monthly benefit** and will not collect any more **premiums**.

3.6 Cover for Stepped Benefit

If a stepped **monthly benefit** applies to **your policy** as shown in **your Policy Schedule**, **you** will have two **deferred periods** and two levels of **monthly benefit**. **You** will have chosen these when **you** applied for the **policy** and they will be set out in **your Policy Schedule**, detailed as the 1st **deferred period** and the 2nd **deferred period**. If this is the case, then the following will apply:

- - If **you** are **incapacitated**, **we** will pay **you** the lower **monthly benefit** at the end of the 1st **deferred period**.
- - If **you** continue to be **incapacitated**, the **monthly benefit** will increase at the end of the 2nd **deferred period** and **we** will pay **you** the higher **monthly benefit** instead of the lower **monthly benefit**.

The **monthly benefit** is subject to the maximum benefit limits as specified in section 9.

The stepped **monthly benefits** should be set up for no more than the difference between **your** maximum **monthly benefit** and **your** continuing monthly net income. For the purpose of this **policy**, continuing income includes any income payable from:

- an employer such as sick pay,
- a business including dividends,

- investments if this was taken into account in determining **your** maximum **monthly benefit** level, and
- a pension, ill-health early retirement scheme or regular payments to which **you** would be entitled from any other insurance policies due to the same **incapacity** to which any claim under this **policy** relates. For this purpose **you** should take into account payments made direct to a lender on **your** behalf, for example payments under a mortgage payment or credit protection policy.

This specifically excludes:

- income from savings.

3.7 Cover for Hospitalisation Benefit

You become eligible for Hospitalisation Benefit if, as a direct result of **your incapacity**, **you** spend at least seven consecutive nights in hospital during the **deferred period**.

The benefit payable is one thirtieth of **your monthly benefit** for each night **you** stay in hospital up to a maximum of £150 per night. **We** will pay this from the 8th day following seven consecutive nights in hospital until the earliest of:

- - Leaving hospital,
- - The end of the **deferred period**,
- - The end of the 13th week of stay,
- - The **fixed end date**, or
- - **Your** death.

If **you** chose the Low Cost Option as shown in **your Policy Schedule**, **we** will pay the Hospitalisation Benefit until the earliest of:

- - Leaving hospital,
- - The end of the **deferred period**,
- - The end of the 13th week of stay,
- - The **fixed end date**,
- - **Your** death, or
- - **You** reaching the end of the maximum claims period as specified in section 3.5.

If a stepped **monthly benefit** applies to **your policy** as shown in **your Policy Schedule**, Hospitalisation Benefit will be based on the lower **monthly benefit**.

3.8 Cover payable upon death (Life Cover)

If **you** die before the **fixed end date** **we** will pay life cover equal to the annual **premium** if **premiums** are paid annually, or 12 monthly **premiums** if **premiums** are paid monthly.

This is a single payment based on the **premiums** applicable to **your policy** immediately prior to **your** death. Once **we** have made this payment **your policy** will end.

4 EXCLUSIONS – WHEN WE WILL NOT PAY A CLAIM

We won't pay the **monthly benefit** or Hospitalisation Benefit for **incapacity** arising from or being aggravated by:

- a) Alcohol and/or solvent abuse, or the taking of drugs (unless these drugs were prescribed by a registered doctor in the UK), or
- b) Any other **exclusions we** have specified in the **Policy Schedule**.

Should **you** become **incapacitated** during the final 12 months of the **policy**, no **monthly benefit** will be payable if the **deferred period** ends after the **fixed end date**.

5 DEFINITIONS OF INCAPACITY (DEFINITION TO BE MET FOR A VALID CLAIM)

5.1 Introduction

To claim for the **monthly benefit you** will need to meet one of the incapacity definitions listed below (this may be different to the incapacity definition shown in **your Policy Schedule**).

5.2 Incapacity definition: Own occupation

If **you** are in **gainful employment** or **gainful self-employment** at the time of **incapacity we** will consider **you** to be **incapacitated** once **we** have assessed **your** claim as set out in section 8.2 and are satisfied that **you** have no capacity for working in **your own occupation**, on any basis, as a direct result of **your** injury or illness.

5.3 Incapacity definition: Activities of Daily Living

If **you** are a **houseperson** at the time of **incapacity we** will consider **you** to be **incapacitated** once **we** have assessed **your** claim as set out in section 8.2 and are satisfied that **you** are unable to undertake at least three of the tasks from the activities list in section 5.4 for a sustained period and as a direct result of **your incapacity**.

5.4 Activities of Daily Living test for incapacity

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.

6 INDEXATION

If indexation benefit is shown in **your Policy Schedule**, the **monthly benefit** will increase in line with changes in inflation on each **policy anniversary date** with no need for further medical evidence. The **premium** will also increase in the event of the **monthly benefit** increasing.

The **monthly benefit**, including any increases already made, will increase in line with the change in the **Retail Prices Index (RPI)** over a 12 month period.

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

6.1 Notification of an increase

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

6.2 Increase limits for your monthly benefit

If the change in **RPI** is less than or equal to 1%, **we** will not increase **your monthly benefit**.

If the change in **RPI** is more than 10%, **we** will only increase **your monthly benefit** by 10%.

6.3 How your premium will increase

Your premium will increase at a different rate to **your monthly benefit** because it's indexed in line with the change in **RPI** multiplied by 1.5, which takes into account the fact that the likelihood of claiming increases as **you** get older. This is subject to a maximum increase of 15%. If there's been no change to **your monthly benefit** then there'll be no change to **your premium**.

6.4 Your options

6.4.1 Accept the increase

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

If **your monthly benefit** increases above the maximum allowed by **your employed earnings** or **self-employed earnings** as outlined in 9.1, or for a **houseperson** as outlined in 9.4, then the **monthly benefit** may be more than **we** will pay out if **you** make a claim.

6.4.2 Decline the increase

When **we** notify **you** of an increase, **we** will give **you** the option to decline it. To do this, **you** must complete and return the form enclosed with the letter **we** send **you** by the date shown.

If **you** choose to decline the increase to the **monthly benefit** and **premium**, then the indexation benefit will be withdrawn and **you** will not be given the option to increase the **monthly benefit** in the future.

7 PREMIUMS

7.1 Paying your premiums

Premiums are due from the **policy date** and paid monthly or annually as shown in **your Policy Schedule**. **Premiums** are payable up to, but not including, the **fixed end date**.

7.2 If you don't pay your premiums

We are entitled to cancel this **policy** if any **premiums** are not paid within 30 days of their due date. If **we** decide to cancel this **policy**, **we** will notify **you** in writing and the **policy** will end, **you** won't need to pay any further **premiums** and **you** won't be able to claim any benefits under the **policy**. **We** won't refund any **premiums you** have already paid.

7.3 Premium payment during your deferred period

You must continue to pay **premiums** during **your deferred period** (for Stepped Benefit the 1st **deferred period**) and whilst **we** are processing **your claim**. **We** will tell **you** when **you** no longer need to pay **premiums** and then arrange for these to be suspended while **we** pay **your monthly benefit**. **We** will return any overpaid **premiums** to **you**. If **you** don't continue to pay **premiums** during **your deferred period**, **you** won't be able to claim a **monthly benefit** at the end of the **deferred period**.

7.4 Premium payment whilst you are receiving the monthly benefit

We will stop taking **premiums** whilst **you** are being paid the **monthly benefit**.

8 MAKING A CLAIM

8.1 Notifying us of a claim

If **you** need to make a claim under this **policy**, please let **us** know using **our** claims contact details in section 12.1.

You must notify **us**:

- - within two weeks of the start of **incapacity** if **your Policy Schedule** shows **you** have a four week **deferred period**, otherwise
- - within four weeks of the start of the **incapacity**.

If **you** unreasonably delay in telling **us** of a claim the **deferred period** may be deemed to have started not more than four weeks before the date that **we** were notified of a claim.

You must not be working in any **occupation** during the **deferred period** and whilst the **monthly benefit** is being paid.

8.2 Assessing your claim

We will need some information from **you** such as details of **your incapacity**.

We will also request any relevant financial information, such as proof of **your earnings** and medical consent from **you** to allow **us** to contact the doctor(s) treating **you** throughout the period of **incapacity**. When **we** have received all forms and **your** medical consent, **we** will request medical information from **your** doctor so **we** can consider **your** claim. If **you** are in **gainful employment** **we** will request **your** consent to allow **us** to obtain information relevant to **your** claim from **your** employer.

If **we** accept **your** claim **we** will start **your monthly benefit** payments at the end of the **deferred period** and will pay them monthly in arrears.

9 PAYMENT OF CLAIMS

The **monthly benefit** payable in the event of a valid claim is subject to the restrictions as set out in this section.

9.1 Maximum monthly benefit payable

We will limit **your monthly benefit** payment as follows:

a) If **you** are **gainfully employed** at the point of **incapacity**

The total amount of **monthly benefit** payable in any one year will be limited to 60% of **your** yearly **employed earnings** up to, and including, £30,000 plus 50% of **your employed earnings** over £30,000,

b) If **you** are **gainfully self-employed** at the point of **incapacity**

The total amount of **monthly benefit** payable in any one year will be limited to 60% of **your** total yearly **self-employed earnings** up to, and including, £30,000 plus 50% of **your** yearly **self-employed earnings** over £30,000. If **you** were self-employed for 12 months or less, **we** will limit **your** total **monthly benefit** to 35% of **your** yearly **earnings** at the point of **incapacity**.

Whether **you** are **gainfully employed** or **gainfully self-employed** at the point of **incapacity**, the total **monthly benefit** limit includes the following sources of continuing income:

- 60% of any **gross income** from an employer such as sick pay,
- 60% of any **gross income** from a business including dividends, received from a private business to represent your share in net trading profit,
- 60% of any **gross income** from investments if this was taken into account by **us** in determining **your earnings** for the **monthly benefit** level,
- 60% of **gross income** from any pension or ill-health early retirement schemes due to the **incapacity** to which any claim under this **policy** relates, and
- any regular payments to which **you** are entitled from any other insurance policies due to the **incapacity** to which any claim under this **policy** relates. For this purpose **we** will take into account payments made direct to a lender on **your** behalf, for example payments under a mortgage payment or credit protection policy.

This specifically excludes:

- any income from savings.

The **earnings we** use for assessment relates to **your earnings** immediately before **your incapacity**.

The benefit **we** pay may affect **your** claim to some means-tested State benefits. Any employment related non-means tested state benefits (such as contributory Employment and Support Allowance (ESA) and Statutory Sick Pay) will not be deducted from the **monthly benefit**.

9.2 Income Guarantee

Your monthly benefit at claim is calculated based on **your earnings** immediately before **you** were **incapacitated**, not **your earnings** at the start of **your policy**. This could mean that if **your earnings** go down, **you** may not receive what **you** asked for. The Income Guarantee is in place to ensure the **monthly benefit we** pay **you**, plus any continuing income **you** receive whilst **incapacitated**, provides **you** with the chosen **monthly benefit** as stated in **your Policy Schedule**, subject to a limit of £1,500.

We will base the Income Guarantee on the lower of £1,500 per month or **your** chosen **monthly benefit** at the start of **your policy** even if **your earnings** at the time of claim do not support this level of **monthly benefit**.

If **you** are a **houseperson** at the time of **your incapacity** **you** will not qualify for the Income Guarantee.

Other sources of continuing income **you** receive whilst **incapacitated**, as listed in section 9.1, will be deducted from the **monthly benefit** stated in **your Policy Schedule**, or the maximum **monthly benefit** at the time of claim, whichever is greater.

If the chosen **monthly benefit** was more than £1,500 per month and the maximum **monthly benefit** at claim is less than £1,500 per month, any continuing income will be deducted from the Income Guarantee (which is £1,500).

As **your** continuing income reduces, or comes to an end, the **monthly benefit** payable during the claim will increase up to but not exceeding the Income Guarantee, including any increases already made due to indexation.

9.3 Overall maximum monthly benefit

The overall maximum **monthly benefit** is subject to a limit of £200,000 a year whether section 9.1 a) or section 9.1 b) applies. This maximum limit includes the continuing income listed in section 9.1.

The maximum **monthly benefit** if **you** choose the Indexation Option is £8,333.33 per month (up to a maximum of £100,000 per year).

9.4 If you are a houseperson at the point of incapacity

We will limit the total amount payable in any one year to the lower of 12 times the **monthly benefit** or £1,666.67 per month, less any continuing income **you** receive whilst **incapacitated** as listed in section 9.1.

9.5 Linked Claims

If, within 12 months from the date that **you** return to **your occupation**, **you** become **incapacitated** again from the same or a related cause, **we** will consider this a linked claim and will not apply the **deferred period**. This means **we** will start payment of the **monthly benefit** immediately, subject to any restrictions **we** have explained in this **policy**.

9.6 Continuous Cover

Should **you** become **incapacitated** during:

a) a period of not being **gainfully employed** or **gainfully self-employed**, **you** will be entitled to receive the lower of the **monthly benefit** or £1,666.67 per month. **We** will pay this if **you** meet the definition of **incapacity** as described under section 5.3 for the duration of **your incapacity**.

If **you** return to **gainful employment** or **gainful self-employment**, **your** definition of **incapacity** will return to the definition shown in **your Policy Schedule**.

b) any period of **statutory maternity, paternity** or **adoption leave**, **you** will be entitled to receive the **monthly benefit** provided **you** are in **gainful employment** or **gainful self-employment** immediately before taking this **statutory maternity, paternity** or **adoption leave**. The definition of incapacity used will be Own Occupation as stated in your **Policy Schedule**.

9.7 Proportionate Benefit

If **you** return to **gainful employment** or **gainful self-employment** on a lower level of **earnings** than **you** received immediately before **your incapacity**, directly as a result of **your incapacity**, the proportionate **monthly benefit** will be payable.

The Proportionate Benefit will be equivalent to the reduction in **your earnings** compared to **your earnings** in the 12 months before **incapacity**.

To be eligible for Proportionate Benefit **you** must have received **monthly benefit** due to **incapacity** before resuming **gainful employment** or **gainful self-employment** on reduced **earnings**.

9.8 Conditions

For **us** to make the **monthly benefit** payments, **you** must be under regular and appropriate medical treatment as agreed with **your** treating doctor(s) for the condition that **you** are claiming for and must comply with the treatment recommendations. This may include:

- - medication,
- - physiotherapy, and/or
- - taking part in a rehabilitation programme, counselling or therapy.

We may also request that **you**:

- - attend medical examinations,
- - supply information relating to **your incapacity**,
- - be available, if required, to meet with an appointed representative at **your** home for an interview in respect of the claim,
- - undergo medical investigations (including blood tests), and/or
- - produce medical and financial evidence in order to support the claim.

The claim will be reviewed on both medical and financial grounds on a regular basis. If **you** don't provide the evidence **we** ask for **we** may stop **your monthly benefit** payments.

The **monthly benefit** will be paid one month in arrears following the end of the **deferred period** and at monthly intervals until the earliest of:

- - the end of **your incapacity**,
- - the **fixed end date**, or
- - **your** death.

If **you** chose the Low Cost Option as shown in **your Policy Schedule**, the **monthly benefit** will be paid one month in arrears following the end of the **deferred period** and at monthly intervals until the earliest of:

- - the end of **your incapacity**,
- - the **fixed end date**,
- - **you** have reached the end of the maximum claims period as specified in section 3.5, or
- - **your** death.

10 CHANGING YOUR POLICY

10.1 Guaranteed Insurability Option

If the Guaranteed Insurability Option applies to **your policy** as shown in **your Policy Schedule**, **you** have the option of increasing the **monthly benefit**, without providing further medical evidence. This option can only be used a maximum of three times per **policy**.

10.1.1 When can you use the Guaranteed Insurability Option?

You can use the Guaranteed Insurability Option:

- a) if **you** receive an increase of **earnings** due to change of employment or promotion,
- b) if **you** increase **your** mortgage, or
- c) on every third **policy anniversary date**.

This option must be used within six months of the event and if **we** request relevant documents evidencing events a) and b) stated above, **you** must provide them to **us**.

10.1.2 The amount the monthly benefit can increase by

For all increases, the **monthly benefit** may only be increased on each occasion by up to 50% of the original **monthly benefit** as shown in **your Policy Schedule**, subject to a maximum of £833.33 per month. This is providing the **monthly benefit** does not exceed the maximum allowed as set out in section 9.

10.1.3 How we provide cover for an increase

If **you** use this option **we** will set up an additional policy in respect of the increase, which will:

- - not contain a Guaranteed Insurability Option,
- - not extend beyond **your** 70th birthday or the **fixed end date** of this **policy** whichever is earliest,
- - not provide index linked benefits if indexation was not chosen at outset or if indexation has been declined by **you** at any **policy anniversary date** (further details of Indexation are set out in section 6), and
- - not have a **deferred period** shorter than the **deferred period** of this **policy**.

If the Stepped Benefit option applies to **your policy** as shown in **your Policy Schedule**, the first **deferred period** of the new policy will not have a 1st **deferred period** shorter than this **policy**.

The additional policy will be subject to **our** premiums, terms and conditions for such policies at the time the additional policy is issued.

In circumstances where **we** no longer offer Income Protection Benefit at the time **you** wish to use this option, **we** will offer **you** a reasonable available alternative.

10.1.4 When this option is not available

This option will not be available to **you**:

- - after **your** 50th birthday,
- - if a valid claim has been made,
- - if **you** are currently **incapacitated** as defined in section 5.

10.2 Other changes you can make to your policy

You can request any of the following changes to **your policy**:

- Extend or reduce the **fixed end date**,
- Decrease the **monthly benefit**,
- Increase or decrease the **deferred period**, or
- Change the frequency of **your premiums** between annually and monthly.

If **you** request any of the above changes **we** may require:

- a) **Your** consent to the changes by completing and returning an Income Protection Benefit plan amendment form issued by **us**. This includes a short questionnaire about **your** health and medical history.
- b) **You** to complete a full application form in order to make the changes to **your policy**, if **you** answer 'yes' to any of the questions in the Income Protection Benefit plan amendment form.

If **we** undertake a full medical and lifestyle assessment, depending on the answers provided, there may be circumstances where **we** may not be able to offer cover to **you**.

You may have to provide **us** with any documents needed to reasonably support **your** request.

We will confirm if the change **you** have requested means this **policy** has to be cancelled and a new policy issued, which may have different terms and conditions.

Any changes **you** make may affect the **premiums** that are payable.

We will confirm the change **you** have made in writing.

10.3 Additional condition for Low Cost Option policies

If the Low Cost Option applies to **your policy** as included in **your Policy Schedule**, the new policy issued as a result of any alterations requested under section 10, will not have a maximum benefit payment period longer than this **policy**.

11 GENERAL CONDITIONS

- 11.1** This **policy** is between **you** and **us**, and **you** may not assign, transfer, mortgage, charge or deal in any other manner with the benefit of the **policy** (in whole or in part).
- 11.2** 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**. **You** are required to answer all of **our** questions honestly and accurately.
- a) If **you** (or an agent acting on **your** behalf) deliberately or recklessly provide inaccurate information **we** are entitled to cancel this **policy** and refuse to pay the **monthly 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 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 **your policy** had the accurate information 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 the accurate information been provided, **we** may make changes to **your policy** 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 the accurate information been provided, **we** may reduce the **monthly benefit** to reflect the higher **premiums** that would have applied had the accurate information been provided. The following formula will be used in these circumstances:
- $$\text{New monthly benefit} = \frac{\text{Premium actually charged}}{\text{Higher premium}} \times \text{original monthly benefit}$$
- 11.3** **We** can only pay **your monthly benefit** in sterling to a UK bank account in the UK. **We** won't cover the cost of transferring the benefits outside of the UK.
- 11.4** When giving instructions in relation to any provision of this **policy**, **you** should send a copy of the **Policy Schedule**, clear written instructions and proof of title to this **policy**, to **our** principal office, see section 12.1. **We** will notify **you** of any other evidence that **we** may reasonably require.
- 11.5** If due to **incapacity you** are unable to sign the claim forms, provided this is supported by medical evidence and any other evidence which **we** may reasonably request, **we** may make payments to **you** without **your** signature. If payments are to be made to anyone other than **you**, that person must have a power of attorney to deal with **your** affairs. **We** will need to see the original power of attorney before **we** will pay **your monthly benefit** to them.
- 11.6** All rights mentioned in this **policy** are conferred upon the **life assured** of this **policy**, or in the event of the death of the **life assured**, their successor in title, and the phrases "**you**" and "**your**" wherever used should be construed accordingly.
- 11.7** This **policy** will remain in force if:
- - **you** reside in or travel to any part of the countries that form part of the European Union, USA, Canada, Australia, New Zealand, the Isle of Man or the Channel Islands, or
 - **you** reside or travel for up to 12 consecutive months in any other part of the world. However, the **monthly benefit** provided by this **policy** will not be payable for more than six calendar months for **incapacity** while **you** are outside the countries listed above.
- 11.8** This **policy** is governed by English law.
- 11.9** All communication in relation to this **policy** will be in English.

12 HOW TO...

12.1 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
Principal Office General Enquiries Change your policy Cancel your policy	0370 010 4080	Legal & General Assurance Society Limited City Park The Droveaway Hove East Sussex BN3 7PY
Make a claim	0800 027 9830	
Make a complaint	0370 010 4080	Legal & General Assurance Society Limited Knox Court 10 Fitzalan Place Cardiff CF24 0TL

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

12.2 Cancel this policy

You can cancel **your 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** you've paid.

If **you** cancel **your policy** after 30 days, **you** will not get any money back and this cover will end. No further **monthly benefits** or **premiums** will be payable.

12.3 Make a complaint

If **you** wish to complain about the service you've received from **us**, or **you** would like **us** to send **you** a copy of **our** internal complaint handling procedure, please contact **us** using the contact details under section 12.1.

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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:

- 0800 023 4567
- 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.

13 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 **your** current policy to be maintained. They may arrange for **your policy** to be transferred to another insurer or provide a new policy. If these aren't possible, the FSCS aims to provide compensation.

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 90% of the value of the claim. There is no upper financial limit on the amount of the payment.

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.



CONTACT US

www.legalandgeneral.com



Legal & General Assurance Society Limited
Registered in England and Wales No. 166055
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We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

W13927 04/15