

# POLICY TERMS AND CONDITIONS.



T&C 49

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## 1 INTRODUCTION

This is an Over 50s Life Insurance Plan. It is designed to pay the **benefit** when **you** die. When **you** take out this **policy**, **you** must be aged 50 to 80, a UK resident and reside in the UK for at least 183 days a year.

Words that appear in **blue bold** are explained in section 2.

**We** suggest that **you** review **your** cover from time to time to make sure it's still right for **you**. **You** should also think about telling **your** intended beneficiaries about this **policy**, if a claim is made.

These Policy Terms and Conditions set out **your** contract with **us** and should be kept in a safe place. Please check **your Policy Schedule** carefully and if any details are incorrect, please contact **us** as shown in section 10.

These Policy Terms and Conditions provide details of two different types of Over 50s Life Insurance Plans;

- the Fixed Life Insurance Plan; and
- the Increasing Life Insurance Plan.

**Your Policy Schedule** is personalised to show the cover and exclusions that apply to **your policy**.

## 2 DEFINITIONS

### Accident

A sudden and unexpected event, which happens after the **policy start date**.

### Benefit

The **benefit** is a cash sum as shown in **your Policy Schedule**.

### Bodily Injury

Injury to **your** body, excluding sickness, disease or any degenerative process, resulting from external, violent and visible means.

### Charge or Charged

A legal term meaning that the **benefit** will be paid directly to the **Funeral Service Provider** for the funeral that has taken/will take place.

### Funeral Service Provider

The funeral services are provided by Dignity Funerals Limited. They are responsible for providing and arranging the funeral and not **us**.

### Legal Representative

The person entitled to the receive amount of cover on **your** death.

### Life Insured

The person who is insured under this **policy** as shown in **your Policy Schedule**.

### Our, us or we

Legal & General Assurance Society Limited.

### Policy

The **policy** issued by **us**, which consists of these Policy Terms and Conditions and **your Policy Schedule**.

### Policy Schedule

The schedule which shows the cover that **you** have under **your policy** and forms part of these Policy Terms and Conditions.

**Policy Start Date**

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

**Premium(s)**

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

**Retail Prices Index (RPI)**

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 housing expenses and mortgage interest payments.

**You or Your**

The owner of this **policy** shown as the 'grantee' in the **Policy Schedule**.

**3 COVER PROVIDED****3.1 WHO IS COVERED?**

**You** are covered.

**3.2 AMOUNT OF COVER**

The amount of cover provided is the **benefit** as shown in **your Policy Schedule**.

**3.3 PERIOD OF COVER**

This cover starts on the **policy start date** and ends on **your** death.

**4 INDEXATION**

Indexation is automatically included if **you** have chosen the Increasing Life Insurance Plan.

Indexation means that **your policy** is designed to increase in line with inflation. **We** review **your benefit** and **your premiums** prior to **your policy** anniversary. Depending on any changes to inflation over that period of time, **your benefit** and **premiums** may increase.

**4.1 HOW YOUR BENEFIT WILL INCREASE**

The **benefit** may increase in line with changes in inflation on **your policy** anniversary.

The **benefit**, including any increases made in earlier **policy** years will increase in line with the change in the **Retail Prices Index** over a 12-month period. The changes will take effect on the anniversary of the **policy start date**.

**4.2 HOW YOUR PREMIUM WILL INCREASE**

**Your premium** will be increased in line with the change in **RPI** multiplied by 1.5, subject to a maximum increase of 15%. Any change in **premium** will take effect from the relevant anniversary of the **policy start date**.

**4.3 INCREASE LIMITS FOR THE BENEFIT AND PREMIUM**

If the change in **RPI** is less than or equal to 0% **we** will not increase **your benefit** or **premiums**.

If the change in **RPI** is more than 10% **we** will only increase the **benefit** by 10% and the **premium** by 15%.

Once **you** have passed **your** 90th birthday and **premiums** have stopped, indexation will only be applied to **your benefit**. **Your benefit** will continue to increase in line with changes in **RPI** subject to these Policy Terms and Conditions.

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

#### 4.4 ANNUAL REVIEW OPTIONS

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

#### 4.5 HOW TO ACCEPT THE INCREASE

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

#### 4.6 HOW TO DECLINE THE INCREASE

When **we** notify **you** of an increase, **we** will also give **you** the option to decline the increase. To decline an increase, **you** must complete and return the form provided by the date shown in the letter we send.

If **you** choose to decline the increase to the **benefit** and **premium**, **you** will not be given the option to increase the **benefit** in the future. The **benefit** and **premium** will remain the same until the **policy** ends.

## 5 PREMIUMS

### 5.1 PAYING YOUR PREMIUMS

**Premiums** are due from the **policy start date** and at monthly intervals as shown in **your Policy Schedule**.

**Premiums** are due up to and including **your** 90th birthday. Once **your** 90th birthday has passed no further **premiums** will be collected by **us**, but the cover provided by this **policy** will continue until **your** death.

### 5.2 AMOUNT OF YOUR PREMIUMS

The **premium** for this **policy** will not increase unless **you** have an Increasing Life Insurance Plan, which automatically includes indexation as shown in **your Policy Schedule**.

### 5.3 CAN I REDUCE MY PREMIUM?

If the Fixed Life Insurance Plan is shown in **your Policy Schedule**, **you** may be able to reduce **your premium**, as long as **you** have held **your policy** for at least one year.

If the Increasing Life Insurance Plan is shown in **your Policy Schedule** and **you** choose to decline indexation, **you** may be able to reduce **your premium**.

If **you** choose to reduce **your premium** it cannot go below the minimum **premium** and **your benefit** will reduce.

This option can be used once per **policy**, as long as **we** still offer this option.

For further information please call **us** as detailed in section 10. **We** will write to **you** to confirm if this change can be made.

### 5.4 WHAT HAPPENS IF THE PREMIUMS ARE NOT PAID?

**We** are entitled to cancel this **policy** if any **premiums** are not paid within 30 days of their due date.

If **we** cancel this **policy**, the cover will end and no further **premiums** will be payable. The **benefit** will no longer be payable.

**We** will not refund any **premiums** already paid.

This does not apply once **you** have passed **your** 90th birthday, when no further **premiums** will be collected by **us** but the cover provided by this **policy** will continue until **your** death.

#### 5.4.1 If you have chosen the Funeral Benefit Option

The **Funeral Service Provider** will be informed and the funeral will not be provided.

## 5.5 HOW DO YOU CALCULATE THE OVERALL COST OF THE POLICY?

**Your policy** is designed to last for the rest of **your** life. Therefore it is difficult to say how much the overall cost of the **policy** will be.

**Your** 'Key Features' document will show **you** the total premium **you** pay to age 90.

### 5.5.1 Fixed Life Insurance Plan

If **your** current **premium** is £20 per month and **your policy** runs for 20 years, the total **premiums you** would expect to pay, if the details remain unaltered, would be:  
 $\text{£}20 \times 12 \text{ months} \times 20 \text{ years} = \text{£}4,800$

It is important to be aware that this is only an example.

### 5.5.2 Increasing Life Insurance Plan

If **your** current **premium** is £20 per month and **your policy** runs for 20 years and **RPI** was at 3% each and every year, **your premium** would have increased to £46.15. The total **premiums** paid at the end of **your** 20th year would be £7,527.72 (4.5% increase in **your premium** each year).

It is important to remember that the overall **benefit** or **premium** paid will depend on how long **you** live and the change in **RPI** each year.

It is important to be aware that this is only an example.

## 6.1 ACCIDENTAL DEATH

If within one year of the **policy start date you** sustain **bodily injury** caused by an **accident** which solely and independently of any other cause results in death and death occurs within 90 days of the **accident** then the **benefit** will be paid to **your legal representative**.

If **you** have chosen the Funeral Benefit Option, the **charge** will be released and the **benefit** will be paid to **your legal representative** and not to the **Funeral Service Provider**.

However, **we** will only pay a refund of **premiums** if the **bodily injury** resulting in death occurs either directly or indirectly as a result of:

- a) self-inflicted injury, including intentionally taking **your** own life;
- b) taking part or attempting to take part in a hazardous sport or pastime;
- c) taking part or attempting to take part in any aerial flight other than as a fare-paying passenger on a licensed airline;
- d) committing, attempting or provoking an assault or any criminal offence;
- e) war (whether declared or not), riot or civil commotion; or
- f) taking alcohol or drugs (unless these drugs were prescribed by a registered doctor in the United Kingdom)

## 6.2 NON-ACCIDENTAL DEATH

In the event of a non-accidental death, **we** will pay a refund of **premiums** rather than the **benefit** amount. The refund of **premium** will be paid to **your legal representative**.

## 7 ABOUT THE FUNERAL BENEFIT OPTION

### 7.1 WHAT IS THE FUNERAL BENEFIT OPTION?

The **Funeral Service Provider** will pay an additional amount towards the cost of **your** funeral provided the funeral is carried out by one of the **Funeral Service Provider's** Funeral Directors.

This amount will not be shown in **your Policy Schedule**. A Welcome Pack will be sent by the **Funeral Service Provider** to **you** within 28 days of **you** taking out the Funeral Benefit Option. In this **you** will find all the details **you** need to know about the Funeral Benefit Option including a Funeral organiser pack containing information to pass to **your** next of kin to ensure they know what to do when the time comes.

When **you** take the Funeral Benefit option **your** Fixed Life Insurance Plan or Increasing Life Insurance Plan is **charged** to the **Funeral Service Provider**. This means that in the event of **your** death the **Funeral Service Provider** is paid the **benefit** from **your policy** and the **Funeral Service Provider** adds the additional amount to **your benefit** which will be used towards the cost of **your** funeral.

**You** can choose to **charge** the **policy** to the **Funeral Service Provider** on the **policy start date**, or at any point before **your** death. **You** can choose this option by contacting **us**.

### 7.2 WHAT HAPPENS IF THE BENEFIT AMOUNT CHOSEN IS DIFFERENT TO THE COST OF THE FUNERAL?

If the **benefit** plus the additional amount from the **Funeral Service Provider** is more than the amount required to provide the funeral service, the remainder will be paid by **us** to **your legal representative**. If the **benefit** plus the additional amount from the **Funeral Service Provider** is less, the difference would need to be paid to the **Funeral Service Provider's** Funeral Director by **your legal representative**.

### 7.3 WHAT IF THE FUNERAL SERVICE PROVIDER IS UNABLE TO PROVIDE THE FUNERAL?

If the **Funeral Service Provider** is unable to provide a funeral service **we** will search for an alternative provider. If **we** are unable to find a suitable alternative, the **benefit** will be paid to **your legal representative**.

### 7.4 WHAT IF YOU OR YOUR FAMILY DO NOT WANT THE FUNERAL SERVICE PROVIDER TO PROVIDE THE FUNERAL?

- a) If **you** decide **you** do not want the funeral or **you** want to remove the **charge** please contact **us**. **We** will tell the **Funeral Service Provider** that the **charge** has been removed and the liability for the **Funeral Service Provider** to provide the funeral will end. On **your** death the **benefit** will be paid to **your legal representative**.
- b) If **your legal representative** decides after **your** death that they do not want the funeral service with the **Funeral Service Provider** the **charge** can be removed at this stage. The **benefit** will then be paid to **your legal representative** provided the **benefit** has not already been paid to the **Funeral Service Provider**.

- 8.1** During the application process **we** will ask **you** for **your** date of birth to make an assessment and offer **you** a **policy**. **You** are required to answer this question honestly and accurately.
- a) If **you** (or an agent acting on **your** behalf) deliberately or recklessly provide an inaccurate answer **we** are entitled to cancel this **policy** and refuse to pay the **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 an inaccurate answer 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 an accurate answer 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 an accurate answer been provided, **we** may make changes to **your** Policy Terms and Conditions 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 an accurate answer been provided, **we** may reduce the **benefit** to reflect the higher **premiums** that would have applied had an accurate answer been provided. The following formula will be used in these circumstances:  
$$\text{New amount of cover} = \frac{\text{Premium actually charged}}{\text{Higher premium}} \times \text{original benefit}$$
- 8.2** **We** may make fair and reasonable changes to these Policy Terms and Conditions. **We** will only do so;
- a) to make **our** terms clearer or more favourable to **you**;
  - b) if there are any relevant changes in legislation, regulation or taxation; or
  - c) if **we** change the **Funeral Service Provider**.
- If this happens, **we** will notify **you** in writing at least 30 days in advance of any changes being made.
- 8.3** The **benefit** on this **policy** cannot be increased if **you** have chosen the Fixed Life Insurance Plan.
- 8.4** **You** can take out additional policies as long as the total **benefit** for all Over 50s Life Insurance Plans with **us** is not more than £10,000.
- 8.5** This **policy** is governed by English Law.
- 8.6** All communication in relation to this **policy** will be in English.



## MAKING A CLAIM

### 9.1 WHEN IS THE BENEFIT PAYABLE?

The **benefit** is payable on **your** death except where death is in the first year from the **policy start date** as described in section 6.

### 9.2 NOTIFYING US OF A CLAIM

When making a claim under this **policy**, **your legal representative** should notify **us** using **our** claims contact details in section 10.

**We** may send a claim form to **your legal representative**, which should be returned to **us**.

#### 9.2.1 Fixed Life Insurance Plan or Increasing Life Insurance Plan

**We** will need the following when **we** are notified of the claim;

- **Your policy** number
- The date of death
- **Your** contact details

#### 9.2.2 If you have chosen the Funeral Benefit Option

**Your legal representative** should contact the **Funeral Service Provider**, as shown in section 10. When **your legal representative** is making a claim, the **Funeral Service Provider** will need the following:

- **Your** full name and address and date of birth
- **Your policy** number, and
- **Your Funeral Service Provider** member number

### 9.3 ASSESSING YOUR CLAIM

#### 9.3.1 Fixed Life Insurance Plan or Increasing Life Insurance Plan

In order to assess the claim **we** may need **your Policy Schedule**, the death certificate and any other documents **we** may reasonably request.

In the case of an accidental death during the first year of the **policy**, **we** may ask for confirmation of the circumstances surrounding the death from the coroner.

#### 9.3.2 If you have chosen the Funeral Benefit Option

The **Funeral Service Provider** will check with **us** that all **premiums** have been paid and that the **charge** is still in place, prior to providing the funeral service.

### 9.4 WHO WE PAY THE BENEFIT TO

#### 9.4.1 Fixed Life Insurance Plan or Increasing Life Insurance Plan

The **benefit** is paid to **your legal representative**.

#### 9.4.2 If you have chosen the Funeral Benefit Option

If **you** die after the first year, **we** will pay the cash sum to Dignity. Dignity will then provide an additional contribution of £300 towards **your** funeral costs if they carry out **your** funeral.

If **you** die within the first year due to an **accident**, **we** will pay the cash sum to **your** estate or next of kin. If **you** choose Dignity to carry out the funeral then they will provide an additional contribution of £300 towards **your** funeral.

If **you** die within the first year for any reason other than an **accident**, **we** will refund any **premiums** **you** paid to **your** estate or next of kin. If **you** choose Dignity to carry out the funeral then they will still provide an additional contribution of £300 towards **your** funeral.

### 9.5 WHAT HAPPENS AFTER A CLAIM HAS BEEN PAID?

Once the **benefit** has been paid the **policy** will end.

## 10 HOW TO...

## 10.1 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
General enquiries Death Claims	0370 010 4080 0800 137 101	Legal & General Assurance Society Limited City Park The Drove Way Hove East Sussex BN3 7PY Email: life.claims@landg.com
Funeral Service Provider	0800 151 3789 Lines are open 24 hours a day, every day of the year	Dignity Funerals Limited 4 King Edwards Court King Edwards Square Sutton Coldfield West Midlands B73 6AP
Make a complaint	0345 071 1439	Legal & General Assurance Society Limited Knox Court 10 Fitzalan Place Cardiff CF24 0TL

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

## 10.2 PLACE YOUR POLICY INTO TRUST

Depending on **your** circumstances, it may be appropriate to place **your policy** into trust. For more information about trusts, please contact **your** financial or legal adviser. However, this is not possible if **you** have chosen the Funeral Benefit Option.

## 10.3 CANCEL THIS POLICY

**You** can cancel this **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** paid.

If **you** cancel this **policy** after 30 days of receiving both the notice and this **policy**, **we** will not refund any **premiums** paid.

If **you** cancel this **policy**, the **policy** will end and no further **premiums** or **benefit** will be payable.

## 10.3.1 If you have chosen the Funeral Benefit Option

If **you** cancel this **policy**, the **charge** will not apply and no **benefit** would be paid to the **Funeral Service Provider**.

## 10.4 MAKE A COMPLAINT

If **you** wish to complain about the service **you** have received from **us** or the **Funeral Service Provider**, or **you** would like **us** to send **you** a copy of **our** complaints handling procedure, please contact **us** as shown in section 10.1.

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

### The Financial Ombudsman Service

Exchange Tower  
London  
E14 9SR

Telephone:

**0800 023 4567**

**0300 123 9123**

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

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

Making a complaint will not affect **your** legal rights.

### Online Dispute Resolution Platform

The European Commission has established an **Online Dispute Resolution Platform (ODR Platform)** at **[http://ec.europa.eu/consumers/odr/index\\_en.htm](http://ec.europa.eu/consumers/odr/index_en.htm)** that is specifically designed to help EU consumers who have bought goods or services online from a trader based elsewhere in the EU and subsequently have a problem with that online purchase. The ODR platform will refer your complaint to the Financial Ombudsman Service who will pass it on to Legal & General.

## 11

## 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** have lost. However, before looking to pay compensation, the FSCS will first see if they can arrange for the continuity of **your** current **policy**. The FSCS may arrange for **your policy** to be transferred to another insurer or arrange for a new policy to be provided.

Most of **our** customers, including most individuals and small businesses, are covered by the FSCS. Whether or not **you** can claim, and the amount **you** could claim, will depend on the specific circumstances of **your** claim. The FSCS will pay 100% of the value of the claim. **You** can find out more about the FSCS, including eligibility to claim, by visiting its website **www.fscs.org.uk** 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.



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