

# **POLICY TERMS AND CONDITIONS.**

**i**

T&C 34

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## 1 DEFINITIONS EXPLAINED

### Amount of cover

The amount of money this **policy** provides in the event of a valid claim, as shown in **your Policy Schedule**. If the indexation option is shown in **your Policy Schedule**, the **amount of cover** will increase as described in section 6.

If decreasing cover is chosen, the table in **your Policy Schedule** will show how the **amount of cover** decreases.

### Clear prognosis

Where a relevant specialist is able to provide the likely outcome of the illness, condition or disease.

### Exclusions

What **you** are not covered for, as shown in **your Policy Schedule**.

### Full-time education

Attendance at a full-time course at a school, college or university. This includes work placements that are part of a full-time course but excludes breaks from education, for example gap years.

### Interest rate

If decreasing cover is chosen, the rate at which the **amount of cover** decreases, as shown in **your Policy Schedule**.

### Irreversible

Cannot be reasonably improved upon by medical treatment and/or surgical procedures used by the National Health Service in the UK at the time of the claim.

### Life assured

The person whose life is covered under this **policy**. If there is more than one life covered under this **policy**, as shown in **your Policy Schedule**, this definition covers all lives assured.

### Medical Officer

A qualified doctor employed by Legal & General.

### Neurological deficit with persisting clinical symptoms

Symptoms of dysfunction in the nervous system that are present on clinical examination and expected to last at least 24 hours. Symptoms that are covered include numbness, hyperaesthesia (increased sensitivity), paralysis, localised weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty in swallowing), visual impairment, difficulty in walking, lack of coordination, tremor, seizures, lethargy, dementia, delirium and coma.

### Our, us or we

Legal & General Assurance Society Limited.

### Permanent

Expected to last throughout the **life assured's** life with no prospect of improvement, irrespective of when the cover ends or the **life assured** expects to retire.

### Permanent neurological deficit with persisting clinical symptoms

Symptoms of dysfunction in the nervous system that are present on clinical examination and expected to last throughout the **life assured's** life. Symptoms that are covered include numbness, hyperaesthesia (increased sensitivity), paralysis, localised weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty in swallowing), visual impairment, difficulty in walking, lack of coordination, tremor, seizures, lethargy, dementia, delirium and coma.

### Policy

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

### Policy expiry date

The date that cover under this **policy** will end, as shown in **your Policy Schedule**.

### Policy Schedule

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

### Policy start date

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

### Premium(s)

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

**Relevant child/children**

A natural child, legally adopted child (from the date of adoption) or stepchild (by marriage or registered civil partnership) of the **life assured**, where that child is:

- at least 30 days old, and
- younger than 18 years, or
- younger than 21 years if in **full-time education**,

during the period of cover.

**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 policy owner(s) of the **policy** who is/are legally entitled to receive the **amount of cover** and shown as the 'policy owner' in the **Policy Schedule**. This may include trustee(s), assignee(s) or personal representative(s) (where appropriate) and may be the same person(s) as the **life assured**.

## 2 INTRODUCTION

This **policy** sets out **your** contract with **us** and should be kept in a safe place. Words that appear in **blue bold** are explained in section 1.

This **policy** consists of:

- the **Policy Schedule** and
- these **policy** terms and conditions.

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

### 2.1 Who is covered

The **life assured** is covered.

### 2.2 Amount of cover

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

#### 2.2.1 Level cover

If **you** have chosen level cover, this will be shown as Term Assurance with Critical Illness Cover in **your Policy Schedule**.

The **amount of cover** will stay the same during the period of cover.

#### 2.2.2 Decreasing cover

If **you** have chosen a decreasing **policy**, this will be shown as Decreasing Term Assurance with Critical Illness Cover in **your Policy Schedule**.

For all decreasing **policies**, the **amount of cover** will reduce over time in line with the table shown in **your Policy Schedule**.

**We** apply an **interest rate** to the original **amount of cover** to estimate the amount that **you** repay each month on **your** repayment mortgage.

If the **interest rate we** apply is less than the **interest rate** that is actually applied to **your** mortgage or **your** mortgage changes, the amount **we** pay out may not be enough to repay **your** mortgage in full.

**You** can find the **interest rate** that has been applied in **your Policy Schedule**.

To ensure that the amount paid out will cover the amount of **your** outstanding mortgage, **you** should check that the **interest rate** applied to **your policy** is equal to or higher than the **interest rate** applied to **your** mortgage by **your** mortgage lender.

### 2.3 Period of cover

This cover starts on the **policy start date** and ends on:

- the payment of the **amount of cover**, or
- if the **amount of cover** doesn't become payable, the **policy expiry date**.

Cover will stop when this **policy** ends and no further **premiums** will be payable.

### 3 COVER PROVIDED

#### 3.1 Full cover

##### 3.1.1 Life and Critical Illness Cover

The **amount of cover** is paid if, during the period of cover, the **life assured**:

- dies, or
- is diagnosed with a terminal illness as defined in section 3.1.2, or
- is diagnosed with a critical illness as defined in section 4,

whichever occurs first.

For a joint life **policy**, the **amount of cover** is paid when either **life assured** dies or is diagnosed with a terminal or critical illness.

If the **life assured** has a critical illness it must be verified by a medical specialist who holds an appointment as a consultant at a hospital in the UK and whose specialism **we** reasonably consider is appropriate to the critical illness.

##### 3.1.2 Terminal Illness Cover

This **policy** provides Terminal Illness Cover, which is an advance payment of the **amount of cover** where the **life assured** has a terminal illness.

Terminal illness is defined as a definite diagnosis by **your** hospital consultant of an illness that satisfies both of the following:

- The illness either has no known cure or has progressed to the point where it cannot be cured; and
- In the opinion of **your** hospital consultant and **our Medical Officer**, the illness is expected to lead to death within 12 months.

No terminal illness claim can be made after the death of the **life assured**.

If decreasing cover is shown in **your Policy Schedule**, the amount payable will be the **amount of cover we** calculate on the date that it is established that the **life assured** has met **our** definition of terminal illness.

##### 3.1.3 Suicide in the first year

This **policy** will be cancelled if within the first year of the **policy**, the **life assured** dies as a result of:

- Suicide or,
- Intentional and serious self-injury or,
- Exposing themselves to significant risk that is more likely than not to result in death.

#### 3.2 Additional cover

Unless specifically excluded in **your Policy Schedule**, **you** will be provided with additional cover during the period of cover.

Claims paid under additional cover will not reduce **your amount of cover** or change **your premiums**.

If the **life assured** or a **relevant child** has an illness covered by additional cover it must be verified by a medical specialist who holds an appointment as a consultant at a hospital in the UK and whose specialism **we** reasonably consider is appropriate to the illness.

##### 3.2.1 Cover for carcinoma in situ of the breast – *treated by surgery*

**We** will pay the lower of:

- 25% of the **amount of cover**, or
- £25,000,

if decreasing cover is shown in **your policy schedule**, the amount payable will be the lower of:

- 25% of the decreasing amount at the time **our** definition is met, or
- £25,000,

if the **life assured**, or for a joint life **policy** the first of the lives assured, or a **relevant child** meets the following definition:

The undergoing of surgery on the advice of **your** hospital consultant following the diagnosis of carcinoma in situ of the breast.

For the above definition the following is not covered:

- Any other type of treatment.

Only one claim per **policy** can be made.

### 3.2.2 Cover for low grade prostate cancer – *requiring treatment*

**We** will pay the lower of:

- 25% of the **amount of cover**, or
- £25,000,

if decreasing cover is shown in **your policy schedule**, the amount payable will be the lower of:

- 25% of the decreasing amount at the time **our** definition is met, or
- £25,000,

if the **life assured**, or for a joint life **policy** the first of the lives assured, or a **relevant child** meets the following definition:

The undergoing of treatment on the advice of **your** hospital consultant following the diagnosis of a malignant tumour of the prostate positively diagnosed and histologically classified as having a Gleason score between 2 and 6 inclusive and having progressed to clinical TNM classification between T1N0M0 and T2aN0M0.

For the above definition, the following are not covered:

- Prostatic intraepithelial neoplasia (PIN)
- Observation or surveillance
- Surgical biopsy

Only one claim per **policy** can be made.

### 3.2.3 Children's Critical Illness Cover

**We** will provide Children's Critical Illness Cover if shown as included in the **Policy Schedule**.

**We** will pay this cover if a **relevant child** is diagnosed with any of the following during the period of cover:

- Any critical illness as defined in section 4, apart from total and permanent disability;
- Carcinoma in situ of the breast – *treated by surgery*, or
- Low grade prostate cancer – *requiring treatment*.

The amount payable per **relevant child** under this **policy** will be the lower of:

- 50% of the **amount of cover**; or
- £25,000.

Diagnosis must take place on or before the **policy expiry date** and the **relevant child** must survive for 14 days from the date of diagnosis. **We** will pay a claim if the **relevant child** survives these 14 days, even if this is:

- after the **policy expiry date**, or
- after the **relevant child's** 18th birthday, or 21st birthday if in **full-time education**.

Only one claim per **relevant child**, to a maximum of two **relevant children** will be paid under this **policy**.

After the second claim has been paid, the Children's Critical Illness Cover will end.

If the same **relevant child** is covered by more than one **policy** issued by **us**, **we** will pay a maximum of £50,000 for that **relevant child**.

#### 3.2.3.1 When we will not pay a children's critical illness claim

**We** will not pay a claim if:

- The **relevant child's** condition was present at birth;
- The symptoms first arose before the **relevant child** was covered; or
- The **relevant child** dies within 14 days of meeting **our** definition of the critical illness
- It is for total and permanent disability.

### 3.3 Additional benefits

#### 3.3.1 Accident Hospitalisation Benefit

**We** will pay £5,000 if the **life assured** is admitted to hospital with physical injuries for a minimum of 28 consecutive days immediately following an accident. Physical injury must have resulted solely and directly from unforeseen, external, violent and visible means and must be independent from any other cause.

**We** will only pay one claim in respect of each **life assured**. This benefit is not payable if a valid claim has been made for:

- A terminal illness
- A critical illness

### 3.4 Additional benefits for Children's Critical Illness Cover

**We** will provide the following additional benefits if Children's Critical Illness Cover is shown as included in the **Policy Schedule**.

#### 3.4.1 Child Accident Hospitalisation Benefit

**We** will pay £5,000 if a **relevant child** is admitted to hospital with physical injuries for a minimum of 28 consecutive days immediately following an accident. Physical injury must have resulted solely and directly from unforeseen, external, violent and visible means and must be independent from any other cause.

**We** will only pay this benefit if the accident doesn't result in **us** paying out under Children's Critical Illness Cover as described in section 3.2.3.

**We** will only pay one claim per **relevant child**, to a maximum of two **relevant children**. If the same **relevant child** is covered by more than one policy issued by **us**, **we** will pay a maximum of £10,000 for that **relevant child** under this benefit.

#### 3.4.2 Child funeral benefit

On the death of a **relevant child**, **we** will contribute £4,000 towards their funeral.

Up to a maximum of two claims per **policy**. **We** will not pay the claim if:

- The child's condition was present at birth
- The cause of death first arose before the child was covered
- **We** have paid a children's critical illness claim for the **relevant child**.

#### 3.4.3 Childcare benefit

If **we** have paid a claim under this **policy** due to the diagnosis of the **life assured** with:

- Any critical illness as defined in section 4, or
- Carcinoma in situ of the breast – *treated by surgery*; or
- Low grade prostate cancer – *requiring treatment*,

**we** will pay up to £1,000 towards childcare with a registered childminder if **you** have a natural child, legally adopted child or stepchild under 5 years old at the time of **your** diagnosis.

**We** will only pay the childcare benefit when **we** have received receipts or proof of payment from the registered childminder. This benefit covers childcare that takes place in the 18 months following the **life assured's** diagnosis.

#### 3.4.4 Family accommodation benefit

For every night a **relevant child** spends in hospital, in the three months immediately following diagnosis of one of the critical illnesses covered in section 3.2.3, **we** will pay **you** £100 per night up to a maximum of £1,000.

### 3.5 Countries where cover is provided

The **life assured** or **relevant child** is covered if they are resident in the United Kingdom, any part of the countries that form the European Union, USA, Canada, Australia, New Zealand, the Isle of Man or the Channel Islands. **We** will also accept a claim from other countries if **we** can confirm the claim is valid. **We** will act reasonably when reviewing evidence to support the validity of a claim.



## 4 CRITICAL ILLNESSES

<p><b>Alzheimer's disease</b> – resulting in <b>permanent</b> symptoms</p>	<p>A definite diagnosis of Alzheimer's disease by a consultant neurologist, psychiatrist or geriatrician.</p> <p>There must be <b>permanent</b> clinical loss of the ability to do all of the following:</p> <ul style="list-style-type: none"> <li>• remember;</li> <li>• reason; and</li> <li>• perceive, understand, express and give effect to ideas.</li> </ul> <p>For the above definition, the following is not covered:</p> <ul style="list-style-type: none"> <li>• Other types of dementia.</li> </ul>
<p><b>Aorta Graft Surgery</b> – requiring surgical replacement</p>	<p>The undergoing of surgery to the aorta with excision and surgical replacement of a portion of the aorta with a graft. The term aorta includes the thoracic and abdominal aorta but not its branches.</p> <p>For the above definition, the following is not covered:</p> <ul style="list-style-type: none"> <li>• Any other surgical procedure, for example the insertion of stents or endovascular repair.</li> </ul>
<p><b>Aplastic anaemia</b> – with <b>permanent</b> bone marrow failure</p>	<p>A definite diagnosis of aplastic anaemia by a consultant haematologist. There must be <b>permanent</b> bone marrow failure with anaemia, neutropenia and thrombocytopenia.</p>
<p><b>Bacterial meningitis</b> – resulting in <b>permanent</b> symptoms</p>	<p>A definite diagnosis of bacterial meningitis resulting in <b>permanent neurological deficit with persisting clinical symptoms</b>.</p> <p>For the above definition, the following is not covered:</p> <ul style="list-style-type: none"> <li>• All other forms of meningitis other than those caused by bacterial infection.</li> </ul>
<p><b>Benign brain tumour</b> – resulting in either surgical removal or <b>permanent</b> symptoms</p>	<p>A non-malignant tumour or cyst originating from the brain, cranial nerves or meninges within the skull, resulting in either surgical removal or <b>permanent neurological deficit with persisting clinical symptoms</b>.</p> <p>For the above definition, the following are not covered:</p> <ul style="list-style-type: none"> <li>• Tumours in the pituitary gland.</li> <li>• Tumours originating from bone tissue.</li> <li>• Angiomas and cholesteatoma.</li> </ul>
<p><b>Blindness</b> – <b>permanent</b> and <b>irreversible</b></p>	<p><b>Permanent</b> and <b>irreversible</b> loss of sight to the extent that even when tested with the use of visual aids, vision is measured at 6/60 or worse in the better eye using a Snellen eye chart.</p>

<p><b>Cancer</b> – <i>excluding less advanced cases</i></p>	<p>Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue.</p> <p>The term malignant tumour includes leukaemia, sarcoma and lymphoma except cutaneous lymphoma (lymphoma confined to the skin).</p> <p>For the above definition, the following are not covered:</p> <ul style="list-style-type: none"> <li>• All cancers which are histologically classified as any of the following: <ul style="list-style-type: none"> <li>– pre-malignant;</li> <li>– non-invasive;</li> <li>– cancer in situ;</li> <li>– having either borderline malignancy; or</li> <li>– having low malignant potential.</li> </ul> </li> <li>• All tumours of the prostate unless histologically classified as having a Gleason score of 7 or above or having progressed to at least clinical TNM classification T2bN0M0.</li> <li>• Malignant melanoma unless it has been histologically classified as having caused invasion beyond the epidermis (outer layer of the skin).</li> <li>• Any other skin cancer (including cutaneous lymphoma) unless it has been histologically classified as having caused invasion in the lymph glands or spread to distant organs.</li> </ul>
<p><b>Cardiac Arrest</b> – <i>with insertion of a defibrillator</i></p>	<p>Sudden loss of heart function with interruption of blood circulation around the body resulting in unconsciousness, requiring resuscitation and resulting in either of the following devices being surgically implanted:</p> <ul style="list-style-type: none"> <li>• Implantable cardioverter-defibrillator (ICD); or</li> <li>• Cardiac resynchronisation therapy with defibrillator (CRT-D).</li> </ul> <p>For the above definition the following are not covered:</p> <ul style="list-style-type: none"> <li>• Insertion of a pacemaker.</li> <li>• Insertion of a defibrillator without cardiac arrest.</li> <li>• Cardiac arrest secondary to illegal drug abuse.</li> </ul>
<p><b>Cardiomyopathy</b> – <i>of specified severity</i></p>	<p>A definite diagnosis of cardiomyopathy by a consultant cardiologist. There must be clinical impairment of heart function resulting in the <b>permanent</b> loss of ability to perform physical activities to at least Class 3 of the New York Heart Association's classification of functional capacity.*</p> <p>For the above definition, the following are not covered:</p> <ul style="list-style-type: none"> <li>• Cardiomyopathy secondary to alcohol or drug abuse.</li> <li>• All other forms of heart disease, heart enlargement and myocarditis.</li> </ul> <p>*NYHA Class 3. Heart disease resulting in marked limitation of physical activities where less than ordinary activity causes fatigue, palpitation, breathlessness or chest pain.</p>

<p><b>Coma</b> – with associated <b>permanent</b> symptoms</p>	<p>A state of unconsciousness with no reaction to external stimuli or internal needs which:</p> <ul style="list-style-type: none"> <li>• Requires the use of life support systems; and</li> <li>• Has associated <b>permanent neurological deficit with persisting clinical symptoms</b>.</li> </ul> <p>For the above definition the following are not covered:</p> <ul style="list-style-type: none"> <li>• Coma secondary to alcohol or drug abuse.</li> <li>• Medically induced coma.</li> </ul>
<p><b>Coronary artery by-pass grafts</b> – with surgery to divide the breastbone or anterolateral thoracotomy</p>	<p>The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) or anterolateral thoracotomy on the advice of a consultant cardiologist to correct narrowing or blockage of one or more coronary arteries with by-pass grafts.</p> <p>For the above definition, the following is not covered:</p> <ul style="list-style-type: none"> <li>• Any other surgical procedure or treatment.</li> </ul>
<p><b>Creutzfeldt-Jakob Disease (CJD)</b> – resulting in <b>permanent</b> symptoms</p>	<p>A definite diagnosis of Creutzfeldt-Jakob Disease made by a consultant neurologist. There must be <b>permanent</b> clinical loss of the ability in mental and social functioning to the extent that <b>permanent</b> supervision or assistance by a third party is required.</p>
<p><b>Deafness</b> – <b>permanent</b> and <b>irreversible</b></p>	<p><b>Permanent</b> and <b>irreversible</b> loss of hearing to the extent that the loss is greater than 70 decibels across all frequencies in the better ear using a pure tone audiogram.</p>
<p><b>Dementia</b> – resulting in <b>permanent</b> symptoms</p>	<p>A definite diagnosis of dementia by a consultant neurologist, psychiatrist or geriatrician. The diagnosis must be supported by evidence of progressive loss of ability to do all of the following:</p> <ul style="list-style-type: none"> <li>• remember;</li> <li>• to reason; and</li> <li>• to perceive, understand, express and give effect to ideas.</li> </ul> <p>For the above definition, the following is not covered:</p> <ul style="list-style-type: none"> <li>• Dementia secondary to alcohol or drug abuse.</li> </ul>
<p><b>Encephalitis</b> – resulting in <b>permanent</b> symptoms</p>	<p>A definite diagnosis of encephalitis by a consultant neurologist resulting in <b>permanent neurological deficit with persisting clinical symptoms</b>.</p>

<p><b>Heart attack –</b> <i>of specified severity</i></p>	<p>Death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:</p> <ul style="list-style-type: none"> <li>• New characteristic electrocardiographic changes.</li> <li>• The characteristic rise of biochemical cardiac specific markers such as troponins or enzymes.</li> </ul> <p>The evidence must show a definite acute myocardial infarction.</p> <p>For the above definition, the following are not covered:</p> <ul style="list-style-type: none"> <li>• Other acute coronary syndromes.</li> <li>• Angina without myocardial infarction.</li> </ul>
<p><b>Heart Valve Replacement or Repair –</b> <i>with surgery</i></p>	<p>The undergoing of surgery on the advice of a consultant cardiologist to replace or repair one or more heart valves.</p>
<p><b>HIV infection –</b> <i>caught from a blood transfusion, physical assault or accident at work</i></p>	<p>Infection by Human Immunodeficiency Virus resulting from:</p> <ul style="list-style-type: none"> <li>• A blood transfusion given as part of medical treatment;</li> <li>• A physical assault; or</li> <li>• An incident occurring during the course of performing normal duties of employment;</li> </ul> <p>after the start of the <b>policy</b> and satisfying all of the following:</p> <ul style="list-style-type: none"> <li>• The incident must have been reported to appropriate authorities and have been investigated in accordance with the established procedures.</li> <li>• Where HIV infection is caught through a physical assault or as a result of an incident occurring during the course of performing normal duties of employment, the incident must be supported by a negative HIV antibody test taken within 5 days of the incident.</li> <li>• There must be a further HIV test within 12 months confirming the presence of HIV or antibodies to the virus. <ul style="list-style-type: none"> <li>– The incident causing infection must have occurred in one of the following countries: Australia, Austria, Belgium, Bulgaria, Canada, the Channel Islands, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hong Kong, Hungary, Iceland, the Isle of Man, Italy, Japan, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, the Netherlands, New Zealand, Norway, Poland, Portugal, Republic of Ireland, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, the United Kingdom and the United States of America.</li> </ul> </li> </ul> <p>For the above definition the following is not covered:</p> <ul style="list-style-type: none"> <li>• HIV infection resulting from any other means, including sexual activity or drug abuse.</li> </ul>
<p><b>Kidney failure –</b> <i>requiring permanent dialysis</i></p>	<p>Chronic and end stage failure of both kidneys to function, as a result of which regular dialysis is permanently required.</p>
<p><b>Liver failure –</b> <i>of advanced stage</i></p>	<p>Liver failure due to cirrhosis and resulting in all of the following:</p> <ul style="list-style-type: none"> <li>• <b>Permanent</b> jaundice</li> <li>• Ascites</li> <li>• Encephalopathy.</li> </ul> <p>For the above definition, the following is not covered:</p> <ul style="list-style-type: none"> <li>• Liver disease secondary to alcohol or drug abuse.</li> </ul>

<p><b>Loss of hand or foot –</b> <i>permanent physical severance</i></p>	<p><b>Permanent</b> physical severance of a hand or foot at or above the wrist or ankle joints.</p>
<p><b>Loss of speech – total</b> <i>permanent and irreversible</i></p>	<p>Total, <b>permanent</b> and <b>irreversible</b> loss of the ability to speak as a result of physical injury or disease.</p>
<p><b>Major organ transplant –</b> <i>from another donor</i></p>	<p>The undergoing as a recipient of a transplant from another donor, of bone marrow or of a complete heart, kidney, lung, pancreas, liver, or a lobe of the liver, or inclusion on an official UK, the Channel Islands or the Isle of Man waiting list for such a procedure.</p> <p>For the above definition, the following is not covered:</p> <ul style="list-style-type: none"> <li>• Transplant of any other organs, parts of organs, tissues or cells.</li> </ul>
<p><b>Motor neurone disease –</b> <i>resulting in permanent symptoms</i></p>	<p>A definite diagnosis of one of the following Motor Neurone Diseases by a consultant neurologist:</p> <ul style="list-style-type: none"> <li>• Amyotrophic lateral sclerosis (ALS)</li> <li>• Primary lateral sclerosis (PLS)</li> <li>• Progressive bulbar palsy (PBP)</li> <li>• Progressive muscular atrophy (PMA)</li> <li>• Spinal muscular atrophy (SMA)</li> </ul> <p>There must also be <b>permanent</b> clinical impairment of motor function.</p>
<p><b>Multiple sclerosis –</b> <i>where there have been symptoms</i></p>	<p>A definite diagnosis of multiple sclerosis by a consultant neurologist. There must have been clinical impairment of motor or sensory function caused by multiple sclerosis.</p>
<p><b>Multiple system atrophy –</b> <i>resulting in permanent symptoms</i></p>	<p>A definite diagnosis of multiple system atrophy by a consultant neurologist. There must be evidence of <b>permanent</b> clinical impairment of either:</p> <ul style="list-style-type: none"> <li>• Motor function with associated rigidity of movement or</li> <li>• The ability to coordinate muscle movement or</li> <li>• Bladder control and postural hypotension.</li> </ul>
<p><b>Open heart surgery –</b> <i>with median sternotomy</i></p>	<p>The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a consultant cardiologist to correct any structural abnormality of the heart.</p>
<p><b>Paralysis of a limb –</b> <i>total and irreversible</i></p>	<p>Total and <b>irreversible</b> loss of muscle function to the whole of any one limb.</p>
<p><b>Parkinson's disease –</b> <i>resulting in permanent symptoms</i></p>	<p>A definite diagnosis of Parkinson's disease by a consultant neurologist. There must be <b>permanent</b> clinical impairment of motor function with associated tremor and muscle rigidity.</p> <p>For the above definition, the following are not covered:</p> <ul style="list-style-type: none"> <li>• Other Parkinsonian syndromes/Parkinsonism.</li> </ul>

<p><b>Primary pulmonary hypertension – of specified severity</b></p>	<p>A definite diagnosis of primary pulmonary hypertension. There must be clinical impairment of heart function resulting in the <b>permanent</b> loss of ability to perform physical activities to at least Class 3 of the New York Heart Association’s classification of functional capacity.*</p> <p>For the above definition, the following is not covered:</p> <ul style="list-style-type: none"> <li>• Pulmonary hypertension secondary to any other known cause i.e. not primary.</li> </ul> <p>*NYHA Class 3. Heart disease resulting in marked limitation of physical activities where less than ordinary activity causes fatigue, palpitation, breathlessness or chest pain.</p>
<p><b>Progressive supranuclear palsy – resulting in permanent symptoms</b></p>	<p>A definite diagnosis of progressive supranuclear palsy by a consultant neurologist. There must be <b>permanent</b> clinical impairment of eye movements and motor function.</p>
<p><b>Removal of an eyeball – due to injury or disease</b></p>	<p>Surgical removal of an eyeball as a result of injury or disease.</p> <p>For the above definition, the following is not covered:</p> <ul style="list-style-type: none"> <li>• Self-inflicted injuries.</li> </ul>
<p><b>Respiratory failure – of advanced stage</b></p>	<p>Advanced stage emphysema or other chronic lung disease, resulting in all of the following:</p> <ul style="list-style-type: none"> <li>• The need for regular oxygen treatment on a <b>permanent</b> basis, and</li> <li>• The <b>permanent</b> impairment of lung function tests as follows: <ul style="list-style-type: none"> <li>– Forced Vital Capacity (FVC) and Forced Expiratory Volume at 1 second (FEV1) being less than 50% of normal.</li> </ul> </li> </ul>
<p><b>Spinal Stroke – resulting in symptoms lasting at least 24 hours</b></p>	<p>Death of spinal cord tissue due to inadequate blood supply or haemorrhage within the spinal canal resulting in <b>neurological deficit with persisting clinical symptoms</b> lasting at least 24 hours.</p>
<p><b>Stroke – resulting in symptoms lasting at least 24 hours</b></p>	<p>Death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in <b>neurological deficit with persisting clinical symptoms</b> lasting at least 24 hours.</p> <p>For the above definition, the following are not covered:</p> <ul style="list-style-type: none"> <li>• Transient ischaemic attack.</li> <li>• Death of tissue of the optic nerve or retina/eye stroke.</li> </ul>
<p><b>Systemic lupus erythematosus – with severe complications</b></p>	<p>A definite diagnosis of systemic lupus erythematosus by a consultant rheumatologist resulting in either of the following:</p> <ul style="list-style-type: none"> <li>• <b>Permanent neurological deficit with persisting clinical symptoms;</b> or</li> <li>• The <b>permanent</b> impairment of kidney function tests as follows: <ul style="list-style-type: none"> <li>– Glomerular Filtration Rate (GFR) below 30 ml/min.</li> </ul> </li> </ul>
<p><b>Third degree burns – covering 20% of the surface area of the body or 20% of the face or head</b></p>	<p>Burns that involve damage or destruction of the skin to its full depth through to the underlying tissue and covering at least 20% of the body’s surface area or covering 20% of the area of the face or head.</p>

**Total and permanent disability – of specified severity**

**Your Policy Schedule** will show if total and permanent disability is included in **your policy** and which of the following definitions apply to **you**:

**Total and permanent disability** – unable to do **your** own occupation ever again.

Loss of the physical or mental ability through an illness or injury to the extent that the **life assured** is unable to do the material and substantial duties of their own occupation ever again. The material and substantial duties are those that are normally required for, and/or form a significant and integral part of, the performance of the **life assured's** own occupation that cannot reasonably be omitted or modified.

'Own occupation' means **your** trade, profession or type of work **you** do for profit or pay. It is not a specific job with any particular employer and is irrespective of location and availability.

The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the **life assured** expects to retire.

For the above definition, disabilities for which the relevant specialists cannot give a **clear prognosis** are not covered.

**Total and permanent disability** – unable to do three Specified Work Tasks ever again.

Loss of the physical ability through an illness or injury to do at least three of the six work tasks listed below ever again.

The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the **life assured** expects to retire.

The **life assured** must need the help or supervision of another person and be unable to perform the task on their own, even with the use of special equipment routinely available to help and having taken any appropriate prescribed medication.

The Specified Work Tasks are:

**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.

For the above definition, disabilities for which the relevant specialists cannot give a **clear prognosis** are not covered.

**Traumatic brain injury – resulting in permanent symptoms**

Death of brain tissue due to traumatic injury resulting in **permanent neurological deficit with persisting clinical symptoms**.



## 5 WAIVER OF PREMIUM

If Waiver of Premium is shown in **your Policy Schedule**, and the **life assured** meets **our** definition of incapacity for 26 consecutive weeks, **you** won't have to pay **premiums**. This benefit will start after the 26th consecutive week of incapacity and continue until the earlier of:

- The end of the period of incapacity, or
- Payment of the **amount of cover**, or
- The **policy expiry date**.

### 5.1 Incapacity

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

The **life assured** is totally incapable of carrying out their normal occupation by reason of an illness or injury which occurred after the **policy start date**, necessitating medical or surgical treatment and is not carrying out any other occupation or in paid employment.

Or

If the **life assured** is not in paid employment and they are unable to do three or more of the following Specified Work Tasks as a direct result of an illness or injury which occurred after the **policy start date**:

The Specified Work Tasks are:

<b>Walking</b>	The ability to walk more than 200 metres on a level surface.
<b>Climbing</b>	The ability to climb up a flight of 12 stairs and down again, using the handrail if needed.
<b>Lifting</b>	The ability to pick up an object weighing 2kg at table height and hold for 60 seconds before replacing the object on the table.
<b>Bending</b>	The ability to bend or kneel to touch the floor and straighten up again.
<b>Getting in and out of a car</b>	The ability to get into a standard saloon car, and out again.
<b>Writing</b>	The manual dexterity to write legibly using a pen or pencil, or type using a desktop personal computer keyboard.

The **life assured** may be required to have a medical examination by an appropriate medical specialist appointed by **us** regardless of the incapacity definition applied at claim.

### 5.2 Countries where this benefit is provided

The **life assured** is covered for Waiver of Premium if they:

- reside or travel within the European Union, or
- travel outside of the European Union for no more than three consecutive months in any 12 months.

If the **life assured** travels outside of the European Union for more than three consecutive months in any 12 months **we** will act reasonably when assessing whether the **life assured** meets the definition of incapacity.

**For details about how to make a Waiver of Premium claim, please see section 10.**



## 6 INDEXATION OPTION

If the indexation option is shown in **your Policy Schedule**, the **amount of cover** will increase in line with changes in inflation on each **policy** anniversary with no need for further medical evidence.

The **amount of cover**, 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 to tell **you** what the increase in the **amount of cover** and **premium** will be.

### 6.2 Increase limits for the amount of cover

If the change in **RPI** is less than or equal to 1% **we** will not increase the **amount of cover**.

If the change in **RPI** is more than 10% **we** will only increase the **amount of cover** by 10%.

### 6.3 How your premium will increase

**Your premium** will increase in line with the change in **RPI** multiplied by 1.5 subject to a maximum increase of 15%.

### 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 **amount of cover** and the **premium** and **your** direct debit will be updated automatically.

#### 6.4.2 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 in the letter **we** send to **you** by the date shown.

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

## 7 CHANGING YOUR POLICY

### 7.1 Guaranteed Insurability Option for family or mortgage protection

If the Guaranteed Insurability Option is shown as included in **your Policy Schedule**, **you** have the option to increase the **amount of cover** without the need for further medical information on the occurrence of specified events.

#### 7.1.1 When you can use the Guaranteed Insurability Option

**You** can use this option to increase the **amount of cover** in the event of:

- a) The **life assured** entering into marriage or a registered civil partnership, or
- b) The birth of the **life assured's** child, or
- c) The **life assured** legally adopting a child, or
- d) An increase to the **life assured's** mortgage by reason of a house move or undertaking major home improvements, or
- e) An increase in the **life assured's** earnings due to a change of employment or promotion.

This option must be used within six months of the event and if **we** request relevant documents in relation to the events, **you** must provide them to **us**.

#### 7.1.2 The amount cover can increase by

For all increases, the **amount of cover** may only be increased on each occasion by the lower of:

- 50% of the original **amount of cover** or,
- £150,000, or
- If 7.1.1(d) applies, the amount of the increase in the mortgage, or
- If 7.1.1(e) applies, the amount equal to the original **amount of cover** multiplied by the percentage increase in earnings.

This option may only be used three times in total, and only once in respect of either entering into marriage or a registered civil partnership. The maximum total of all increases permitted is £200,000.

#### 7.1.3 How we provide cover for an increase

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

- Not contain a Guaranteed Insurability Option,
- Not extend beyond the **life assured's** 65th birthday or one year after the **policy expiry date** of this original **policy**, whichever is earlier,
- Only include indexation, if the indexation was chosen at the start of the original **policy** as long as indexation has been accepted by **you** at all **policy** anniversary dates, and
- Be subject to the **premiums**, terms and conditions for such policies at the time the additional policy is issued.

In circumstances where **we** no longer offer Term Assurance and Critical Illness Cover at the time **you** wish to use this option, **we** will offer **you** a reasonable available alternative.

#### 7.1.4 When this option is not available

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

- After the **life assured's** 55th birthday or for a joint life **policy**, the 55th birthday of the older **life assured**,
- If Waiver of Premium is shown in the **Policy Schedule** and a claim under this has been made, until the end of the period of incapacity,
- If the **life assured** has been diagnosed with one of the following or is receiving or has received medical treatment for **our** definitions of:
  - A terminal illness
  - A critical illness
  - Carcinoma in situ of the breast – *treated by surgery*
  - Low grade prostate cancer – *requiring treatment*.
- If the **life assured** has symptoms of or is having tests for a condition covered by this **policy**.

In these circumstances, this option will only be available to the **life assured** where the test results confirm that the **life assured** does not have a condition covered by this **policy**.

## 7.2 Guaranteed Insurability Option for business protection

If the Guaranteed Insurability Option is shown as included in **your Policy Schedule** for business protection, **you** have the option to increase the **amount of cover** without the need for further medical information on the occurrence of specified events.

### 7.2.1 When you can use the Guaranteed Insurability Option

a) If this **policy** has been taken out to cover a business loan, for the purpose of:

- A business acquisition, or
- A business expansion, or
- Buying, extending or altering business premises,

**you** will have the option to increase the **amount of cover** in the event that the business loan is increased.

b) If this **policy** has been taken out to cover loss of profit in the event the **life assured** dies, or is diagnosed with a terminal or critical illness **you** will have the option to increase the **amount of cover** if:

- The **life assured's** value to the business increases, or
- The **life assured** receives an increase in earnings.

c) If this **policy** has been taken out to cover the ownership or interest in a business of:

- A working partner, or
- A working director, or
- A shareholder, or
- Members of a limited liability partnership,

**you** will have the option to increase the **amount of cover** in the event that there is an increase in the value of that ownership or interest.

This option must be used within six months of the event. If **we** request relevant documents in relation to the events, **you** must provide them to **us** in order to process **your** request.

### 7.2.2 The amount cover can increase by

For all increases the **amount of cover** may only be increased on each occasion by the lower of:

- 50% of the original **amount of cover**, or
- £150,000,
- If 7.2.1(a) applies, the increase in the value to the business loan,
- If 7.2.1(b) applies, the increase in the **life assured's** earnings or their value to the business,
- If 7.2.1(c) applies, the increase in value of the **life assured's** ownership or interest.

This option may only be used three times in total. The maximum total for all increases permitted is £250,000.

### 7.2.3 How we provide cover for an increase

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

- Not contain a Guaranteed Insurability Option,
- Not extend beyond the **life assured's** 65th birthday or one year after the **policy expiry date** of this original policy, whichever is earlier,
- Only include indexation, if the indexation was chosen at the start of the original **policy** as long as indexation has been accepted by **you** at all **policy** anniversary dates, and
- Be subject to the premiums, terms and conditions for such policies at the time the additional policy is issued.

In circumstances where **we** no longer offer Term Assurance and Critical Illness Cover at the time **you** wish to use this option, **we** will offer **you** a reasonable available alternative.

### 7.2.4 When this option is not available

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

- After the **life assured's** 55th birthday or for a joint life **policy**, the 55th birthday of the older **life assured**,
- If Waiver of Premium is shown in the **Policy Schedule** and a claim under this has been made, until the end of the period of incapacity,
- If the **life assured** has been diagnosed with one of the following or is receiving or has received medical treatment for **our** definitions of:
  - A terminal illness
  - A critical illness
  - Carcinoma in situ of the breast – *treated by surgery*
  - Low grade prostate cancer – *requiring treatment*

- If the **life assured** has symptoms of or is having tests for a condition covered by this **policy**. In these circumstances, this option will only be available to the **life assured** where the test results confirm that the **life assured** does not have a condition covered by this **policy**.

### 7.3 Joint life policy separation

#### 7.3.1 When you can separate your joint life policy

If **you** have a joint life **policy** and:

- You** divorce, or
- You** dissolve **your** registered civil partnership, or
- Either of **you**:
  - Take over an existing mortgage in one name, or
  - Take out a new mortgage in one name,

**you** may be able to separate **your** cover. **We** will cancel this **policy** and start a new single life policy for each **life assured**.

**You** must make the request within six months of the event being finalised.

Joint life **policy** separation is not available if either of the lives assured has had a valid claim for either of the following:

- Carcinoma in situ of the breast – *treated by surgery*
- Low grade prostate cancer – *requiring treatment*.

#### 7.3.2 What we may need to process your request

- Evidence to support **your** request in the form of:
  - A decree absolute if **you** get divorced, or
  - A final order for the dissolution of **your** registered civil partnership, or
  - Proof of ownership of the relevant mortgage.
- The consent of both lives assured by completing and returning a protection plan amendment form issued by **us**, which includes a short questionnaire about the **life assured's** health, medical history, residency and leisure activities.
- If either **life assured** answers 'yes' to any of the questions in the protection plan amendment form, **we** may require **you** to complete a full application form in order to set up a single life policy. Where **we** undertake a full medical and lifestyle assessment, depending on the answers there may be circumstances where **we** may not be able to offer cover to both of the lives assured.

#### 7.3.3 How we will provide cover

- The new single life policies will include the same cover as this **policy**. **We** will not change the cover in any other way, other than making it a single life policy.
- The new single life policies will be subject to **premiums**, terms and conditions available at the time **you** make the change.
- The maximum **amount of cover** for each new policy will be the lower of:
  - The current **amount of cover** on the original joint life **policy**, or
  - £1,000,000.
- The term of each new policy will not extend beyond the **life assured's** 70th birthday or one year after the **policy expiry date** of this **policy**, whichever is earlier.

### 7.4 Other changes

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

- Increase or decrease the **amount of cover**
- Extend or reduce the period of cover
- Remove a **life assured**
- Change the frequency of **your premiums** between annually and monthly.

#### 7.4.1 What we may need to process your request

- You** consent to the changes by completing and returning a protection plan amendment form issued by **us**, which includes a short questionnaire about the **life assured's** health, medical history, residency and leisure activities.
- If the **life assured** answers 'yes' to any of the questions in the protection plan amendment form, **we** may require **you** to complete a full application form in order to make the changes to **your policy**. Where **we** undertake a full medical and lifestyle assessment, depending on the answers there may be circumstances where **we** may not be able to offer cover to both of the lives assured.
- Any documents reasonably required by **us** to support **your** request.

### 7.4.2 How we will provide cover

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.

## 8 PREMIUMS

### 8.1 Paying your premiums

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

### 8.2 Amount of your premiums

The premiums for this policy will not change unless:

- The indexation option is shown in the Policy Schedule, in which case the premiums will increase as described in section 6, or
- This policy is changed using the options available in section 7, or
- Reviewable premiums are shown in your Policy Schedule, in which case the premiums could change as described in section 8.3.

### 8.3 Reviewable premiums

If reviewable premiums are shown as included in the Policy Schedule, the premiums are guaranteed for the first five years of the policy. Reviews will be carried out to determine whether the premiums will be changed at the fifth anniversary and every five years thereafter. This is to establish whether the premiums you are paying are enough to provide the amount of cover selected.

At a review we will assess the underlying assumptions relating to the expected future number and timing of claims made for this type of policy.

We will assess any change to premiums fairly. When we review the premiums, the factors we look at are:

- Number, timing and cost of claims we have paid;
- Number, timing and cost of claims we expect to pay in the future;
- Insurance industry claims experience;
- Expected impact of future medical advances; and
- Changes to applicable laws, regulations or tax treatment.

Your state of health or individual circumstances won't be a factor at the review.

We will write to you about the outcome of the premium review and tell you at least three months in advance about the options you have and what action you may have to take. If, after the premium review we recalculate your premium to within 5% of what you have already been paying, your premium will not change. Any change in the premium not taken into account at the premium review will be taken into account at future premium reviews.

#### 8.3.1 Options at your premium review

a) Your premium reduces or stays the same.

If the premium has reduced, you don't need to take any action and your direct debit will automatically be updated.

If your premium stays the same your direct debit will remain unchanged.

b) The premium increases.

If your premium has increased you can choose to:

- Accept the increased premium. If you choose this option, you don't need to take any action and your direct debit will automatically be updated; or
- Keep your premiums the same but reduce the level of cover. If this is the option you want to take you will need to contact us within 30 days of receiving a premium review letter from us. This will ensure there is sufficient time for us to process your request prior to your review date.

It is important to ensure the level of cover still meets your needs, as the option you select at each premium review cannot be changed. Regardless of the decision you make, your premiums will continue to be reviewed throughout the period of cover and you will be able to select a different option at any future premium review if your premium increases.

### 8.4 What happens 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 cancel this policy, the cover will end and no further premiums will be payable.

We will not refund any premiums already paid.

## 9 GENERAL EXCLUSIONS AND CONDITIONS

**9.1** You will not be eligible to make a claim under this **policy** if:

- You don't meet the definitions for cover as described in sections 3, 4 and 5, or
- Section 3.1.3 applies, or
- Section 3.2.3.1 applies, or
- The **premiums** under this **policy** are not up to date.

**9.2** We will not pay a claim in any circumstances that are shown under the **exclusions** section in **your Policy Schedule**.

**9.3** 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 **amount of cover**. 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** 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 the accurate information been provided, **we** may reduce the **amount of cover** to reflect the higher **premiums** that would have applied had the accurate information been provided. The following formula will be used in these circumstances:

$$\text{New amount of cover} = \frac{\text{Premium actually charged}}{\text{Higher premium}} \times \text{original amount of cover}$$

**9.4** **We** may make changes to these **policy** terms and conditions that **we** reasonably consider are appropriate due to a change in any applicable legislation, regulation or taxation. In such circumstances, **we** will notify **you** in writing in advance of any changes being made.

**9.5** This **policy** is governed by English Law.

**9.6** All communication in relation to this **policy** will be in English.

**9.7** The right to exercise any option under this **policy** or to exercise any right conferred by this **policy** is limited to such as are allowed in the terms of the **policy** and as are compatible with the requirements of Paragraph 19(3) of Schedule 15 of the Income and Corporation Taxes Act 1988 for a qualifying policy.

**9.8** **We** will not pay a claim if this **policy** was offered or issued to **you** subject to the cancellation of a specified policy(ies), and **you** did not cancel it (them).

## 10 MAKING A CLAIM

### 10.1 Notifying us of a claim

If **you** need to make a claim under this **policy**, please notify **us** using **our** claims contact details in section 11.1.

#### 10.1.1 Life Cover

If **you** are claiming for Life Cover, **we** will need the following when **you** notify **us**:

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

### 10.1.2 Critical Illness Cover and Terminal Illness Cover

If **you** are claiming for Critical Illness Cover, Terminal Illness Cover or for Additional Cover **we** will need the following when **you** notify **us**:

- **Your policy** number
- Details of the illness and diagnosis
- **Your** contact details
- GP/Doctor's contact details.

### 10.1.3 Accident Hospitalisation Benefit

If **you** are claiming for Accident Hospitalisation Benefit **we** will need the following when **you** notify **us**:

- **Your policy** number
- Details of the physical injury and hospital admission
- **Your** contact details
- GP/Doctor's contact details.

### 10.1.4 Waiver of Premium

If **you** are claiming for Waiver of Premium **you** must notify **us** of a claim within 16 weeks of the start of the **life assured's** incapacity, otherwise **we** will consider the start of their incapacity to be 16 weeks before the date **we** are told. **We** may not insist on this if there are exceptional medical or other reasons why **you** cannot tell **us** within 16 weeks of the start of incapacity.

## 10.2 Assessing your claim

**We** may send **you** a claim form to complete and return to **us**.

In order to assess **your** claim **we** will require different evidence depending on the type of claim **you** are making. The table below shows what **we** need from **you**.

**We** will also ask for **your Policy Schedule** and any other documents **we** may reasonably require for the claim **you** are making.

Type of claim	Evidence required
Life Cover	The death certificate of the <b>life assured</b> .
Terminal Illness Cover	Proof that the relevant definition has been met.
Critical Illness Cover	
Carcinoma in situ of the breast	
Low grade prostate cancer	
Accident Hospitalisation Benefit	
Waiver of Premium	Proof that the relevant incapacity definition has been met.
Children's Critical Illness Cover	Evidence of the <b>relevant child</b> in the form of: <ul style="list-style-type: none"> <li>• The birth certificate, for a natural child, or the legal adoption certificate, for a legally adopted child, or the marriage certificate or certificate of a registered civil partnership, for a stepchild, and proof that the relevant definition has been met.</li> </ul>

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

### 10.2.1 Assessing a claim for total and permanent disability

If **your Policy Schedule** shows **your** total and permanent disability definition is 'own occupation' but the **life assured** is not in paid employment at the time of a claim, **your** claim will be assessed under the Specified Work Tasks definition described in section 4.



### 10.3 Who we pay the cover to

The **amount of cover** is paid to **you**. In most cases, this means that **we** will make payment directly to the legal owner of the **policy**, or if that person is dead, to their personal representative (usually the executor named in their will). This also means that if the **policy** has been placed in trust, **we** will make payment to the trustees and if the **policy** has been assigned, we will make payment to the assignees.

### 10.4 Payment of cover

**We** will pay a claim for any of the cover described in sections 3 and 4 of this **policy** as a lump sum.

Cover can only be paid in pound sterling (GBP) to a bank account in the UK. If **you** wish to receive payments outside the UK, then arrangements for such transfers must be made at **your** own expense.

### 10.5 Replacement cover

If **you** have a joint life **policy** and one of the lives assured makes a valid claim under full cover as defined in section 3.1, **you** can request to continue cover for the other **life assured** as a new single life policy.

**You** must request this option within six months of a valid claim under full cover being paid.

This option is not available if the **life assured** requesting replacement cover has had a valid claim for either of the following:

- Carcinoma in situ of the breast – *treated by surgery*
- Low grade prostate cancer – *requiring treatment*

#### 10.5.1 What we need to process your request

- a) The consent of the **life assured** who hasn't claimed under full cover, by completing and returning a replacement cover form issued by **us**, which includes a short questionnaire about the **life assured's** health, medical history, residency and leisure activities.
- b) If the **life assured** who hasn't claimed under full cover, answers 'yes' to any of the questions in the replacement cover form, **we** will require **you** to complete a full application form in order to set up a single life policy. Where **we** undertake a full medical and lifestyle assessment, depending on the answers there may be circumstances where **we** may not be able to offer cover.

#### 10.5.2 How we will provide cover

- a) The new single life policy will include the same cover as this **policy**. **We** will not change the cover in any other way, other than making it a single life policy.
- b) The **amount of cover** will be the same as this **policy**, unless **you** have decreasing cover. For decreasing cover, the **amount of cover** will be the remaining **amount of cover** at the time a valid claim under full cover was paid on this **policy**.
- c) The term of the new policy will not extend beyond the **life assured's** 70th birthday or one year after the **policy expiry date** of this **policy**, whichever is earlier.
- d) The new single life policy will be subject to **premiums**, terms and conditions available at the time **you** make the change.



## 11 HOW TO...

### 11.1 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 Change <b>your policy</b> Cancel <b>your policy</b>	0370 010 4080	Legal & General Assurance Society Limited City Park The Droveaway Hove East Sussex BN3 7PY
Claims for: Death or Terminal Illness Cover Critical Illness Cover, carcinoma in situ of the breast, low grade prostate cancer, Children's Critical Illness Cover or additional benefits Waiver of Premium	0800 137 101 0800 068 0789 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.

### 11.2 Cancel this policy

**You** can cancel **your policy** at any time.

Once **your 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 **your policy** after 30 days, **you** will not get any money back.

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

### 11.3 Make a complaint

If **you** wish to complain about the service **you** have received from **us**, or **you** would like **us** to send **you** a copy of **our** internal complaint handling procedure, please contact **us**.

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

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

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

## 12 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 100% 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](http://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](http://www.legalandgeneral.com)



**Legal & General Assurance Society Limited**  
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