# **POLICY BOOKLET**

## INTRODUCTION

Words that appear in **bold** are explained in the section headed 'List of definitions used in this document' on page 18.

This Policy Booklet shows **you** the features, benefits and exclusions (things that are not covered) that apply to the policy.

## **TYPE OF POLICY**

Rental Income Protection Benefit

## **WHO IS COVERED**

The life insured is covered.

## WHAT IF YOU NEED TO MAKE A CLAIM?

It's important **you contact us as soon as possible when you need to make a claim**, as it can take **us** time to gather all the information **we** need. For **us** to fully assess **your** claim, we'll need to receive all the information **we** request from both **you** and any third party (such as a Doctor). **We** want to avoid delays to **your** benefit being paid, so please help **us** to do this as quickly as possible.

Key points to know about the claims process:

- Contact us to make a claim as soon as you're unable to work if you believe your illness or injury will likely continue past your chosen deferred period. You can contact us:
  - online via My Account at <u>landg.com/myaccount</u>
  - or call us on 0800 027 9830.
- So we can assess your claim, we'll ask you to send us details of your illness or injury. We'll also ask for your permission to contact your doctor for medical information and ask for contact details for your doctor. We'll also need contact details for your employer and proof of earnings, as well as any other relevant information. Please provide this as soon as you can, so we can help you as quickly as possible.
- **We** sometimes rely on third parties such as healthcare providers and the NHS to provide evidence, which can mean delays to when **your** claim will be assessed.
- Your benefit will be paid on a monthly basis in arrears. This means we aim to send your first payment 1 month after the end of your deferred period. This is the minimum number of weeks we'll wait before we start paying your monthly benefit. However, this may be delayed if it takes longer for us to be notified, or to assess and approve your claim, meaning that your claim may not be paid out immediately. This is more likely if you've chosen a short deferred period, such as 4 or 8 weeks.
- If this happens, we'll make **your** first payment as soon as possible after **your** claim has been accepted as well as any backdated payments due in line with the terms and conditions. It's important **you** consider any financial arrangements **you** need to make so **you** can continue paying **your** bills until **your** claim can be paid.
- When you make a claim, we use your income from just before you became sick or injured to work out your monthly benefit. This means if you've changed your hours or are earning less than you were when your policy started, your monthly benefit might be lower. It's important to regularly review your cover to make sure it still meets your needs. So, if your income increases or decreases, you may want to review your Income Protection Benefit.
- If you're experiencing financial difficulties, please let your claims assessor know.

## **PREMIUMS**

Premiums are payable monthly and start from the policy start date.

## **Guaranteed premiums**

The premiums for the policy will not change unless you make changes to the policy using the options available in the section headed 'Changing your policy'.

## Increasing cover

If **you** choose an increasing plan the premiums will increase in line with the change in the Retail Prices Index (RPI) multiplied by 1.5 subject to a maximum increase of 15% per annum.

The 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.

If you choose to add Fracture Cover will not be included as part of the annual review of your policy.

## **PAYING PREMIUMS DURING THE DEFERRED PERIOD**

You must continue to pay premiums during your deferred period (or your first deferred period if Stepped Benefit is chosen) 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.

## **PAYING PREMIUMS WHEN RECEIVING A MONTHLY BENEFIT**

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

## WHAT HAPPENS IF THE PREMIUMS ARE NOT PAID?

We are entitled to cancel the policy if any premiums are not paid within 60 days of their due date. If we cancel the policy, your cover will end and no further premiums will be payable. We will not refund any premiums already paid.

## **AMOUNT OF COVER**

## Level cover

If you choose level cover the **monthly benefit** will stay the same unless you change it during the period of cover.

## **Increasing cover**

If **you** choose increasing cover the **monthly benefit** will increase in line with changes in inflation on each policy anniversary with no need for further medical evidence.

The **monthly benefit**, including any increases **you** accept, will increase in line with the change in the Retail Prices Index (RPI) over a 12 month period. If **we** cannot use the RPI, **we** will use an index comparable to the RPI instead. **We** will contact **you** at least three months before the policy anniversary to tell **you** what the increase in the **monthly benefit** and premium will be.

If the change in the RPI is less than 1% we will not increase the monthly benefit.

If the change in the RPI is more than 10% we will only increase the monthly benefit by 10% per annum.

If you choose to add Fracture Cover it will not be included as part of the annual review of your policy.

## Your options

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 update your direct debit.

If your monthly benefit increases above the maximum allowed by your employed earnings, selfemployed earnings or if you are a houseperson, as outlined in the section headed "Payment of Claims", then the monthly benefit may be more than we will pay out if you make a claim.

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 **monthly benefit** and premium, then we will withdraw the option and you will not be given the option to increase the **monthly benefit** in the future.

## **DEFERRED PERIODS**

You can choose from a four, eight, 13, 26 or 52 week deferred period.

If your claim is accepted after we have assessed it both medically and financially, the monthly benefit will be paid in arrears at monthly intervals following the end of the deferred period.

If you choose the Stepped Benefit, you must choose two **deferred periods** and the stepped **monthly benefit** will become payable in two stages during a period of **incapacity**.

## NHS DENTISTS, DOCTORS, MIDWIVES, NURSES OR SURGEONS

If **you** are employed by the NHS in the UK, and are registered with the General Dentist Council (GDC) or General Medical Council (GMC), or **you** are a nurse or midwife directly employed by the NHS in the UK and registered with the Nursing & Midwifery Council (NMC) **we** can provide special terms in order to match **your** sick pay structure should **you** come to claim within **your** first 5 years of employment with the NHS.

The policy should be set up on a stepped benefit basis with a 26 and 52 week **deferred period** split, this matches **your** sick pay structure after 5 completed years of service. Should **you** need to make a claim before completing 5 years service, **we** will be able to match **your** situation at the time and start paying the **monthly benefit** when **your** NHS sick pay reduces or stops. This will not apply if **you** are an unemployed dentist, doctor, midwife, nurse or surgeon at the time of **incapacity**.

This option should only be used to cover **your** earnings through the NHS for that specific employment and will not cover any additional earnings received from a private medical practice. When calculating the **monthly benefit you** receive **we** will take into account all other income **you** receive including, for example, income from private practice, employment by GP or dental partnerships or any other healthcare businesses, as well as **your** entitlement to sick pay from **your** employer, or any other insurance policies.

In the event of a claim **you** should notify us of **your** illness or **incapacity** as soon as possible, so that **we** can obtain all the relevant and necessary evidence needed to support the claim. **We** can only provide this offering if the policy has been set up with a stepped benefit of 26 and 52 weeks. Restrictions and limits relating to the maximum allowable benefit still apply.

## **HOW LONG IS COVER FOR?**

The cover starts on the policy start date and ends on the earlier of:

- The policy end date, or
- If the policy is cancelled by you or us.

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

## WHAT WILLYOU BE COVERED FOR?

The **monthly benefit**, subject to the exclusions defined in the section headed 'When we will not pay a claim' will be paid if, before the **policy end date**, the **life insured** cannot work due to **incapacity** caused by an **illness** or an injury which results in a loss of **earnings**.

## **LOW COST OPTION**

If you have the option to choose Low Cost Option we will pay the **monthly benefit** for any individual claim that meets the definition of **incapacity** for a period up to either 12 or 24 months, as chosen at the start of the policy.

After any individual claim reaches the maximum benefit payment period **you** must return to work for a continuous period of 6 months before a further claim can be considered should **you** become **incapacitated** again from the same or related cause. If after any individual claim reaches the maximum benefit payment period, **you** become **incapacitated** again for an unrelated cause, there is no minimum period **you** must have returned to work for before being eligible to make a further claim. In both instances the **deferred period** will apply.

If any individual claim does not reach the maximum duration of the maximum benefit payment period and **you** become **incapacitated** for the same or related cause within 12 months **we** will consider this a linked claim (see section headed 'Linked Claims'). The **monthly benefit** payments will continue until the maximum benefit payment period is reached.

If you are a houseperson, once the maximum benefit payment period has been reached, the policy will end and we will stop paying the monthly benefit and will not collect any more premiums. This can be made up of a single claim or a number of shorter claims that equal the maximum benefit payment period in total.

## **STEPPED BENEFIT**

If you choose the Stepped Benefit you will have two **deferred periods** and two levels of **monthly benefit**. You choose these when you apply for the policy.

If you are incapacitated, we will pay you the lower monthly benefit at the end of the first deferred period.

If you continue to be incapacitated, the monthly benefit will increase at the end of the second 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 the section headed 'Payment of Claims'.

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 the policy, continuing income includes any income payable from:

- · an employer such as sick pay,
- · a business including dividends
- · investments if this is taken into account when 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 the 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.

## **FRACTURE COVER**

You can choose to add Fracture Cover for an additional cost at the start of the policy as long as this is before the **life insured's** 64<sup>th</sup> birthday.

Fracture Cover is insured by **AXIS Specialty London** (the insurer) with all claims processed by **Trustedoctor**. Fracture Cover is arranged through Legal & General Partnership Services Limited as agent of the insurer.

## When does cover apply?

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

- · the policy ends, in which case it will end on the policy end date; or
- you can't renew the benefit because:
  - you are resident outside of the UK; or
  - our relationship with Trustedoctor comes to an end; or
  - there has been any change of law, regulatory requirement or taxation which means we can no longer offer Fracture Cover.

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

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

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

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

## What is covered?

**The insurer** will cover the **life insured** if they **fracture** a bone, dislocate a joint, rupture a tendon or tear a ligament as listed in the table below. A payment will only be made if the injury happens more than seven days after the policy start date.

Where **you** make a claim for multiple injuries as a result of the same event the policy will pay only the injury with the highest payment amount. There is no limit to the number of claims for separate events you can make during the term of the policy however the maximum amount **the insurer** will pay out for each person that is covered in any policy year is £4,000. A policy year runs from the start date of the policy to the day before the policy anniversary date, and each subsequent anniversary date.

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

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

## **Rental Income Protection Benefit**

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

## **Trustedoctor portal**

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

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

## When will a fracture claim not be paid?

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

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

## **Conditions of Fracture Cover**

- · Option must be chosen at outset.
- Fracture Cover can only be added if you do not already have it on another Legal & General policy.
- You can cancel this benefit at any time. If you do the premium for your policy will be recalculated. This benefit cannot be reapplied to your policy.
- Fracture Cover cannot be transferred to another product.
- · Making a claim under Fracture Cover will not affect your core product or any other benefits.
- · This benefit will end on the earlier of:
  - ° the day before the policy anniversary date unless renewed, or
  - ° if the policy ends, or
  - ° if you cancel your policy or the benefit at any stage.

## **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 your 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 8<sup>th</sup> day following seven consecutive nights in hospital until the earliest of:

- · Leaving hospital,
- · The end of the deferred period,
- The end of the 13<sup>th</sup> week of stay,
- The policy end date, or
- Your death.

If you choose Stepped Benefit the Hospitalisation Benefit will be based on your lower monthly benefit.

## **COVER PAYABLE UPON DEATH (LIFE COVER)**

If you die before the policy end date we will pay life cover equal to 12 monthly premiums.

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

## WHEN WE WILL NOT PAY A CLAIM

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.

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 **policy end date**.

## **DEFINITION OF INCAPACITY**

To claim for the monthly benefit you will need to meet one of the incapacity definitions listed below.

## 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 the section headed "Assessing your claim" 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.

## **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 the section headed "Assessing your claim" and are satisfied that you are unable to undertake at least three of the tasks from the activities listed below for a sustained period and as a direct result of your 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.	

## **COUNTRIES WHERE COVER IS PROVIDED**

The policy will remain in force if:

- you reside in or travel to any part of the countries that form part of the UK, 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 the policy will not be payable for more than six calendar months for incapacity while
  you are outside the countries listed above.

## **CHANGING YOUR POLICY**

On the occurrence of specified events **you** have the option to increase the **monthly benefit** without the need for further medical information. To do this the policy must be taken out before **your** 55<sup>th</sup> birthday. This option may not be available if **we** apply a premium increase to **your** cover as a result of the information **you** give **us** in **your** application. **Your** policy documents will explain if this option is available to **you**. If the following do not apply when **you** want to change **your** cover then there are alternative ways outlined in the section headed 'Other Changes'.

You can increase the monthly benefit in the event of:

- a) if you enter into a marriage or a registered civil partnership, or
- b) if you get divorced or dissolve a registered civil partnership, or
- c) the birth of your child, or
- d) you legally adopting or becoming the legal guardian of a child, or
- e) if you receive an increase of earnings of at least 10%, or
- f) if **your** rent increases by reason of an increase imposed by the landlord or moving in to a new rental property, or
- g) if you purchase a property as your main residence and take out a mortgage. To use this option you will also need to change your policy as described in the section headed 'If you stop renting'.
- h) on every third policy anniversary date.

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

## The monthly benefit can increase by

For all increases, the **monthly benefit** may only be increased on each occasion by up to 100% of the original **monthly benefit**, subject to a maximum of £833.33 per month. This is providing the **monthly benefit** does not exceed **maximum monthly benefit** payable.

The option can be used multiple times, but the total of all increases must not exceed the maximum total permitted of £2,500 per month.

## 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 allow you to increase your cover without additional medical evidence,
- not extend beyond your 70th birthday or the policy end date of the policy whichever is earliest,
- only be an Increasing Income Protection Plan if **you** choose increasing cover and the option to increase has been accepted by **you** at all policy anniversary dates,
- not have a deferred period shorter than the deferred period of this policy.

If you choose Stepped Benefit the first **deferred period** of the new policy will not have a first **deferred period** shorter than the original policy.

If **you** have the option to choose the Low Cost Option, the new policy will not have a maximum benefit payment period longer than the original policy.

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

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

## When this option is not available

This option will not be available to you:

- after your 55<sup>th</sup> birthday,
- · if a valid claim has been made,
- if you are incapacitated as defined in the section headed "Definition of Incapacity".

## **OTHER CHANGES**

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

- · Extend or reduce the policy end date,
- · Decrease the monthly benefit,
- · Increase or decrease the deferred period.

## What we may need to process your request

- a) **Your** consent to the changes by completing and returning a plan amendment form issued by **us**, which includes a short questionnaire about **your** health and medical history.
- b) If you answer 'yes' to any of the questions in the plan amendment form, we may require you to complete a full application 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 you.
- c) Any documents reasonably required by us to support your request.

## How we will provide cover

**We** will confirm if the change **you** have requested means the original 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.

## IF YOU STOP RENTING

In the event that **you** no longer rent a property as a result of taking out a mortgage, **you** have the option to change this policy to **our** Income Protection Benefit plan without the need for further medical information.

If you do this your existing policy will be cancelled and a new policy will be set up and different terms and conditions will apply. Your premium will remain the same and the existing monthly benefit limits will still apply.

## **GENERAL CONDITIONS**

- The 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).
- 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 the 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:

New monthly benefit = Premium actually charged x original monthly benefit
Higher Premium

- 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.
- When giving instructions in relation to any provision of the policy, you should send a copy of the Policy
  Booklet, clear written instructions and proof of title to the policy, to our principal office, see the section
  headed "How to contact us". We will notify you of any other evidence that we may reasonably require.
- 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.
- All rights mentioned in the policy are conferred upon the life insured of the policy, or in the event of the
  death of the life insured, their successor in title, and the phrases "you" and "your" wherever used should
  be construed accordingly.
- 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 advance of any changes being made.
- You cannot take out this policy if you haven't been registered with a GP in the United Kingdom for at least the last two years.
- The policy is governed by English Law.
- All communication in relation to the policy will be in English.

## **MAKING A CLAIM**

## Notifying us of a claim

To make a claim under the policy, please notify **us** using **our** claims contact details in the section headed 'How to Contact us'.

#### If You choose:

- · A four week deferred period, you must tell us within two weeks of the start of incapacity.
- An eight, 13, 26 or 52 week deferred period, you must tell us within four weeks of the start of incapacity.

If you delay in telling us of a claim the deferred period may be deemed to have started not more than four weeks before the date 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. When claiming we will need your policy number, your GP/Doctors contact details and your contact details.

#### **Fracture Cover**

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

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

## **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 your doctor(s). When we have received all forms and your medical consent, we will request medical information from the doctor(s) treating you 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 in monthly arrears.

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.

## **Fracture Cover**

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

## **PAYMENT OF CLAIMS**

## 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, £60,000 plus 50% of your employed earnings over £60,000.
- 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, £60,000 plus 50% of your yearly self-employed earnings over £60,000. 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 is 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 the 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 the 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**.

## **INCOME GUARANTEE**

Your monthly benefit at claim is calculated based on your earnings immediately before you are 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 ask 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, subject to a specified limit.

If **you** are an NHS dentist, doctor, midwife, nurse or surgeon **we** will base the Income Guarantee on the lower of £3,000 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 gainfully employed or gainfully self-employed 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 the section headed "Payment of Claims", will be deducted from the **monthly benefit** stated in **your** Policy Booklet, or the maximum **monthly benefit** at the time of claim, whichever is greater.

If you are gainfully employed or gainfully self-employed and the chosen monthly benefit is more than £1,500 per month and the maximum monthly benefit at claim is less than £1,500 per month, or you are an NHS dentist, doctor, midwife, nurse or surgeon and the chosen monthly benefit is more than £3,000 per month and the maximum monthly benefit at claim is less than £3,000 per month, any continuing income will be deducted from the Income Guarantee.

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.

## **OVERALL MAXIMUM MONTHLY BENEFIT**

The overall maximum **monthly benefit** is subject to a limit of £240,000 a year whether a) or b) in the section headed "Payment of Claims" applies. This maximum limit includes the continuing income listed in the same section.

If an Increasing Income Protection Benefit Plan is chosen the maximum **monthly benefit you** can have is £14,000 per month (up to a maximum of £168,000 per year).

## 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 the section headed "Payment of Claims".

## **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 explain.

## **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 in the section "Definition of Incapacity" 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 the Policy Booklet.
- 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 the Policy Booklet.

## **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.

If you have the option to choose the Low Cost Option the Proportionate Benefit will not be payable if you return to work on a lower level of earnings after an individual claim has reached the maximum benefit payment period. If the claim does not reach the maximum benefit payment period payments and you return to work on a lower level of earnings the Proportionate Benefit would be payable for the remainder of the maximum benefit payment period.

## **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 in arrears following the end of the deferred period and at monthly intervals until the earliest of:

- · the end of your incapacity,
- · the policy end date,
- · your death, or
- you have reached the maximum claims period as specified in the section headed 'Low Cost Option' (if you choose the Low Cost Option).

## **HOWTO CONTACT US**

Reason for contact	Contact details	Contact address
<ul><li> General Enquiries</li><li> Change your policy</li><li> Cancel your policy</li></ul>	0370 010 4080 *  protection.customerenquiries@ landg.com	Legal & General Assurance Society Limited City Park The Droveway Hove East Sussex BN3 7PY
Make a claim: Legal & General	0800 027 9830*	Legal & General Assurance Society Limited City Park The Droveway Hove East Sussex BN3 7PY
Make a claim: Fracture Cover	Fracture Cover Web: www.trustedoctor.com/ landg-fracture-cover Email: landgfracturecover@ trustedoctor.com	Trustedoctor PO Box 77845 London SE10 1FH
Make a complaint: Legal & General	0370 010 4080 *	Legal & General Assurance Society Limited Four Central Square, Cardiff, CF10 1FS
Make a complaint: Fracture Cover	AXIS Specialty London Tel: 0207 050 9000 Fax: 0207 050 9001 Email: complaints@axiscaptial.com	Complaints AXIS Specialty London C/o 52 Lime Street London EC3M 7AF

<sup>\*</sup>We may record and monitor calls. Call charges will vary.

## **HOWTO CANCELTHE POLICY**

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

If **you** cancel the policy within 30 days of receiving both the notice and the policy, **we** will refund any premiums paid.

If you cancel the policy after 30 days, you will not get any money back.

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

## **HOWTO MAKE A COMPLAINT**

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

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.

## 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 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.

## **SOLVENCY AND FINANCIAL CONDITIONS REPORT (SFCR)**

Legal & General are required to publish an annual Solvency and Financial Condition Report (SFCR) describing **our** Business and its Performance, **our** System of Governance, Risk Profiles, Valuation for Solvency Purposes and Capital Management. **Our** latest SFCR is available at: <a href="https://www.legalandgeneralgroup.com/investors/library">www.legalandgeneralgroup.com/investors/library</a>.

## LIST OF DEFINITIONS USED IN THIS DOCUMENT

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

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

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

Bodily injury - Means identifiable physical injury which is caused by an accident.

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

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

Cyber act - For the purpose of this document cyber act means:

- i. a deliberate, unauthorised, malicious or criminal act;
- ii. a series of related deliberate, unauthorised, malicious or criminal acts; or
- iii. any threat or hoax relating to i and/or ii above,

regardless of time and place, involving access to or the processing, use or operation of any **computer** system.

Cyber incident - For the purpose of this document cyber incident means:

- i. any error or omission or series of related errors or omissions involving access to or the processing, use, or operation of any **computer system**; or
- ii. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

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

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

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.

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

**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**.

**Illness** - means **your** sickness or disease the symptoms of which first appear during the period of insurance and which results solely and independently of any other cause in **your** total disablement within twelve consecutive months after the symptoms first appear.

**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.

Landlord - The person(s) who owns the property that the rental agreement applies to.

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

Life insured -The person who is named as the life insured under the policy as shown in the Policy Booklet.

Main residence - The property you usually live in.

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

Monthly Benefit(s) - The benefit chosen at the start of the policy, 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.

Osteoporosis - A disease that causes thinning of the bone.

Our, us or we - Legal & General Assurance Society Limited.

**Physician** - A person who is qualified to practise medicine who is registered, or provisionally registered, with the General Medical Council and licensed to practice in the UK.

**Policy end date** - The date that cover under the policy will end.

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

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

Renewal date - The annual anniversary of the start date.

Self-employed earnings - For the purpose of the 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.

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

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

**Statutory maternity, paternity or adoption leave** - The duration of statutory leave as set out and defined by government regulation.

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

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

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

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

You or your -The person who is named as the life insured in the Policy Booklet.

# **Alternative formats**

If you would like a copy of this in large print, braille, PDF or in an audio format, call us on **0370 010 4080**. We may record and monitor calls. Call charges will vary.



## www.legalandgeneral.com



## **Legal & General Assurance Society Limited**

Registered in England and Wales No. 00166055

Registered office: One Coleman Street, London EC2R 5AA

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

## **Legal & General Partnership Services Limited**

Registered in England and Wales No. 00504500

Authorised and regulated by the Financial Conduct Authority.

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