

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

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 landg.com/myaccount
 - 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.

The rates that we use to calculate **your** premiums are guaranteed.

The premiums for the policy will increase each year in line with **your** age at the policy anniversary date. The premiums shown in **your** Personal Quote will not change unless **you** make any changes to your policy. Please see **your** Personal Quote for a breakdown of **your** premiums for the length of the policy

Increasing cover

If **you** choose an increasing plan the premiums will increase each year in line with **your** age at the policy anniversary date. **Your** premium will also 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.

Please see **your** Personal Quote for a breakdown of **your** premiums for the length of the policy.

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, self-employed 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**.

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 WILL YOU 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** 64th 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** or **AXIS Specialty London** comes to an end; or
 - there has been any change of law, regulatory requirement or taxation which means **we** can no longer offer Fracture Cover.

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

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

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

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

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 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**.

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
 - 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.

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** 55th 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) **you** enter into a marriage or a registered civil partnership, or
- b) **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) **you** receive an increase of **earnings** of at least 10%, or
- f) **you** increase your mortgage, or
- g) 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 the **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** 55th 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.

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:

$$\text{New monthly benefit} = \frac{\text{Premium actually charged} \times \text{original monthly benefit}}{\text{Higher Premium}}$$

- **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 **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, 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 £120,000 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 £7,000 per month (up to a maximum of £84,000 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 style="list-style-type: none"> • General Enquiries • Change your policy • Cancel your policy 	0370 010 4080 * protection.customerenquiries@landg.com	Legal & General Assurance Society Limited City Park The Droeway Hove East Sussex BN3 7PY
Make a claim: Legal & General	0800 027 9830*	Legal & General Assurance Society Limited City Park The Droeway 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@axisaptial.com	Complaints AXIS Specialty London C/o 52 Lime Street London EC3M 7AF

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

HOWTO CANCEL THE POLICY

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

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

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

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

HOW TO MAKE A COMPLAINT

If **you** wish to complain about the service **you** have received 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: www.legalandgeneralgroup.com/investors/library.

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: www.axiscapital.com/who-we-are/about-axis/privacy-policy

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

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 1st and expiry of the 2nd **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.

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.

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

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