



Term Assurance and Critical Illness Cover

Policy Terms and Conditions

T&C 34CH



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1 Definitions explained

Amount of cover

The amount of money this **policy** provides in the event of a valid claim, as shown in **your Policy Schedule**.

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

Clear prognosis

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

Exclusions

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

Full-time education

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

Interest rate

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

Irreversible

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

Life assured

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

Medical Officer

A qualified doctor employed by Legal & General.

Neurological deficit with persisting clinical symptoms

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

Our, us or we

Legal & General Assurance Society Limited.

Permanent

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

Permanent neurological deficit with persisting clinical symptoms

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

Policy

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

Policy expiry date

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

Policy Schedule

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

Policy start date

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

Premium(s)

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

Relevant child/children

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

- at least 30 days old, and
- younger than 18 years, or
- younger than 21 years if in **full-time education**, during the period of cover.

You or your

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

2. Introduction

Welcome to Churchill

Thank you for choosing Churchill Life Insurance, provided and administered by Legal & General. Churchill has chosen Legal & General as its provider of life insurance as they've been helping people to protect their families financially since 1836.

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

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

This policy consists of:

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

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

2.1 Who is covered

The life assured is covered.

2.2 Amount of cover

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

2.2.1 Level cover

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

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

2.2.2 Decreasing cover

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

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

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

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

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

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

2.3 Period of cover

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

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

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

3. Cover provided

3.1 Full cover

3.1.1 Life and Critical Illness Cover

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

- dies, or
- is diagnosed with a terminal illness as described in section 3.1.2, or
- is diagnosed with a critical illness as defined in section 4, whichever occurs first.

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

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

3.1.2 Terminal Illness Cover

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

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

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

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

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

3.1.3 Suicide in the first year

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

- suicide, or
- intentional and serious self-injury, or
- exposing themselves to significant risk that is more likely than not to result in death.

3.2 Additional cover

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

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

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

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

We will pay the lower of:

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

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

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

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

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

For the above definition the following is not covered:

- Any other type of treatment.

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

3.2.2 Cover for low grade prostate cancer – requiring treatment

We will pay the lower of:

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

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

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

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

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

For the above definition, the following are not covered:

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

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

3.2.3 Children’s Critical Illness Cover

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

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

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

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

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

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

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

Only one claim per **relevant child**, to a maximum of two **relevant children** will be paid under this **policy**. After the second claim has been paid, the Children’s Critical Illness Cover will end.

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

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

We will not pay a claim if:

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

3.3 Additional benefits

3.3.1 Accident Hospitalisation Benefit

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

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

- A terminal illness
- A critical illness

3.4 Additional benefits for Children’s Critical Cover

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

3.4.1 Child Accident Hospitalisation

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

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

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

3.4.2 Child funeral benefit

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

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

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

3.4.3 Childcare benefit

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

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

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

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

3.4.4 Family accommodation benefit

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

3.5 Countries where cover is provided

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

4. Critical illnesses

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

<p>Cancer – <i>excluding less advanced cases</i></p>	<p>Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue.</p> <p>The term malignant tumour includes leukaemia, sarcoma and lymphoma except cutaneous lymphoma (lymphoma confined to the skin).</p> <p>For the above definition, the following are not covered:</p> <ul style="list-style-type: none"> ● All cancers which are histologically classified as any of the following: <ul style="list-style-type: none"> – pre-malignant; – non-invasive; – cancer in situ; – having either borderline malignancy; or – having low malignant potential. ● All tumours of the prostate unless histologically classified as having a Gleason score of 7 or above or having progressed to at least clinical TNM classification T2bN0M0. ● Malignant melanoma unless it has been histologically classified as having caused invasion beyond the epidermis (outer layer of the skin). ● Any other skin cancer (including cutaneous lymphoma) unless it has been histologically classified as having caused invasion in the lymph glands or spread to distant organs.
<p>Cardiac Arrest – <i>with insertion of a defibrillator</i></p>	<p>Sudden loss of heart function with interruption of blood circulation around the body resulting in unconsciousness, requiring resuscitation and resulting in either of the following devices being surgically implanted:</p> <ul style="list-style-type: none"> ● Implantable cardioverter-defibrillator (ICD); or ● Cardiac resynchronisation therapy with defibrillator (CRT-D). <p>For the above definition the following are not covered:</p> <ul style="list-style-type: none"> ● Insertion of a pacemaker. ● Insertion of a defibrillator without cardiac arrest. ● Cardiac arrest secondary to illegal drug abuse.
<p>Cardiomyopathy – <i>of specified severity</i></p>	<p>A definite diagnosis of cardiomyopathy by a consultant cardiologist. There must be clinical impairment of heart function resulting in the permanent loss of ability to perform physical activities to at least Class 3 of the New York Heart Association’s classification of functional capacity.*</p> <p>For the above definition, the following are not covered:</p> <ul style="list-style-type: none"> ● Cardiomyopathy secondary to alcohol or drug abuse. ● All other forms of heart disease, heart enlargement and myocarditis. <p>*NYHA Class 3. Heart disease resulting in marked limitation of physical activities where less than ordinary activity causes fatigue, palpitation, breathlessness or chest pain.</p>
<p>Coma – <i>with associated permanent symptoms</i></p>	<p>A state of unconsciousness with no reaction to external stimuli or internal needs which:</p> <ul style="list-style-type: none"> ● Requires the use of life support systems; and ● Has associated permanent neurological deficit with persisting clinical symptoms. <p>For the above definition the following are not covered:</p> <ul style="list-style-type: none"> ● Coma secondary to alcohol or drug abuse. ● Medically induced coma.

<p>Coronary artery by-pass grafts – <i>with surgery to divide the breastbone or anterolateral thoracotomy</i></p>	<p>The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) or anterolateral thoracotomy on the advice of a consultant cardiologist to correct narrowing or blockage of one or more coronary arteries with by-pass grafts.</p> <p>For the above definition, the following is not covered:</p> <ul style="list-style-type: none"> ● Any other surgical procedure or treatment.
<p>Creutzfeldt-Jakob Disease (CJD) – <i>resulting in permanent symptoms</i></p>	<p>A definite diagnosis of Creutzfeldt-Jakob Disease made by a consultant neurologist. There must be permanent clinical loss of the ability in mental and social functioning to the extent that permanent supervision or assistance by a third party is required.</p>
<p>Deafness – <i>permanent and irreversible</i></p>	<p>Permanent and irreversible loss of hearing to the extent that the loss is greater than 70 decibels across all frequencies in the better ear using a pure tone audiogram.</p>
<p>Dementia – <i>resulting in permanent symptoms</i></p>	<p>A definite diagnosis of dementia by a consultant neurologist, psychiatrist or geriatrician. The diagnosis must be supported by evidence of progressive loss of ability to do all of the following:</p> <ul style="list-style-type: none"> ● remember; ● to reason; and ● to perceive, understand, express and give effect to ideas. <p>For the above definition, the following is not covered:</p> <ul style="list-style-type: none"> ● Dementia secondary to alcohol or drug abuse.
<p>Encephalitis – <i>resulting in permanent symptoms</i></p>	<p>A definite diagnosis of encephalitis by a consultant neurologist resulting in permanent neurological deficit with persisting clinical symptoms.</p>
<p>Heart attack – <i>of specified severity</i></p>	<p>Death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:</p> <ul style="list-style-type: none"> ● New characteristic electrocardiographic changes. ● The characteristic rise of biochemical cardiac specific markers such as troponins or enzymes. <p>The evidence must show a definite acute myocardial infarction.</p> <p>For the above definition, the following are not covered:</p> <ul style="list-style-type: none"> ● Other acute coronary syndromes. ● Angina without myocardial infarction.
<p>Heart Valve Replacement or Repair – <i>with surgery</i></p>	<p>The undergoing of surgery on the advice of a consultant cardiologist to replace or repair one or more heart valves.</p>

<p>HIV infection – <i>caught from a blood transfusion, physical assault or accident at work</i></p>	<p>Infection by Human Immunodeficiency Virus resulting from:</p> <ul style="list-style-type: none"> ● A blood transfusion given as part of medical treatment; ● A physical assault; or ● An incident occurring during the course of performing normal duties of employment; <p>after the start of the policy and satisfying all of the following:</p> <ul style="list-style-type: none"> ● The incident must have been reported to appropriate authorities and have been investigated in accordance with the established procedures. ● Where HIV infection is caught through a physical assault or as a result of an incident occurring during the course of performing normal duties of employment, the incident must be supported by a negative HIV antibody test taken within 5 days of the incident. ● There must be a further HIV test within 12 months confirming the presence of HIV or antibodies to the virus. <ul style="list-style-type: none"> – The incident causing infection must have occurred in one of the following countries: Australia, Austria, Belgium, Bulgaria, Canada, the Channel Islands, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hong Kong, Hungary, Iceland, the Isle of Man, Italy, Japan, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, the Netherlands, New Zealand, Norway, Poland, Portugal, Republic of Ireland, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, the United Kingdom and the United States of America. <p>For the above definition the following is not covered:</p> <ul style="list-style-type: none"> ● HIV infection resulting from any other means, including sexual activity or drug abuse.
<p>Kidney failure – <i>requiring permanent dialysis</i></p>	<p>Chronic and end stage failure of both kidneys to function, as a result of which regular dialysis is permanently required.</p>
<p>Liver failure – <i>of advanced stage</i></p>	<p>Liver failure due to cirrhosis and resulting in all of the following:</p> <ul style="list-style-type: none"> ● Permanent jaundice ● Ascites ● Encephalopathy. <p>For the above definition, the following is not covered:</p> <ul style="list-style-type: none"> ● Liver disease secondary to alcohol or drug abuse.
<p>Loss of hand or foot – <i>permanent physical severance</i></p>	<p>Permanent physical severance of a hand or foot at or above the wrist or ankle joints.</p>
<p>Loss of speech – <i>total permanent and irreversible</i></p>	<p>Total, permanent and irreversible loss of the ability to speak as a result of physical injury or disease.</p>
<p>Major organ transplant – <i>from another donor</i></p>	<p>The undergoing as a recipient of a transplant from another donor, of bone marrow or of a complete heart, kidney, lung, pancreas, liver, or a lobe of the liver, or inclusion on an official UK, the Channel Islands or the Isle of Man waiting list for such a procedure.</p> <p>For the above definition, the following is not covered:</p> <ul style="list-style-type: none"> ● Transplant of any other organs, parts of organs, tissues or cells.

<p>Motor neurone disease – <i>resulting in permanent symptoms</i></p>	<p>A definite diagnosis of one of the following Motor Neurone Diseases by a consultant neurologist:</p> <ul style="list-style-type: none"> ● Amyotrophic lateral sclerosis (ALS) ● Primary lateral sclerosis (PLS) ● Progressive bulbar palsy (PBP) ● Progressive muscular atrophy (PMA) ● Spinal muscular atrophy (SMA) <p>There must also be permanent clinical impairment of motor function.</p>
<p>Multiple sclerosis – <i>where there have been symptoms</i></p>	<p>A definite diagnosis of multiple sclerosis by a consultant neurologist. There must have been clinical impairment of motor or sensory function caused by multiple sclerosis.</p>
<p>Multiple system atrophy – <i>resulting in permanent symptoms</i></p>	<p>A definite diagnosis of multiple system atrophy by a consultant neurologist. There must be evidence of permanent clinical impairment of either:</p> <ul style="list-style-type: none"> ● Motor function with associated rigidity of movement or ● The ability to coordinate muscle movement or ● Bladder control and postural hypotension.
<p>Open heart surgery – <i>with median sternotomy</i></p>	<p>The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a consultant cardiologist to correct any structural abnormality of the heart.</p>
<p>Paralysis of a limb – <i>total and irreversible</i></p>	<p>Total and irreversible loss of muscle function to the whole of any one limb.</p>
<p>Parkinson’s disease – <i>resulting in permanent symptoms</i></p>	<p>A definite diagnosis of Parkinson’s disease by a consultant neurologist. There must be permanent clinical impairment of motor function with associated tremor and muscle rigidity.</p> <p>For the above definition, the following are not covered:</p> <ul style="list-style-type: none"> ● Other Parkinsonian syndromes/Parkinsonism.
<p>Primary pulmonary hypertension – <i>of specified severity</i></p>	<p>A definite diagnosis of primary pulmonary hypertension. There must be clinical impairment of heart function resulting in the permanent loss of ability to perform physical activities to at least Class 3 of the New York Heart Association’s classification of functional capacity.*</p> <p>For the above definition, the following is not covered:</p> <ul style="list-style-type: none"> ● Pulmonary hypertension secondary to any other known cause i.e. not primary. <p>*NYHA Class 3. Heart disease resulting in marked limitation of physical activities where less than ordinary activity causes fatigue, palpitation, breathlessness or chest pain.</p>
<p>Progressive supranuclear palsy – <i>resulting in permanent symptoms</i></p>	<p>A definite diagnosis of progressive supranuclear palsy by a consultant neurologist. There must be permanent clinical impairment of eye movements and motor function.</p>
<p>Removal of an eyeball – <i>due to injury or disease</i></p>	<p>Surgical removal of an eyeball as a result of injury or disease.</p> <p>For the above definition, the following is not covered:</p> <ul style="list-style-type: none"> ● Self-inflicted injuries.

<p>Respiratory failure – <i>of advanced stage</i></p>	<p>Advanced stage emphysema or other chronic lung disease, resulting in all of the following:</p> <ul style="list-style-type: none"> ● The need for regular oxygen treatment on a permanent basis, and ● The permanent impairment of lung function tests as follows: <ul style="list-style-type: none"> – Forced Vital Capacity (FVC) and Forced Expiratory Volume at 1 second (FEV1) being less than 50 % of normal.
<p>Spinal stroke – <i>resulting in symptoms lasting at least 24 hours</i></p>	<p>Death of spinal cord tissue due to inadequate blood supply or haemorrhage within the spinal canal resulting in neurological deficit with persisting clinical symptoms lasting at least 24 hours.</p>
<p>Stroke – <i>resulting in symptoms lasting at least 24 hours</i></p>	<p>Death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in neurological deficit with persisting clinical symptoms lasting at least 24 hours.</p> <p>For the above definition, the following are not covered:</p> <ul style="list-style-type: none"> ● Transient ischaemic attack. ● Death of tissue of the optic nerve or retina/eye stroke.
<p>Systemic lupus erythematosus – <i>with severe complications</i></p>	<p>A definite diagnosis of systemic lupus erythematosus by a consultant rheumatologist resulting in either of the following:</p> <ul style="list-style-type: none"> ● Permanent neurological deficit with persisting clinical symptoms; or ● The permanent impairment of kidney function tests as follows: <ul style="list-style-type: none"> – Glomerular Filtration Rate (GFR) below 30 ml/min.
<p>Third degree burns – <i>covering 20% of the surface area of the body or 20% of the face or head</i></p>	<p>Burns that involve damage or destruction of the skin to its full depth through to the underlying tissue and covering at least 20 % of the body’s surface area or covering 20 % of the area of the face or head.</p>
<p>Total and permanent disability – <i>of specified severity</i></p>	<p>Your Policy Schedule will show if total and permanent disability is included in your policy and which of the following definitions apply to you:</p> <p>Total and permanent disability – unable to do your own occupation ever again.</p> <p>Loss of the physical or mental ability through an illness or injury to the extent that the life assured is unable to do the material and substantial duties of their own occupation ever again. The material and substantial duties are those that are normally required for, and/or form a significant and integral part of, the performance of the life assured’s own occupation that cannot reasonably be omitted or modified.</p> <p>‘Own occupation’ means your trade, profession or type of work you do for profit or pay. It is not a specific job with any particular employer and is irrespective of location and availability.</p> <p>The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the life assured expects to retire.</p> <p>For the above definition, disabilities for which the relevant specialists cannot give a clear prognosis are not covered.</p>

Total and permanent disability –
of specified severity

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

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

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

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

The Specified Work Tasks are:

Walking:

The ability to walk more than 200 metres on a level surface.

Climbing:

The ability to climb up a flight of 12 stairs and down again, using the handrail if needed.

Lifting:

The ability to pick up an object weighing 2kg at table height and hold for 60 seconds before replacing the object on the table.

Bending:

The ability to bend or kneel to touch the floor and straighten up again.

Getting in and out of a car:

The ability to get into a standard saloon car, and out again.

Writing:

The manual dexterity to write legibly using a pen or pencil, or type using a desktop personal computer keyboard.

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

Traumatic brain injury –
resulting in permanent symptoms

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

5. Changing your policy

5.1 Guaranteed Insurability Option

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

5.1.1 When you can use the Guaranteed Insurability Option

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

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

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

5.1.2 The amount cover can increase by

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

- 50% of the original **amount of cover** or,
- £150,000, or
- If 5.1.1(d) applies, the amount of the increase in the mortgage, or
- If 5.1.1(e) applies, the amount equal to the original **amount of cover** multiplied by the percentage increase in earnings.

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

5.1.3 How we provide cover for an increase

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

- Not contain a Guaranteed Insurability Option,
- Not extend beyond the **life assured's** 65th birthday or one year after the **policy expiry date** of this original **policy**, whichever is earlier, and
- Be subject to the **premiums**, terms and conditions for such policies at the time the additional policy is issued.

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

5.1.4 When this option is not available

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

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

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

5.2 Joint life policy separation

5.2.1 When you can separate your joint life policy

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

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

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

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

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

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

5.2.2 What we need to process your request

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

5.2.3 How we will provide cover

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

5.3 Other changes

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

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

5.3.1 What we may need to process your request

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

5.3.2 How we will provide cover

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

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

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

6. Premiums

6.1 Paying your premiums

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

6.2 Amount of your premiums

The **premiums** for this **policy** will not change unless this **policy** is changed using the options available in section 5.

6.3 What happens if you don't pay your premiums?

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

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

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

7. General exclusions and conditions

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

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

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

7.3 During the application process **we** will ask **you** questions about **your** personal circumstances and **we** may request additional information from **you** in order to make an assessment and offer **you** a policy. **You** are required to answer all of **our** questions honestly and accurately.

a) If **you** (or an agent acting on **your** behalf) deliberately or recklessly provide inaccurate information **we** are entitled to cancel this **policy** and refuse to pay the **amount of cover**. In these circumstances **we** may not refund any **premiums** **you** have already paid.

b) If **you** (or an agent acting on **your** behalf) provide inaccurate information through carelessness, **we** are entitled to amend the **policy** to reflect the terms that would have been offered had the accurate information been known. In these circumstances:

- i. if **we** would not have issued **your policy** had the accurate information been provided, **we** are entitled to cancel **your policy**, however **we** will refund any **premiums** **you** have already paid;
- ii. if **we** would have issued **your policy** on different terms and conditions (other than those relating to **premiums**) had the accurate information been provided, **we** may make changes to **your policy** terms and conditions and treat **your policy** as if it had been issued on the different terms and conditions;
- iii. in addition, if **we** would have issued **your policy** with higher **premiums** had the accurate information been provided, **we** may reduce the **amount of cover** to reflect the higher **premiums** that would have applied had the accurate information been provided. The following formula will be used in these circumstances:

New amount of cover =

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

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

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

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

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

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

8. Making a claim

8.1 Notifying us of a claim

If **you** need to make a claim under this **policy**, please notify **us** using **our** claims contact details in section 9.1.

8.1.1 Life Cover

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

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

8.1.2 Critical Illness Cover and Terminal Illness Cover

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

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

8.1.3 Accident Hospitalisation Benefit

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

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

8.2 Assessing your claim

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

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

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

8.2.1 Assessing a claim for total and permanent disability

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

8.3 Who we pay the cover to

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

8.4 Payment of cover

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

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

8.5 Replacement cover

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

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

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

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

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

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.

8.5.1 What we need to process your request

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

8.5.2 How we will provide cover

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

9. How to...

9.1 Contact us

If **you** need to contact **us** for any reason please use the contact details below.

Please quote **your policy** number as shown in **your Policy Schedule** when making any enquiries.

	Phone number	Contact address
General Enquiries Change your policy Cancel your policy	0370 010 4080	Legal & General Assurance Society Limited City Park The Droveaway Hove East Sussex BN3 7PY
Claims for: Death or Terminal Illness Cover Critical Illness Cover, carcinoma in situ of the breast, low grade prostate cancer, Children's Critical Illness Cover or additional benefits	0800 137 101 0800 068 0789	
Make a complaint	0370 010 4080	Legal & General Assurance Society Limited Knox Court 10 Fitzalan Place Cardiff CF24 0TL

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

9.2 Cancel this policy

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

Once **your policy** starts **we** will send **you** a notice of **your** right to cancel. If **you** cancel this **policy** within 30 days of receiving both the notice and this **policy**, **we** will refund any **premiums** paid.

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

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

9.3 Make a complaint

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

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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:

- 0800 023 4567
- 0300 123 9 123

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

Website: www.financial-ombudsman.org.uk

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

10. The Financial Services Compensation Scheme (FSCS)

The FSCS is designed to pay compensation if a firm is unable to pay claims, because it has stopped trading or been declared in default.

So, if **we** run into financial difficulties, **you** may be able to claim via the FSCS, for any money you've lost. However, before looking to pay compensation, the FSCS will first see if they can arrange for **your** current **policy** to be maintained. They may arrange for **your policy** to be transferred to another insurer or provide a new policy. If these aren't possible, the FSCS aims to provide compensation.

Most of **our** customers, including most individuals and small businesses, are covered by the FSCS. Whether or not **you** can claim, and the amount **you** could claim, will depend on the specific circumstances of **your** claim. The FSCS will pay 100% of the value of the claim. There is no upper financial limit on the amount of the payment.

You can find out more about the FSCS, including eligibility to claim, by visiting its website

www.fscs.org.uk

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.

Notes

Legal & General Assurance Society Limited

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