

This is an important document which we suggest you keep in a safe place.



# Using this document

## What is a technical guide?

The Financial Conduct Authority is a financial services regulator. It requires us, Legal & General, to give you important information to help you decide whether our Voluntary Life Assurance Plan for Spouses and Partners is right for you. You should read this document carefully so you understand what you are buying, and then keep it safe for future reference.

If there's anything you need to ask about once you've read it, you can ask us or your financial adviser.

## Before you start reading

We've used plain language to make the technical guide easy to understand. You'll find explanations of any technical terms we use in the glossary, which is at the rear of this document. Where terms covered in the glossary appear in the main text, we've highlighted them in bold, **like this**.

We use words like 'normally' and 'usually' in this guide. This is because some of our terms will depend on the information you give us for the quote and the choices you make about the cover you want. We'll give you the exact terms and chosen options in our quote and we'll fix these at the start of the **policy**. You'll only be able to change these if we agree.

Where we've referred to 'you' or 'employer', this should be read as 'trustees' if you have set up your own **discretionary trust** and appointed trustees to carry out the duties of this trust.

You can ask us, or your financial adviser, if you need more details about how the **policy** works.

Throughout this technical guide where we mention **partner** in bold, this should be read as; the **member's** unmarried partner. In addition, throughout this technical guide where we mention **spouse** in bold, this could be the **spouse** or registered civil **partner** of the **member**.

## Other documents

This technical guide is not part of our contract but if we've given you or your financial adviser a quote, you should read this guide alongside that quote to help you understand the **policy**.

Our quote, which is a part of the contract, may refer to some of the explanations we give in this guide.

Our full terms and conditions will be in our **policy** document. We'll send this to you after we've agreed to provide cover. You can ask us, or your financial adviser, if you would like to see a copy of our standard **policy** document terms and conditions.

See question 2.1 to find out what we need to set up your policy.

# Target market and fair value assessment information for financial advisers

Our product governance webpage:

- Explains the intended target market for each of our Group Protection products
- Provides information to help financial advisers complete their own fair value assessment
- Describes how we regularly review our Group Protection products for appropriateness under our Product Lifecycle Management processes https://www.legalandgeneral.com/adviser/workplace-benefits/groupprotection/products/insurance-distribution-directive/

## **About Legal & General**

Established in 1836, Legal & General is one of the UK's leading financial services groups and a major global investor, with over £1.2 trillion in total assets under management at 31 December 2022 of which a third is international. We also provides powerful asset origination capabilities. Together, these underpin our leading retirement and protection solutions: we are a leading international player in pension risk transfer, in UK and US life insurance, and in UK workplace pensions and retirement income. Through inclusive capitalism, we aim to build a better society by investing in long-term assets that benefit everyone.

We're a leading provider of Group Protection cover in the UK with over 90 years of expertise and knowledge. We looked after over 6,000 group protection policies and provided protection to almost 1.8 million employees at the end of 2022.

## Solvency and financial condition report (SFCR)

We are required to publish an annual Solvency and Financial Condition Report (SFCR) describing our Business and its Performance, our System of Governance, Risk Profile, Valuation for Solvency Purposes and Capital Management. Our latest SFCR is available at: **legalandgeneralgroup.com/investors/library** 

# **Contents**

Aims, commitments and risks		4	2.0	How do we set up a policy and		5.0 How do we mak
	Its aims			when do we need to give you medical evidence?	10	
	Your commitment	4		medical evidence?	10	6.0 What don't you
	Risks	4	2.1	What do you need to set up a policy?	10	7.0 Can you cover a
Но	w the policy works	5	2.2	What medical evidence will you need before you'll cover a spouse, registered civil partner or partner?	10	who is not base
Yo	ur questions answered	6	2.3	If you have medically underwritten an insured person, when will they next need to give you medical evidence?	11	8.0 What tax rules a
1.0	What should we consider when deciding what benefits to provide?	7	2.4	What are your terms if we're switching the insurance to you from another insurer?	11	9.0 Can cover continuous person if the me employment?
1.1	Who can the policy cover?	7	2.5	What happens if we need to make a claim before you've finished your medical assessment?	11	Further information
1.2	When can a spouse, registered civil partner or partner be included after the policy starts?	7	3.0	What premiums will you charge for the cover?	13	
1.3	When can members change the level of cover?	8				Glossary
1.4	Can a member change the insured person?	8	3.1	How is the premium worked out?	13	
1.5	Will cover continue if a member is temporarily		3.2	Will there be any unexpected extra premiums?	13	Contact details
	absent?	8	3.3	How much commission will you pay our adviser?	13	
1.6	What is the maximum benefit you will cover?	8	3.4	Is there a discount for a good claims history?	13	
1.7	When will cover end?	9	4.0	How does the accounting work?	14	
			4.1	What information do you need for accounting?	14	
			4.2	How do you adjust premiums for changes to an insured person's cover during the policy year?	14	

5.0 How do we make a claim?	15
6.0 What don't you cover?	15
7.0 Can you cover an insured person who is not based in the UK?	15
8.0 What tax rules apply?	15
9.0 Can cover continue for an insured person if the member leaves my employment?	15
Further information	16
Glossary	18
Contact details	20

**Medical Underwriting** How to make a claim Glossary **Contents Contact us** 

4.3 If you or we cancel the policy mid year, will we lose any premiums we have paid in advance?

14

# Aims, commitments and risks

#### Its aims

Our Voluntary Life Assurance Policy for Spouses and Partners aims to:

• Provide insurance to pay a lump sum benefit when an **insured person** dies.

Offer a choice of cover for these benefits.

### **Your commitment**

You need to make some very specific commitments for the **policy** to work properly:

 Give us all the information we ask for when you apply for a policy at the monthly accounting dates and annual renewal dates. We can change or cancel the policy if you don't give us this information.

## Please see question 4.1 for more details.

- Set up or adapt an administration system to help:
  - provide information to your employees;
  - employees select their benefit;
  - work out premiums; and
  - send payment and benefit selection details to us.

You may also want to integrate this with your payroll system to help deduct the premiums from the **members'** earnings.

 Keep the application forms, electronically or otherwise, and check to see if medical evidence is needed.

## Please see question 2.2 for more details.

• Tell us of a claim within the time limits set out in the **policy** and give us all the information we ask for to support the claims. Without this information we won't be able to pay the claim.

## Please see guestion 5.0 for more details.

- Pay the premiums by the dates we ask for them.
- Keep to all the conditions set out in the **policy**.

#### **Risks**

There are some risks you need to understand about the policy.

The premium may go up or down depending on changes in the number of
members, the insured person's age and their benefit level. For new plans
we'll usually guarantee the premium rates until the next annual renewal date
when we'll review them. Once the plan is established we'll usually guarantee
the premium rates for up to two years. We'll tell you in our quote, and when
we complete a review, when rates expire.

#### Please see question 3.1 for more details.

- You may need to pay us an additional premium if the value of all premiums
  from one annual renewal date to the next is less than the minimum premium.
  We'll proportion the minimum premium if cover for a plan doesn't start or
  stop on an annual renewal date. We'll tell you the minimum premium in
  our quote.
- We will stop cover if you stop paying premiums. We'll tell you in writing 14 days before we do this.
- If an employee isn't eligible, or hasn't applied, for cover we will not pay benefit in the event of death of their spouse, registered civil partner or a partner.
- If we identify a **financial crime** risk we might cancel the **policy**, withdraw a quaranteed quote or take any other reasonable action.

Please see 'Further Information' section on page 17 for more details.

# How the policy works

 If you currently insure the plan elsewhere, we normally need a minimum membership of 100.

For a new voluntary **plan** which isn't currently insured, we usually require a minimum potential membership of 2,500. We can reduce this to 500 if it's linked to another group protection policy with a compulsory level of cover.

We may be able to insure lower levels of membership. However, it increases the chances of you paying a shortfall to us, if the total premium paid by the **members** is less than our minimum premium.

- You set up a plan to provide the benefit to your employees. The plan benefits can
  then be insured under a policy issued to you. The policy will continue indefinitely
  as long as you meet its conditions, including paying premiums when they're due.
- We include discretionary trust provisions within the policy document. If you
  make a valid claim, we'll pay the lump sum benefit to you. You will then be
  responsible for paying the lump sum to the beneficiaries. You'll need to decide
  who is to receive the benefit in line with the discretionary trust.

If you prefer, you could set up or use an existing **discretionary trust** that is suitable for distributing these benefits.

It's not possible for **members** to assign benefit paid through a **discretionary trust**. For example, they will not be able to assign the benefit to secure a loan.

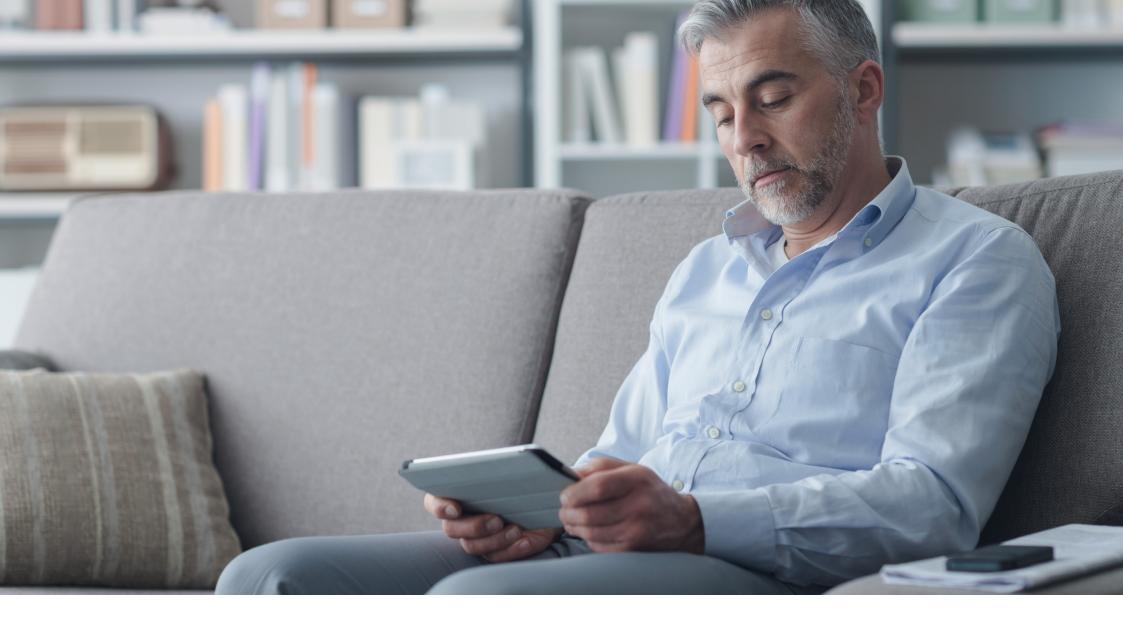
- We'll give you the specific terms and conditions in the quote. We'll guarantee the quote for three months unless we tell you otherwise.
- Please tell us if you'd like to start a policy so we can agree a start date with you.
   We'll provide cover on the basis set out in our quote. You'll need to allow plenty of time before the policy start date so you can tell your employees about the plan, or changes to an existing plan.
- We'll give you an **application form** for those wanting to join the **plan** or increase cover.
- We can also give you explanatory leaflets that you can use to explain the benefits to your employees.
- You, as the policyholder, need to collect premiums due for each member and pay them in full to us each month.

#### Please see question 3.1 about how you can check the monthly premiums to pay.

• On the **monthly accounting date** you'll need to send us your premium calculation, and the premium payment.

#### Please see question 4.0 for more details.

- You'll need to tell us if you want to change the insured basis in any way, for example, including another employer in the **plan** increasing the number of eligible employees. We'll need to assess if we can agree to the change and we may also need to set terms and change the premium rates.
- · You must give us all the information we need when you make a claim.
- We'll give the policy an annual renewal date to aid administration. The annual
  renewal date is when we'll review the premium rates if the premium rate guarantee
  has ended. We base our review on the information you supply. We'll let you know
  about any changes to the premium rates at least three months in advance.
- We can change or cancel the **policy** if there are changes to legislation or regulation which affect the **policy**. We'll give you more details of these in the **policy**.
- We'll give you full details of our cancellation rights in the **policy**.



# Your questions answered

In this section we've answered some commonly asked questions to give you a bit more information about how our **policy** will work.

## 1.0 What should we consider when deciding what benefits to provide?

We'll pay a lump sum if an **insured person** dies. An **insured person** can be an employee's **spouse**, registered **civil partner** or **partner**. We won't pay benefit if your employee dies.

Your employee can become a **member** of the **plan** from the day cover starts.

An eligible employee can choose benefits in whole **units** up to a maximum number of **units**. A **unit** is an amount of cover, usually £10,000 or £25,000. We'll tell you the agreed **unit** size and maximum number of **units** in our quote.

Please see question 1.6 for more details about other benefit limits.

## 1.1 Who can the policy cover?

We'll assume membership of the **plan** is open to all your employees who are normally working and resident in the United Kingdom. Please tell us if this isn't the case.

The eligibility conditions you choose will need to include entry ages and any service qualification. If you choose to offer the **plan** to only some of your employees, you'll need to give us a description of the group that will be eligible.

You should also consider any laws on discrimination or unfair treatment. For example, those about age, equal treatment of men and women, and the treatment of part-time, fixed term and disabled employees.

We'll tell you the agreed eligibility conditions in our quote.

Each eligible employee can only choose:

- to cover one person; and
- the benefit level for their own **spouse**, registered **civil partner** or **partner**.

We will only start cover for each **spouse**, registered **civil partner** or **partner** from the **monthly accounting date** if the following is met:

Your employee meets the eligibility conditions.

We'll tell you the agreed eligibility conditions in the quote.

 Your employee and their spouse, registered civil partner, or partner, complete our application form.

Please see question 2.2 for more details about applying for cover.

• The **spouse**, registered **civil partner**, or **partner** meets our medical evidence requirements.

Please see question 2.2 for more details of medical evidence.

• Our switch terms, if you're switching the insurance from another provider.

Please see question 2.4 for more details of our switch terms.

# 1.2 When can a spouse, registered civil partner or partner be included after the policy starts?

Only those employees meeting the **policy's** eligibility and joining conditions can include their **spouse**, registered **civil partner** or **partner**. When they join, the employee will need to tell you the number of **units** they've selected. The employee and as appropriate, their **spouse**, registered **civil partner** or **partner** will need to complete the **application form** and meet any medical evidence requirements. We'll then start covering their **spouse**, registered **civil partner** or **partner** as **insured persons** from the next **monthly accounting date**.

You'll need to make sure the data you send us from the next **monthly accounting date** allows for the new **insured person**.

## 1.3 When can members change the level of cover?

**Members** can increase benefit for an **insured person** in whole **units** at any **monthly accounting date**. We will limit increases so an **insured person's** total benefit is not higher than the maximum benefit. The **member** and the **insured person** will need to fill in a new **application form** before they can be considered for cover for the increased benefit. It's the same process as when they applied for cover for the first time.

**Members** can reduce benefit for an **insured person** by any number of whole **units** at any time. We'll reduce the benefit at the next **monthly accounting date** after you tell us their decision.

**Members** can choose to cancel benefit for an **insured person** at any time. The cancellation will take place at the next **monthly accounting date** after you tell us their decision, unless the cover has terminated for any other reason.

Eligible employees can reinstate cover for an **insured person** after leaving the **plan** or decreasing benefit. We'll treat reinstated benefit as a cover increase. This means they will need to fill in an **application form** and meet any medical evidence requirements.

You'll need to make sure the data you send us each **monthly accounting date** allows for changes to cover.

## 1.4 Can a member change the insured person?

**Members** can change the person they've chosen to cover from a **monthly accounting date**. For example, stopping cover for a **partner** and starting cover for a **spouse**, or choosing a different person who qualifies as a **partner**.

The **member** and the new **insured person** will need to fill in a new **application form** before we'll change the **insured person**. It's the same process as when the **member** applies for cover for the first time.

You'll need to make sure the data you send us from the next **monthly accounting date** allows for the new **insured person**.

## 1.5 Will cover continue if a member is temporarily absent?

Yes, we'll continue to provide cover for temporary absence, if the **member** remains employed by you and you continue to pay premiums to us. We'll stop cover for an **insured person** if we don't receive premiums for them.

We will waive premiums for an **insured person** during a **member's** period of unpaid statutory maternity leave. You'll need to tell us when premiums will stop, and when the **member** is expected to return to work. We will stop waiving premiums at the earlier of:

- the day you told us the **member** is expected to return to work; and
- the day the **member** returns to work.

If cover for an **insured person** stops during an employee's temporary absence, and the employee returns:

- within 12 months of their absence starting, we can re-start cover up to the same level without a new **application form**. You must tell us when the employee returns and when premium payment re-starts. We'll re-start cover from the **monthly** accounting date after their return, or
- over 12 months after their absence started, the employee will need to apply for cover again. The employee and their spouse, registered civil partner or partner will need to complete the application form.

## 1.6 What is the maximum benefit you will cover?

The maximum benefit we can insure for an **insured person** is £250,000.

## 1.7 When will cover end?

## a) Under normal circumstances

We will stop covering an **insured person** on the day before the next **monthly accounting date** when the **member**:

- · decides to cancel their cover;
- leaves your employment or no longer meets the eligibility conditions;
- or the insured person reaches the benefit termination date set out in the policy.
   This is the day our cover ends and is usually the later of their 65th birthday or reaching state pension age;
- and the insured person stops being their spouse, registered civil partner, or partner;
- retires early; or
- stops premiums for the insured person.

## b) If you or we cancel the cover

All cover will end when you, or we, cancel the **policy**:

- we'll continue cover as long as the conditions we show in the **policy** are met;
- you can cancel the **policy** by giving us notice in writing;
- we'll give you 14 days' notice in writing if we have to cancel the **policy** because
  you haven't met its conditions. We'll give you full details of our cancellation terms
  in the **policy**;
- if you become subject to an effective winding up resolution or cease to carry on business, cover for all **insured persons** will end at the end of the monthly accounting period for which premiums were last paid;
- we're not obliged to notify **members** or **insured persons** that cover has stopped but reserve the right to do so.
- We can cancel the **policy** immediately if we identify a **financial crime** risk.

Please see page 17 for further details about our approach to **financial crime** risks.

# 2.0 How do we set up a policy and when do we need to give you medical evidence?

## 2.1 What do you need to set up the policy?

If you accept the quote, we'll let you know what information we'll need. You'll need to fill in a proposal form and pay the first premium within 14 days of the date we agree to provide cover. Where it isn't possible to tell what the first month's premium is within 14 days, we'll ask for a deposit premium instead.

You'll need to allow some time before the **policy** starts to let your employees know about the new **plan** or any changes to your existing **plan**.

Please also check if anyone needs to give us medical evidence.

### Please see question 2.2 for more details about medical evidence.

We'll give you the **policy** document when we have confirmed and finalised all the details. This is the contractual document that tells you the terms and conditions and what we will and will not cover.

We suggest you set up a separate bank account to receive claim payments to separate them from your normal business account.

To protect you and us from financial crime, we may need to confirm your identity. We may do this by using reference agencies to search sources of information about you (an identity search). This will not affect your credit rating. If this identity search fails, we may ask you for documents to confirm your identity.

# 2.2 What medical evidence will you need before you'll cover a spouse, registered civil parter or partner?

The employee's **spouse**, registered **civil partner** or **partner** will need to fill in a section of our **application form** before they're considered for cover. This form is needed when:

- applying to join the **plan**;
- for extra cover for an existing **insured person**; and
- for changing the insured person.

This section of the form includes five questions about the **spouse's**, registered **civil partner's** or **partner's** state of health. We'll include a copy of the form with the quotation we send you.

The five medical questions can be answered with a simple 'yes' or 'no'. Most people will normally be able to answer the questions and get cover without having to give further information about their state of health.

If the employee's **spouse**, registered **civil partner** or **partner** needs to give us more information we'll need them to fill in a member's declaration form. This asks further questions about their health and pastimes. We call our assessment of this information, **medical underwriting**.

To help fill in the member's declaration form, we offer a tele-interview service allowing the person whom we'll be insuring, to fill in the form over the phone.

If they prefer to fill in the form themselves, you can find the member's declaration form in our literature library section of our website <u>legalandgeneral.com</u>. Alternatively you can ask us for a copy.

Depending on the information given in the member's declaration, we sometimes need to ask for more evidence. This could include a medical examination including blood or other tests. The **spouse**, registered **civil partner** or **partner** will have the choice of carrying these out at home or at work by a nurse. We'll pay for the cost of the medical examination and tests if we ask for more evidence.

We'll assess all the medical evidence to decide if we can offer cover and if any **special terms** are appropriate. If we do apply **special terms**, these will apply straight away. We'll write to explain any **special terms**. If this includes an **extra premium loading** and the **member** doesn't want to pay this, you can cancel the cover the loading is for by telling us in writing within 30 days.

Unless we tell you otherwise, any cover we've previously accepted for an **insured person** won't be affected.

# 2.3 If you have medically underwritten an insured person, when will they next need to give you medical evidence?

Unless we tell you otherwise, we'll need medical evidence for each benefit increase.

# 2.4 What are your terms if we're switching the insurance to you from another insurer?

#### **Our switch terms**

We'll provide cover up to the same level for an existing **insured person**. This will be for their insured benefits just before the switch of insurance to us. We'll be able to do this without needing an **application form** as long as:

- their benefit is in whole units;
- their total benefit is not over the maximum number of **units**:
- their insurance was for the full cover they asked for, including any requests for increases in cover; and
- their cover just before the switch isn't subject to special terms.

We'll also cover the **spouses**, registered **civil partners** and **partners** of employees choosing cover at the **policy** start date, as well as increases in benefit for existing **insured persons**, as long as:

- their benefit is in whole **units**:
- their total benefit is not over the maximum number of **units**:

- they have filled in the application form; and
- they have met any conditions relating to medical evidence.

## Terms for a spouse, registered civil partner or partner who doesn't meet our switch terms

We're happy to consider and negotiate terms to insure anyone who doesn't meet the switch terms conditions. If you give us their full details, we'll consider if we can cover them. If we can set terms, you'll need to accept them in writing before we start their cover. To avoid a break in cover you'll need to give us these details before the switch date.

# 2.5 What happens if we need to make a claim before you've finished your medical assessment?

We'll give temporary cover, starting on the **monthly accounting date** from which an employee applies for cover. We'll also give temporary cover for a benefit increase from the **monthly accounting date** a **member** changes the benefit. However, there are some limits for temporary cover:

- we will not pay benefit for a spouse, registered civil partner or partner
  if they die from any medical condition they were diagnosed with, or displaying
  symptoms of, within the five years before temporary cover starts;
- we won't give temporary cover to any spouse, registered civil partner or partner whose cover has been refused, restricted or already has special terms attached;
- we won't give temporary cover to any spouse, registered civil partner or partner who has refused to give medical evidence, either now or in the past.

Temporary cover will end if the **application form** shows that a member's declaration form isn't needed. This is because the amount of cover applied for will be in place. If a member's declaration is needed, our temporary cover will end at the earliest of the date we finish our assessment or the end of 90 days.

When we can't provide temporary cover, we'll provide 'accident cover' for the same period. We won't pay claims under accident cover, if the accidental death is caused by:

- alcohol abuse;
- the influence of drugs;
- medical or surgical treatment (except treatment that is needed because of the accident);
- suicide; or
- intentional self-injury.

## 3.0 What premiums will you charge for the cover?

The premiums we charge depend on many things, including the:

- · amount of cover;
- age of each insured person;
- type of work of all eligible employees, or for an existing **plan**, all **members**;
- work locations of all eligible employees, or for an existing **plan**, all **members**; and
- claims history, if the **plan** was previously insured or self-insured.

### Please see question 3.4 for more details about claims history.

A minimum premium will apply. This means if the value of all premiums calculated using the premium rate table from one **annual renewal date** to the next is less than the minimum premium, we'll ask you to pay the difference. We'll proportion the minimum premium if cover for the **plan** doesn't start or stop at an **annual renewal date**.

## 3.1 How is the premium worked out?

You will calculate the premium each month using the table of rates we'll provide and the **plan** membership data at each **monthly accounting date**. We'll periodically check your calculation when you send us the premium and supporting data.

The premium rates on the table are age related and increase with age.

At each **annual renewal date** you'll need to add up the premiums paid for the year and compare this against the minimum premium. If there is a shortfall, you'll need to pay us the difference up to the minimum premium straight away.

## 3.2 Will there be any unexpected extra premiums?

If an **insured person** has given us medical evidence, following our assessment, we may charge an **extra premium loading**. We'll write to tell you how much this extra premium is. It reflects the **insured person's** state of health or dangerous pastimes. The extra premium will be effective immediately, as will the additional benefit. If the extra premium isn't acceptable please tell us in writing within 30 days from the date of our letter to you. We'll then remove the extra premium and the **medically underwritten** benefit.

We may charge a minimum premium.

Please see question 3.0 and 3.1 for more details about our minimum premium.

## 3.3 How much commission will you pay our adviser?

We may pay commission to your adviser. The standard rate is 4% of the premium you pay. We can pay different levels of commission although this will affect the premium rates we charge. Our quote will show the commission rate we've allowed for.

## 3.4 Is there a discount for a good claims history?

Yes, we consider the past claims history for our **policy**, and any previous policies, when we work out our table of rates. A good claims history is where there are fewer claims, this usually means the premiums will be lower than for a bad claims history.

## 4.0 How does the accounting work?

The **policy** has a monthly accounting period and premiums become due at each **monthly accounting date** for the next month. At each **monthly accounting date** you'll need to work out the premiums for each **member**, collect them and pay them to us.

We can accept premium payments from you by cheque or the Bankers' Automated Clearing System (BACS).

## 4.1 What information do you need for accounting?

We'll need for each member their:

- name;
- gender; and
- date of birth

Alongside the **member's** details we'll also need information about their **insured person** as follows:

- name;
- gender;
- · date of birth;
- age to cross reference with the table of rates;
- benefit; and
- amount of calculated premium.

We'll need all the above information at each monthly accounting date.

When we review the table of rates ahead of an **annual renewal date** we'll also ask you for information about the occupations and geographical distribution of all **members**, and those employees eligible to join.

# 4.2 How do you adjust premiums for changes to an insured person's cover during the policy year?

Premiums are worked out by reference to the **plan** membership at each **monthly accounting date**. Changes to the membership and benefit during the **policy** year will therefore be allowed for within each monthly account.

## 4.3 If you or we cancel the policy mid year, will we lose any premiums we have paid in advance?

No. We'll work out a final account for the cover we've provided up to the date the **policy** is cancelled. If an allowance needs to be made for a minimum premium in the final account, this will be proportioned to reflect the cover for part of a year. We'll either send you a refund for any overpaid premiums, or you'll have to pay any premium you owe us immediately.

## 5.0 How do we make a claim?

You'll just need to fill in a claim form and send it back to us.

Occasionally we may need you to send us additional information to confirm the death or the cover at the time of death.

## 6.0 What don't you cover?

Unless we've told you about an exclusion, for example, after **medical underwriting**, we'll cover death from any cause.

If we've agreed to cover people in special circumstances, for example, if they are based in certain overseas locations, we may not pay benefit for certain causes of death. We'll tell you in our quote if we've restricted cover.

# 7.0 Can you cover an insured person who is not based in the UK?

We'll cover **insured persons** who live in the United Kingdom while they are travelling overseas.

We'll usually cover **spouses**, registered **civil partners** or **partners** based overseas as long as they don't form the majority of **insured persons** covered by the policy. We'll need their full details, as we may need to give you **special terms** for their cover. We won't start covering them until we've told you our terms.

In addition to any **special terms**, we'll also apply the following additional standard terms to an **insured person** while they are based outside the United Kingdom:

you must pay all premiums, and we'll pay all benefit, in the UK in sterling.

## 8.0 What tax rules apply?

Our understanding of the current tax rules for our Voluntary Life Assurance Plan for Spouses and Partners follow:

- no tax relief is available on premiums paid by each member for the cover of the insured person;
- benefit is not subject to income tax;
- benefit is subject to the normal inheritance tax rules applicable to discretionary trusts. This means exit and periodic charges may apply at a maximum of 6% in each case.

You may want to get your own tax advice about the **policy** or the HMRC rules.

# 9.0 Can cover for an insured person continue if the member leaves my employment?

No, cover cannot continue if the **member** stops working for you.

# **Further information**

## **Providing insurance**

This Voluntary Life Assurance for Spouses and Partners **policy** is provided by Legal & General Assurance Society Limited. Our principal office for the purpose of the **policy** is at:



Knox Court, 10 Fitzalan Place. Cardiff CF24 OTI



**€** 0345 026 0094

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

## **Privacy Policy**

We're the sole data controller for the information we hold with respect to the policy, and solely responsible for its security.

To arrange and manage the **policy**, you'll need to send us personal information about your employees who are, or become, eligible for cover. This may include medical and health information about their spouse, registered civil partner or partner. You need to satisfy yourself of a legal basis that allows you to send us these details, or consider seeking appropriate consent (explicit consent in the case of medical or health information).

Please share our full Privacy Policy with your employees so they understand what we do with the information we collect. Our full Privacy Policy is available at:



16

legalandgeneral.com/privacy-policy

## **Questions and complaints**

If you have any questions or complaints, please speak to your adviser who arranged this **policy** for you.

If you then need to speak to us, you can call us or send the details of your question or complaint to our Managing Director, Group Protection. You can find our contact details at the back of this technical guide.

If we can't settle the complaint you may be able to refer it to the Financial Ombudsman Service. You can find their contact details at the back of this technical guide.

Making a complaint won't affect your right to take legal action.

## **Compensation**

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our liabilities. You can find out more about the amounts and eligibility from the FSCS. Their contact details are at the back of this technical guide.

## Law

The **policy** is governed by English law.

Under our standard **policy**, **members** and **insured persons** do not have any rights under the Contracts (Rights of Third Parties Act) 1999. This means they do not have to be involved in decisions about the insurance provided by the **policy**.

References in this guide to the tax treatment of premiums and benefits are based on our current understanding of law and HMRC practice, which may change.

## Language

All communications from us, including our terms and conditions, will only be available in English.

## Insurance Act 2015

In the event that you breach your 'duty of fair presentation', we may at our discretion, agree to pay a claim in full if you agree to pay an additional premium. This is conditional on the breach not being 'deliberate' or 'reckless', and occurring in a situation where we can show that we would have charged a higher or additional premium had full disclosure occurred.

## **Industry regulation**

We're authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority. Our Financial Services Register number is 117659. You can check this by visiting the FCA's website



fca.org.uk

or by contacting the FCA on



This technical guide is for commercial customers as defined in the Financial Conduct Authority's Insurance: Conduct of Business sourcebook (ICOBS).

**Medical Underwriting** How to make a claim **Contents Glossarv** Contact us

## **Financial Crime Risk Management**

We are committed to protecting our customers and us from **financial crime** whilst meeting all our legal and regulatory obligations to complete checks on policyholders, employees or potential beneficiaries, company directors and all beneficial owners.

If in our opinion, it becomes appropriate or necessary, in order to manage our exposure to the risk of **financial crime**, we might take one or more of the following steps:

- withdraw or make changes to a quote for cover;
- cancel a **policy** by giving written notice;
- where we consider it to be reasonable in light of the level of risk of financial crime, immediate cancellation of cover or any benefit payable under the policy; and/or
- take any other reasonable action that we deem necessary in all the circumstances.

# **Glossary**

## Our terms explained.

Annual renewal date

The anniversary date of the start of your **policy** or another yearly date that we've agreed with you.

**Application form** 

The Voluntary Life Assurance Plan for Spouses and Partners Application form.

Benefit termination date
Civil partner

The last day to which we'll cover an insured person.

In relation to the employee, a person aged less than 75 years with whom the employee has registered a Civil Partnership as defined in the Civil Partnerships Act 2004 which has not been dissolved or annulled.

**Discretionary trust** 

A document, or **policy** term, used by the policyholder to pass on the benefits paid by the **policy**.

Extra premium loading

If **medical underwriting** shows a spouse, registered **civil partner** or **partner** doesn't meet our standard criteria we may increase the premium for them. We call this increase an extra premium loading.

**Financial Crime** 

18

Financial crime is defined as:

- The contravention of or the risk of any other sanction, restriction, or adverse measure pursuant to any sanctions program;
- Money laundering and terrorist financing;
- Fraud (internal and external);
- Bribery and corruption;
- Facilitation of tax evasion; and Insider dealing and market abuse.

A sanctions program is any national or international sanctions laws and regulations enacted by the United Kingdom, United States of America, the European Union or the United Nations, and such other sanctions laws and

regulations enacted by any other country or body that we consider, from time to time and at our absolute discretion, would exposes us to any risk beyond a level that we consider to be reasonable.

**Insured person** 

A **spouse**, registered **civil partner** or **partner** who we cover under the **policy**.

**Medical underwriting** 

The process we use to assess the health and pastimes of a **spouse**, registered **civil partner** or **partner**. At the end of the process we may apply **special terms**.

Member

An employee whose **spouse**, registered **civil partner** or **partner** is included for benefits within the **plan** and insured under the **policy**.

Monthly accounting date

This is the first day of each monthly accounting period. Normally this is the **annual renewal date** and the same day of every month afterwards.

**Partner** 

In relation to the employee, a person:

- of the same or opposite sex;
- aged less than 75 years;
- who is financially dependent on the employee, or with whom financial interdependency exists which contributes to the employee's standard of living;
- is over the age of 16; and
- has the same main residence as the employee.

However, a partner cannot be a relative, foster child or child of the employee.

The plan you have set up to pay the benefits to your employees.

Plan

**Policy** The legal contract between you and us. You choose how

much of the benefits you've promised to the **members** 

that you want to insure under the policy.

**Spouse** In relation to the employee, a person aged less than

75 years who is their current spouse of their last or

only marriage.

**Special terms**Terms for cover that we cannot accept at ordinary

rates. This will include **extra premium loadings**, exclusions, restrictions, postponements or where

cover has been declined.

**State pension age** The age at which an eligible employee or **insured** 

person begins to receive their state pension from

the Government.

**Unit** An amount of cover, usually £10,000 or £25,000.

A **member** can choose different amounts of cover for their **spouse**, registered **civil partner**, or **partner** in whole units. We'll agree the value of the units with

you before the **policy** starts.

# **Contact details**

Group protection principal office Questions and complaints	Financial ombudsman service	Financial services compensation scheme
Managing Director, Group Protection Legal & General Assurance Society Limited Knox Court, 10 Fitzalan Place, Cardiff CF24 0TL	If we can't resolve a complaint you may be able to refer it to: Financial Ombudsman Service Exchange Tower London E14 9SR	PO Box 300, Mitcheldean, GL17 1DY
0345 026 0094 We may record and monitor calls. Call charges will vary. Lines are open from 9am to 5pm Monday to Friday.	0800 0234 567 or 0300 1239 123 (free for mobile phone user paying a monthly charge for calling phone numbers beginning with 01 or 02).	<b>020 7741 4100</b> or <b>0800 678 1100</b>
group.protection@landg.com	complaint.info@financial-ombudsman.org.uk	enquiries@fscs.org.uk
legalandgeneral.com	financial-ombudsman.org.uk	fscs.org.uk

#### Legal & General Assurance Society Limited

Registered in England and Wales No. 166055 Registered office: One Coleman Street, London EC2R 5AA

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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