

Over 50s Life Insurance

Policy Terms and Conditions

T&C I7DL



direct line

Life Insurance

Provided by Legal & General

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Policy Terms and Conditions

I. Introduction

Welcome to Direct Line

Thank you for choosing Direct Line Over 50s Life Insurance provided and administered by Legal & General. Direct Line has chosen Legal & General as its provider as they've been helping people to protect their families financially since 1836.

This Over 50s Life Insurance is designed to pay the **benefit** when **you** die. When **you** take out this **policy** **you** must be aged 50 to 80, a UK resident and reside in the UK for at least 183 days a year.

Words that appear in **red bold** are explained in section 2.

We suggest that **you** review **your** 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. Please check **your Policy Schedule** carefully and if any details are incorrect, please contact **us** as shown in section 9.1.

This **policy** consists of:

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

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

2. Definitions Explained

Accident

A sudden and unexpected event, which happens after the **policy start date**.

Benefit

The **benefit** is a cash sum as shown in **your Policy Schedule**.

Bodily Injury

Injury to **your** body, excluding sickness, disease or any degenerative process resulting from external, violent and visible means.

Charge or Charged

A legal term meaning that the **benefit** will be paid directly to the **Funeral Service Provider** for the funeral that has taken/will take place.

Funeral Service Provider

The funeral services are provided by Dignity Funerals Limited. They are responsible for providing and arranging the funeral and not **us**. Please contact Dignity as shown in section 9.

Legal Successor

The person(s) legally entitled to **your** estate upon **your** death.

Our, us or we

Legal & General Assurance Society Limited.

Policy

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

Policy Schedule

The schedule which shows the cover that **you** have under **your policy** 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**.

You or Your

The owner of this **policy** as shown as the 'grantee' in the **Policy Schedule**.

3. Cover Provided

3.1 Who is covered?

You are covered.

3.2 Amount of cover

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

3.3 Period of cover

This cover starts on the **policy start date** and ends on **your** death.

4. Premiums

4.1 Paying your premiums

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

Premiums are due up to and including **your** 90th birthday. Once **your** 90th birthday has passed no further **premiums** will be collected by **us**, but the cover provided by this **policy** will continue until **your** death.

4.2 Amount of your premiums

The **premium** for this **policy** will not change.

4.3 What happens if the premiums are not paid?

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. The **benefit** will no longer be payable.

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

This does not apply once **you** have passed **your** 90th birthday, when no further **premiums** will be collected by **us** but the cover provided by this **policy** will continue until **your** death.

4.3.1 If you have chosen the Funeral Benefit Option

The **Funeral Service Provider** will be informed and the funeral will not be provided.

4.4 How do you calculate the overall cost of the policy?

Your policy is designed to last for the rest of **your** life. Therefore it is difficult to say how much the overall cost of the **policy** will be.

Your 'Key Features' document will show **you** the total premium **you** pay to age 90.

For example, if **your** current **premium** is £20 per month and **your policy** runs for 10 years, the total **premiums** **you** would expect to pay, if the details remain unaltered, would be:

$$£20 \times 12 \text{ months} \times 10 \text{ years} = £2,400$$

It is important to be aware that this is only an example.

Your benefit amount stays the same over the length of the **policy**.

5. About the Funeral Benefit Option

5.1 What is the Funeral Benefit Option?

The **Funeral Service Provider** will pay an additional amount towards **your** funeral. This amount will not be shown in **your Policy Schedule**. A Welcome Pack will be sent by the **Funeral Service Provider** to **you** within 28 days of **you** taking out the Funeral **Benefit** Option.

The Over 50s Life Insurance can be **charged** to the **Funeral Service Provider**. This means that in the event of **your** death the **Funeral Service Provider** is paid the **benefit** from **your policy** which will be used towards **your** funeral costs.

You can choose to **charge** the **policy** to the **Funeral Service Provider** on the **policy start date**, or at any point before **your** death. **You** can choose this option by contacting **us**.

5.2 What happens if the benefit amount chosen is different to the cost of the funeral?

If the **benefit** is more than the amount required to provide the funeral service, the remainder will be paid by **us** to **your legal successor**. If the **benefit** is less, the difference would need to be paid to the **Funeral Service Provider** by **your legal successor**.

5.3 What if the Funeral Service Provider is unable to provide the funeral?

If the **Funeral Service Provider** is unable to provide a funeral service **we** will search for an alternative provider. If **we** are unable to find a suitable alternative, the **benefit** will be paid to **your legal successor**.

5.4 What if you or your family do not want the Funeral Service Provider to provide the funeral?

- a) If **you** decide **you** do not want the funeral or **you** want to remove the **charge** please contact **us**. **We** will tell the **Funeral Service Provider** that the **charge** has been removed and the liability for the **Funeral Service Provider** to provide the funeral will stop. On **your** death the **benefit** will be paid to **your legal successor**.
- b) If **your legal successor** decides after **your** death that they do not want the funeral service with the **Funeral Service Provider** the **charge** can be removed at this stage. The **benefit** will then be paid to **your legal successor** provided the **benefit** has not already been paid to the **Funeral Service Provider**.

6. Death in the First Year

6.1 Accidental Death

If within one year of the **policy start date** **you** sustain **bodily injury** caused by an **accident** which solely and independently of any other cause results in death and death occurs within 90 days of the **accident** then the **benefit** will be paid to **your legal successor**, instead of a refund of **premiums**.

If **you** have chosen the Funeral Benefit Option, the **charge** will be released and the **benefit** will be paid to **your legal successor** and not to the **Funeral Service Provider**.

However, **we** will pay a refund of **premiums** if the **bodily injury** resulting in death occurs either directly or indirectly from:

- (a) self-inflicted injury, including intentionally taking **your** own life;
- (b) taking part or attempting to take part in a hazardous sport or pastime;
- (c) taking part or attempting to take part in any aerial flight other than as a fare paying passenger on a licensed airline;
- (d) committing, attempting or provoking an assault or any criminal offence;
- (e) war (whether declared or not), riot or civil commotion; or
- (f) taking alcohol or drugs (unless these drugs were prescribed by a registered doctor in the United Kingdom).

6.2 Non Accidental Death

In the event of non accidental death, **we** will pay a refund of **premiums** rather than the **benefit** amount. The refund of **premium** will be paid to **your legal successor**.

7. General Conditions

7.1 During the application process **we** will ask **you** for **your** date of birth to make an assessment and offer **you** a **policy**. **You** are required to answer this question honestly and accurately.

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

- if **we** would not have issued **your policy** had an accurate answer been provided, **we** are entitled to cancel **your policy**, however **we** will refund any **premiums you** have already paid;
- if **we** would have issued **your policy** on different terms and conditions (other than those relating to **premiums**) had an accurate answer 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;
- in addition, if **we** would have issued **your policy** with higher **premiums** had an accurate answer been provided, **we** may reduce the **benefit** to reflect the higher **premiums** that would have applied had an accurate answer been provided. The following formula will be used in these circumstances:

New amount of cover =

$$\frac{\text{Premium actually charged} \times \text{original benefit}}{\text{Higher premium}}$$

7.2 **We** may make fair and reasonable changes to these **policy** terms and conditions. **We** will only do so:

- (a) to make **our** terms clearer or more favourable to **you**;
- (b) if there are any relevant changes in legislation, regulation or taxation; or
- (c) if **we** change the **Funeral Service Provider**.

If this happens, **we** will notify **you** in writing at least 30 days in advance of any changes being made.

7.3 **You** can take out additional Over 50s Life Insurance policies as long as the total of all the initial **premiums** added together are not more than £50 per month. This will include any existing Over 50s Life Insurance policies **you** may have with **us**.

7.4 This **policy** is governed by English law.

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

8. Making a Claim

8.1 When is the Benefit Payable?

The **benefit** is payable on **your** death except where death is in the first year from the **policy start date** as described in section 6.

8.2 Notifying us of a Claim

When making a claim under this **policy**, **your legal successor** should notify **us** using **our** claims contact details in section 9. **We** will send a claim form to **your legal successor**, which should be returned to **us**.

8.2.1 Over 50s Life Insurance

We will need the following when **we** are notified of the claim:

- **Your policy** number;
- The date of death, and
- **Your** contact details.

8.2.2 If you have chosen the Funeral Benefit Option

Your legal successor should contact the **Funeral Service Provider**, as shown in section 9. When **your legal successor** is making a claim, the **Funeral Service Provider** will need the following:

- **Your** full name, address and date of birth,
- **Your policy** number, and
- **Your Funeral Service Provider** member number.

8.3 Assessing your Claim

8.3.1 Over 50s Life Insurance

In order to assess the claim **we** may need **your Policy Schedule**, the death certificate and any other documents **we** may reasonably request.

In the case of an accidental death during the first year of the **policy start date**, **we** may ask for confirmation of the circumstances surrounding the death from the coroner.

8.3.2 If you have chosen the Funeral Benefit Option

The **Funeral Service Provider** will check with **us** that all **premiums** have been paid and that the **charge** is still in place, prior to providing the funeral service.

8.4 Who we pay the Benefit to

8.4.1 Over 50s Life Insurance

The **benefit** is paid to **your legal successor**.

8.4.2 If you have chosen the Funeral Benefit Option

The **benefit** will be paid to the **Funeral Service Provider** who will provide the funeral service.

However, if **you** die within the first year of **your policy start date** the **benefit** will be paid to **your legal successor**.

8.5 What Happens After a Claim has been Paid?

Once the **benefit** has been paid the **policy** will end.

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 Death Claims	0800 137 101	Legal & General Assurance Society Limited (Head Office) City Park The Drove Hove East Sussex BN3 7PY Email: life.claims@landg.com
Funeral Service Provider	0800 151 3789 Lines are open 24 hours a day, every day of the year	Dignity Funerals Limited 4 King Edwards Court King Edwards Square Sutton Coldfield West Midlands B73 6AP
Make a complaint	0845 071 1439	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 Place your Policy into Trust

Depending on **your** circumstances, it may be appropriate to place **your policy** into trust. For more information about trusts, please contact **your** financial or legal adviser. However, this is not possible if **you** have chosen the Funeral Benefit Option.

9.3 Cancel this Policy

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

Once this **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 this **policy** after 30 days of receiving both the notice and this **policy**, **you** will not get any money back.

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

9.3.1 If you have chosen the Funeral Benefit Option

If **you** cancel this **policy**, the **charge** will not apply and no **benefit** would be paid to the **Funeral Service Provider**.

9.4 Make a Complaint

If **you** wish to complain about the service **you** have received from **us** or the **Funeral Service Provider**, or **you** would like **us** to send **you** a copy of **our** complaints handling procedure, please contact **us** as shown in section 9.1.

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

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone:

0800 023 4567

(free for people phoning from a fixed land line)

0300 123 9 123

(calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs)

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** have 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 90% 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.

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