



GROUP PROTECTION

ILL HEALTH LIABILITY INSURANCE PLAN FOR LOCAL GOVERNMENT PENSION SCHEMES.

Helping you understand our plan and policy.

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

IHLI 05/2015

TECHNICAL GUIDE

EVERY
DAY
MATTERS.®


Legal &
General

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 Ill Health Liability Insurance Plan is right for you. You should read this document carefully so you understand what you're 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 help make the technical guide easier to understand. You'll find explanations of any technical terms we use in the glossary on page 13 of this document. Where terms covered in the glossary appear in the main text, we've highlighted them in bold, **like this**.

This guide is for employers who participate in the Local Government Pension Scheme and for the **administering authority**. We refer to both a **plan** and **policy** in this guide. The terms and conditions that apply to your **pension fund** are set out in the **plan**. These terms and conditions will apply to all employers covered by the **plan**.

When we say **plan employer** in this guide we may be referring either to an individual employer that has joined the **plan** or to the **administering authority**, depending on the type of **plan**.

Please see 'Types of Ill Health Liability Insurance' on page 5 for an explanation of the different types of **plan** available.

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 quotation and the choices you make about the cover you want.

We'll give you the exact terms and chosen options in our quotation and we'll fix these at the start of the **policy**. You'll only be able to change these if we agree.

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

OTHER DOCUMENTS

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

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

ABOUT LEGAL & GENERAL

The Legal & General Group, established in 1836, is one of the UK's leading financial services groups. As at 31 December 2014, the value of our assets under management across the group, based on current economic conditions, is £710 billion. We have over nine million customers in the UK for our life assurance, pensions, investments and general insurance plans.

Legal & General is one of the biggest providers of index-tracking investments in the UK, managing £274.8 billion as at 31 December 2014.

We're a leading provider of Group Protection cover in the UK with 85 years of expertise and knowledge. We looked after over 4,800 group protection **policies** and provided protection to almost two million employees at the end of 2014.

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AIMS, COMMITMENTS AND RISKS.

ITS AIMS

Our Ill Health Liability Insurance **Plan** for Local Government Pension Schemes (LGPS) aims to provide insurance to pay a lump sum if an employee covered under the **plan** qualifies for and takes ill health early retirement under the rules of the LGPS. The lump sum will be equal to the **strain** cost to the LGPS and will be paid to the **plan employer**.

YOUR COMMITMENT

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

- To give us all the information we ask for when you apply for a **policy** and at **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.](#)
- To tell us about a claim within the time limits set out in the **plan** terms and conditions and give us all the information we ask for to support any claims. Without this we won't be able to pay the claim. [Please see question 5 for more details.](#)
- Pay the premiums on the dates we ask for them.
- Keep to all the conditions set out in the **plan** and **policy**.

RISKS

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

- If you stop paying premiums, or you fail to keep to our terms and conditions, all cover under the **policy** will end.
- The premiums may go up or down depending on changes in the number of **members** we cover under the **plan**. We normally guarantee premium rates until the end of the second **plan year** and every subsequent two **plan years** thereafter. However, if you change the insured basis, we may review the premium rate.
- We can cancel the **plan** if membership falls to less than 25 **members**. If we do this, we'll write to you at least 30 days before we cancel the **plan**.
- We may also review the **unit rate** if a change is made to the agreed **plan** eligibility or benefit structure.
- We can change the **plan** and **policy** terms at the end of any guarantee period, although we will give you at least 30 days' written notice of any change.
- There are some reasons why we won't pay a claim. For example, if cover has ended for any reason as set out in question 1.4 or if we do not agree with the assessment of ill health early retirement. [Please see question 5 for more details.](#)
- We can change the **plan** and **policy** terms if there are changes to the LGPS which affect the **plan** or your **policy**.
- We may not pay a claim for benefit if you don't notify us of the claim within 90 days of a **member** being retired early due to permanent ill health, or the date the decision to retire the **member** early was taken, if this was later.
- If we've told you in our quote that we need employees to be **actively at work**, we won't start or increase their cover until they meet our **actively at work** requirements. [Please see question 1.1 for more details.](#)
- We may not pay a claim for benefit if you don't notify us of the claim within eighteen months of the **policy** being cancelled.

HOW THE PLAN AND POLICY WORK.

TYPES OF ILL HEALTH LIABILITY INSURANCE

Ill Health Liability Insurance is available in three forms:

a) Whole of fund plan

- An **administering authority** sets up a **plan** for all eligible members of the **pension fund**.
- We'll issue a **policy** and a copy of the **plan** terms and conditions to the **administering authority**.

b) Partial fund plan

- An **administering authority** sets up a **plan** for all eligible members of the **pension fund**, who are employed by a defined group of employers.
- We'll issue a **policy** and a copy of the **plan** terms and conditions to the **administering authority**.

c) Employer choice plan

- An **administering authority** sets up a **plan** for the **pension fund**. Employers who participate in the Local Government Pension Scheme can join the **plan** as long as they meet the requirements set out in question 1.1, 'who can be covered'.
- Employers joining the **plan** will be issued with a copy of the **plan** and a **policy** setting out terms and conditions specific to them. We call these employers **plan employers**.

An **administering authority** may choose to set up both a **partial fund plan** and an **employer choice plan** to cater for different segments of their **pension fund** membership.

THE PLAN

- Each **administering authority** individually negotiates their **plan**.
- We'll normally need at least 50 **members** to set up a **plan**. There is no minimum membership per **plan employer** providing the overall **plan** covers at least 50 employees.
- We will provide a **plan** quotation which will:
 - set out the type and level of benefit;
 - contain the specific terms and conditions applying to that **plan**.
- Your adviser will provide you with the **plan** quotation.
- We'll usually guarantee our quotation for three months.
- The **plan** document contains the terms and conditions agreed between us and the **administering authority**. The **plan** terms and conditions will apply to all **plan employers** linked to one **administering authority**.
- The eligibility conditions for the **plan** will be set out in the **plan** terms and conditions. You must include all eligible employees when they first become eligible.
- Whilst the **plan** is in place the **administering authority** will need to let us know if the LGPS regulations or actuarial basis for calculating the **strain** cost changes. The **administering authority** will also need to let us know if anything else changes the way the **strain** cost is calculated. If we agree to change the **plan** to take account of the new way of calculating the **strain**, we may review the premium rates and terms of the **plan**. We will not be insuring the new basis until the **administering authority** accepts our terms for the changes.
- Where we need to make changes to the **plan** terms and conditions, we'll only do this at the end of any **unit rate** guarantee period. If we do this, we'll write to the **administering authority** and the **plan employers** at least 30 days before we change the terms.

THE POLICY

- The **policy** contains the terms and conditions that are specific to the **plan employer**.
- The **plan employer** meets the cost of the cover.
- We will assess claims in light of the information provided by the employer's occupational health specialists. If we accept it is a valid claim, we will pay a lump sum to you to cover the **strain** in accordance with the LGPS regulations in force at the date the **plan** started.
- The **policy** will continue indefinitely as long as you meet its conditions, including paying premiums when they are due. For administrative purposes the first day of each yearly accounting period (see question 4) will be considered to be the **annual renewal date**. At this time we will need information for accounting purposes (see question 4.1). Reviews of premium rates will always take effect from the **annual renewal date**. [Please see Risk Factors on page 4.](#)
- While you continue to pay premiums, we will provide cover and pay all the valid claims you make.
- We'll give you full details of our cancellation rights in the **policy**.
- We can change or cancel the **plan** and your **policy** if there are changes to legislation or regulation which affects our Ill Health Liability Insurance **Plan** for Local Government Pension Schemes.
- Where we need to make changes to the **policy** terms, we'll only do this at the end of any **unit rate** guarantee period. If we do this, we'll write to the **administering authority** and the **plan employers** at least 30 days before we change the terms.

YOUR QUESTIONS ANSWERED.

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

1.0 WHAT SHOULD BE CONSIDERED WHEN DECIDING WHAT BENEFITS TO CHOOSE?

You will normally insure benefits to provide cover for the potential **strain** on your LGPS fund should an employee become eligible for an ill health early retirement pension.

The maximum individual benefit we will provide is £4,500,000.

1.1 WHO CAN BE COVERED?

For some employees, we will only be able to provide cover subject to them being **actively at work** or subject to a **pre-existing condition exclusion** (please see table below).

We can only cover employees who:

- are active **members** of the LGPS;
- meet the eligibility conditions under the **plan**; and
- are included in the **plan** as soon as they meet the eligibility conditions under the **plan**.

Our eligibility terms are set out in the table below.

ELIGIBILITY TERMS

Whole of fund and partial fund plan	Employer choice plan
<ul style="list-style-type: none"> • All employees who meet the eligibility conditions are covered from the date the policy starts or immediately from the date their employer first participates in the pension fund, if later. • With a partial fund plan the employer must also meet the eligibility conditions described in the quotation or plan schedule. 	<ul style="list-style-type: none"> • Employers joining the plan within six months of the plan start date (or within six months of the annual renewal date, if the first policy anniversary has passed) or within six months of them becoming a member of the LGPS: <p>Cover in respect of individual employees is subject to them being actively at work before cover starts.</p> • In all other circumstances: <p>Cover in respect of individual employees is subject to a pre-existing condition exclusion. This means we will not pay benefit in respect of a member who already qualifies for tier one benefit or tier two benefit at the date their employer's cover started in the plan.</p>

1.2 WHAT TYPES OF COVER ARE AVAILABLE?

The amount of benefit payable will depend on whether the **member** meets the criteria for **tier one benefit** or **tier two benefit** under the LGPS regulations.

If, after the start of the **policy**, an active **member** of the LGPS qualifies for **tier three benefit**, we'll pay a claim for **tier two benefit** if that **member** is subsequently reassessed as qualifying for **tier two benefit**.

The regulations must be those in force at the **plan start date** or a subsequent date agreed between you and us. Full definitions can be found in the LGPS regulations.

The cover provided is the **strain** on the pension scheme at the date the **member** becomes an ill health retiree. This will differ depending whether the **member** qualifies for **tier one benefit** or **tier two benefit** under the LGPS regulations in force at the **plan start date** or other date agreed between you and us.

As an alternative, you can insure benefits to cover the potential **strain** above any payment the **plan employer** makes into the LGPS fund should an employee become eligible for an ill health early retirement.

If a member voluntarily makes additional contributions, any resulting increase in the **tier one benefit** or **tier two benefit** funding strain is not covered by the **plan**.

1.3 WHEN WILL THE LUMP SUM BE PAID?

The lump sum will be paid to you in the event that one of your **members** becomes an eligible ill health early retiree causing a **strain** on the LGPS. [See question 5.](#)

1.4 WHEN WILL COVER END?

a) Under normal circumstances

Cover for a **member** normally ends:

- when they stop being an **active member** or are no longer eligible to be a **member**;
- when they reach the **benefit termination date** set out in the **plan**;
- if they retire early for a reason other than an event that triggers benefits to be paid from the **policy**;
- when they receive **tier one benefit or tier two benefit**;
[Please see question 1.2 for more details](#)
- if they are no longer employed by their **plan employer**
- if they die before benefit starts being paid.

b) If you, or we, cancel the cover

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

- We'll continue your cover as long as you meet the conditions we show in the **policy**.
- You can cancel the **policy** by letting us know in writing.

We'll give you reasonable 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** document.

The **plan** will remain in force provided there is at least one **plan employer** participating in the **plan** and a minimum **plan** membership of 25.

2.0 HOW DO I SET UP A POLICY?

2.1 WHAT ARE THE REQUIREMENTS TO SET UP A POLICY?

The **administering authority** must first set up a **plan**. Each employer joining the **plan** and becoming a **plan employer** must send us a completed proposal form and the first premium within 14 days of the date we agree to provide cover.

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 search fails, we may ask you for documents to confirm your identity.

2.2 WHAT MEDICAL EVIDENCE IS NEEDED BEFORE EMPLOYEES CAN BE COVERED

We don't normally need any medical evidence for any of the employees to be covered. Our quotation will show if we need medical evidence.

An **actively at work** requirement or **pre-existing condition exclusion** may apply to employees. [Please see section 1.1 for more details.](#)

3.0 WHAT PREMIUMS WILL YOU CHARGE FOR THE COVER?

The premiums we charge will be based on the information provided in respect of the **plan** agreed with the **administering authority**. The key factors we use to work out premiums include:

- the salary of the eligible employees that is used in calculating the potential **strain** under the pension scheme. We refer to this as **plan earnings**;
- the **strain** cost for eligible employees;

- the age and gender of eligible employees;
- where the eligible employees work; and
- the number of employees who have previously retired due to ill-health. We call this the claims history.

3.1 HOW WILL YOU WORK OUT THE PREMIUMS?

We will work out a **unit rate** as the cost of providing each £100 of the total earnings to be insured under the **plan** (the **aggregate plan earnings**). We will apply that **unit rate** to the **aggregate plan earnings** when cover starts. Subsequent changes in the **unit rate** will be applied at the beginning of the following **plan year**.

If it's an **employer choice plan** we'll issue a separate invoice to each **plan employer**.

3.2 WILL THERE BE ANY UNEXPECTED EXTRA PREMIUMS?

We'll usually guarantee the **unit rate** until the end of the second **plan year**. We will then review this, following which, we will usually guarantee the **unit rate** for a further two years (as described in the section 'Risks'). However, we may change the **unit rate** if we are asked to change the insured basis.

3.3 HOW MUCH COMMISSION WILL YOU PAY OUR ADVISER?

We will pay commission to your adviser as a percentage of each premium you pay. The standard is 10%. We can provide for different levels of commission although this will affect the premium we charge. Our quotation will show the commission rate we've allowed for.

4.0 HOW DOES THE ACCOUNTING WORK?

We'll work out the accounts at the start of the **policy** and then every year at a date we call the **annual renewal date**.

You'll need to pay us premiums in advance, either yearly or monthly.

You can pay yearly premiums by cheque or by BACS.

Monthly premiums can be paid by direct debit or BACS. Yearly premiums are normally lower than the total of 12 monthly premiums.

Until we receive accurate information, we will charge approximate premiums. Once we have worked out the accurate premium, you will have to pay, or we will refund, any difference between the approximate and accurate premiums.

4.1 WHAT INFORMATION IS NEEDED FOR ACCOUNTING?

Every year we'll ask for information showing the **plan earnings** for each **member** at the **annual renewal date**.

Whenever we need to review the **unit rate** we'll ask for information showing the **strain** cost for each **member** and the claims history. This should reach us at least four months before the **annual renewal date**. The **strain** cost information should be no more than 18 months old and the claims history no more than three months old.

4.2 HOW DO YOU ADJUST PREMIUMS FOR MEMBERS WHO JOIN, LEAVE OR HAVE BENEFIT INCREASES DURING THE PLAN YEAR?

The **policy** operates on a 'simplified accounting' basis where we adjust premiums at the end of each **plan year** based on the assumption that all changes in membership took place midway through the year. Any extra premium or refund will be paid at the beginning of the next **plan year**. This is generally known as 'sweep up accounting'.

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 **policy's** cancellation date. We will either send you a refund or you will immediately have to pay us any premiums you owe.

5.0 HOW DO WE MAKE A CLAIM?

For us to pay a claim, the fund must have a **strain** liability caused by a **member** retiring early due to ill-health. We'll need suitable evidence of the ill health retiree event and the amount required for payment to the fund. We will also need evidence that the correct process has been followed to determine the event in accordance with the LGPS regulations that we've agreed to cover under the **plan**. We may subsequently ask for additional evidence on a case by case basis.

We'll only pay a claim if we agree that assessment of the ill health retiree satisfactorily meets the LGPS regulations that we've agreed to cover.

You will need to provide us with a claim notification form. Ideally, this will be within four weeks of the **member** being retired early due to ill health, or the date the decision to retire the **member** early was taken, if this was later. We may not pay a claim if this is received later than 90 days after this. A claim may not be accepted if it is made more than eighteen months after a **policy** is cancelled.

We aim to pay benefit within five working days of receiving all the information we need to confirm a claim.

In the event of a dispute of the claim, you may have the right to refer to the Financial Ombudsman Service. [See page 14 for their contact details.](#)

6.0 CAN YOU COVER AN EMPLOYEE WHO IS NOT BASED IN THE UK?

We will need full details of any overseas employees as we need to assess if we can cover them and if we need to change our standard terms. We will not provide any cover for overseas employees until we've assessed their details and told you of any additional terms for their inclusion.

We won't usually set any additional terms to cover UK based employees who travel abroad for normal business purposes unless, for example, lots of employees travel together. Please tell us if you have employees who travel aboard on business so we can confirm our terms.

7.0 WHAT TAX RULES APPLY?

Our understanding of the current tax rules for this type of **policy** is as follows:

- there is no 'benefit in kind' charge for the individual **members**;
- if you are a trading company, you should receive a tax deduction for the payment of the premium, provided it is wholly and exclusively for the benefit of its trade;
- you will not be taxed on the receipt of the lump sum; and
- the payment of the ill-health pension to the individual **member** from the pension scheme will be subject to income tax in the normal way as any other pension payment to **members**.

FURTHER INFORMATION.

PROVIDING INSURANCE

Ill Health Liability Insurance **Plans** for Local Government Pension Schemes and **policies** are provided by Legal & General Assurance Society Limited. Our principal office for the purpose of the **policy** is at:



Legal & General House
Kingswood
Tadworth
Surrey
KT20 6EU



0345 072 0751

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

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 should call us or send the details of your question or complaint to our Group Protection Director. 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. You can find their contact details at the back of this technical guide.

LAW

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

Under our **policy**, **members** 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.

INDUSTRY REGULATION

We're authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and PRA. We're entered on the FCA's register under number 117659. You can check this on the Financial Services Register by visiting the FCA's website:



www.fca.org.uk/register

or telephone them on



0800 111 6768

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

GLOSSARY.

Our terms explained.

Actively at work	This means the employee must be in full active employment, physically and mentally able to perform all the duties associated with their normal job as an employee on the day the cover is due to start.	Plan employer	A local government employer who is included in the plan .
Active member	An employee continuing to build up benefits within the Local Government Pension Scheme.	Plan start date	The date the plan started.
Administering authority	The regional authority that has established the plan .	Plan year	The year that starts and ends on the annual renewal date .
Aggregate plan earnings	The total earnings of all the members who are included in the plan .	Policy	The legal contract between you and us that outlines the basis of the insurance in place. The policy makes references to the plan terms and conditions.
Annual renewal date	The anniversary date of when the plan starts or another yearly date that we've agreed with the administering authority .	Pre-existing condition exclusion	We won't pay benefit in respect of a member who already qualifies for tier one benefit or tier two benefit at the date their employer's cover started in the plan .
Benefit termination date	The last date to which we'll pay benefit, or provide cover for a member .	Strain	This is the extra cost to the fund of the employee retiring early. The pension fund actuary will calculate the strain cost under the pension scheme.
Employer choice plan	Type of plan where each employer can take out their own policy .	Tier one benefit	An illness or injury where the member is permanently incapable of obtaining any gainful employment before reaching their normal pension age .
Gainful employment	Paid employment for not less than 30 hours in each week for a period of not less than 12 months.	Tier two benefit	An illness or injury where the member is not capable of obtaining any gainful employment within three years of leaving employment with the employer, but is likely to be able to do so before reaching their normal pension age .
Member	An employee included for benefits within the Local Government Pension Scheme and covered by the plan .	Tier three benefit	An illness or injury where the member has a reasonable prospect of obtaining any gainful employment within three years of leaving employment with the employer.
Normal pension age	The age a member will normally take their benefit as defined in the Local Government Pension Scheme.	Unit rate	This is how we work out the cost of a policy . We'll work out the cost for each £100 of cover and multiply this with the total plan earnings or total benefit for the policy . We'll tell you the unit rate in our quote.
Partial fund plan	Type of plan where the administering authority takes out a policy covering a defined group of employers.	Whole of fund plan	Type of plan where the administering authority takes out a policy covering all employers.
Pension fund	The pension fund of the Local Government Pension Scheme that the regional authority administers.		
Plan	The Ill Health Early Retirement plan for Local Government Pension Schemes that applies to the administering authority .		
Plan earnings	The salary of the members that is used in calculating the potential strain under the pension scheme.		

CONTACT DETAILS.

GROUP PROTECTION PRINCIPAL OFFICE QUESTIONS AND COMPLAINTS	FINANCIAL OMBUDSMAN SERVICE	FINANCIAL SERVICES COMPENSATION SCHEME
Group Protection Director Legal & General Assurance Society Limited Legal & General House Kingswood Tadworth Surrey KT20 6EU	If we can't resolve a complaint you may be able to refer it to: Financial Ombudsman Service Exchange Tower London E14 9SR	7th Floor, Lloyds Chambers 1 Portsoken Street London E1 8BN
 0345 072 0751 We may record and monitor calls. Call charges will vary. Lines are open from 8.30am to 5.30pm Monday to Friday.	0800 023 4567 or 0300 1239 123 (free for mobile phone users paying a monthly charge for calling phone numbers beginning with 01 or 02).	020 7741 4100 or 0800 678 1100
 group.protection@landg.com www.legalandgeneral.com/workplacebenefits	complaint.info@financial-ombudsman.org.uk www.financial-ombudsman.org.uk	enquiries@fscs.org.uk www.fscs.org.uk

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