

# Ill health liability insurance plan for affinity groups

Helping you understand our policy

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**Technical guide**

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

IHLI AG 03/2016



# 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 for Affinity Groups 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, 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**.

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 you should read it alongside our Quotation Summary to help you understand the policy.

Our full terms and conditions will be in our **policy** document. We'll give this to you after we've agreed to provide cover. See question 2.1 to find out what we need to set up your **policy**. You can ask us, or your financial adviser, if you would like to see a copy of our standard **policy** terms and conditions.

## ABOUT LEGAL & GENERAL

The Legal & General Group, established in 1836, is one of the UK's leading financial services companies. As at 31 December 2017, we had over 9.5 million customers in the UK for our life assurance, pensions, investments and general insurance plans.

We're a leading provider of Group Protection cover in the UK with over 85 years of expertise and knowledge. We looked after 4,500 group protection **policies** and provided protection to around two million employees at the end of 2017.

## 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](http://legalandgeneralgroup.com/investors/library)

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# Aims, commitments and risks

## ITS AIMS

Our Ill Health Liability Insurance Plan for Affinity Groups aims to provide insurance to pay a lump sum if an employee covered under the **policy** qualifies for and takes ill health early retirement under the rules of the Local Government Pension Scheme (LGPS). The lump sum we'll pay will be equal to the **strain** cost to the LGPS we've agreed to cover and will be paid to you.

## 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 each **annual renewal date**. 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 **policy** 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 **policy**.

## RISKS

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

- We will stop cover if you stop paying premiums, or you fail to keep to our terms and conditions. We will tell you in writing 14 days before we do this.
- The premiums may go up or down each year depending on changes in the number of **members** we cover under the **policy**. We normally guarantee the **unit rate** until the first **annual renewal date**. We will then review it, following which we'll usually guarantee the new **unit rate** for the next year.
- We can review the **unit rate** if a change is made to the agreed **policy** eligibility, benefit structure or the actuarial basis for calculating the **strain** cost.
- We can change the **policy** terms at the end of any **unit rate** 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 **policy** terms if there are changes to the LGPS which affect 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.
- We won't start or increase an employee's 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.
- Where the LGPS confirms that an ill health retirement occurred whilst cover was in place, we'll not accept any claims received more than 18 months after you've cancelled the **policy**.

# How the policy works

- We will need a minimum of five **members** to start a **policy**.
  - The **unit rate** depends on the risk profile of all the **policies** in the **affinity group** and our assumptions about **strain** cost. The same **unit rate** applies to all **policies** in the **affinity group**. From time to time we will review this **unit rate** based on the claims experience, **strain** cost data, salary data and age profile of all **policies** participating in the **affinity group**. If the **unit rate** changes, it will only apply to your **policy** when the **unit rate** guarantee has expired.
  - You pay the premiums under the **policy**.
  - 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.
  - If you are currently an Ill Health Liability Insurance Plan policyholder with us, you will only become eligible to establish a replacement **policy** in the **affinity group** at the end of the guarantee period applying to your current policy.
- You must include all eligible employees for cover under the **policy** as soon as they are eligible.
  - We won't pay benefit in respect of an employee who isn't eligible for cover.  
[Please see question 1.1 for more details about eligibility.](#)
  - We will assess claims taking account of the information provided by your Independent Registered Medical Practitioner (IRMP)/Occupational Health Adviser (OHA). If we accept it's 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 **policy** started. You must give us all the information we need when you make a claim.
  - We will only pay a benefit in respect of a **member** if they qualify for either a **tier one** benefit or a **tier two** benefit under the LGPS regulations.  
[Please see questions 1.2 and 5 for more details.](#)
  - Cover for a **member** will end when we pay benefit in respect of them. The **member** cannot be included for cover again under the **policy** at a later date.
- The **policy** will continue indefinitely as long as you meet its conditions, including paying premiums when they are due.
  - We'll give you full details of our cancellation rights in the **policy**.
  - We can amend or cancel the **policy** if there are changes to legislation or regulation which affect this **policy** or the LGPS.
  - We can change the **policy** terms at the end of any **unit rate** guarantee period. If we do this, we'll write to you 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 **policy** will work.

# 1.0 How is benefit provided under the policy?

You will normally insure benefits to cover 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?

You can only include employees for cover under the **policy** if they:

- are **active members** of the LGPS;
- joined the LGPS at the first opportunity; and
- are included in the **policy** as soon as they meet the eligibility conditions set out in the **policy**.

We will only start cover in respect of an employee when they meet:

- our **actively at work** requirements; and

Please see question 2.3 for more details.

- the eligibility conditions under the **policy**.

Additionally, at the **policy start date**, cover won't start for employees that have been absent from work, due to illness or injury, for more than five consecutive days in the last six months. Cover in respect of these employees will only start when a period of six months has been completed during which more than five consecutive days' absence, due to illness or injury, has not occurred.

## 1.2 WHAT COVER IS PROVIDED?

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 **policy start date** or other date agreed between you and us.

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.

If a member has been making voluntary additional pension contributions, any resulting increase in the **tier one** benefit or **tier two** benefit funding strain is not covered by the **policy**.

## 1.3 WHEN WILL THE LUMP SUM BE PAID?

The lump sum will be paid to you in the event that a **member** becomes an eligible ill health early retiree causing a **strain** on the LGPS.

Please see question 5 for more details.

## 1.4 WHEN WILL COVER END?

### a) Under normal circumstances

We will stop cover in respect of a **member**:

- 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 **policy**;
- 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

- when they leave your employment or no longer meet the eligibility conditions; or
- if they die before we've paid any benefit for them.

### 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 pay the premiums we request and meet the conditions we show in the **policy**.
- You can cancel the **policy** by letting us know 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**.

## 2.0 Setting up the policy?

### 2.1 WHAT ARE THE REQUIREMENTS TO SET UP A 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.

You'll also need to:

- Give us a membership list correct at the **policy start date** so we can give you an accurate account.

Please see question 4.1 for more details.

- Check if all the eligible employees are **actively at work**.

We give more information about actively at work in question 2.3.

We'll send you the **policy** document when we have confirmed and finalised all the details. The **policy** is the contractual document that tells you the terms and conditions and what we will and will not 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 applies to all employees.

Please see section 2.3 for more details.

### 2.3 WHAT ARE THE ACTIVELY AT WORK REQUIREMENTS?

**Actively at work** means that an 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.

An employee must be **actively at work** before they can be included for cover under the **policy**. We'll also need a **member** to be **actively at work** before we can start covering any increases in cover in respect of them.

If an employee is not **actively at work**, we will not provide cover, or any increase in cover in respect of them, until they are next **actively at work**.

Additionally, at the **policy start date**, cover won't start for employees that have been absent from work, due to illness or injury, for more than five consecutive days in the last six months. Cover in respect of these employees will only start when a period of six months has been completed during which more than five consecutive days absence, due to illness or injury, has not occurred.

## 3.0 What premiums will be charged for the cover?

The **unit rate** depends on the risk profile of all the **policies** in the **affinity group** and our assumptions about **strain** cost. From time to time we will review this **unit rate**. If it changes, it will only apply to your **policy** when the **unit rate** guarantee has expired.

The same **unit rate** applies to each **policy** participating in the **affinity group**.

Factors we use to work out the **unit rate** for all policies in the **affinity group** include:

- the salary of the eligible employees used in calculating the potential **strain** under the pension scheme. We refer to this as **scheme 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 in the **affinity group**. We call this the claims history.

The premiums we charge you depend on the **total scheme earnings** for all **members** covered by the **policy**.

### 3.1 HOW WILL YOU WORK OUT THE PREMIUMS?

The **unit rate** is the yearly cost for each £100 of the **total scheme earnings**. We'll multiply the **unit rate** with the **total scheme earnings** at the start of each **policy year** to work out that year's premium. Subsequent changes in the **unit rate** will be applied at the beginning of the following **policy year**.

### 3.2 WILL THERE BE ANY UNEXPECTED EXTRA PREMIUMS?

We'll guarantee the **unit rate** until the end of the **policy year**. We will then review this, following which, we will guarantee the **unit rate** for a further year.

The premiums will also change at each **annual renewal date** if the **total scheme earnings** change.

### 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 current standard commission we'll pay your adviser is 10%. 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.

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

### 4.1 WHAT INFORMATION DO YOU NEED?

We require information about each current **member** to allow us to work out the accounts for your **policy**, validate claims and help us review the appropriate **unit rate** for the **affinity group**. You should provide a membership list at the start of the **policy** and at each **annual renewal date** showing each **member's**:

- name;
- gender;
- date of birth;
- occupation;
- work location;
- **scheme earnings**;

- date of joining pensionable service; and
- the most recent **strain** cost data (if available).\*

\* Preferably, you will be able to provide **strain** cost data that is less than 18 months old. If you cannot, we have an assumption tool that we will use to estimate the **strain** cost for each **member**. We will share these estimates with you.

At the **annual renewal date**, it's important we get this information quickly so we can work out the accurate premium and give you accurate accounts. If the information is not received within three months of an **annual renewal date** we can cancel the **policy** or change the terms and conditions of the **policy**.

It's also important that we know exactly who's covered under the **policy**. If you don't include an employee who you should have included on the membership list at the start of the **policy** or the **annual renewal date**, we won't pay a claim for them.

### 4.2 HOW DO YOU ADJUST PREMIUMS FOR MEMBER'S WHO JOIN, LEAVE OR HAVE BENEFIT INCREASES DURING THE POLICY YEAR?

The **policy** operates on a 'simplified accounting' basis where we adjust premiums at the end of each **policy 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 **policy 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 member must qualify for either a **tier one** or a **tier two** ill health early retirement benefit under the rules of the LGPS; and
- a **strain** liability must be caused by the **member** retiring early due to ill-health.

We'll need:

- evidence that the member has been retired early on the grounds of ill health, and that the correct process has been followed in accordance with LGPS regulations; and
- evidence of the 'strain cost' amount invoiced by the LGPS, and the high-level strain cost calculation that's been used.

We'll only pay a claim if we agree that assessment of the ill health retiree satisfactorily meets the LGPS. We may subsequently ask for additional evidence on a case-by-case basis.

You'll need to provide us with a completed 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.

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

In the event of a dispute of the claim, you may have the right to refer to the Financial Ombudsman Service.

You can find their contact details at the back of this technical guide.

## 6.0 What isn't covered?

We won't cover:

- Employees that don't meet the **actively at work** requirements.

Please see section 2.3 for more details.

- **Members** that retire because of ill health but are not awarded a **tier one** or a **tier two** benefit.
- **Members** that retire because of ill health where we don't agree that assessment of ill health retirement satisfactorily meets the LGPS regulations we've agreed to cover.

## 7.0 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 abroad on business so we can confirm our terms.

## 8.0 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 **members**;
- if 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 when the insurance payment is made; 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**.

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

## Further information

### PROVIDING INSURANCE

III Health Liability Insurance Plan for Affinity Groups **policies** are 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 0TL



**0345 072 0751**

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. 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:



<https://www.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 should 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. 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.

### 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 on the Financial Services Register by visiting the FCA's website



[fca.org.uk/register](https://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.

<b>Actively at work</b>	<p>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.</p> <p>Additionally, at the <b>policy start date</b>, cover won't begin for employees that have been absent from work, due to illness or injury, for more than five consecutive days in the last six months. Cover in respect of these employees will only start when a period of six months has been completed during which more than five consecutive days absence, due to illness or injury, has not occurred.</p>
<b>Active member</b>	An employee continuing to build up benefits within the Local Government Pension Scheme (LGPS).
<b>Affinity group</b>	The group of <b>policies</b> to which this <b>policy</b> belongs. The same <b>unit rate</b> applies to all <b>policies</b> in the group.
<b>Annual renewal date</b>	The 1st of April each year.
<b>Benefit termination date</b>	The last date to which we'll cover a <b>member</b> .
<b>Gainful employment</b>	Paid employment for not less than 30 hours in each week for a period of not less than 12 months.
<b>Member</b>	An employee included for benefits within the Local Government Pension Scheme (LGPS) and covered by the <b>policy</b> .
<b>Normal pension age</b>	The age a <b>member</b> will normally take their benefit as defined in the Local Government Pension Scheme (LGPS).
<b>Policy</b>	The legal contract between you and us that outlines the basis of the insurance in place.

<b>Policy start date</b>	The date the <b>policy</b> started.
<b>Policy year</b>	The year that starts and ends on the <b>annual renewal date</b> .
<b>Scheme earnings</b>	The earnings of the <b>members</b> that is used in calculating the potential <b>strain</b> under the pension scheme. (If actual earnings have decreased because the <b>member</b> is working reduced hours, scheme earnings are the full-time equivalent earnings.)
<b>Strain</b>	This is the extra cost to the fund of the employee retiring early. The pension fund actuary will calculate the <b>strain</b> cost under the pension scheme.
<b>Tier one</b>	An illness or injury where the <b>member</b> is permanently incapable of obtaining any <b>gainful employment</b> before reaching their <b>normal pension age</b> .
<b>Tier two</b>	An illness or injury where the <b>member</b> is not capable of obtaining any <b>gainful employment</b> within three years of leaving employment with the employer, but is likely to be able to do so before reaching their <b>normal pension age</b> .
<b>Tier three</b>	An illness or injury where the <b>member</b> has a reasonable prospect of obtaining any <b>gainful employment</b> within three years of leaving employment with the employer.
<b>Total scheme earnings</b>	The total <b>scheme earnings</b> for all <b>members</b> .
<b>Unit rate</b>	The <b>unit rate</b> is the yearly cost for each £100 of the <b>total scheme earnings</b> . We'll multiply the <b>total scheme earnings</b> by the <b>unit rate</b> to work out the annual cost of the <b>policy</b> . We'll tell you the <b>unit rate</b> in our Quotation Summary.

# Contact details

## Group protection principal office Questions and complaints

 Managing Director, Group Protection  
Knox Court,  
10 Fitzalan Place,  
Cardiff,  
CF24 0TL

 **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.

 [group.protection@landg.com](mailto:group.protection@landg.com)  
 [legalandgeneral.com/workplacebenefits](http://legalandgeneral.com/workplacebenefits)

## Financial Ombudsman service

If we can't resolve a complaint you may  
be able to refer it to:

 Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

 **0800 023 4567**  
or  
**0300 1239 123**  
(free for mobile phone user paying a monthly charge  
for calling phone numbers beginning with 01 or 02).

 [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
 [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)

## Financial Services Compensation Scheme

 PO Box 300  
Mitcheldean  
GL17 1DY

 **020 7741 4100**  
or  
**0800 678 1100**

 [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)  
 [fscs.org.uk](http://fscs.org.uk)