

Waiver of Premium

Policy Conditions

Waiver of Premium is provided by Liverpool Victoria Financial Services Limited (LV=). These policy conditions tell you all about this policy. Together with your application, any declarations you've made, your policy schedule and any documents we send you confirming changes to your policy, they make up your insurance contract with us. You can find the details of your policy that are specific to you (for example, your cover amount, policy start and end dates) in your policy schedule – if any of the details we have for you are incorrect please contact us straight away.

Waiver of Premium at a glance

Where to find out more

Your policy schedule includes all of the details about your policy that are specific to you, including your policy start and end date, how much you pay, when your payments are due, and any special provisions.

If you have a question about your policy



Call 0800 678 1906



Email ebprotection@lv.com
Write to LV= Emperor House, Grenadier Road,
Exeter Business Park, Exeter, EX1 3LH.

To make a claim



Call 0800 756 5869



Email ebprotection@lv.com

Remember...



- It's your responsibility to check this cover is correct for your needs, and that your personal details are accurate.
- You can claim on your Waiver of Premium policy as many times as needed.
- You can only claim on this policy if you are unable to work due to illness or injury.
- The other policies in your Flexible Protection Plan won't end if you use your Waiver of Premium policy to cover the payments for them.
- This policy doesn't pay you anything – it pauses the payments for the policies in your Flexible Protection Plan if you're unable to work.
- You can't make a claim on this policy for death or unemployment.

When to tell us if you become unable to work

If your waiting period is two months or less, please tell us within two weeks of becoming unable to work.

If your waiting period is three months or more, please tell us within eight weeks of becoming unable to work.

If you are a homemaker, please tell us within the above time periods if you feel your illness may be serious enough for you to claim.

What Waiver of Premium cover does

If you become ill or injured and can't work because of this, after your waiting period has passed you'll no longer have to make your regular payments for the policies in your plan – your Waiver of Premium policy will cover them for you.

We do not send you the money to cover the payments (the premiums) for your other policies, we arrange it all internally. You don't directly receive any money from this policy.

Having this policy means that if you're too unwell to work you don't have to worry about paying for the protection policies in your plan, and if you make a claim on them you'll get the full claim amount rather than having to deduct the monthly amount you'd normally pay for that policy (the premium).



Definitions

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Definitions

Some of the words we use may be unfamiliar to you, or have different meanings here than in everyday use. To show you when the words are directly related to this policy we have printed them in bold text, and to help you understand what we mean by them we’ve provided this explanation for you to refer to when needed:

End date is the date your waiver of premium **policy** ends. You can find this date in your policy schedule.

Homemaker – we will treat you as a homemaker if you stay at home to look after your family, or are a carer and are not doing any paid or unpaid work. If you are claiming Jobseekers Allowance when you apply for your **policy** we will treat you as unemployed instead. We are unable to offer a **policy** to people who are unemployed.

Occupation is the type of job you were doing at the point you became **unable to work**.

Plan means your LV= Flexible Protection Plan and includes other policies that you have with us, as well as this one.

Policy when written in bold refers specifically to this cover. When it’s not in bold the word policy refers to a policy in general. Your **policy** is made up of these conditions and other documents that you get with this cover, any **special provisions** included in your policy schedule, and any documents we send you confirming changes to your **policy**.

Premium, premiums and **payments** refer to the amount you pay to us for your **policy** each month.

Special provisions are also known as exclusions, this means things we wouldn’t pay a claim for that are individual to you. We base these on your individual circumstances and will list them in your policy schedule if you have any.

Start date is the date your **policy** began (not the date you applied). You can find this in your policy schedule.

Unable to work The way we measure this under this **policy** depends on whether you have own occupation cover or homemaker cover. We explain this in detail in section A1.

Waiting period is the amount of time you have to wait before we’ll begin covering the monthly amount you pay us for all of the policies included in your **plan**. The length of the **waiting period** will automatically be set depending on what other policies and cover you have in your **plan**. You can find the **waiting period** in the policy schedule.

Waive, waived, waiver mean we will cover the cost of the monthly amount you pay us for all of the policies included in your **plan** (once your claim is approved and after your **waiting period**).

You or **your** refer to the person who applied for, is insured by and is legally entitled to the cover provided by this **policy** and when we say **we, us** or **our**, we mean Liverpool Victoria Financial Services Limited (but these words are not in bold throughout the document).

Section A – Waiver of Premium in detail

You cannot take this **policy** out on its own, you must have a Flexible Protection **plan** with us that includes other protection policies to be able to take out Waiver of Premium cover.

This **policy** will not pay you anything when you claim. Instead it will cover the **payments** you'd normally make to us for the other policies in your **plan** if you become **unable to work**.

The cover we can offer depends on your occupation when you take out the **policy**. We tell you which cover we can offer before your **policy** starts and this is shown on your policy schedule.

- Own occupation cover – Means we will **waive** the **premiums** for your **plan** if, because of illness or injury, you are unable to do your usual **occupation**.
- Homemaker cover – Means we will **waive** the **premiums** for your **plan** if because of illness or injury you are unable to prepare a meal or do basic housework. We promise we'll be reasonable in reviewing your claim, our aim is to make sure we can pay out when someone is genuinely unable to be a **homemaker**.

If you are aged 70 or older, at the time you become ill or injured, you are still covered but we will use 'work tasks' measures to work out whether to **waive** the **premiums** for your **plan**.

A1 – What's covered

✓ You're covered for:

- **Own Occupation cover – unable to work due to illness or injury (aged under 70)**

This means that we will **waive** the **premiums** for your **plan** if, following your **waiting period**, because of illness or injury, you are unable to carry out the main tasks of your **occupation** and aren't doing any other paid or unpaid work. Your **occupation** is the job you were in when you became ill or injured. By main tasks we mean the things which can't be reasonably left out of your role, or changed by you or your employer.

We'll also use this measure to determine whether you're **unable to work** if you claim within 12 months from:

- becoming unemployed
- becoming a **homemaker**
- taking a career break
- retiring before age 70

If you have been out of work for longer than 12 months when you claim we'll use the measure under homemaker cover, to work out whether to **waive** the **premiums** for your **plan**.

- **Homemaker cover – unable to work due to illness or injury (aged under 70)**

This means that we will **waive** the **premiums** for your **plan** if, following your **waiting period**, because of illness or injury, you are unable to prepare a meal or do basic housework and are not doing any other paid or unpaid work.

- **Work tasks measure – unable to work due to illness or injury (aged 70 and above)**

If you are aged 70 or older, at the time you become ill or injured, you are still covered but we will use the measures below called work tasks to work out whether to **waive** the **premiums** for your **plan** we'll also use this measure if you were under age 70 when we first **waived** your **premiums** and you are still **unable to work** when you reach age 70.

We'll **waive** the **premiums** for your **plan** if you are unable to do any paid or unpaid work (following your waiting period) because of illness or injury, and cannot carry out at least three of the following activities using appropriate equipment to help you (but without help from someone else):

- **Walking** - to be able to walk a distance of 200 metres on flat ground (with the use of a walking stick or other aid if necessary) without stopping.
 - **Climbing** - to be able to walk up or down a flight of 12 stairs (with the use of a handrail) without stopping.
 - **Bending** - to be able to bend or kneel to pick up something from the floor and stand up again.
 - **Communicating** - to be able to answer the telephone and take a simple message.
 - **Eyesight** - to be able to read a standard daily newspaper or to pass the standard eyesight test for driving (after correction by spectacles or contact lenses if necessary).
 - **Dexterity** - to be able to use a pen, pencil or keyboard.
 - **Healthcare** - to be able to make arrangements to see a doctor and take regular medication as prescribed.
 - **Financial independence** - to be able to understand the value of money, and handle routine financial transactions.
- **If you're a doctor or surgeon on a sabbatical break and have an Income Protection or Budget Income Protection policy with us**

If your Income Protection or Budget Income Protection policy includes doctors or surgeons sabbatical break cover, and you are a doctor or surgeon on a sabbatical break and meet the conditions for that break we'll treat you as though you were still working in your **occupation** when you claim. For more information on our sabbatical break cover and the terms and conditions that apply to it, please see the appendix at the back of your Income Protection or Budget Income Protection policy conditions.

- **For all types of illness or injury**

We don't have any general restrictions on the types of illness or injury that means you're **unable to work**. However, as we ask you for all your medical information when you apply, we might apply an exclusion based on your personal circumstances. If we do, you won't be covered for this. This will be shown as a **special provision** on your policy schedule.

- **If you change your occupation after your policy starts**

We don't need you to tell us if you change your occupation after your **policy** starts. We will always look at your **occupation** at the time you claim to see if you are **unable to work**.

- **If you are outside of the UK**

We'll cover your **payments** after your **waiting period**, if you have a valid claim and you are in any of the following places:

Australia, Austria, Belgium, Bulgaria, Canada, Channel Islands, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hong Kong, Hungary, Iceland, Ireland, Isle of Man, Italy, Japan, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, UK or USA.

If you're anywhere else in the world, we would only cover your **payments** for a maximum of 26 weeks. If, at the end of the 26 weeks you have returned to one of the places listed in this section we'll continue to cover the **payments** you would normally be making for your policy **plan** or policies if you still have a valid claim.

We'll stop your claim if you travel from one of the listed places to stay in one that is not listed for more than two weeks, even if this is just for a holiday.

A2- What isn't covered

- × **You're not covered:**

- **If you're not working for any reason other than illness or injury**

We won't approve a claim if you're not working for any reason other than illness or injury for example: unemployment, bereavement or a normal pregnancy.

- **If you're unable to work because of restricted access to work**

We won't approve a claim if you're not working because you have been restricted access to work due to government advice (for example as result of a lockdown, quarantine or periods of mandatory or precautionary isolation) or your own conduct or behaviour (for example periods of suspension, police custody or imprisonment).

- **For any special provisions listed on your policy schedule**

This means you're not covered for any illness or activity we've already said we can't insure you for before your **policy** started. We'll list these in the **special provisions** section of your policy schedule.

- **If you're still working**

We won't be able to pay a claim if you're too unwell to work in your main **occupation**, but you're still working in another job (this includes any form of paid or unpaid work, including a voluntary job). You must tell us as soon as you go back to work or you're able to do the duties of a **homemaker**, otherwise we may continue your claim unnecessarily and you'll have to repay us.

- **If the other policies in your plan end**

This **policy** will only be valid if you have active policies within your **plan**. If you cancel all your other policies, they all reach their **end date**, or they all end because you have stopped paying for them, then you won't be able to claim on your Waiver of Premium **policy**.

- **If you die**

This **policy** will stop if the person insured dies. If we are paying a claim at this time, then the claim will also end.

For fraud and deliberate misrepresentation

If someone deliberately withholds information, provides false information, or lies to us in their application, at any point during the lifetime of the **policy** or when making a claim, we'll cancel the **policy** and won't refund any of the money they've paid (the **premiums**). We will refuse to pay any claim made if we've had to cancel the **policy** for any of these reasons.



Section B – Returning to work, ending or restarting your claim

B1 – When you need to tell us about your illness or injury

If you have an illness or injury that you think is going to mean you're **unable to work** for longer than your chosen **waiting period**, it's best to get in touch with us straight away.

If you don't let us know about your situation within these deadlines and your claim is valid then we'll still approve it, but it will take longer to start:

- **If your waiting period is two months or less** - tell us within two weeks of becoming **unable to work**.
- **If your waiting period is three months or more** - tell us within eight weeks of becoming **unable to work**.

To make your claim...

Call: 0800 756 5869

Email: healthclaims@LV.com

Write to: Health Claims, Emperor House, Grenadier Road, Exeter Business Park, Exeter, EX1 3LH.

B2 – Evidence and information you may need to provide

When you tell us you're **unable to work** we'll need your consent if we need to ask your doctor for medical information to look at your claim. All claims are different so we can't tell you exactly what information we'll need until you make a claim.

Once your claim has started we will regularly review whether you're still **unable to work**. This means we may need you to complete and return further forms, provide additional information from your doctor (or other medical practitioner that's treated you) or employer, or have a home visit from us or someone who represents us. It's important you continue to provide the information we ask for us to regularly review whether you're still **unable to work**. If you don't we may stop paying your claim.

If your doctor charges a fee for routine medical reports then you will have to pay for this yourself, but don't worry – we'll always discuss it with you first and we will cover the cost of any additional reports or examinations we need.

We cannot start covering your **payments** until we have the information we've requested, so the sooner you can get it to us the better.

B3 – When your claim starts

Once we've approved your claim we'll start covering the **payments** for the policies in your **plan** that are due after your **waiting period** has ended. Your policy schedule will tell you how long your **waiting period** is.

It's really important that you continue to pay for all your policies right up until this time, otherwise you won't be covered.

If you go back to work (or no longer meet the definition of being **unable to work**) within your **waiting period** then you must tell us so that we can cancel your claim.

If you're a teacher, dentist, doctor or surgeon and your **plan** includes Income Protection or Budget Income Protection we might be able start your claim before the end of your **waiting period**. You can find out more about this in the appendix section of your Income Protection or Budget Income Protection policy conditions.

B4 – Getting ready to go back to work

When you're able to get back to your **occupation** (or return to your duties as a **homemaker**) your claim will end. Please let us know as soon as you think you'll be going back so that we can close your claim properly.

B5 – If you become unwell again after your claim has ended

If this is within six months, for the same reason and you're in the same occupation as when you originally claimed

If you've gone back to work and suffer the same illness or injury and are **unable to work** again within six months of your claim ending, then we can pick up where we left off, and you won't need to wait for your full **waiting period** again before we restart your claim. You should tell us within two weeks of it happening and we'll need to get confirmation from your doctor, otherwise it could cause a delay.

If this is within six months but for a new reason or you change jobs

If you're **unable to work** because of an illness or injury unrelated to your previous claim, or return to work in a different job, we'll treat it as a brand new claim, this means your full **waiting period** will apply.

If this is over six months

If you've been back at work for longer than six months and become too unwell to work (either for the same reason or with a different illness or injury) we'll treat this as a brand new claim so you'll need to be **unable to work** for your full **waiting period** before we can approve your claim.

B6 – When your claim will end

Your claim will continue until:

- You become well enough to be able to return to your previous **occupation** or resume being a **homemaker**
- Your **policy** reaches its **end date**
- All of the other policies included in your **plan** have ended
- You've died.

We will stop your claim if you stop following the advice from your doctor or refuse a request for reasonable treatment.

Section C – Managing your policy

C1 - Paying for your policy

It's your responsibility to make sure you pay for your **policy** on the date shown in your **policy** schedule (this is known as your premium due date) otherwise you won't be covered.

You must make your **payments** (your **premiums**) monthly, from a UK bank account by Direct Debit.

If we're assessing a claim you'll still need to pay your **premiums** if you don't then your **policy** will be cancelled – read section B3 for more information about this.

C2 – What happens if you stop paying for your policy

You'll have 60 days from the due date to make up any missed **payments** (your **premiums**). If we don't receive a **payment** we'll let you know, just in case something has gone wrong that you didn't know about. If we don't receive your **payment** within the 60 day period we'll cancel your **policy**, you'll no longer be covered and we won't refund the money you've already paid. If this happens we'll let you know your **policy** has ended.

C3 – Restarting your policy

If your **policy** stopped because we didn't receive your **premium** payments you can ask us to start it again within six months of the first missed **payment**. You'll just have to answer some health questions first then make up all the missed payments. If your health has changed since originally taking out the **policy** we might need you to take out a new policy, or accept different terms from those of your existing **policy**.

We might not be able to restart your **policy** at all if we're no longer providing this kind of cover, or your circumstances have changed since the **policy** started. If your **policy** ends because you didn't make your **payments** we are not required to agree to restart it.

We won't pay claims on policies if your **payments** (the **premiums**) haven't been kept up to date. You must make up any missed **payments** before we can consider a claim.

C4 – When the amount you pay can change

Waiver of Premium covers the **payments** for all the policies in your **plan**. So, if the amount you pay for your **plan** changes for any reason (for example, if you change your policies in your **plan**, or any of your other policies are inflation linked) then the amount you pay for this **policy** will change too.

If the amount you pay is going to change we'll let you know in advance.

If you choose to make a change to any of the policies in your **plan** using a guaranteed increase option while you're **unable to work** and are already claiming on this **policy** then we'll change the amount you pay to take this into account.

If you make a change to any of the policies in your **plan** for another reason while you're **unable to work** and are already claiming on this **policy**, we won't be able to change your Waiver of Premium and might not be able to cover the new payment amount for your **plan** in full. Our decision about whether or not we can change your Waiver of Premium will be based on your personal circumstances at the time, and we can't guarantee we'll approve the change.

We work out how much people pay (the **premium**) for their policies based on our current understanding of the way your **policy** is taxed and the factors that we're legally able to take into account.

This means we may have to change the amount you pay (the **premium**) after the **start date** of your **policy** for the following reasons:

- Changes to legislation that change the way it's taxed
- Changes to legislation that change the factors we can legally use
- A decision by a UK court or a change in law that changes the factors that we can take account of.

C5 – Proof of your age and name when claiming

We use the age of the person being insured to calculate how much to charge for your **policy**. So it's really important that you check that the date of birth shown in your policy schedule is correct, as it may mean we are unable to **waive** the **payments** for your **plan** if we don't have the right information.

If you make a claim we'll usually get these details from your medical information. In some cases we might need your original birth certificate or passport (not photocopies). If we didn't have the correct date of birth for the person being insured under this Waiver of Premium **policy**, we may make changes to the **premium** you pay for this **policy** based on the actual age of the person insured at the start of this **policy**. If the person being insured's name is different from the name on your policy schedule and birth certificate we'll need evidence of this change before we can pay a claim (for example, a change of name certificate).

C6 – What happens if you cancel your Waiver of Premium policy

You can cancel your **policy** at any time, although this will mean we won't cover the **payments** for the other policies within your **plan** if you become **unable to work**.

If you cancel your **policy** within 30 days of it starting we will refund any **premiums** you've paid.

If you cancel at any other time we won't refund the money you've already paid for it.

If you decide to do this, please let us know, so that we don't ask you to pay any more **premiums**.

C7 – Changes to your circumstances

Please let us know whenever your circumstances change so that we can keep your policy up to date. This will help avoid delays if you need to make a claim later on and help make sure that you're not paying for cover which you no longer need. It's also your responsibility to let us know if any of your contact details have changed, for example if you have moved house, or changed your contact details. This is so we are able to get in touch with you about your **policy**.

C8 – When we can cancel your policy

We'll only cancel your **policy** if:

- all of the other policies within your **plan** have ended or been cancelled
- you don't make any **payments** for more than 60 days (see section C1)
- you or anyone you're insuring acts fraudulently, provides untrue, inaccurate or misleading information when applying for your **policy**, making a claim, or when applying to change or restart your **policy**.

We'll also cancel your **policy** and pass details to crime prevention and law enforcement agencies if we identify your involvement or association with financial crime.

If we cancel your **policy** you won't be entitled to a refund of any of the money (the **premiums**) you've paid.

However, we understand that you might have provided the wrong information by mistake and if this happens we won't automatically cancel your **policy**. We might make changes to your **policy**, or the **premiums** you pay us for it, decline your claim, or cancel your **policy**, if having the incorrect information caused us to make a different decision about your **policy** than we would have made if we'd had the correct information. For example, if:

- We would have charged you a different amount for your **policy**.
- The **end date** of your **policy** would have changed.
- It would have caused us to decline or postpone your application, or to apply a **special provision** (an exclusion) to your **policy**.

After you applied for your **policy** we sent you a summary of the answers you gave before starting your **policy** – it's really important you checked this thoroughly and made sure everything was correct. If you didn't receive a summary of your answers, please get in touch with us straight away so that we can put things right.

C9 – When your policy ends

Your **policy** will stop on the **end date** shown in your policy schedule. After this you're no longer covered so your **payments** to us will stop, please remember that you won't get a refund of the money you've already paid.

If we are paying a claim, when your **policy** reaches its end date this will stop too.

Section D – Other information

D1 – Legal information

We'll always communicate in English and your Waiver of Premium **policy** and its terms and conditions are governed by the laws of England and Wales. This means that any legal disagreements will be settled exclusively by the courts of England and Wales.

D2 – How claim payments are taxed

Income tax and capital gains tax don't currently apply to claims paid from this **policy**. This information is based on our understanding of the current laws and HM Revenue & Customs practice, which can change at any time.

D3 – How to make a complaint

If you have a complaint about any part of the service you receive from us, it's important that we know about it, so we can help to put things right.

You can let us know by emailing lifecomplaints@LV.com or calling **0800 678 1906**, or you can write to us at: Box 2, Liverpool Victoria Financial Services Limited, County Gates, Bournemouth, BH1 2NF.

Your complaint will be dealt with promptly and fairly and in line with the Financial Conduct Authority's requirements. Please visit [LV.com/complaints](https://www.lv.com/complaints) if you'd like more information on how we handle complaints.

We hope that we will be able to resolve any complaint that you have, but if you're unhappy with the outcome of your complaint the Financial Ombudsman Service may be able to help you free of charge. You'll need to contact them within six months of receiving our final response letter. Visit their website [financial-ombudsman.org.uk](https://www.financial-ombudsman.org.uk) for information about the service and their contact details.

If you make a complaint it won't affect your right to take legal action.

D4 – How we use your information

We'll always protect your personal data, visit [LV.com/data-protection](https://www.lv.com/data-protection) to find out exactly how we use, share, store and dispose of the information we have about you.

If you have any other questions or would like our data protection details in print or an accessible format please email our data protection officer DPO@LV.com or write to: Data protection officer, Liverpool Victoria Financial Services Limited, Frizzell House, County Gates, Bournemouth, BH1 2NF.

D5 – Financial crime and terrorist financing

The personal information we have collected from you will be shared with crime prevention agencies who will use it to prevent financial crime and money-laundering and to verify your identity. If financial crime is detected, you could be refused certain services, finance or employment.

For details of how your information will be used by us and these fraud prevention agencies, and your data protection rights just write to us at: Financial Crime, Liverpool Victoria Financial Services Limited, County Gates, Bournemouth, BH1 2NF.

We use your information to make sure we comply with any financial sanctions that apply in the UK and overseas.

This includes:

- checking your information against sanctions lists
- sharing your information with HM Treasury and international regulators if required.

We will contact you if we need more information to comply with financial sanctions.

You can get this and other documents from us in Braille or large print by contacting us.

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