

# CONTRACT FOR THE PAYMENT OF CARE PROVIDER FEES



- The completed form should be sent to LV= Retirement Solutions, Keynes House, Tilehouse Street, Hitchin, Herts, SG5 2DX
- Please complete in BLOCK CAPITALS, tick boxes or delete as appropriate.
- HM Revenue & Customs requirements stipulate that all benefits payable under the Immediate Care Fees Plan (the 'Annuity Policy') must be paid directly to the annuitant's Care Provider. In order for payments to commence under the Annuity Policy, this contract for the payment of Care Provider fees (the 'Contract') must be completed by the annuitant's Care Provider and returned to LV=. The Contract shall take effect on the commencement date of the Annuity Policy.

### SECTION 1. CARE PROVIDER'S DETAILS

<b>Title</b>	<input type="text" value="Mr/Mrs/Miss/Ms/Company/Other"/>		
<b>Company name/forename(s) in full</b>	<input type="text"/>		
<b>Surname</b>	<input type="text"/>		
<b>Address</b>	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
			<input type="text" value="Postcode"/>
<b>Telephone number</b>	<input type="text"/>		
<b>Contact name</b>	<input type="text"/>		
<b>Care Provider identification number</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Bank/Building society name</b>	<input type="text"/>		
<b>Address</b>	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
			<input type="text" value="Postcode"/>
<b>Account name</b>	<input type="text"/>		
<b>Branch sort code</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Building society roll number (if applicable)</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Account number</b>	<input type="text"/>		

### SECTION 2. ANNUITANT'S DETAILS

<b>Title</b>	<input type="text" value="Mr/Mrs/Miss/Ms/Other"/>		
<b>Forename(s) in full</b>	<input type="text"/>		
<b>Surname</b>	<input type="text"/>		
<b>Date of birth</b>	<input type="text" value="/"/>	<input type="text" value="/"/>	<input type="text"/>
<b>Current fees payable per month</b>	<input type="text" value="£"/>		
<b>Date entered care</b>	<input type="text" value="/"/>	<input type="text" value="/"/>	<input type="text"/>

## SECTION 3. DATA PROTECTION AND PAYMENT CONDITIONS



### Data protection

Your information will be held by the Liverpool Victoria group of companies and added to our customer databases. It may be used to keep your records up to date, for business analysis and market research purposes. We will not include you in direct marketing campaigns in relation to LV= business conducted through a financial intermediary. We may pass your details to other carefully selected organisations but only for the purposes mentioned above.

LV= may use information provided in relation to this application to make searches about me at credit reference agencies which supply you with information, including information from the Electoral Roll, for the purposes of verifying my identity. The agencies will record details of the search whether or not this application proceeds. I understand that you may use scoring methods for the sole purpose of verifying my identity and that you reserve the right to request documentary evidence if required.

LV= may use information provided in relation to this application to process my application and for the ongoing management of my account. Information may be held on computer, paper file or other appropriate medium for as long as the application is being considered, for as long as the policy remains in force and for an appropriate period thereafter.

I agree that any information, including sensitive personal data, such as health and medical information may be used for the purposes of processing my application and for the ongoing administration of my policy and may be used by the Liverpool Victoria group of companies and any other relevant third party holding my information. This includes underwriting, processing and preventing fraud and could include passing details to pension scheme providers, reinsurers and agents, my general practitioner, medical practitioner acting for LV=, Financial Advisers, regulators, other insurers, scheme providers and sub contractors. If I give any information about any other individual I will make sure that they agree to their information being used as described above.

Subject to payment of a fee, you can ask for a copy of the personal information we hold about you by writing to LV= Retirement Solutions, Keynes House, Tilehouse Street, Hitchin, Herts, SG5 2DX  
For details of the Liverpool Victoria group of companies please refer to [www.LV.com](http://www.LV.com)

### Payment conditions

Pursuant to the Annuity Policy, Liverpool Victoria Friendly Society Limited (LV=) has agreed to pay the Care Provider for the provision of care services to the annuitant up to the maximum benefit payable under the Annuity Policy.

In order for payments to commence, the Care Provider agrees to the following conditions:

- 3.1 The Care Provider warrants for the term of the Contract that it is regulated by and registered with the National Care Standards Commission (or its replacement or successor or other appropriate body) under the Care Standards Act 2000 or the Registered Homes Act 1994 (as amended) or other appropriate legislation.
- 3.2 The Care Provider undertakes to advise LV= immediately of any change in circumstances which result in the annuitant no longer being in constant receipt of chargeable care from the Care Provider (e.g. death of the annuitant, transfer of the annuitant to hospital or out of the care of the Care Provider).
- 3.3 The Care Provider shall not be entitled to recover sums in excess of the maximum benefit payable under the Annuity Policy from LV= which it incurs during the provision of care services to the annuitant.
- 3.4 The Care Provider shall refund to LV= any over-payment amounts (however occurring) by cheque within seven days of the over-payment being discovered.
- 3.5 The Contract will continue until the first occurrence of any of the following events:
  - (a) the annuitant dies; or
  - (b) the Annuity Policy is cancelled or terminated; or
  - (c) the annuitant transfers to another Care Provider; or
  - (d) the annuitant leaves the care of the Care Provider and in LV= reasonable opinion it is unlikely that the annuitant will return to the care of the Care Provider within six months; or
  - (e) the Care Provider has not provided care services to the annuitant for a period of six months; or
  - (f) the Care Provider becomes insolvent; or
  - (g) the Care Provider commits a breach of the Contract and fails to remedy such breach within 30 days of being required to do so by written notice given by LV=.

- 3.6 No alteration to the terms of the Contract will be valid unless it is made in writing and takes the form of an addition to the Contract which is signed on behalf of LV=.
- 3.7 Neither party to the Contract shall provide details of the Contract to any third party except with the written consent of the other, such consent not to be unreasonably withheld.
- 3.8 Nothing in the Contract and no action taken by the parties pursuant to the Contract shall constitute, or be deemed to constitute, the parties as being a partnership, association, joint venture or other co-operative entity.
- 3.9 Any notice or other information which is provided by either party to the Contract will be sent by first class post or facsimile to the appropriate address of the other party, as shown in the Contract, or as otherwise agreed. All notices and information will be deemed to arrive on the next working day after despatch.
- 3.10 English law will apply to the Contract and the parties to the Contract submit to the jurisdiction of the English courts.

**Signed for and on behalf of  
the Care Provider**

**Name of authorised signatory**

**Position of authorised signatory**

**Date**

