

# Business menu plan **waiver of premium (Sickness)**

Plan details - April 2024

We give this booklet of terms and conditions to everyone who buys waiver of premium (sickness) under the business menu plan. It tells you how your cover works and explains how to make a claim, keep your premiums up-to-date and how to make changes to your cover.

These terms and conditions are part of the contract between you, the plan owner, and **Royal London**. Please keep them in a safe place, as you may need them in the future.

The contract between you and **Royal London** consists of your **application** to us, these terms and conditions, your cover summary (which will detail each cover that you buy from us) and any **endorsements** to these terms and conditions that we give you. Where there's a conflict between these terms and conditions and your cover summary, the terms set out in your cover summary will apply.

## Cancelling your plan

If, after taking out the plan, you feel it isn't suitable, you may cancel it by writing to us at the address shown on page 4. If you do this within 30 days of receiving your cover summary and plan details, we'll return any premiums you've paid. If you cancel after the first 30 days, we won't refund any of your premiums. For information on cancelling your cover, see page 13.

We're happy to provide your documents in a different format, such as Braille, large print or audio, just ask us when you get in touch.

### Before you start, please note:

Any words in **bold** are defined in section 4 of this booklet.

### Before you start, please note:

Any use of the words 'we', 'our' or 'us' refers to **Royal London**. Any use of the words 'you' or 'your' refers to the plan owner or their legal successors except where a different meaning is given in these terms and conditions.

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## Section 4

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# Telling us about changes

## Changes before your cover starts

You must tell us if there's a change to anything in your **application** in the time after you've applied for your cover, but before the **date we assume risk**. These changes could be affecting you or the **person covered**. For example, a change to health, **occupation** or leisure activities of the **person covered** or a change to your or the **person covered's** country of residence. If you don't let us know about any changes we might not pay out if you make a claim. Or, we might change the terms of your cover or cancel it.

We'll give you a copy of your **application** and any other information we've been given, if you ask us. It will help if you have your plan number to hand when you contact us.

## Changes at any time

At any time, please remember to tell us if any of the following change:

- you stop being resident in **the UK**, Jersey, Guernsey or the Isle of Man
- your name, or the name of the **person covered**
- your address
- your bank account.

You can contact us in the following ways:

-  0345 6094 500
-  [protectionhelp@royallondon.com](mailto:protectionhelp@royallondon.com)
-  0345 6094 522
-  **Royal London**, 22 Haymarket Yards, Edinburgh, EH12 5BH
-  [royallondon.com](http://royallondon.com)

If you phone us, we might record or monitor your call so we have an accurate record of anything you tell us.

# 1. How your cover works

Waiver of Premium (Sickness) is designed to pay the premiums for all covers under the plan that your Waiver of Premium (Sickness) cover is under if, during the **term of the cover** the **person covered** can't **work**, or carry out a number of living tasks, because of an illness or injury and they meet the requirements of our definition of **incapacitated** or they are diagnosed with a **terminal illness** that meets our definition. You'll find our definition of **incapacitated** and **terminal illness** on pages 23 and 27 respectively.

## How to make a claim

If you or your representatives want to make a claim, please call us on **0345 6094 500**.

Please contact us as soon as possible, so we can help you as quickly as we can. It will help us if you have your plan number to hand when you contact us. Before you call, please read through the information below.

If the **person covered** is living or working outside **the UK** and you want to make a claim, we might need the **person covered** to return to one of the countries listed opposite.

- **The UK**
- 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
- The Netherlands
- New Zealand
- Norway
- Poland
- Portugal
- Slovakia
- Slovenia
- South Africa
- Spain
- Sweden
- Switzerland
- USA

## What happens when you make a claim

We'll send you a claim form – please fill it in and send it back to us. Depending on what your claim is for, we'll also ask for other information. For example:

- a birth, marriage or death certificate
- medical information, or medical records
- proof of change of name.

We'll pay what we consider to be the reasonable cost of all medical reports or evidence we ask for.

## When we will and won't pay a claim

To confirm that the **person covered** meets the requirements of our definition of **incapacitated**, we might:

- ask the **person covered** to be examined by a doctor or health specialist we choose, or
- ask for any other evidence we may reasonably require, for example a report from a GP or treating consultant.

We'll pay a claim if:

- Waiver of Premium (Sickness) is shown on your cover summary,
- during the **term of the cover** the **person covered** meets the requirements of our definition of **incapacitated** for a continuous period longer than the **deferred period** shown on your cover summary, or
- during the **term of the cover** the **person covered** meets the requirement of our definition of **terminal illness**, and

- the information you send us is correct and complete, and your claim is valid according to these terms and conditions.

You'll find our definitions of **incapacitated**, **terminal illness** and their relevant requirements on pages 23 and 27 respectively.

We'll continue paying until:

- the **person covered** no longer meets the requirements of our definition of **incapacitated**,
- the **person covered** goes back to **work**,
- the **term of the cover** reaches an end, or
- the **person covered** dies.

We won't pay a claim if:

- it's the result of an **exclusion** shown on your cover summary,
- it's the result of **intentional self-inflicted injury**,
- the **person covered** doesn't meet the requirements of our definition of **incapacitated** or **terminal illness**, or

- If the additional features section of your cover summary shows the **Underwrite Later** option applies to this cover and after completing the assessment of your **application** we wouldn't have offered you cover. See page 10 for full details of the **Underwrite Later** option.

We might also not pay or may stop paying your claim if:

- you or the **person covered** didn't answer the questions on your **application** fully, honestly and to the best of your or their knowledge and ability,
- you didn't tell us about a change in circumstances between when you originally submitted your **application** and the **date we assumed risk**. This includes information about the health, **occupation** or leisure activities of the **person covered**, or your or the **person covered's** country of residence, or
- you don't send us everything we ask for, or if the information you do provide is incorrect or incomplete.

## Connected claims

A connected claim happens if:

- we start to pay a claim, but stop paying because the **person covered** no longer meets the requirements of our definition of **incapacitated**, but
  - within the next 52 weeks of us stopping making payments, the **person covered** meets the requirements of our definition of **incapacitated** once again,
- so you want to make a further claim.

We'll treat your further claim as connected as long as:

- the **person covered** didn't go back to **work** again against their doctor's advice,
- the **person covered** meets the requirements of our definition of **incapacitated** from the same cause as the original claim, and
- the **person covered** is in the same **occupation** when the further claim starts.

A connected claim doesn't have a **deferred period**, so we'll start to pay the claim again straightaway.

## How much we'll pay

We'll pay the premiums for the plan your cover is under for you. You won't actually receive any payments from us, but we won't collect your premiums for the plan that your Waiver of Premium (Sickness) is under. If there's more than one **person covered** for Waiver of Premium (Sickness) on the plan your cover is under and both meet the requirements of our definition of **incapacitated** or **terminal illness** at the same time, we'll only pay the plan premiums once.

## Your premiums

It's really important that you keep up to date with paying your premiums.

## When your premiums are due

Your first premium is due on the date your cover starts. We'll collect it on this date or shortly after, by direct debit. Your last premium is due on the date shown on your cover summary. We'll tell you before we collect the first premium.

## If you're paying your premiums monthly

You must pay a premium every month from the date your first premium is due to your last. Your premiums are usually due on the same day of the month that your plan started. If you'd rather we collected your premiums on a different day of the month, please ask us.

## If you're paying your premiums yearly

You must pay a premium every year from the date your first premium is due to your last. Your premiums are usually due on the same day of the year that your plan started. If you'd rather we collected your premiums on a different day in the same month, please ask us.

## What happens if you don't pay a premium

If you don't pay your first premium, your plan won't start – so you won't be covered.

If any other premium is five weeks overdue, we'll cancel the plan your cover is under – so you won't be covered at all any more. We'll write to you to tell you that we've cancelled your plan.

## What to do if we cancel your plan

If we cancel your plan because you didn't pay a premium, you can ask us to restart it. We'll need you to tell us if there has been a change to the health, **occupation** or leisure activities of the **person covered** since your plan start date, so there may be times when we can't restart your plan. If this happens, we'll explain our decision to you.

## When and how your premiums could change

Your premium for Waiver of Premium (Sickness) will only change if the premium for any other cover you have under the plan your Waiver of Premium (Sickness) is under, changes. This could happen if:

- the amount of the other cover changes because it is an increasing cover or you make a change to that other cover,
- the premium for the other cover is reviewable and we change the premium for the other cover, or
- we pay a claim for the other cover or the other cover is cancelled or comes to an end as a result.

We'll write to tell you how much the change to your premium for Waiver of Premium (Sickness) will be before it takes place and at the same time we tell you about the change to the premium for the other cover. Unless we hear from you, we'll start collecting the changed premium from the date we tell you

## If the Underwrite Later option applies to this cover

If the additional features section of your cover summary shows the **Underwrite Later** option applies to this cover, and after completion of the assessment of your **application** our decision on the terms of your cover is different to the decision we made when your cover started, your premium may change. See page **10** for full details of the **Underwrite Later** option.

For more information on how and when the premium for any other cover you have on the same plan could change, please see the relevant plan details booklet for that cover.

## Underwrite later

If the additional features section of your cover summary shows the **Underwrite Later** option applies to this cover, we have started your plan before receiving all of the medical evidence or further information we need to make a final decision. We'll request any medical evidence or further information we need and underwriting may last for up to the first six months of the **term of the cover**. Once we have received all medical evidence or further information we need, we'll fully assess your **application** and send you final confirmation of the terms of your cover.

Until you have received final confirmation of the terms of your cover, you won't be able to make any changes to your cover.

If, upon full assessment of your **application**, our decision is different to the one we originally made, we may change the terms of your cover. If this happens, it could result in:

- an increase or decrease in your premiums,
- the addition or removal of one or more **exclusions** to your cover, or
- the cancellation of your cover

We'll make any change to the terms of your cover from the date your cover started. This means that if we increase your premiums, you must pay the difference between the premium you have been paying and the premium you should have paid. If we decrease your premiums, we'll refund the excess premiums to you. If we decide we can't offer you cover, or we have to defer making a decision on your plan, your cover will end immediately and we'll refund all premiums paid to us.

If you're unhappy with any changes to the terms of your cover, you have the right to change your mind and cancel your cover. If you cancel within 30 days of receiving your new cover summary, we'll refund any premiums paid to us since the date we changed the terms of your cover. If you cancel after 30 days from the date you receive your new cover summary, your cover will end and you won't get anything back.

If we haven't been able to complete our assessment of your **application** within six months of the date your plan started, we'll cancel your plan and we won't refund any premiums you've paid.

If the **person covered** meets our definition of **incapacitated** within the first six months of the date your plan started and we haven't received the medical evidence or further information we've requested in connection with your **application**, we'll continue to request evidence or information we are able to obtain until we've received everything we need to assess your **application**. If we can't obtain all the medical evidence or further information we originally asked for, we'll assess your **application** using the information we are able to obtain. This means we may request alternative evidence and re-assess medical evidence or further information received before the claim but we haven't yet acted upon.

When we've fully assessed your **application**, if we don't change our initial decision, we'll assess your claim based on the terms we offered you when your plan started. If we do change our initial decision, we'll amend the terms of your cover and assess your claim based on those new terms. This means that if we would have applied an **exclusion** to your cover, we will assess whether your claim would be excluded and may not pay your claim. If we wouldn't have offered you cover, we'll cancel your cover from the date your cover started and we won't pay your claim. If this happens, we'll refund any premiums you've paid.

## 2. Changing your cover

### Lifestyle review

If we accepted your cover on **non-standard terms** or charged rates based on your smoker status, or you've changed your lifestyle in a way that you think reduces the likelihood of a claim, you can ask us to review the terms for that cover.

For example, perhaps:

- the **person covered** had an **exclusion** for a hazardous hobby that they no longer do
- the **person covered** has lost weight and kept it off
- the **person covered** stopped smoking.

We may need to ask for medical information about the **person covered** or see proof of the change before we make any changes to the terms of your cover.

If we can, we'll change the terms of your cover to reflect the change in lifestyle of the **person covered**. This may mean we could reduce your premium or remove an **exclusion**. If we can't change the terms of your cover, we'll explain why.

During a lifestyle review we can also apply an **exclusion** as well as removing one. For example, we might be asked to remove a rating for BMI as the **person covered** has lost weight, but since they took out the plan, they've taken up diving. We could therefore remove the BMI rating, but we would apply a diving **exclusion**. You'll always have the option not to take the lifestyle review and continue with your plan as it is.

If we do review your terms, cover that wasn't originally on **standard terms** cannot be changed to include Cover Increase Options.

## 3. General terms and conditions

### Source of covers

This cover is issued out of our Ordinary Long-Term Business Fund but is not eligible to participate in the profits of that fund or any other funds.

### Membership of Royal London

Neither your cover nor the plan that it is under, entitles you to membership of **Royal London** or participation in profit share.

### Cancelling your cover

When your cover starts you have the right to change your mind and cancel your cover. If you do so within 30 days of receiving your cover summary and plan details, we'll refund any premiums you've paid to us. If you cancel after 30 days, your cover will end and you won't get anything back.

If the additional features section of your cover summary shows the **Underwrite Later** option applies to this cover and we change the terms of your cover, you will again have the right to change your mind and cancel your cover within 30 days of receiving your revised cover summary. If you choose to do so, we will cancel your plan from the date your cover changed. Please see page 10 for full details.

You can cancel your cover or the plan that it is under by contacting us. Our address is on page 4 of this booklet. You may also want to contact your bank to cancel your direct debit instruction. You should only do this if you intend to cancel all of the covers under your plan. If you intend to only cancel some of your covers, we'll automatically reduce the amount we collect once those covers have been cancelled.

If the plan that your cover is under is jointly owned, both owners must give us notice. If you've put your plan under trust, or if you've assigned your legal rights under your plan to someone else, the trustees or assignee must give us written notice that they wish to cancel.

If you cancel your cover, or the plan that your cover is under, after 30 days, your cover will end on the day your next premium would be due. You'll still be covered until that date. So, if you've asked us to collect your premium on a different date to the one on which it's due, we'll still collect that premium from you.

Because you are cancelling after the 30 day cancellation period, we won't refund any premiums you've paid to us for the cover you're cancelling.

If you cancel, we'll tell you the date on which your cover will end, and whether you need to pay a final premium. If you don't pay your final premium:

- we'll cancel your cover from the date your final premium was due,
- you won't be covered from that date, and
- we won't pay any claim under your plan.

### **for EXAMPLE**

#### **IF**

- your cover started on 1 February,
- you ask us to collect your premium on the 15th day of each month, and
- on 10 April you ask us to cancel your cover,

#### **THEN**

- we'll collect your premium due on 1 April because this became payable before you asked us to cancel your cover,
- we'll collect this on 15 April because you've asked us to collect your premium on that day, and
- we'll cancel your cover on 1 May because this is the first day on which your next premium would be due.

## **Cash-in value**

Your cover, and the plan that it is under, have no cash-in value at any time. This means that if you cancel your cover or the plan that it is under, after the 30 day cancellation period, you won't get anything back.

## **Exercise of discretion**

We'll act reasonably and in good faith when exercising our discretion to make decisions that relate to your cover.

## **How we use your personal information**

As a customer of **Royal London** we use your information in a number of ways. This is a notice which we are required to give you under the data protection laws. It tells you how **Royal London** will use your personal information.

In this notice we've included the uses that we feel would be most important to you. There's further information in our **full privacy notice on our website**.

## **How do you use my information?**

We use your information, which may be provided by you, through your adviser or from your medical professional, in order

to set up and service your plan and meet our legal obligations, such as when:

- Setting up and administering your plan.
- Completing any requests or managing any queries or claims you make.
- Verifying your identity and preventing fraud. This is usually where we have a legal obligation.
- Fulfilling any other legal or regulatory obligations.

We also use your information for activities other than plan administration or to comply with legal obligations.

Where we do this we need to have a 'legitimate interest'. Activities are assessed and your rights and freedoms are taken into account to ensure that nothing we do is too intrusive or beyond your reasonable expectations. We use legitimate interests for:

- Researching our customers' opinions and exploring new ways to meet their needs – we use personal information to help us understand that our products, services and propositions suit our customers' needs and meet their expectations, as well as improving your customer experience.

- Assessing and developing our products, systems, prices and brand – we generally combine your information with other customers' in order to check if our products are priced fairly, are suitable for our customers and to check if our communications are easy to understand.
- Sending you marketing information – we don't currently send you marketing information about our products. However, we're looking to start communicating with you more frequently about your plan and also finances in general.
- Monitoring the use of our websites. You can see our cookies policy at [royallondon.com/cookies](http://royallondon.com/cookies).

If we lose touch we'll use a trusted 3rd party to find you and reunite you with your plan, if we can.

We may also monitor and record phone calls for training and quality purposes. This means we have an accurate record of what you tell us to do.

If you want further information about our use of your information for our legitimate interests, you can contact us using the details below. You also have the right to object to any processing done under legitimate interests, which means we may stop using your information in some circumstances.

## Who sees and uses my personal information?

Employees of **Royal London** who need to see or **work** on your plan are given access to your personal information in order to support you. For example, our call centre staff will access your plan details if you call us.

In addition to our own staff we share your information with other companies so that we can administer your plan and provide our services to you. We only use trusted 3rd parties, such as:

- Service providers, for example Blue Circle Life, who provide our diabetes portal and automated underwriting.
- ID authentication and fraud prevention agencies.
- Your authorised financial adviser(s).
- Auditors.
- Reassurers.
- Medical agencies.
- Legal advisers and legal/regulatory bodies.
- Other insurance providers.
- External market research agencies.
- Data Brokers, for example Experian, in order for us to best understand the products that would be most suited to you.

We make sure the use of your information is subject to appropriate protection and we will never sell your information.

## Overseas transfers

If you apply for or hold Diabetes Life Cover with us, your personal data is stored in **the UK** but can be viewed by our service provider in South Africa. We take specific steps to ensure that your data is treated securely and has the appropriate legal safeguards. If you wish to find out more there's further information in our full notice on our website.

## What are my rights?

- **Access** – You have the right to find out what personal information we hold about you.
- **Rectification** – If any of your details are incorrect or incomplete, you can ask us to correct them for you.

- **Erasure** – You can also ask us to delete your personal information in some circumstances.
- **Object** – If you have concerns about how we're using your information, you have the right to object in some circumstances.
- **Direct marketing** – You have a specific right to object to direct marketing, which we'll always act upon.
- **Restriction** – You have the right to ask us to restrict the processing of your personal information in some circumstances.
- **Data Portability** – In some circumstances, you can ask us to send an electronic copy of the personal information you have provided to us, either to you or to another organisation.

We also make automated underwriting decisions about you when you request a quote or make an **application**. We use the information you provide as part of the **application** to decide what price to offer you. You have a right to ask for a person to reassess any automated underwriting decisions we make. More information can be found at **royallondon.com/protectionprivacy**.

If you wish to exercise any of these rights please contact us in writing using the contact details below.

## How can I find out more?

Our full privacy notice contains more detail on how we use your information, how long we keep your information for our 'lawful basis' and your rights under data protection laws.

You'll find the full notice at **royallondon.com/privacynotice** or you can call **0800 085 8352** for a recorded version or if you want this in another format.

## How to contact our Data Protection Officer (DPO):



GDPR@royallondon.com



Royal London,  
Royal London House,  
Alderley Park, Congleton  
Road, Nether Alderley,  
Macclesfield, SK10 4EL

## When we may change the terms and conditions applying to your cover or cancel your cover

We may make changes to the terms and conditions applying to your cover (including your premiums) in the circumstances set out in the paragraphs numbered 1 to 4 on pages 18 and 19.

We can separately make changes to how we use your personal information, details of which is set out on pages 14-15.

We may update this notice from time to time and we'll alert you to the important updates. It's not meant to be a legal contract between you and **Royal London** and this doesn't affect your rights under data protection laws

We will, where appropriate, take account of actuarial advice when we make any changes.

We may cancel your cover in the circumstances set out in paragraph 1.

We'll normally give you 90 days' written notice of a change. This may not be possible for changes which are outside our control. We'll give you as much notice as we can in such circumstances.

1. We may make changes to the terms and conditions applying to your cover (including your premiums) or cancel your cover if:

- you don't tell us about changes to any of the answers you or the **person covered** gave in the **application**, or to information provided in relation to your **application**, between the date it was completed and the **date we assume risk** on your cover,
- the **person covered** doesn't provide their consent for us to ask for medical information within six months of the start of your cover from any doctor they have consulted about their physical or mental health to check the accuracy of any statement made in, or in connection with, your **application**,
- any question answered or any statement made in, or in connection with, your **application** is inaccurate or misleading and this affects our decision on the cover we're willing to provide,
- you make a claim and we find that you or the **person covered** haven't told us something that affects your cover,
- you don't keep your premiums up-to-date, or

- the additional features section of your cover summary shows the **Underwrite Later** option applies to this cover and:
  - we haven't been able to complete our assessment of your **application** within six months of the date your plan started, or
  - we change our initial decision after fully assessing your **application** under the **Underwrite Later** option. Please see page 10 for full details of the **Underwrite Later** option.

**2.** We may make changes to the terms and conditions applying to your cover (including your premiums) that we reasonably consider are proportionate in the circumstances if, because of a change in legislation, regulation or established practice in relation to such legislation or regulations, or any relevant change or circumstance beyond our control:

- it becomes impracticable or impossible to give full effect to the terms and conditions applying to your cover,
- failing to make the change could, in our reasonable opinion, result in **Royal London's** policyholders not being treated fairly, or
- the way that we're taxed or the way that the plan that your cover is under is taxed is changed.

**3.** We may make changes to the terms and conditions applying to your cover (including your premiums) that we reasonably consider won't adversely affect you. These may include, for example, changes needed to reflect new services or features that we wish to make available to you.

**4.** We may make changes to the terms and conditions applying to your cover (including your premiums) if we become aware of any error or omission in this plan details booklet. We'll only make such changes to bring the plan details booklet into line with your cover summary or the key facts document relevant to your cover.

## Contract

The Business Menu Plan is a contract between you and **Royal London** based on your **application** to us. These terms and conditions are part of the contract between you and us and should be kept in a safe place. The contract consists of your **application**, these terms and conditions, your cover summary for each cover you buy and any **endorsements** to these terms and conditions that we give you. Where there's a conflict between the terms and conditions and your cover summary, the terms set out in your cover summary will apply.

## Mis-statement of age

If when you took out your cover we were told the **person covered** is older than they really are, we'll reduce your premiums to the amount that you would have been charged if we'd been told their correct age, and refund any overpayment you've made. If when you took out your cover we were told the **person covered** is younger than they really are, we'll reduce the amount of cover to the amount that would have been available if we'd been told their correct age. This means that, on a claim, we'll pay an amount which is lower than the amount shown on your cover summary.

## Complaints

We hope that you'll never have reason to complain, but if you do, you can contact us:



0345 6094 500



protectionhelp@royallondon.com



0345 6094 522



Royal London, 22 Haymarket  
Yards, Edinburgh, EH12 5BH

We'll always try to resolve complaints as quickly as possible. If we're unable to deal with a complaint within three

working days of receiving it, we'll send you a letter to acknowledge your complaint and give you regular updates until your complaint is resolved.

We can give you more information about our complaint handling procedures on request.

We're committed to resolving complaints whenever possible through our complaints procedures. If we can't resolve a matter satisfactorily, you may be able to refer your complaint to the Financial Ombudsman Service.

If you make a complaint we'll send you a leaflet explaining the Financial Ombudsman Service. The leaflet is also available on request or you can contact the Ombudsman direct:

### Financial Ombudsman Service



Exchange Tower,  
Harbour Exchange Square,  
London, E14 9SR



0800 0234 567

(calls to this number are now free on mobile phones and landlines)



0300 1239 123

(calls to this number cost no more than calls to 01 and 02 numbers)



complaint.info@  
financial-ombudsman.org.uk



financial-ombudsman.org.uk

The Financial Ombudsman Service has been set up by law to help settle individual disputes between consumers and financial firms. They can decide if we've acted wrongly and if you've lost out as a result. If this is the case they'll tell us how to put things right and whether this involves compensation. Their service is independent, free of charge and we'll always abide by their decision. If you make a complaint, it won't affect your legal rights.

## If we can't meet our liabilities

Your plan is covered by the Financial Services Compensation Scheme. You may be entitled to compensation if we're unable to pay claims due to, for example, insolvency. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme [www.fscs.org.uk](http://www.fscs.org.uk).

## Law

The law of England and Wales applies to your cover and the plan that it is under.

## Notices of assignment

If you assign any of your legal rights relating to the plan that your cover is under to someone else, we must see notice of the assignment. Please send the notice to:



Royal London, 22 Haymarket  
Yards, Edinburgh, EH12 5BH

An assignment could take place when you're using the plan as security for a loan or have put the plan your cover is under in trust.

## Rights of third parties

No term of your contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to your contract but this doesn't affect any right or remedy of a third party which may exist or be available otherwise than under that act.

## 4. Definitions of the words we use

This section explains all of the words in **bold** found within this booklet.

### Application

This is the application to **Royal London** completed either on paper, online or over the phone containing the information and the answers to the questions that we have used to set up your cover and includes any related information provided to us (or to the medical examiner for **Royal London** or a third party acting on behalf of **Royal London**). Any data capture form used by your financial adviser in order to then complete your online application doesn't form part of your application.

### Appropriate medical specialist

For the purposes of this cover is a consultant **employed** at a hospital within the geographical limits listed below who is a specialist in an area of medicine appropriate to the cause of the claim.

- The UK
- 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
- The Netherlands
- New Zealand
- Norway
- Poland
- Portugal
- Slovakia
- Slovenia
- South Africa
- Spain
- Sweden
- Switzerland
- USA

### Date we assume risk

The date we assume risk is the later of:

- the date you or anyone acting on your behalf contacts us to ask us to start your cover, or the plan that your cover is under, or
- the date cover starts as shown on your cover summary.

## Deferred period

The period of time between when the **person covered** first meets the requirements of our definition of **incapacitated** and when you will receive your first payment from us. The deferred period is shown in the additional features section of your cover summary. Unless you have a connected claim (see page 7) or the **person covered** is diagnosed with a **terminal illness**, we won't pay a claim until the end of the deferred period.

## Employed

The **person covered** working for remuneration under a contract of employment and, if in **the UK**, paying class 1 National Insurance contributions.

## Endorsements

Means those documents used to add additional information to your cover to amend existing wording which become part of the terms and conditions of your cover. We'll send an endorsement to you only if we've the ability to make certain types of changes to your cover.

## Exclusion

Means a reason shown on your cover summary when we won't pay a claim.

## Full-time

Means the **person covered** is in a full-time (more than 16 hours each week) paid **occupation**.

## Incapacitated

We'll pay if the **person covered** meets the requirements of our definition of incapacitated.

For the purpose of the requirements, own **occupation** means the trade, profession or type of **work** that the **person covered** does for profit or pay. It isn't a specific job with any particular employer and is irrespective of location and availability.

### 1. Own Occupation

Loss of the physical or mental ability, before age 70, through an illness or injury to the extent that the **person covered** is unable to do the material and substantial duties of their own **occupation**. The material and substantial duties are those that are normally required for, and/or form a significant and integral part of, the performance of their own **occupation** that can't reasonably be omitted or modified.

If, immediately before the start of the period of **incapacity**, the **person covered** isn't in a **full-time** paid **occupation**, we'll assess the claim based on meeting the serious illness requirements.

## 2. Serious Illness

If, before age 70, the **person covered** meets any of the following definitions, we'll pay the claim if they're unable to **work** in their own **occupation** in any capacity.

- **Blindness** – **permanent** and irreversible loss of sight to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in the better eye using a Snellen eye chart.
- **Cancer** – undergoing chemotherapy or radiotherapy in hospital or having received one of those treatments in hospital within the last 3 months.
- **Complete dependency** – being totally incapable of caring for oneself, requiring 24 hour medical supervision in a hospital or nursing home.
- **Deafness** – **permanent** and irreversible loss of hearing to the extent that the loss is greater than 95 decibels across all frequencies in the better ear using a pure tone audiogram.

- **Dialysis** – undergoing dialysis in hospital or having received the treatment in hospital within the last 3 months.
- **Organic brain disease** – an organic brain disease or brain injury which:
  - affects the ability to reason and understand; and
  - the condition has deteriorated to the extent that continual supervision and the assistance of another person is required.

If, immediately before the start of the period of **incapacity**, the **person covered** isn't in a **full-time** paid **occupation** and doesn't meet any of the serious illness requirements, we'll assess the claim based on meeting the everyday tasks requirements.

## 3. Everyday Tasks

If, before age 70, the **person covered** is unable to do 3 of the following 9 tasks, we'll pay the claim whilst they're unable to **work** in their own **occupation** in any capacity.

Loss of the physical ability through an illness or injury to do at least 3 of the 9 everyday tasks listed below.

The **person covered** must need the help or supervision of another person and be unable to perform the task on their own, even with the use of special equipment routinely available to help and having taken any appropriate prescribed medication.

The everyday tasks are:

- **Sitting** – sit in a chair for at least 30 minutes without unreasonable discomfort.
- **Standing** – stand and perform light tasks such as making a cup of tea, using one hand for support, for a period of at least 5 minutes.
- **Walking** – the ability to walk more than 200 metres on a level surface.
- **Climbing** – the ability to climb up a flight of 12 stairs and down again, using the handrail if needed.
- **Lifting** – the ability to pick up an object weighing 2kg at table height and hold for 60 seconds before replacing the object on the table.
- **Bending** – the ability to bend or kneel to touch the floor and straighten up again.
- **Getting in and out of a car** – the ability to get into a standard saloon car, and out again.

- **Maintaining an ordinary UK driving licence** – reasonable medical opinion prevents the **person covered** obtaining an **ordinary UK driving licence**.

- **Writing** – the manual dexterity to write legibly using a pen or pencil, or type using a desk top personal computer keyboard.

If the **person covered** is aged 70 or older, we'll assess the claim based on meeting the living tasks requirements.

#### 4. Living Tasks

If the **person covered** is unable to do 3 of the following 6 living tasks we'll pay the claim.

Any illness or injury which prevents the **person covered** from doing at least 3 out of the 6 living tasks either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons.

The six living tasks are:

- **Washing** – the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.

- **Getting dressed and undressed** – the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
- **Feeding yourself** – the ability to feed yourself when food has been prepared and made available.
- **Maintaining personal hygiene** – the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
- **Getting between rooms** – the ability to get from room to room on a level floor.
- **Getting in and out of bed** – the ability to get out of bed into an upright chair or wheelchair and back again.

## Intentional self-inflicted injury

Means any injury the **person covered** has suffered that is in our reasonable opinion the result of a deliberate act by the **person covered**.

## Occupation

Means a trade, profession or type of **work** undertaken for profit or pay. It's not a specific job with any particular employer and is independent of location and availability.

## Ordinary UK driving licence

Means a group 1 licence as defined in The Motor Vehicles (Driving Licences) Regulations 1999 as amended by The Motor Vehicles (Driving Licences) (Amendment) Regulations 2012, The Motor Vehicles (Driving Licences) Regulations (Northern Ireland) 1996 and any future amendment to the legislation which defines a group 1 licence.

## Permanent

Expected to last throughout life with no prospect of improvement, irrespective of when the cover ends or the **person covered** expects to retire.

## Person covered

The person named as such on your cover summary.

## Royal London

The Royal London Mutual Insurance Society Limited.

## Royal London Group

**Royal London** and its subsidiaries.

## Self-employed

The **person covered** working:

- alone,
- or with others in partnership,
- or as a member of a limited liability partnership, and

if in **the UK**, paying class 2 National Insurance contributions and being assessable to income tax under Part 2 of the Income Tax (Trading and Other Income) Act 2005.

## Standard terms

Your cover is on standard terms unless we've charged an extra premium or applied an **exclusion** to your cover.

## Term of the cover

The period between the date your cover starts (as shown on your cover summary) and the date your cover ends. Unless the **person covered** dies, the date your cover ends is the date shown on your cover summary.

## Terminal illness

A definite diagnosis by the attending consultant of an illness that satisfies both of the following:

- The illness either has no known cure or has progressed to the point where it cannot be cured; and
- In the opinion of the attending consultant, the illness is expected to lead to death within 12 months.

## The UK

Means Scotland, England, Wales and Northern Ireland.

## Underwrite Later

Underwrite Later is our temporary facility providing cover for up to six months from the date your plan started while we request medical evidence or further information so we can fully assess your **application**.

## Work

Being **employed** or **self-employed**.



**Royal London**  
**royallondon.com**

**We're happy to provide your documents in a different format, such as braille, large print or audio, just ask us when you get in touch.**

All of our printed products are produced on stock which is from FSC® certified forests.

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