

# PLAN DETAILS FOR PEGASUS WHOLE OF LIFE PLAN

September 2017



WE GIVE THIS BOOKLET TO
EVERYONE WHO BUYS A PEGASUS
WHOLE OF LIFE PLAN. IT CONTAINS
THE PLAN'S TERMS AND
CONDITIONS, AND IT TELLS YOU
HOW YOUR PLAN WORKS. IT ALSO
EXPLAINS HOW TO MAKE A CLAIM,
KEEP YOUR PREMIUMS UP-TO-DATE
AND HOW TO MAKE CHANGES.

These terms and conditions are part of the contract between the plan owner and **Royal London** so please keep them in a safe place, as **you** may need them in the future. It's also important that **you** take time to read **your** plan's contract documents.

The contract between **you** and **Royal London** consists of **your application** to **us**, these terms and conditions, the cover summary for each cover that **you** buy and any **endorsements** to these terms and conditions that **we** give **you**. Where there's a conflict between these terms and conditions and the cover summary, the terms set out in the 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. You have 30 days from the date you receive your cover summary and plan details to cancel your plan. If you cancel in this time, we'll refund any payments you've made to us. See page 15 for more information on cancelling your plan.

If you would like this booklet or any other information in large print, in braille or on audio CD, please call **0345 6094 500**.

### Before you start, please note:

Any words in **bold** are defined in section 6.

### WHAT'S INSIDE

### **SECTION 1:**

### 5 About the cover

### **SECTION 2:**

### 6 How your plan works

- 6 How to make a claim
- 7 What happens when you make a claim
- 7 Who we'll pay
- 7 When we will and won't pay a claim
- 8 Connected claims for Waiver of Premium (Sickness)
- 8 How much we'll pay

### **SECTION 3:**

### 10 Your premiums

- 10 Premium types and frequency
- 10 When your premiums are due
- 10 What happens if you don't pay a premium
- 10 What to do if we cancel your plan
- 10 When and how your premiums could change
- 10 Reviewable premiums

#### **SECTION 4:**

### 12 Changing your plan

- 12 Increasing cover
- 12 Cover increase options
- 13 Lifestyle review
- 14 Changing your plan in other ways

### **SECTION 5:**

### 15 General terms and conditions

- 15 Cancelling your plan
- 16 How we use your personal information
- 17 When we may change the terms and conditions applying to your plan or cancel your plan
- 18 Complaints
- 19 Law

### **SECTION 6:**

### 20 Definitions of the words we use

### **TELLING US ABOUT CHANGES**

### Changes before your plan starts

You must tell us if there's a change to anything you put in your application after you've applied for your plan, 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. If you don't let us know about any changes we might not pay out. Or, we might change the terms of your plan or cancel it.

We'll give you a copy of your application form, 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:

- You or the person covered change your name.
- You change your address.
- You change your bank account.

You can contact us in the following ways:



0345 6094 500



protectionhelp@royallondon.com



0345 6094 522



Royal London, 1 Thistle Street, Edinburgh EH2 1DG



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. ABOUT THE COVER

The Pegasus Whole of Life Plan provides Life Cover for the whole of **your** life. This pays out when the **person covered** dies or is diagnosed with a **terminal illness** that meets **our** definition.

You can also choose Waiver of Premium (Sickness). This pays your premiums if 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 definitions of incapacitated and terminal illness in section 6.

### 2. HOW YOUR PLAN WORKS

### Paying claims

### How to make a claim

If you or your representatives want to make a claim, please call us on 0345 609 4500. Before you call, please read through the information in this section. 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.

For Waiver of Premium (Sickness), if the **person covered** is living or working outside **the UK** and **you** want to make a claim, **we** might need them to return to one of the countries listed opposite. This doesn't apply to claims for Life Cover.

•	The UK	•	Isle of Man
•	Australia	•	Italy
•	Austria	•	Japan
•	Belgium	•	Latvia
•	Bulgaria	•	Liechtenstein
•	Canada	•	Lithuania
•	Channel Islands	•	Luxembourg
•	Cyprus	•	Malta
•	Czech Republic	•	The Netherlands
•	Denmark	•	New Zealand
•	Estonia	•	Norway
•	Finland	•	Poland
•	France	•	Portugal
•	Germany	•	Slovakia
•	Gibraltar	•	Slovenia
•	Greece	•	South Africa
•	Hong Kong	•	Spain
•	Hungary	•	Sweden
•	Iceland	•	Switzerland
•	Ireland	•	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 that your or the person covered's name has changed.

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

### Who we'll pay

We'll pay the cover amount to the person who is legally entitled to receive it. This will depend on your claim, your circumstances at the time, and whether the plan has been assigned or put under trust.

We usually pay the plan owner or, if they've died, their personal representatives. If a personal representative wants to claim, they must send us an original Grant of Representation or Confirmation. If there are two plan owners we'll pay them jointly. If one of them has died, we'll pay the survivor of them.

If the plan has been assigned, we'll pay the assignee. If an assignee wants to claim, they must send us the original deed of assignment.

If the plan is under trust, we'll pay the trustees. The trustees must then follow the terms of the trust to distribute the money to the chosen beneficiaries. If trustees want to claim, they must send us the original Trust Deed, and any original deeds altering the trust. We won't be responsible for checking that the trust has been properly established or terminated.

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

If the information you send is correct and complete and your claim is valid, according to these terms and conditions we'll pay your claim.

If you don't send us everything we ask for, or if the information you provide is incorrect or incomplete, we might not be able to pay your claim.

We might also stop or not pay your claim if:

- You or the person covered didn't
   answer the questions on your original
   application fully, honestly and to the
   best of your or their knowledge.
- You didn't tell us about a change in your
  or the person covered's circumstances
  between when you originally submitted
  your application and the date we assumed
  risk. This includes information about the
  person covered's health, occupation or
  leisure activities.

### Claims for death and terminal illness When we'll pay

- If there's one person covered, we'll pay
  a claim when the person covered dies or
  meets our definition of terminal illness.
- If there are two people covered and the additional features of your cover summary shows the cover is payable on the first event, we'll pay a claim if either person dies or meets our definition of terminal illness.
- If there are two people covered and the additional features of your cover summary shows the cover is payable on the second event, we'll pay a claim when both people have died or have met our definition of terminal illness.

### When we won't pay

We won't pay a claim if:

- The claim is for death and it's the result of intentional self-inflicted injury within 12 months of the cover starting or restarting.
- The claim is for terminal illness and the person covered doesn't meet our definition of terminal illness, or
- It's the result of any exclusion shown on your cover summary.

**You'll** find **our** definition of **terminal illness** in section 6.

### Claims for incapacity

### 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 and terminal illness and the relevant requirements in section 6.

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, or the person covered doesn't meet the requirements of our definition of incapacitated or terminal illness.

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

### If cover is payable as a level lump sum

We'll pay the amount of cover shown on your cover summary.

### If cover is payable as an increasing lump sum

We'll pay:

- The amount of cover shown on **your** cover summary, or
- The amount we've written to tell you following an increase, if that's greater.

**We'll** work out the amount of cover from the date the claim becomes payable. **We** won't take into account any change to the amount of cover after this date.

### Waiver of Premium (Sickness)

We'll pay the premiums for your plan for you. You won't actually receive any payments from us, but we won't collect your premiums for your plan. If there's more than one person covered for Waiver of Premium (Sickness) 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.

### 3. YOUR PREMIUMS

### Premium types and frequency

Premiums are payable for the lifetime of your plan. It's really important that you keep up-to-date with paying your premiums. Otherwise, we might have to cancel your plan.

### When your premiums are due

Your first premium is due on the date your plan starts. We'll collect it on this date or shortly after, by direct debit.

### If you're paying monthly

**You** must pay a premium every month. **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 yearly

You must pay a premium every year. 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 your plan – so you won't be covered 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.

Please get in touch and we'll tell you what we need before we can restart your plan. However, 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

If **you** choose Waiver of Premium (Sickness), this cover will end at age 90. This means **your** premium will automatically reduce when this cover comes to an end.

### **Guaranteed premiums**

### If your cover is a level lump sum

As long as **you** pay **your** premiums on time and **you** don't make changes to **your** plan, **your** premiums won't change.

### If your cover is an increasing lump sum

On each anniversary of **your** plan starting, **your** premium will increase by the rate shown in the additional features section of **your** cover summary, multiplied by two.

We'll tell you how much the increase will be at least a month before it takes place.

### Reviewable premiums

The cost of **your** life cover increases with age. Reviewable premiums will therefore increase significantly at each review. When **we** work out how much **your** premiums should be, **we'll** look at different factors such as:

- the future level of claims we expect to pay
- the amount of money we'll pay to reinsurance companies with whom we share the costs of claims

- the number of plan owners who give up their plans early
- our expenses
- inflation
- investment returns
- taxes
- the amount of money we need to hold as financial reserves

There's no limit to the amount that your premium may increase by. The increase will be based on our consideration of the factors above. Your new premium might be higher than a guaranteed fixed premium would have been. When it goes up, you might not be able to afford your premiums. This means you may have to reduce your cover to keep your premiums lower.

### If your cover is a level lump sum

As long as **you** pay **your** premiums on time, **your** premium won't change for the first 10 years of **your** plan. They'll be reviewed every five years after that and will go up significantly.

### If your cover is an increasing lump sum

As long as **you** pay **your** premiums on time, **your** premium won't change for the first 10 years of **your** plan, apart from the changes described in this section. They'll be reviewed every five years after that and will go up significantly.

On each anniversary of **your** plan starting, **your** premium will increase by the rate shown in the additional features section of **your** cover summary, multiplied by two.

We'll tell you how much the increase will be at least a month before it takes place.

If you make changes to your plan, your premiums might change.

### 4. CHANGING YOUR PLAN

### Increasing cover

This only applies to Life Cover that's payable as an increasing lump sum.

This amount of cover will continue to increase each year on the date **your** plan started. The additional features in **your** cover summary will show whether **your** cover will increase by a fixed rate or by the **retail price index**.

We'll write to you at least a month before the increase takes place to tell you how much the increase will be and how much your new premium will be. If you don't want the amount of your cover to increase, you must tell us at least five days before the increase is due to take place and we'll cancel the increase. If we cancel two consecutive increases we won't offer you any further increases.

### **Cover Increase Options**

Your plan comes with Cover Increase Options if we give you standard terms. This means you can increase your cover in certain circumstances, without giving us any medical information.

### How it works

For personal and business Cover Increase Options, the **person covered** must be under age 55 at the time of the increase or under age 70 for inheritance tax (IHT) Cover Increase Options. If there's more than one **person covered**, both must be under age 55 or under age 70 for IHT Cover Increase Options.

You need to ask us to increase your cover within six months of the event happening.

We'll work out a new premium for your cover, and you can decide whether you want to go ahead with the increase.

**Your** new cover will have the same additional features as **your** original cover. And it will be on the terms and conditions **we** offer at the time of the increase.

Your premiums will be based on:

- Our pricing when we increase your cover.
- The person covered's age when we increase your cover.

We can't offer you Cover Increase Options if:

- We accepted your plan on non-standard terms – for instance, if we had to charge you a higher premium, or if we had to apply some exclusions.
- We're paying a claim, considering a claim, or if a medical practitioner has given the person covered a diagnosis or possible diagnosis that would allow you to claim.

### Limits on increasing your cover

You can increase your cover amount more than once but the most you can increase your cover by for all events (under IHT and business Cover Increase Options), is the lower of:

- half your original cover amount, or
- £200,000

For personal Cover Increase Options you can increase your cover, without giving us any medical information, if the person covered:

- Gets married or divorced, or enters into or dissolves a civil partnership.
- Has or adopts a **child**.
- Increases their mortgage because of moving house or making home improvements.
- Gets an increase in salary.

For IHT Cover Increase Options, you can increase your cover, without giving us any medical information, if:

- The **person covered** gets an inheritance tax increase due to the increase in the value of their estate. This option must be used every five years from the date the plan starts. If not, the option will no longer be available.
- The Government announces an increase to the IHT tax rate or a reduction in the rates bands, exemptions or reliefs. In this instance you can increase your cover by the lower of:
  - the percentage increase in the IHT liability (for the purposes of this calculation we'll assume that the IHT liability before the changes was the same as the life cover amount), or
  - the actual amount of the increase in the IHT liability as a result of the change in legislation

For business Cover Increase Options **you** can increase **your** cover, without giving **us** medical information, if there's an increase:

 To your business mortgage or loan but not if there's an increase in your overdraft.

- In the value of a partner's, limited liability partnership member's or shareholder's interest in the business.
- In the value of a key person.

All **we** need to see is some evidence of the event:

- A certificate for the marriage, civil partnership, birth or adoption.
- A copy of the mortgage loan offer.
- A letter from the **person covered**'s employer confirming an increase in salary.
- Written confirmation from the lender or a copy of the new loan offer.
- Evidence of the increase in the value of the partner's, member's or shareholder's interest.
- How the value of the key person has been calculated and we might need to see a copy of the business accounts.

### Lifestyle review

If we accepted your cover on non-standard terms or smoker rates, and the person covered changes their lifestyle in a way that you think reduces the likelihood of a claim, you can ask us to review the terms for the cover. For example, perhaps the person covered was a smoker when the plan started but has now given up. We may need to ask for medical information.

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

Any cover that was originally on non-standard terms won't include Cover Increase Options, even if we later review your terms.

### Changing your plan in other ways

You can ask us to change your plan in other ways not included in this section. For example, you might want to increase your cover without using the Cover Increase Options, or reduce your cover. You can ask us to do this at any time. We might need to ask the person covered for new medical information. We'll tell you what we need to look at when you tell us how you want to change your plan.

You can't add a new cover or increase an existing cover if you're no longer resident in the UK, Jersey, Guernsey or Isle of Man. If you remove a cover, you may not be able to add it back on at a later date if your circumstances have changed.

### 5. GENERAL TERMS AND CONDITIONS

### Source of covers

This plan 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

This plan doesn't entitle **you** to membership of **Royal London**.

### Cancelling your plan

When your plan starts you have the right to change your mind and cancel your plan. You have 30 days from the date you receive your cover summary and plan details to cancel your plan. If you cancel in this time we'll refund any premiums you've paid to us.

You can cancel your plan by writing to us. Our address is on page 4 of this booklet.

You should also contact your bank to cancel your direct debit instruction.

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

If you cancel your plan after 30 days, it will end on the day your next premium would be due. You'll still be covered by your plan 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. We won't refund any premiums you've paid to us.

For example, if:

- your plan started on 1 February
- you ask us to collect your premiums on the 15th day of each month, and
- on 10 April you ask us to cancel your plan
- we'll collect your premium due on 1
   April because this became payable before you asked us to cancel your plan
- we'll collect this on 15 April because you've asked us to collect your premiums on that day, and
- we'll cancel your plan on 1 May because this is the first day on which your next premium would be due

If you don't pay your final premium:

- we'll cancel your plan 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

If you cancel, we'll tell you the date on which your cover will end, and whether you need to pay a final premium.

### Cash-in value

**Your** plan doesn't have any cash-in value at any time. So if **you** cancel it **you** won't get anything back.

### Paying claims

We'll pay all claims by direct credit to a bank account or another method we agree with you.

#### Interest

We'll pay interest if payment of any claim is delayed by more than two calendar months after the claim event. The rate of interest will be the Bank of England base rate less 0.5% a year, with an overall minimum of 0.5% a year, calculated on a daily basis.

Page 15 of 24

### Exercise of discretion

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

### How we use your personal information and verify your identity

We may obtain personal information either from you directly, or with your consent, from your approved intermediary or from other sources such as your doctor or an identification agent.

# We'll use your personal information, including sensitive personal information for the following purposes:

- providing and developing our products and services
- improving customer care
- verifying your identity and fraud prevention
- research and analysis
- marketing
- legal and regulatory reasons
- administering your plan

We'll keep your personal information for a reasonable time and we may also share information about you with other companies within the Royal London Group, your approved intermediary, service providers and agents and with third parties such as auditors, underwriters, reinsurers, medical agencies, identity authentication and fraud prevention agencies, other financial institutions and legal and regulatory bodies. Your personal data may be processed in countries outside the European Economic Area. This processing will be carried out by experienced and reputable organisations and only on terms which safeguard the security of your data and comply with the requirements of the Data Protection Act 1998.

We may contact you by mail, phone, fax, email or other electronic messaging either directly or through your approved intermediary with further offers, promotions and information about our products and services that may be of interest to you. By providing us with this information you consent to being contacted by these methods for these purposes, although you can opt out from receiving these communications.

We may also share your information with carefully selected third parties, who may contact you by mail, phone, fax or electronic messaging to let you know about products and services which they believe may be of interest to you. By providing us with this information you consent to being contacted by these methods for these purposes.

We may carry out an identity authentication check to verify **your** identity. This involves checking the details **you** supply against those held on any databases that may be accessed by the reputable third party company which carries out **our** checks. This includes information from the Electoral Register and fraud prevention agencies.

We'll use scoring methods to verify your identity. A record of this search will be kept and may be used to help other companies verify your identity. We may

also pass information to financial and other organisations involved in money laundering and fraud prevention to protect **ourselves** and **our** customers from theft and fraud. If **you** give us false or inaccurate information and **we** suspect fraud, **we'll** record this and share this information with other organisations.

We may monitor and record phone calls and retain these for the purposes of training and quality assurance and to ensure that we have an accurate record of your instructions.

If you provide us with information about another person, you confirm that they've appointed you to act for them to consent to the processing of their personal data and that you've informed them of our identity and the purposes (as set out above) for which their personal data (including sensitive personal data) will be processed.

You have the right to ask for a copy of the information that we hold on you, for which we're entitled to charge a small fee. You can ask us to correct any inaccuracies in your information.

If you have any questions about how we'll use your personal information, or if you would like to receive our marketing communications by some but not all of the above methods, please contact us:



0345 6094 500



protectionhelp@royallondon.com



0345 6094 522



Royal London, 1 Thistle Street, Edinburgh EH2 1DG

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

We may make changes to the terms and conditions applying to your plan (including your premiums) in the circumstances set out in points 1 to 4 numbered below or we may cancel your plan in the circumstances set out in point 1. We will, where appropriate, take account of actuarial advice when we do so.

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** plan (including **your** premiums) or cancel **your** plan if:
  - You don't tell us about changes to any of the answers you or the person covered gave in your application, or to information provided in relation to your application, between the date it was completed and the date we assume risk on your plan.
  - The **person covered** doesn't provide their consent for **us** to ask for medical information within six months of the start of **your** plan from any doctor they've 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 of what cover we're willing to provide under your plan.

- You make a claim and we find that you've not told us something that affects your cover.
- You don't keep your plan premiums up-to-date.
- 2. We may make changes to the terms and conditions applying to your plan (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 plan.
  - 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 your plan is taxed is changed.
- 3. We may make changes to the terms and conditions applying to your plan (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 plan (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 plan.

### Mis-statement of age

If when you took out your plan we were told the person covered is older than they really are, we'll reduce the premiums to the amount that 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 plan 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.

### Change of occupation

You don't need to tell us if the person covered changes their occupation. We'll assess any claim based on their occupation immediately before the claim event happens.

### **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



Royal London, 1 Thistle Street, Edinburgh EH2 1DG

We'll always try to resolve complaints as quickly as possible. If we're unable to deal with a complaint within five 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@financialombudsman.org.uk
- www.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.

### Law

The law of England and Wales applies to this plan.

### Notices of assignment

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



Royal London, 1 Thistle Street, Edinburgh EH2 1DG

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

### Rights of third parties

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

### 6. DEFINITIONS OF THE WORDS WE USE

This section explains all of the words in **bold** found within the plan details.

### **Application**

This is the application completed either on paper, online or over the phone containing the information that Royal London has used to set up the plan and includes any related information provided to Royal London (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 complete the online application doesn't form part of your application to Royal London.

### 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 plan, or
- The date cover starts shown on your cover summary.

### Deferred period

The period between the **person covered** first meeting the definition of **incapacitated** and getting their first payment from **us**. The **deferred period** is shown in the additional features section of **your** cover summary. Unless the **person covered** is diagnosed with a **terminal illness**, **we** won't pay a claim under any cover until the end of its **deferred period**.

### **Employed**

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

### **Endorsements**

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

### **Exclusion**

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

### **Full-time**

The person covered must be in full-time (more than 16 hours each week) paid occupation.

### Incapacitated

We'll pay if the person covered meets one of our following four definitions of incapacitated.

### 1. Own Occupation Definition

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.

Own occupation means the trade, profession or type of **work** they do for profit or pay. It isn't a specific job with any particular employer and is irrespective of location and availability.

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

### 2. Serious Illness Definitions

If the **person covered** meets any of the following definitions **we'll** continue to pay the cover if they're unable, before age 70, 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 three 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 three 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 Definition

Loss of the physical ability through an illness or injury, before age 70, to do at least three of the nine everyday tasks listed on page 23 and the **person covered** is unable to **work** in their own occupation in any capacity.

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 five 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 age 70 or over at the start of a period of incapacity, the living task definition will apply. If the person covered reaches age 70 while a cover is being paid, **we'll** reassess the claim at the time based on the **living tasks** definition. This might mean **we** stop paying the cover.

### 4. Living Tasks Definition

Any illness or injury which prevents the **person covered** from doing at least three out of the six **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

If the cause of the claim is the person covered's death, intentional self-inflicted injury means in our reasonable opinion the most likely cause of death is that the person covered took their own life, whether or not specifically shown as a verdict or cause of death in a death certificate, coroner's report or other equivalent documentation.

### Occupation

A trade or 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.

### Person covered

The person shown as such on the cover summary.

### Retail price index

This is the percentage increase in **the UK** government's **retail price index** (or if that index is no longer available, such other index as **we** reasonably determine to be equivalent) over the 12-month period ending three months before the anniversary of the date the plan started, subject to a minimum of 2% and a maximum of 10%.

### Royal London

**Royal London** means the Royal London Mutual Insurance Society Limited.

### Royal London Group

Royal London Group means 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
- 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 plan is on standard terms unless we've charged an extra premium or applied an exclusion to your cover, in which case it will be on non-standard terms.

### 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**

Our definition of terminal illness is 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.

#### We or us or our

Means Royal London.

#### Work

Being employed or self-employed.

### You or your

Means the plan owner or their legal successors except where a different meaning is given in these terms and conditions.



## Royal London 1 Thistle Street, Edinburgh EH2 1DG royallondon.com

All literature about products that carry the Royal London brand is available in large print format on request to the Marketing Department at Royal London, 1 Thistle Street, Edinburgh EH2 1DG.

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

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