

### BUSINESS MENU PLAN LIFE COVER

### Plan details - April 2017



WE GIVE THIS BOOKLET OF TERMS AND CONDITIONS TO EVERYONE WHO BUYS LIFE COVER 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 11.

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

### Before you start, please note:

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

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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
- vour address
- 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

3 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**

Life Cover is designed to pay out if the **person covered** either dies or is diagnosed with a **terminal illness** that meets **our** definition during the **term of the cover**. **You'll** find **our** definition of **terminal illness** in section 4.

### 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.

#### 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
- paperwork about your mortgage
- 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.

### Who we'll pay

We'll pay the cover amount to the person who is legally entitled to receive it. This will depend on the circumstances at the time, and whether the plan that **your** cover is under has been assigned or put under trust. We usually pay the owner of the plan the cover is under 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 joint plan owners, **we'll** pay them jointly. If one of the joint plan owners has died, **we'll** pay the survivor of them.

If the plan that **your** cover is under 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 that **your** cover is under is written in 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, validly altered or whether it has been terminated.

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

To confirm that the **person covered** meets **our** definition of **terminal illness**, 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:

• Life Cover is shown on **your** cover summary,

- during the **term of the cover** the **person covered** (or if there are two people covered, either of them) dies or is diagnosed with a **terminal illness** that meets **our** definition, 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 definition of terminal illness in section 4.

We'll pay out once and then your cover will stop.

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**, unless it's a claim for death more than 12 months after **your** cover starts or restarts, or
- the **person covered** doesn't meet **our** definition of a **terminal illness**.

We might also not pay 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 changes to information about the health, occupation or leisure activities of the person covered or your or the person covered's country of residence, or
- if you don't send us everything we ask for, or if the information you do provide is incorrect or incomplete.

### How much we'll pay

Your cover summary shows how much we'll pay for a claim for each cover you have with us.

We work out your amount of cover from the date the **person covered** dies or meets **our** definition of **terminal illness**. We won't take into account any change to **your** amount of cover after this date.

# If your cover is payable as a level lump sum

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

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

We'll pay:

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

### If your cover is payable as a decreasing lump sum, and the additional features in your cover summary show that a mortgage interest rate applies

We'll pay the amount that would have been outstanding under a loan or mortgage if the loan or mortgage:

- was equal to the amount of cover shown on **your** cover summary on the date cover started,
- had a term the same as the **term of the cover** on the date cover started,
- had a yearly interest rate equal to that shown in the additional features in **your** cover summary, and

• had equal monthly repayments made between the date the cover started (as shown on **your** cover summary) and the date the claim became payable.

As a result, the amount of cover will decrease each month for the remaining **term of the cover**. The amount of cover may not be enough to pay off the loan or mortgage if the interest rate of the loan or mortgage was different to the yearly interest rate shown in the additional features in **your** cover summary.

### 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 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

## If your cover is level lump sum, or decreasing lump sum

As long as **you** pay **your** premiums on time, **your** premiums won't change for the **term of the cover**.

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

Your premium will increase once a year, on the anniversary of your plan start date, which is shown on your cover summary. The increase each year will be based on:

- how much **your** amount of cover is increasing by,
- the age of the **person covered** at the time of each increase,
- how long **your** cover has to go to the end date shown on **your** cover summary,
- the premium rates **we** used when **your** cover started, and
- any additional premium **you** pay if **we** didn't accept **your** cover on **standard terms**.

We'll write to tell you how much the increase will be at least a month before it takes place. Unless we hear from you, we'll start collecting the increased premium from the date we tell you. For more information on increasing cover, see opposite.

### 2. CHANGING YOUR COVER

### Increasing cover

This only applies where **you** have chosen **your** amount of cover to be payable as an increasing lump sum.

The amount of cover will increase each year on the anniversary of the date **your** plan started, which will be shown on **your** cover summary. The additional features in **your** cover summary shows whether **your** cover will increase each year by a fixed rate or by the **retail price index**. As **your** amount of cover increases, **your** premiums will also increase.

We'll write to you at least a month before the increase takes place to tell you how much the increase in your amount of cover will be and how much your new premium will be. If you don't want your amount of cover or your premium 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 to your amount of cover.

If you add a new cover to your plan, your new cover may start on a different day than your plan started. The date your original plan started can be found on your original cover summary. Where this happens, the first increase in your amount of cover for your additional cover will be on the first anniversary of your plan start date which comes after this additional cover has been in force for 12 months.

### **Cover Increase Options**

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

### How it works

You can increase your amount of cover, without giving us any medical information, if there's an increase:

- in the value of a key person
- 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.

All we need to see is some evidence of the event, for example:

- how the value of the key person has been calculated and we might need to see copies of the business accounts
- written confirmation from the lender, or a copy of the new loan offer
- evidence of the increase in the value of partner or shareholder interest.

You need to ask us to increase your cover within six months of the event happening. And the **person covered** must be under the age of 55 – if there are two people covered, both of them must be under the age of 55 at the time of the request to increase. We'll work out a new premium for your cover, and you can then decide whether you want to go ahead with the increase.

#### Limits on increasing your cover

You can increase your cover more than once but the total you can increase your cover by is the lower of:

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

If you have more than one type of cover or more than one plan with us on the life of the same **person covered**, the limits apply to all of them added together – not separately to each cover or plan.

### Limits for an increase in the value of a key person

You can increase your amount of cover by a maximum of:

- five times the amount of increase in salary, or
- twice the increase in gross profits attributable to that person,

whichever is lower, subject to the limits on increasing your cover above.

Your new cover will have the same additional features as your original cover, which are shown on your cover summary. Your new cover will be on the terms and conditions that we offer at the time of the increase. It must last at least as long as our minimum term at that time, but no longer than the time remaining on your original cover. You can find the end date of your original cover on your cover summary that we sent to you at the time you took out your original plan. So, if the time remaining on your original cover is less than our minimum term at that time, you can't increase your cover in this way.

Your new premiums will be based on:

- the same terms we applied to your original cover – or the terms that we applied if your cover has been restarted,
- our pricing when we increase your cover, and
- the age of the **person covered** when we increase **your** cover.

We can't offer you Cover Increase Options if:

- we didn't accept your cover on standard terms – so, 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 make a claim, or
- you're not resident in the UK, Jersey, Guernsey or Isle of Man.

### **Renewable option**

This option is available if **your** cover summary shows that the **term of the cover** is renewable. **You** have an option to choose a renew period of five or 10 years depending on the **term of the cover you** chose when **your** cover started and the age that the **person covered** will be on **your** new cover end date.

### How it works

You'll still have an end date for your cover, which is shown on your cover summary, but just before that end date we'll ask you if you want to renew your cover. We'll ask you to confirm if you want to renew your cover at least a month before the date your original cover was due to end.

All you have to do is confirm to us at least five days before the date that your cover is due to end that you want to use this renewable option. The **person covered** doesn't need to answer any medical questions. If you don't confirm that you want to renew your cover using the renewable option, then your existing cover will end on the cover end date shown on your cover summary. You won't be covered after that date. If the age of the **person covered** at the new end date for **your** cover would be more than the maximum age that **we** allow at that time, the new cover will have a term equal to the number of whole years between the end date of **your** original cover, as shown on **your** cover summary, and the date the **person covered** reaches **our** maximum age at that time. If this term is less than **our** minimum term at that time, **you** can't use the renewable option and **your** cover will end on the date shown on **your** cover summary. **You** won't be covered after that date.

Your premiums when you exercise the renewable option will be based on:

- the same terms we applied to your original cover – or the terms that applied if your cover has been restarted,
- **our** pricing when **you** applied for **your** original cover, and
- the age of the **person covered** when the new cover starts.

Your new cover will have the same additional features as your original cover. And it will be on the same terms and conditions we offered at the time your original cover started.

#### Lifestyle review

If we didn't accept your cover on standard terms or we charged 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 your cover. For example, perhaps the person covered was a smoker when the cover started but has now given up. We may need to ask for medical information about the **person covered**, or see proof that the **person covered** has changed their occupation 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.

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

### Changing your cover in other ways

You can ask us to change your cover in other ways not included in this section. For example, you might want to add a new cover to your plan or reduce an existing cover. You can ask us to do this at any time. If you want to add a new cover to your plan, we'll need to ask the person covered for new medical information.

You can't add a new cover to your plan 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 or the circumstances of the **person covered** have changed.

# 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.

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.

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.

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.

### 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.

### 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.

### 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 and verify your identity

We (The Royal London Mutual Insurance Society Limited and our businesses and divisions) 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 our 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, our 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. 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 on pages 12 and 13) 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 methods listed on page 13, 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 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 14 and 15. We can separately make changes to how we use your personal information and verify your identity (details of which is set out on page 12 and 13).

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, or
  - you don't keep your premiums up to date.
- 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

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 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 ExchangeTower 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

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.

### 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, 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 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

Republic • The

### 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.

### 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.

### Intentional self-inflicted injury

If the cause of the claim is the death of the **person covered**, 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.

If the cause of the claim is anything other than the death of the **person covered**, 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**.

#### Person covered

The person named as such on **your** 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 **your** cover is under started, subject to a minimum of 2% and a maximum of 10%.

### **Royal London**

The Royal London Mutual Insurance Society Limited.

### **Royal London Group**

Royal London and its subsidiaries.

### Standard terms

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

### **Terminal Illness**

Terminal illness – where death is expected within 12 months.

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.

For us to accept the diagnosis of the **person covered** as evidence of a claim, it must be:

- made by an appropriate medical specialist,
- the first and unequivocal diagnosis of the illness, and
- confirmed by **our** chief medical officer.

### 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** (or if there are two people covered, either of them) dies, or is diagnosed with a **terminal illness** that meets **our** definition, the date **your** cover ends is the date shown on **your** cover summary.

### The UK

Means Scotland, England, Wales and Northern Ireland.

#### We or us or our

Means Royal London.

### 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

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