

BUSINESS MENU PLAN INCOME PROTECTION

Plan details - September 2017



WE GIVE THIS BOOKLET OF TERMS AND CONDITIONS TO EVERYONE WHO BUYS INCOME PROTECTION 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 17.

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
- your 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



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

Income Protection is designed to pay out if the **person covered** can't **work** because of an illness or injury and they meet the requirements of **our** definition of **incapacitated**. **You'll** find **our** definition of **incapacitated** in section 4.

If you have Income Protection we automatically include Fracture Cover, Hospitalisation Payment, Additional Payment on Death and Back to Work Payment.

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	• 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
- the person covered's earnings
- 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

Claims for Income Protection

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:

- Income Protection 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
 - meets the requirements 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 definition of incapacitated, terminal illness and their relevant requirements in section 4.

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 cover payment period ends if one's shown in the additional features of your cover summary,
- 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.

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 your cover payment period affects a connected claim

If the additional features of your cover summary shows you have a cover payment period, we'll pay a connected claim for the remainder of this cover payment period only if the person covered returns to work before this cover payment period ends.

This remainder is the difference in time between the length of your cover payment period and how long in months we paid your original claim for before the person covered went back to work. For example, if your cover payment period is 24 months and we've paid your claim for eight months, we'll pay a connected claim for another 16 months if the person covered has to stop work again, they meet the requirements of our definition of incapacitated and we can treat the claim as a connected claim.

If the **person covered** goes back to **work** after the end of the **cover payment period**, we won't pay any further claim under this cover until the **person covered** has been back at **work** for at least 52 continuous weeks.

Claims for Fracture Cover

To make a claim for Fracture Cover you or the person covered must:

- tell us you want to claim as soon as possible,
- provide evidence of the bone fracture, such as the hospital discharge summary or a letter from the person covered's GP, and
- provide any additional information that we may reasonably request, such as information relating to the cause of the claim or the answers to the questions in your original application.

We'll pay a claim if:

- Income Protection is shown on your cover summary,
- during the term of the cover the person covered is diagnosed with a bone fracture, 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 bone fracture and the relevant requirements in section 4.

We'll only pay two Fracture Cover claims for the person covered and only pay once for each bone fracture type within any 12 month period. A 12 month period runs from the start date of your Income Protection and each subsequent 12 month anniversary thereafter.

We won't pay a claim for Fracture Cover if the **bone fracture** is:

- the result of an exclusion shown on your cover summary,
- the result of intentional self-inflicted injury, or

• classified as fatigue, stress or hairline.

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 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.

We'll pay Fracture Cover claims directly into the account from which premiums are being paid, unless you tell us otherwise.

Claims for Hospitalisation Payment

To make a claim for Hospitalisation Payment you or the person covered must:

- tell us you want to claim as soon as possible,
- provide evidence of the **person covered** being hospitalised, such as the hospital discharge summary or a letter from the **person covered's** GP, and
- provide any additional information that we may reasonably request, such as information relating to the cause of the claim or the answers to the questions in your original application.

We'll pay a claim if:

- Income Protection is shown on your cover summary,
- during the term of the cover the person covered is hospitalised due to incapacity for more than 6 consecutive nights during the deferred period, and
- the information you send us is correct and complete, and your claim is valid according to these terms and conditions.

We'll only pay a claim for Hospitalisation Payment for the **person covered** for a maximum of 90 nights during the **term** of the cover.

We won't pay a claim for Hospitalisation Payment if:

- it's the result of an exclusion shown on your cover summary, or
- it's the result of intentional self-inflicted injury.

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 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.

We'll pay a Hospitalisation Payment claim directly into the account from which premiums are being paid, unless you tell us otherwise.

Connected claims

A connected claim happens if:

- we start to pay a claim, but stop paying because the person covered leaves hospital, but
- within the deferred period, the person covered is hospitalised 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 leave hospital against their doctor's advice,
- the **person covered** is hospitalised from the same cause as the original claim.

We'll start to pay a connected claim again straightaway.

Claims for Additional Payment on Death We'll pay a claim if:

- Income Protection is shown on your cover summary,
- during the term of the cover the person covered dies, and
- the information you send us is correct and complete, and your claim is valid according to these terms and conditions.

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.

Claims for Back to Work Payment

We'll pay a claim if:

- Income Protection is shown on your cover summary and this has a deferred period of 13, 26 or 52 weeks,
- we've been paying a claim for Income Protection and the person covered recovers sufficiently to go back to work in their own occupation or another occupation, in a capacity that means they are no longer suffering any loss of earnings, and
- the information you send us is correct and complete, and your claim is valid according to these terms and conditions.

We'll only pay this once we have stopped paying the claim under Income Protection. This includes any amount we pay because the person covered goes back to work in their own occupation part time or goes back to work in a different occupation with lower earnings.

If we pay any subsequent claim under Income Protection, we'll only pay a Back to Work Payment following the subsequent claim ending if we start paying the subsequent claim more than six months after we paid a Back to Work Payment on the previous claim.

How much we'll pay

Claims for Income Protection

If your cover is payable as level regular payments

We'll pay 1/12th of the lower of:

- the amount of cover shown on your cover summary, or
- the maximum annual benefit available based on the person covered's pre-incapacity earnings.

If when you make a claim, the maximum annual benefit available based on the person covered's pre-incapacity earnings is lower than the amount of cover shown on your cover summary, we'll pay 1/12th of the lower of:

- the maximum annual benefit available based on the person covered's pre-incapacity earnings subject to a minimum of £1500 each month, or
- the amount of cover shown on your cover summary.

If your cover is payable as increasing regular payments

We'll pay 1/12th of the lower of:

- the amount of cover shown on your cover summary or the amount we've written to tell you following an increase, whichever is greater, or
- the maximum annual benefit available based on the person covered's preincapacity earnings

Your amount of cover will continue to increase each year on the date the plan your cover is under 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. If you select this option your premiums will also increase each year. This is explained further on page 15.

Your amount of cover will increase each year and will continue to increase yearly, as long as the maximum amount of cover of £250,000 is not reached. If the maximum amount of cover is reached, we won't allow any more increases to your amount of cover. If you selected the maximum amount of cover of £250,000 when your cover started, your cover will increase once only, on the first anniversary of the plan starting.

If when you make a claim, the maximum annual benefit available based on the person covered's pre-incapacity earnings is lower than the amount of cover that you have (either as shown on your cover summary or the amount it has increased to), we'll pay 1/12th of the lower of:

- the maximum annual benefit available based on the person covered's pre-incapacity earnings subject to a minimum of £1500 each month, or
- the amount of cover shown on your cover summary or the amount it has increased to.

If the person covered isn't in work when you claim

If the **person covered** isn't in **work** when **you** claim, **we** won't pay more than £1500 each month.

If the person covered has other income

We'll reduce the amount we pay so that the total income you receive equals the lower of £1500 each month or the cover amount you've chosen as shown on your cover summary if:

- you have any other plan with us, or with any other company, that would, if the person covered were to meet the requirements of our definition of incapacitated, replace all or part of their pre-incapacity earnings, or
- the person covered continues to receive income from any other form of employment or self-employment while they meet the requirements of our definition of incapacitated in section 4, and
- the income from this cover, together with the income from those other sources, would exceed the maximum annual benefit available based on the person covered's pre-incapacity earnings.

If the person covered goes back to their own occupation part-time

If we've been paying a claim, and the person covered goes back to work in their own occupation part-time, with reduced earnings as a direct result of their illness or injury, we'll pay a reduced amount. Here's how we work this out:

(pre-incapacity earnings – reduced earnings) x normal cover pre-incapacity earnings

In this formula, 'normal cover' means the amount we'd pay if the person covered continued to meet the requirements of our definition of incapacitated and doesn't go back to work. Where the reduced earnings

amount varies, the amount we'll pay will also vary. We'll need to see evidence of the reduced earnings amount.

We'll pay this reduced amount provided that the **person covered**:

- goes back to work for less than 30 hours a week,
- worked more than 30 hours a week before meeting the requirements of our definition of incapacitated, and
- has earnings from part-time work which are less than their earnings when they met the requirements of our definition of incapacitated.

We'll continue to pay a reduced amount based on this formula until:

- the **person covered** goes back to working their full contractual hours,
- the earnings from their part-time work in their own occupation are more than their pre-incapacity earnings,
- the cover payment period ends if one's shown in the additional features in your cover summary,
- the term of the cover reaches an end, or
- the person covered dies.

If the person covered goes back to work in a different occupation

If the **person covered** meets the requirements of **our** definition of **incapacitated** but goes back to **work** in a different **occupation** with lower earnings, **we'll** pay a reduced amount. We work this out using the same formula and conditions as set out in the 'How much **we'll** pay if the **person covered** goes back to their own **occupation** part-time' section opposite.

We'll continue to pay a reduced amount based on this formula until:

- the person covered no longer meets the requirements of our definition of incapacitated,
- the person covered's earnings from the different occupation are more than their pre-incapacity earnings,
- the cover payment period ends if one's shown in the additional features in your cover summary,
- the term of the cover reaches an end, or
- the **person covered** dies.

We work out the amount of cover on the date the person covered met the requirements of our definition of incapacitated. We won't take into account any change to the amount of cover after this, apart from changes covered in the previous page.

Claims for Fracture Cover

We'll pay the amount shown in the following table for each type of **bone fracture** during the **term of the cover**.

Open fracture of the skull	£4,000	
Closed fracture of the skull	£2,500	
Fracture of the cheekbone	£1,500	
Fracture of the jaw	£2,000	
Fracture of the collar bone	£1,000	
Fracture of the shoulder blade	£1,500	
Fracture of the sternum	£1,500	
Fracture of the arm	£2,500	
Fracture of one or more ribs	£1,000	
Fracture of the vertebra	£2,000	
Fracture of the wrist	£1,500	
Fracture of the hand	£1,500	
(excluding fingers and thumbs)		
Fracture of the pelvis	£2,000	
Fracture of the upper leg	£4,000	
Fracture of the knee	£4,000	
Fracture of the lower leg	£2,500	
Fracture of the ankle	£2,000	
Fracture of the foot (excluding toes)	£1,500	

If the **person covered** is diagnosed with more than one type of **bone fracture** at the same time, we'll pay for multiple **bone fractures** up to a maximum of £4,000 for each claim.

Claims for Hospitalisation Payment

We'll pay £100 for each night the person covered is hospitalised after the sixth consecutive night, subject to a maximum number of 90 nights during the term of the cover.

Claims for Additional Payment on Death

If your premiums are payable monthly, we'll pay an amount equal to 12 times the monthly premium for Income Protection being paid at the date the person covered dies, plus the plan charge shown on your cover summary for the plan your cover is under during the term of the cover.

If your premiums are payable yearly, we'll pay an amount equal to the yearly premium for Income Protection being paid at the date the person covered dies, plus the plan charge shown on your cover summary for the plan your cover is under during the term of the cover.

Claims for Back to Work Payment

If the additional features section of your cover summary shows a cover payment period, one month after the person covered returns to work, we'll pay 25% of the normal cover; and two months after the person covered returns to work, we'll pay 10% of the normal cover.

If the additional features section of your cover summary doesn't show a cover payment period, one month after the person covered returns to work, we'll pay 50% of the normal cover; and two months after the person covered returns to work, we'll pay 25% of the normal cover.

In this section 'normal cover' means the monthly amount we were paying immediately before the **person covered** returned to **work**.

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

If your cover is level regular payments

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 increasing regular payments

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 increasing regular payments.

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, as a result of an increase, the total amount of Income Protection on all plans that **you** have with **us** would be more than £250,000 a year, **your** cover won't increase. **We'll** tell **you** if this happens. When working out **your** total amount of cover **we** include all cover **you** have under the plan that this cover is under, as well as any other plan **you** have with **us**.

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.

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.

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 18 and 19) 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 pages 14 and 15, 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 page 20. We can separately make changes to how we use your personal information and verify your identity (details of which is set out on pages 18 and 19).

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	• 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

Bone fracture

Bone fracture means any of the following types of fracture:

- Open fracture of the skull
- Closed fracture of the skull
- Fracture of the cheekbone
- Fracture of the jaw
- Fracture of the collar bone
- Fracture of the shoulder blade
- Fracture of the sternum
- Fracture of the arm
- Fracture of one or more ribs
- Fracture of the vertebra
- Fracture of the wrist
- Fracture of the hand (excluding fingers and thumbs)
- Fracture of the pelvis
- Fracture of the upper leg
- Fracture of the knee
- Fracture of the lower leg
- Fracture of the ankle
- Fracture of the foot (excluding toes)

Cover payment period

The length of time we'll pay your claim. This is shown on your cover summary.

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 or Incapacity

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

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.

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**.

Maximum annual benefit

The maximum annual benefit is the lower of:

- 65% of the first £15,000 of the person covered's pre-incapacity earnings plus 55% of their pre-incapacity earnings above £15,000, and
- £250,000.

For example:

If the person covered has pre-incapacity earnings of £45,000 each year, the maximum annual benefit would be calculated as

65% of £15,000 = £9,750

plus 55% of £30,000 (£45,000-£15,000) = £16,500

Total maximum annual benefit = £26,250

If the person covered has pre-incapacity earnings of £14,500 each year, the maximum annual benefit would be calculated as

65% of £14,500 = £9,425

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.

Pre-incapacity earnings

If the **person covered** is **employed** this means their total pre-tax earnings for PAYE assessment purposes in the 12 months before they became **incapacitated**.

This may include:

- the taxable value of any of the following benefits shown on form P11D that will be lost as a result of the person covered's incapacity:
 - living accommodation where they live and pay council tax
 - company car when used for private use
 - car fuel which is provided for use with their company car
 - beneficial loans including loans for travel tickets
 - insurance such as critical illness insurance, private medical insurance and accident and travel insurance
- regular bonuses and commission received by them.
- dividends received by them from a private limited company in which they and no more than three other shareholders are employed as full-time working directors. The dividend amount must:
 - represent their share in the net trading profit of that company from its normal regular business,
 - be consistent with the trading position of the company, and
 - stop being paid as a result of incapacity.

• the salary or dividends received by the **person covered**'s spouse or cohabiting partner where the **person covered** is **employed** by the same company as them. The **person covered**'s spouse's or cohabitating partner's salary would need to be a nominal amount (up to a maximum of £11,500 a year), and they do not contribute towards generating the profit of the company.

Any dividend amount received by a spouse or cohabiting partner must:

- represent their share in the net trading profit of that company from its normal regular business,
- be consistent with the trading position of the company, and
- stop being paid as a result of the person covered's incapacity.

Any salary, dividends or any form of private disability benefits being received by **the person covered's** spouse or cohabiting partner when the **person covered** meets the requirements of our definition of **incapacitated** will be treated as continuing income for the **person covered** for claims assessment purposes.

If the **person covered** is **self-employed** this means:

 their total share of pre-tax profit from their trade, profession or vocation for the purposes of Part 2 of the Income Tax (Trading and Other Income) Act 2005 for the 12 months before they became incapacitated, and

- their share of the amount of any regular or fixed payment the person covered is required to make:
 - by legislation,
 - by regulation,
 - under a contract to purchase goods or receive services, or
 - in respect of a loan, mortgage or credit agreement used to purchase premises, plant, machinery, raw materials or equipment,

that is necessary for the continuous operation of their trade, profession or vocation and has been paid for at least the last 36 months at the time the person covered first met the requirements of our definition of incapacitated, but only for so long as the person covered remains liable for those payments. This means that if the person covered is no longer liable for one or more of these payments, we'll reduce the amount that can be included as pre-incapacity earnings accordingly and we may reduce how much we'll pay.

Any amount payable:

- to or for the benefit of a person employed by the person covered under a contract of employment,
- in respect of national insurance or any tax other than:
 - business rates,
 - vehicle excise duty in respect of a vehicle used for the purposes of the person covered's trade, profession or vocation,
 - insurance premium tax, or
 - value added tax, or
- in respect of any contract to purchase goods or receive services, loan, mortgage or credit agreement entered into or renewed after the person covered first met the requirements of our definition of incapacitated, is not included.

If the **person covered's** earnings vary significantly from one year to another, for example because they are made up mainly of commission or bonuses, **we'll** use their average earnings over the last three years immediately before the claim.

Income received from savings and investments aren't included in **our** definition of **pre-incapacity earnings**.

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

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.

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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