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## Plan details for the Business Protection Menu (May 2013)

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# This booklet sets out the terms and conditions of your plan – how it works, what you can expect us to do, and what we expect you to do.

Bright Grey is a division of Royal London. The Royal London Group consists of The Royal London Mutual Insurance Society Limited and its subsidiaries.

These terms and conditions are part of the contract between you and Royal London, on behalf of Bright Grey. The contract is governed by the following documents:

- This booklet
- Each cover summary we give you which refers to the plan details for the Business Protection Menu (May 2013)
- Any endorsements to these terms and conditions that we give you
- The key facts document we send to you when your plan starts

All of these documents are proof of the terms of the contract and are important. Please keep them in a safe place.

We give this booklet to everyone when they buy a Business Protection Menu plan. Not only will it give you all the details about the covers you've bought, it will also give you important information about keeping your payments up-to-date, what to do if you want to make a change, and how to go about making a claim. It gives details of your plan, subject to any additional features shown in your cover summary. It can also be used by customers who are thinking about buying a Business Protection Menu plan and want more detailed information.

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## **SECTION A:**

# **About the Business Protection Menu**

In this section we tell you about your plan, the options available and how to tell us about changes

This section of the plan details gives you an overview of the different covers that make up the Business Protection Menu and what options are available for these covers. Unlike the rest of the booklet, it's not part of the plan's legally binding terms and conditions.

### **A1 Telling us about changes**

Please remember to tell us if:

- You stop being resident in the UK
- You change your name
- You change your address
- You change your bank account
- There's a change to any of the information given to us in connection with your application between the date you completed the application form and the date we assume risk on your plan. We'll give you a copy of your application form, and any other information we've been given, if you ask us.

It will help if you have your plan number to hand when you contact us.

You can:

- Phone us on 0845 6094 500
- Email us at [help@brightgrey.com](mailto:help@brightgrey.com)
- Fax us on 0845 6094 523
- Write to us at Customer Care Team, Bright Grey, 2 Queen Street, Edinburgh, EH2 1BG
- Visit us at [www.brightgrey.com](http://www.brightgrey.com)

If you call us, we may record or monitor your call so we have an accurate record of your instructions.

Please contact us as soon as possible if you're claiming on a cover so that we can deal with your claim as quickly as possible.

## A2 The covers

The Business Protection Menu offers a range of covers. You can choose just one cover, or a combination, to suit your own particular situation. And as your needs change, you'll be able to add or remove or adapt your covers so that they provide exactly what you need.

The cover	When it pays out
<b>Life Cover</b>	<b>If someone dies or is diagnosed with a terminal illness that meets our definition.</b>
<b>Critical Illness Cover</b>	<b>If someone is diagnosed with a critical illness or Total Permanent Disability that meets our definition.</b>
<b>Life or Critical Illness Cover</b>	<b>If someone dies, or is diagnosed with a terminal illness, critical illness or Total Permanent Disability that meets our definition.</b>
<b>Income Cover for Sickness</b>	<b>If someone can't work because of illness or injury and meets our definition of incapacitated.</b>
<b>Key Person Income Cover for Sickness</b>	<b>If someone can't work because of illness or injury and meets our definition of incapacitated.</b>
<b>Payment Cover for Sickness</b>	<b>If someone can't work because of illness or injury and meets our definition of incapacitated, we'll make their plan payments for them. We automatically add this if you choose Income Cover for Sickness or Key Person Income Cover for Sickness.</b>

If you're deciding what cover you need, the first thing you need to do is choose one or more covers from the list above. You can find all the detail about these covers in this booklet. Once you've chosen your covers, you can apply using just one application form. The covers you've chosen will then be grouped into one plan. Your plan will represent the protection you have with Bright Grey.

For tax reasons, some covers can't be combined with others in the same plan. If this happens, we'll set them up separately using a different plan number to the other covers. Each one will also be detailed on a separate cover summary (this is the document we send you confirming the cover you've bought).

## SECTION A: About the Business Protection Menu – continued

### A3 The options

Many of the covers you can choose from the Business Protection Menu include different options to make your plan even more flexible. These are shown in the table below and on the next pages.

What can vary	The options	Life Cover	Critical Illness Cover	Life or Critical Illness Cover
Which person is covered, and when we pay the cover	Single life	●	●	●
	Joint life first event	●	●	●
Term of cover	1-40 years	●		●
	5-20 years			
	5-40 years		●	
	+5 year renewable	●	●	●
Maximum amount of cover	£10,000,000	●		
	£1,000,000		●	●
	50% of pre-tax earnings			
	£150,000 each year			
	75% of gross profit attributable to person covered			
	£250,000 each year			
Maximum age when the cover starts	59			●
	64	+ ●	●	○
	83	●		
Maximum age when the cover ends	64			
	69			●
	74	+ ●	●	○
	84	●		

Income Cover for Sickness	Key Person Income Cover for Sickness	Payment Cover for Sickness	What the options mean
•	•	• •	<p>‘Single life’ means only one person is covered.</p> <p>‘Joint life’ means 2 people are covered.</p> <p>‘First event’ means we’ll only pay the first time the event happens.</p>
•	•	• •	<p>How long the cover lasts for.</p> <p>+not available on decreasing covers.</p>
• •	• •		<p>You can apply for any amount up to whichever is the lower of the amounts shown.</p> <p>Gross profit is averaged over last 3 years.</p>
•	•	•	<p>The oldest the person covered can be when the cover starts (attained age).</p> <p>+If cover is renewable.</p> <p>○Only available if your payments are reviewable.</p>
•	•	•	<p>The oldest the person covered can be when the cover ends (attained age).</p> <p>+If cover is renewable.</p> <p>○Only available if your payments are reviewable.</p>

## SECTION A: About the Business Protection Menu – continued

### A3 The options – continued

What can vary	The options	Life Cover	Critical Illness Cover	Life or Critical Illness Cover
Whether payments change or not	Guaranteed payments	•		•
	Reviewable after 5 years		•	•
Payment of the cover	Level lump sum	•	•	•
	Increasing lump sum, increasing by a selected rate (2-5%)	•	•	•
	Increasing lump sum, increasing by retail price index (RPI) (2-10%)	•	•	•
	Monthly decreasing lump sum	•	•	•
	Yearly decreasing lump sum	•	•	•
	Level income			
	Increasing income, increasing by a selected rate (2-5%)			
Increasing income, increasing by retail price index (RPI) (2-10%)				
Definition of Total Permanent Disability or incapacitated (section D)	Own occupation		•	•
	Working tasks		•	•
Deferred period	4, 13, 26 or 52 weeks			

Income Cover for Sickness	Key Person Income Cover for Sickness	Payment Cover for Sickness	What the options mean
•	•	•	<p><b>‘Guaranteed’</b> means your payments for the plan won’t change unless your cover changes.</p> <p><b>‘Reviewable’</b> means we can review the payments and may change them. Subsequent reviews will be every 5 years.</p>
•	•	•	<p><b>‘Lump sum’</b> means the cover is paid as a single amount.</p> <p><b>‘Increasing’</b> means the cover will go up each year by the rate agreed.</p> <p><b>‘Decreasing’</b> means the cover will go down each month in line with a repayment mortgage that has the interest rate shown on your cover summary (0-15%).</p> <p><b>‘Decreasing’</b> means the cover will go down each year in line with a repayment mortgage that has the interest rate shown on your cover summary (0-15%).</p> <p><b>‘Income’</b> means the cover is paid as a regular payment each month.</p>
•	•	•	<p><b>‘Own occupation’</b> means the essential duties of your own occupation (see section D).</p> <p><b>‘Working tasks’</b> means common tasks to do with work (see section D).</p>
•	•	•	<p>The time before we’ll start paying a claim if you’re not working because of illness or injury.</p>

## SECTION A: About the Business Protection Menu – continued

### A3 The options – continued

What can vary	The options	Life Cover	Critical Illness Cover	Life or Critical Illness Cover
Cover payment period	Throughout			
	1 year			
	2 years			
	3 years			
	4 years			
	5 years			
Cover increase options (section C3.2)	Increase in value of the key person	•	•	•
	Increasing your business mortgage or loan	•	•	•
	An increase in the value of a partner's or shareholding director's interest in the business	•	•	•
Additional Conditions Cover	Included automatically if you choose Critical Illness Cover or Life or Critical Illness Cover		•	•
Children's Critical Illness Cover	Included automatically if you choose Critical Illness Cover or Life or Critical Illness Cover		•	•

Income Cover for Sickness	Key Person Income Cover for Sickness	Payment Cover for Sickness	What the options mean
<ul style="list-style-type: none"> <li>•</li> <li>•</li> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>•</li> <li>•</li> <li>•</li> <li>•</li> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>	<p><b>The length of time we pay the claim.</b></p>
	<ul style="list-style-type: none"> <li>•</li> <li>•</li> <li>•</li> </ul>		<p><b>If we accept your plan on standard terms, you can increase your cover without any medical evidence if any of these events happen.</b></p>
			<p><b>Pays up to £15,000 if the person covered is diagnosed with an additional condition.</b></p>
			<p><b>Pays up to £20,000 if any of your children are diagnosed with a critical illness or Total Permanent Disability.</b></p>

## SECTION B: Paying claims

### B1 When we'll pay a claim

What's shown in the cover summary	When we'll pay a claim
If your cover summary shows you have <b>Life Cover</b>	We'll pay a claim if the person covered (or if there are 2 people covered, either of them), dies or meets our definition of terminal illness (defined in section D) during the term of the cover.
If your cover summary shows you have <b>Critical Illness Cover</b>	We'll pay a claim if, during the term of the cover, the person covered (or if there are 2 people covered, either of them): <ul style="list-style-type: none"> <li>meets our definition of any of the critical illnesses listed in section D; or</li> <li>meets our definition of Total Permanent Disability (defined in section D), if Total Permanent Disability is shown on your cover summary.</li> </ul>
If your cover summary shows you have <b>Life or Critical Illness Cover</b>	We'll pay a claim if, during the term of the cover, the person covered (or if there are 2 people covered, either of them): <ul style="list-style-type: none"> <li>dies or meets our definition of terminal illness (defined in section D);</li> <li>meets our definition of any of the critical illnesses listed in section D; or</li> <li>meets our definition of Total Permanent Disability (defined in section D), if Total Permanent Disability is shown on your cover summary.</li> </ul>
If your cover summary shows that you have <b>Critical Illness Cover, or Life or Critical Illness Cover (each a main cover), your cover automatically includes Additional Conditions Cover</b>	We'll pay a claim if, during the term of the main cover, the person covered (or if there are 2 people covered, either of them): <ul style="list-style-type: none"> <li>meets our definition of any of the additional conditions listed in section D.</li> </ul> <p>Payment of Additional Conditions Cover doesn't affect the amount of any main cover.</p>
If your cover summary shows that you have <b>Critical Illness Cover, or Life or Critical Illness Cover (each a main cover), your cover automatically includes Children's Critical Illness Cover</b>	We'll pay a claim if, during the term of the main cover, a child of the person covered (or if there are 2 people covered, a child of either of them): <ul style="list-style-type: none"> <li>meets our definition of any of the critical illnesses listed in section D; or</li> <li>meets our definition of Total Permanent Disability (defined in section D).</li> </ul> <p>Payment of Children's Critical Illness Cover doesn't affect the amount of any main cover.</p>

After we've paid a claim for Life Cover, Critical Illness Cover, or Life or Critical Illness Cover, the cover is cancelled and we won't make any further payment.

## B1 When we'll pay a claim – continued

### What's shown in the cover summary

#### If your cover summary shows you have Income Cover for Sickness

### When we'll pay a claim

We'll start paying this cover if the person covered meets our definition of incapacitated (defined in section D) for a continuous period longer than the deferred period shown in your cover summary, during the term of your cover.

We'll continue paying this cover until the earliest of the following events happens:

- the person covered no longer meets our definition of incapacitated;
- the person covered returns to any work;
- the cover payment period ends, if one is shown in the additional features of your cover summary;
- the cover ends; or
- the person covered dies.

We may ask the person covered to be examined by a doctor or relevant allied health specialist of our choice. We may ask for any other reasonable evidence we need to consider the claim, or to confirm that the person covered remains incapacitated.

#### Connected claims

A connected claim happens if we start to pay a claim, and the person covered then goes back to work but has to stop work again within the next 26 weeks. We'll treat the further period of incapacity as a connected claim and start to pay the cover straight away provided that:

- the person covered didn't go back to work against the advice of their doctor;
- the person covered is incapacitated from the same cause as the original claim;
- the person covered is still working in the same occupation at the time the further period of incapacity starts; and
- you tell us within 2 weeks of the date the person covered stops work again.

We'll only pay a connected claim for the remainder of the cover payment period if:

- there's a cover payment period shown in the additional features; and
- the person covered returns to work within this period.

We'll calculate the remainder as the cover payment period less the number of months for which your claim was paid before the person covered returned to work.

If there's a cover payment period shown in the additional features and the person covered returns to work after the end of this period, we won't pay any further claim for any cause until the person covered has returned to work continuously for at least 26 weeks.

## SECTION B: Paying claims – continued

### B1 When we'll pay a claim

What's shown in the cover summary

If your cover summary shows you have Key Person Income Cover for Sickness

When we'll pay a claim

We'll start paying this cover if the person covered meets our definition of incapacitated (defined in section D) for a continuous period longer than the deferred period shown in your cover summary, during the term of your cover.

We'll continue paying this cover until the earliest of the following events happens:

- the person covered no longer meets our definition of incapacitated;
- the person covered returns to any work;
- the employment of the person covered by the business comes to an end;
- the business stops trading;
- the cover payment period ends;
- the cover ends; or
- the person covered dies.

We may ask the person covered to be examined by a doctor or relevant allied health specialist of our choice. We may ask for any other reasonable evidence we need to consider the claim, or to confirm that the person covered remains incapacitated.

#### Connected claims

A connected claim happens if we start to pay a claim, and the person covered then goes back to work but has to stop work again within the next 26 weeks. We'll treat the further period of incapacity as a connected claim and start to pay the cover straight away provided that:

- the person covered didn't go back to work against the advice of their doctor;
- the person covered is incapacitated from the same cause as the original claim;
- the person covered is still working in the same occupation at the time the further period of incapacity starts; and
- you tell us within 2 weeks of the date the person covered stops work again.

We'll only pay a connected claim for the remainder of the cover payment period if:

- there's a cover payment period shown in the additional features; and
- the person covered returns to work within this period.

We'll calculate the remainder as the cover payment period less the number of months for which your claim was paid before the person covered returned to work.

If there's a cover payment period shown in the additional features and the person covered returns to work after the end of this period, we won't pay any further claim for any cause until the person covered has returned to work continuously for at least 26 weeks.

## B1 When we'll pay a claim – continued

### What's shown in the cover summary

#### If your cover summary shows you have Payment Cover for Sickness

### When we'll pay a claim

We'll start paying this cover if the person covered (or if there are 2 people covered, either of them), meets our definition of incapacitated (defined in section D) for longer than the deferred period, during the term of your cover.

If there's more than one person covered and both people covered meet our definition of incapacitated at the same time, we'll only cover the payment once.

We'll continue paying this cover until the earliest of the following events happens:

- the person covered no longer meets our definition of incapacitated;
- the person covered returns to any work;
- the cover ends; or
- the person covered dies.

We may ask the person covered to be examined by a doctor or relevant allied health specialist of our choice. We may ask for any other reasonable evidence we need to consider the claim, or to confirm that the person covered remains incapacitated.

#### **Connected claims**

A connected claim happens if we start to pay a claim, and the person covered then goes back to work but has to stop work again within the next 26 weeks. We'll treat the further period of incapacity as a connected claim and start to pay the cover straight away provided that:

- the person covered didn't go back to work against the advice of their doctor;
- the person covered is incapacitated from the same cause as the original claim;
- the person covered is still working in the same occupation at the time the further period of incapacity starts; and
- you tell us within 2 weeks of the date the person covered stops work again.

## SECTION B: Paying claims – continued

### B2 When we won't pay a claim

What's shown in the cover summary	When we won't pay a claim
If your cover summary shows you have Life Cover	<p>We won't pay a claim if:</p> <ul style="list-style-type: none"><li>• the claim is for death and it's the result of intentional self-inflicted injury (defined in section D) within 12 months of the date cover started or the latest restart under section C2.3 (this doesn't affect the payment of the cover to any recognised lending institution to whom the plan has been assigned for mortgage or loan purposes);</li><li>• the claim is for terminal illness and the person covered doesn't meet our definition of terminal illness (defined in section D) or meets our definition in the 12 months immediately before the date cover ends; or</li><li>• it's the result of any excluded cause shown on your cover summary.</li></ul>
If your cover summary shows you have Critical Illness Cover	<p>We won't pay a claim if:</p> <ul style="list-style-type: none"><li>• the person covered dies within 14 days of meeting one of our critical illness or Total Permanent Disability definitions;</li><li>• it's the result of intentional self-inflicted injury (defined in section D);</li><li>• the person covered doesn't meet the definition of critical illness or Total Permanent Disability in section D; or</li><li>• it's the result of any excluded cause shown on your cover summary.</li></ul>
If your cover summary shows you have Life or Critical Illness Cover	<p>We won't pay a claim if:</p> <ul style="list-style-type: none"><li>• the claim is for death and it's the result of intentional self-inflicted injury (defined in section D) within 12 months of the date cover started or the latest restart under section C2.3 (this doesn't affect the payment of the cover to any recognised lending institution to whom the plan has been assigned for mortgage or loan purposes);</li><li>• the claim is for terminal illness and the person covered doesn't meet our definition of terminal illness (defined in section D) or meets our definition in the 12 months before the date cover ends;</li><li>• the claim is for critical illness or Total Permanent Disability and it's the result of intentional self-inflicted injury (defined in section D);</li><li>• the claim is for critical illness or Total Permanent Disability and the person covered doesn't meet the definition of critical illness or Total Permanent Disability in section D; or</li><li>• it's the result of any excluded cause shown on your cover summary.</li></ul>

## B2 When won't pay a claim – continued

What's shown in the cover summary

When we won't pay a claim

If your cover summary shows you have **Critical Illness Cover, or Life or Critical Illness Cover (each a main cover)**, your cover automatically includes **Additional Conditions Cover**

We won't pay a claim if:

- it's the result of intentional self-inflicted injury (defined in section D);
- the person covered dies within 14 days of meeting an additional condition definition in section D;
- the person covered doesn't meet the definition of an additional condition in section D; or
- it's the result of any excluded cause shown on your cover summary.

If your **Critical Illness Cover** or **Life or Critical Illness Cover** is cancelled or comes to the end of its term, **Additional Conditions Cover** will no longer apply. If the person covered meets a critical illness definition in section D, we won't accept a claim under **Additional Conditions Cover**.

If your cover summary shows you have **Critical Illness Cover, or Life or Critical Illness Cover (each a main cover)**, your cover automatically includes **Children's Critical Illness Cover**

We won't pay a claim if:

- the child's condition was present at birth;
- the symptoms first arose before the child was covered, or before the latest restart under section C2.3;
- the child dies within 14 days of meeting one of our critical illness or Total Permanent Disability definitions;
- the child is under the age of 30 days or over the age of 18 years when the claim event occurs;
- the child doesn't meet the definition of critical illness or Total Permanent Disability in section D; or
- it's the result of intentional self-inflicted injury (defined in section D).

**Additional Conditions Cover** is not included in **Children's Critical Illness Cover**.

If your **Critical Illness Cover** or **Life or Critical Illness Cover** is cancelled or comes to the end of its term, **Children's Critical Illness Cover** will no longer apply.

## SECTION B: Paying claims – continued

### B2 When won't pay a claim – continued

What's shown in the cover summary

When we won't pay a claim

If your cover summary shows you have Income Cover for Sickness

We won't pay a claim if:

- it's the result of intentional self-inflicted injury (defined in section D);
- it's the result of an excluded cause shown on your cover summary;
- the person covered doesn't meet the definition of incapacitated in section D; or
- if any medical or other evidence is not supplied when we ask for it.

If the person covered is permanently resident outside of the UK, Channel Islands or Isle of Man:

- we'll cancel the cover and won't pay any claim.

You must tell us if the person covered no longer lives in the UK, Channel Islands or Isle of Man.

If the person covered is temporarily resident outside the UK, Channel Islands or Isle of Man (for example, because they're travelling on business or for pleasure, or because they've taken up a temporary secondment with the same employer):

- we'll only pay a claim for a maximum of 12 months, unless they return to the UK, Channel Islands or Isle of Man for the remainder of the duration of the claim.

You must tell us if the person covered temporarily works or resides outside the UK, Channel Islands or Isle of Man.

## B2 When won't pay a claim – continued

What's shown in the cover summary	When we won't pay a claim
<p><b>If your cover summary shows you have Key Person Income Cover for Sickness</b></p>	<p>We won't pay a claim if:</p> <ul style="list-style-type: none"><li>• it's the result of intentional self-inflicted injury (defined in section D);</li><li>• it's the result of an excluded cause shown on your cover summary;</li><li>• the person covered doesn't meet the definition of incapacitated in section D; or</li><li>• if any medical or other evidence is not supplied when we ask for it.</li></ul> <p>If the person covered is permanently resident outside of the UK, Channel Islands or Isle of Man:</p> <ul style="list-style-type: none"><li>• we'll cancel the cover and won't pay any claim.</li></ul> <p>You must tell us if the person covered no longer lives in the UK, Channel Islands or Isle of Man.</p> <p>If the person covered is temporarily resident outside the UK, Channel Islands or Isle of Man (for example, because they're travelling on business or for pleasure, or because they've taken up a temporary secondment with the same employer):</p> <ul style="list-style-type: none"><li>• we'll only pay a claim for a maximum of 12 months, unless they return to the UK, Channel Islands or Isle of Man for the remainder of the duration of the claim.</li></ul> <p>You must tell us if the person covered temporarily works or resides outside the UK, Channel Islands or Isle of Man.</p>
<p><b>If your cover summary shows you have Payment Cover for Sickness</b></p>	<p>We won't pay a claim if:</p> <ul style="list-style-type: none"><li>• it's the result of intentional self-inflicted injury (defined in section D);</li><li>• it's the result of an excluded cause shown on your cover summary;</li><li>• the person covered doesn't meet the definition of incapacitated in section D; or</li><li>• if any medical or other evidence is not supplied when we ask for it.</li></ul>

## SECTION B: Paying claims – continued

### B3 How much we'll pay

#### B3.1 How much we will pay – Life Cover, Critical Illness Cover and Life or Critical Illness Cover

What's shown in the cover summary	How much we'll pay
Cover payable as a level lump sum	We'll pay the amount of cover shown on your cover summary.
Cover payable as an increasing lump sum	We'll pay whichever of the following amounts of cover is the greater: a) the amount shown on your cover summary; b) the amount we've written to tell you following an increase.
Cover payable as a decreasing lump sum, and the cover decreases monthly	We'll pay a lump sum equal to the amount of capital that would have been outstanding on a loan or mortgage if: <ul style="list-style-type: none"><li>• the loan or mortgage was equal to the amount of cover on the date cover started;</li><li>• it had a term equal to the term of the cover;</li><li>• it had a yearly interest rate equal to that shown in the additional features; and</li><li>• equal monthly repayments sufficient to repay the loan or mortgage over the term of the cover had been made between the date the cover started and the date the claim becomes payable.</li></ul> <p>The amount of cover will therefore decrease each month.</p> <p>We won't pay any arrears or interest outstanding at the date the claim is paid. You'll be liable for any arrears or interest outstanding, as they're not covered under this plan.</p> <p>The amount of cover may not be sufficient to pay off the loan or mortgage if the interest rate of the loan or mortgage has changed.</p>

## B3 How much we'll pay – continued

### B3.1 How much we will pay – Life Cover, Critical Illness Cover and Life or Critical Illness Cover – continued

What's shown in the cover summary

How much we'll pay

Cover payable as a decreasing lump sum, and the cover decreases yearly

We'll pay a lump sum equal to the amount of capital that would have been outstanding on a loan or mortgage if:

- the loan or mortgage was equal to the amount of cover on the date cover started;
- it had a term equal to the term of the cover;
- it had a yearly interest rate equal to that shown in the additional features; and
- equal yearly repayments sufficient to repay the loan or mortgage over the term of the cover had been made between the date the cover started and the date the claim becomes payable.

The amount of cover will therefore decrease each year.

We won't pay any arrears or interest outstanding at the date the claim is paid. You'll be liable for any arrears or interest outstanding, as they're not covered under this plan.

The amount of cover may not be enough to pay off the loan or mortgage if the interest rate of the loan or mortgage has changed.

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

## SECTION B: Paying claims – continued

### B3 How much we'll pay – continued

#### B3.2 How much we'll pay – Additional Conditions Cover

##### What's shown in the cover summary

If your cover summary shows you have **Critical Illness Cover, or Life or Critical Illness Cover (each a main cover)**, your cover automatically includes **Additional Conditions Cover**

##### How much we'll pay

For any main cover in force at the time Additional Conditions Cover becomes payable, we'll pay whichever of the following amounts is lower:

- 20% of the amount of cover at the date we accept the Additional Conditions Cover claim; or
- £15,000.

We'll pay Additional Conditions Cover as a lump sum.

If your plan includes more than one main cover, the limits detailed above apply to the total amount of all these covers, and we'll make only one payment for each person covered for each additional condition.

The above limits apply across all plans you have or had with us:

- on the life of the same person where these provide or provided the same or similar Additional Conditions Cover and we'll make only one payment for each person covered for each additional condition.

We'll work out the amount of cover as at the date the claim becomes payable. This means that if your main cover is payable as a decreasing lump sum, the amount of Additional Conditions Cover will be based on the amount your main cover has decreased to at the date the claim becomes payable. Any change to the amount of cover after this time won't be taken into account.

If the person covered meets a critical illness definition in section D, we won't accept a claim under Additional Conditions Cover.

If we pay an Additional Conditions Cover claim, we won't pay any further claim for that condition in respect of that person covered, but you may still make a claim in relation to that person covered for any of the other additional conditions.

If we pay a claim under a main benefit, we won't pay a claim for Additional Conditions Cover in respect of the same person covered.

Any claim for Additional Conditions Cover won't affect the amount of your main cover.

## B3 How much we'll pay – continued

### B3.3 How much we'll pay – Children's Critical Illness Cover

What's shown in the cover summary

How much we'll pay

If your cover summary shows you have Critical Illness Cover, or Life or Critical Illness Cover (each a main cover), your cover automatically includes Children's Critical Illness Cover

For any main cover in force at the time Children's Critical Illness Cover becomes payable, we'll pay whichever of the following amounts is lower:

- 50% of the amount of cover shown on your cover summary; or
- £20,000.

If your plan includes more than one main cover, the limits detailed above apply to the total amount of all these covers, and we'll make only one payment for any child.

The above limits apply across all plans you have or had with us:

- on the life of the same person where these provide or provided the same or similar Children's Critical Illness Cover and we'll make only one payment for any child; or
- on the lives of different people and these provide or provided the same or similar Children's Critical Illness Cover and we'll make only one payment for each child under each plan.

We'll work out the amount of cover as at the date the claim becomes payable. This means that if your main cover is payable as a decreasing lump sum, the amount of Children's Critical Illness Cover will be based on the amount your main cover has decreased to at that time. Any change to the amount of cover after this won't be taken into account.

## SECTION B: Paying claims – continued

### B3 How much we'll pay – continued

#### B3.4 How much we'll pay – Income Cover for Sickness

What's shown in the cover summary	How much we'll pay
Level regular payments	<p>We'll pay 1/12th of whichever of the following amounts is lower:</p> <ul style="list-style-type: none"><li>• the amount of cover shown on your cover summary; or</li><li>• the pre-incapacity earnings of the person covered multiplied by 50% (the maximum percentage of pre-incapacity earnings shown in the additional features of your cover summary).</li></ul>
Increasing regular payments	<p>We'll pay 1/12th of whichever of the following amounts is lower:</p> <ul style="list-style-type: none"><li>• 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</li><li>• the pre-incapacity earnings of the person covered multiplied by 50% (the maximum percentage of pre-incapacity earnings shown in the additional features of your cover summary).</li></ul> <p>This amount of cover will continue to increase on each anniversary of the date the plan started by the rate shown in the additional features.</p> <p>If at the time of a claim the person covered is not in work, the amount we'll pay is also subject to a maximum of £1,400 a month.</p> <p>We'll pay this monthly in arrears.</p> <p>If you have any other plan with us or with any other company which provides what we judge to be similar covers, or if the person covered continues to receive earnings from any form of employment or self-employment or payments from any pension arrangement while they're incapacitated, and the income from this plan together with the income from those other sources would exceed 50% of pre-incapacity earnings, we'll reduce the amount we pay so that the total income that you receive equals 50% of pre-incapacity earnings.</p> <p>Similar covers include, but are not limited to, any other plan that in the event of incapacity of the person covered:</p> <ul style="list-style-type: none"><li>• replaces all or part of the pre-incapacity earnings of the person covered;</li><li>• makes payments to any mortgage, loan, credit agreement or credit card on behalf of the person covered; or</li><li>• makes contributions to any pension arrangement on behalf of the person covered.</li></ul>

## B3 How much we'll pay – continued

### B3.4 How much we'll pay – Income Cover for Sickness – continued

#### **How much we'll pay if the person covered goes back to their own occupation on a part-time basis**

If we've been paying a claim, and the person covered goes back to work in their own occupation but on a part-time basis with reduced earnings as a direct result of their illness or injury, we'll pay a reduced amount of cover. We'll use the following formula to work out the reduced amount of cover:

$$\frac{(\text{pre-incapacity earnings} - \text{reduced earnings}) \times \text{normal cover}}{\text{pre-incapacity earnings}}$$

In this formula 'normal cover' means the amount of cover we'd pay if the person covered remained incapacitated and wasn't working. Where the reduced earnings vary the amount paid under this cover will also vary. We'll need evidence of the reduced earnings.

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

- goes back to work for less than 30 hours each week;
- was working for more than 30 hours each week before their incapacity; and
- has earnings from part-time work which are less than their earnings when they became incapacitated.

We'll continue to pay a reduced amount of cover based on this formula until the earliest of the following events happens:

- the person covered returns to working their full contractual hours (full-time work);
- the earnings from part-time work of the person covered are more than their pre-incapacity earnings;
- we've paid this reduced amount of cover for a period of 12 months;
- the cover payment period ends (if there's a cover payment period shown in the additional features on your cover summary);
- the cover ends; or
- the person covered dies.

## SECTION B: Paying claims – continued

### B3 How much we'll pay – continued

#### B3.4 How much we'll pay – Income Cover for Sickness – continued

##### **How much we'll pay if the person covered goes back to work in a different occupation**

If the person covered is incapacitated, but returns to work in a different occupation with lower earnings, we'll pay a reduced amount of cover. We'll use the following formula to work out the reduced amount of cover:

$$\frac{(\text{pre-incapacity earnings} - \text{reduced earnings}) \times \text{normal cover}}{\text{pre-incapacity earnings}}$$

In this formula 'normal cover' means the amount of cover we'd pay if the person covered remained incapacitated and wasn't working. Where the reduced earnings vary the amount paid under this cover will also vary. We'll need evidence of the reduced earnings.

We'll pay this benefit provided that the person covered:

- remains incapacitated; and
- has earnings from the different occupation which are less than their earnings when they became incapacitated.

We'll continue to pay a reduced amount of cover based on this formula until the earliest of the following events happens:

- the earnings from the different occupation of the person covered are more than their pre-incapacity earnings;
- the cover payment period ends (if there's a cover payment period shown in the additional features on your cover summary);
- the cover ends; or
- the person covered dies.

We work out the amount of cover as at the date the person covered meets our definition of incapacitated. We won't take into account any change to the amount of cover after this date, other than the one under section C3.1 increasing cover.

## B3 How much we'll pay – continued

### B3.5 How much we'll pay – Key Person Income Cover for Sickness

What's shown in the cover summary	How much we'll pay
Level regular payments	<p>We'll pay 1/12th of whichever of the following amounts is lower:</p> <ul style="list-style-type: none"><li>• the amount of cover shown on your cover summary; or</li><li>• the pre-incapacity profit attributable to the person covered multiplied by 75% (the maximum percentage of pre-incapacity profit shown in the additional features of your cover summary).</li></ul>
Increasing regular payments	<p>We'll pay 1/12th of whichever of the following amounts is lower:</p> <ul style="list-style-type: none"><li>• 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</li><li>• the pre-incapacity profit attributable to the person covered multiplied by 75% (the maximum percentage of pre-incapacity profit shown in the additional features of your cover summary).</li></ul> <p>This amount of cover will continue to increase on each anniversary of the date the plan started by the rate shown in the additional features.</p> <p>We'll pay this monthly in arrears.</p> <p>If you have any other plan with us or with any other company which provides what we judge to be similar covers and the income from this plan together with the income from those other plans would exceed 75% of pre-incapacity profit attributable to the person covered, we'll reduce the amount we pay so that the total income that you receive equals 75% of pre-incapacity profit attributable to the person covered.</p> <p>Similar covers include, but are not limited to, any other plan that in the event of incapacity of the person covered replaces all or part of the pre-incapacity profit attributable to the person covered.</p>

## SECTION B: Paying claims – continued

### B3 How much we'll pay – continued

#### B3.5 How much we'll pay – Key Person Income Cover for Sickness – continued

##### **How much we'll pay if the person covered goes back to their own occupation on a part-time basis**

If we've been paying a claim, and the person covered goes back to work in their own occupation but on a part-time basis with reduced hours as a direct result of their illness or injury, we'll pay a reduced amount of cover. We'll use the following formula to work out the reduced amount of cover:

$$\frac{(\text{pre-incapacity profit} - \text{reduced profit}) \times \text{normal cover}}{\text{pre-incapacity profit}}$$

In this formula 'normal cover' means the amount of cover we'd pay if the person covered remained incapacitated and wasn't working. Where the reduced profits vary the amount paid under this cover will also vary. We'll need evidence of the reduced profit.

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

- goes back to work for less than 30 hours each week;
- was working for more than 30 hours each week before their incapacity; and
- the profit attributable to the person covered is less than the profit attributable to them when they became incapacitated.

We'll continue to pay a reduced amount of cover based on this formula until the earliest of the following events happens:

- the person covered returns to working their full contractual hours (full-time work);
- the profits attributable to the person covered are more than the pre-incapacity profit attributable to the person covered;
- we've paid this reduced amount of cover for a period of 12 months;
- the employment of the person covered by the business comes to an end;
- the business stops trading;
- the cover payment period ends;
- the cover ends; or
- the person covered dies.

We work out the amount of cover as at the date the person covered meets our definition of incapacitated. We won't take into account any change to the amount of cover after this date, other than the one under section C3.1 increasing cover.

## B3 How much we'll pay – continued

### B3.6 How much we'll pay – Payment Cover for Sickness

What's shown in the cover summary

How much we'll pay

Payment Cover for Sickness

We'll make your cover payments for you.

There's more information that applies to the covers in:

Section C1:

How to make a claim

Section C2:

Your payments for your plan

Section C3:

Changing your plan

Section C4:

General terms and conditions

Section D:

Definitions of the words we use

# SECTION C:

## Operating your plan

### C1 How to make a claim

This section of the plan details applies to all plans.

#### C1.1 How to make a claim

If you, or those representing you, think that you have a valid claim on your plan, you or they should:

- 1 Phone us on 0845 6094 500
- 2 Fill out the claim form that we'll send and send it back to us with any other documents we ask for
- 3 Continue to make your payments

Depending on the nature of the claim, we may need one or more of the following:

- The birth, marriage or death certificate of the person covered
- Any other evidence of a change of name
- Medical evidence relating to the person covered which may include full medical records
- Evidence of the income of the person covered
- Evidence of the profit attributable to the person covered
- Evidence of the amount and status of your mortgage

We'll tell you when you phone us which of these we need, and if we need anything else.

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

All diagnoses must:

- be made by a consultant employed at a hospital within the geographical limits shown below who is a specialist in an area of medicine appropriate to the cause of the claim;
- be the first and unequivocal diagnosis of terminal illness, a critical illness, Total Permanent Disability or an additional condition; and
- be confirmed by our chief medical officer.

For all claims except death claims, we'll restrict claims to certain parts of the world.

This means that if the person covered is living or working outside the UK and you need to make a claim, the person covered may have to return to one of the following countries:

- The UK
- Australia
- Austria
- Belgium
- Canada
- Channel Islands
- Cyprus
- Czech Republic
- Denmark
- Estonia
- Finland
- France
- Germany
- Gibraltar
- Greece
- Hong Kong
- Hungary
- Iceland
- Ireland
- Isle of Man
- Italy
- Japan
- Latvia
- Lithuania
- Luxembourg
- Malta
- The Netherlands
- New Zealand
- Norway
- Poland
- Portugal
- Slovakia
- Slovenia
- Spain
- Sweden
- Switzerland
- USA

## **C1 How to make a claim – continued**

### **C1.1 How to make a claim – continued**

There are further restrictions for payment of Income Cover for Sickness and Key Person Income Cover for Sickness which are set out in section B2.

We reserve the right to stop paying a claim, or not to pay it, if you don't provide any evidence we ask for or if the information provided is inaccurate or incomplete.

By submitting your completed application form, you warrant that the information you've given us is complete and honest, especially in relation to our questions about the health of the person covered. You agree to tell us if there's any change to the information you've given us between the date you completed your application form and the date we assume risk on your plan. If, when you make a claim, we find out the information you or the person covered gave us was inaccurate or incomplete, we reserve the right to stop paying a claim or not to pay it.

### **C1.2 Who we'll pay the cover to**

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

Normally we'll pay the cover to the plan owner or, if the plan owner has died, to their personal representatives. Personal representatives must send us an original Grant of Representation or Confirmation before we'll pay any cover to them. We'll return this when we pay the claim.

If the plan has been assigned we'll pay the cover to the assignee. Assignees must send us the original deed of assignment before we'll pay any cover to them.

If the plan is under trust, we'll pay the cover to the trustees. The trustees must then follow the terms of the trust to distribute the money to the chosen beneficiaries. Trustees must send us the original trust deed and any deeds altering the trust before we pay any cover to them. We'll return these when we pay the claim.

## SECTION C: Operating your plan – continued

### C2 Your payments for your plan

#### C2.1 When you need to make payments for your plan

##### First payment

Your first payment becomes payable on the date your plan starts. We'll collect this on or shortly after the date the plan starts, by direct debit or any other means that we've agreed with you.

##### Last payment

The date of the last payment is shown on your cover summary. Payments for any cover will also end if the cover is cancelled.

##### All other payments

If you're paying monthly:  
you must make a payment each month between the first payment and the last payment. These are payable on the same day each month as the day your plan starts. You can ask us and we may agree to collect your payment on any other day of the month you choose between the 1st and the 28th day.

If you're paying yearly:  
you must make a payment each year between the first payment and the last payment. These are payable on the same day each year as the date the plan starts. You can ask us and we may agree to collect your payment on any other day you choose within the same month.

#### C2.2 What happens if you don't make your payment

If you don't make your first payment, your plan won't start and you won't be covered.

If a subsequent payment remains unpaid for more than 5 weeks from the date it's payable, we'll cancel your plan and you'll no longer be covered. We'll write to you to confirm that your plan is cancelled.

#### C2.3 Restarting your plan

If we cancel your plan because you didn't make your payment, you may ask us to restart it. When you ask we'll tell you what we need to restart your plan. There may be times when we're not able to restart your plan and if this happens, we'll explain our decision to you.

## C2 Your payments for your plan – continued

### C2.4 When and how we may change your payment to us

Guaranteed payments for covers which are payable as a level lump sum, a decreasing lump sum or level regular payments

We guarantee that provided you make your payments on time, your payment for this cover will stay the same unless you ask for a change to the cover.

Guaranteed payments for covers which are payable as an increasing lump sum or increasing regular payments

We guarantee that provided you make your payments on time, your payment for this cover will stay the same, apart from the changes described in section C2.5, unless you ask for a change to the cover.

Reviewable payments

We guarantee that your payments for this cover won't change for at least the number of years shown on your cover summary from the date the cover started. At the end of this period we'll review the payment for this cover every 5 years.

In working out your payment for a cover we make assumptions about certain factors.

These factors include:

- The future level of claims we pay
- The amounts of money we'll pay to reinsurance companies with whom we share the costs of claims
- The number of plan owners who give up their plans early
- Our expenses
- Inflation
- Investment returns
- Taxes
- The amount of money we need to hold as financial reserves

When we review your payment, we'll reassess these assumptions and consider whether the combined effect of changes to them has been better or worse than we'd assumed. We'll also assess what's likely to happen in future. We'll then work out how, and if, the payment for the cover needs to be adjusted (either upwards or downwards) to take account of this.

While your revised payment will always fairly reflect the changes to the factors, it may be significantly more than your original payment and there's no limit to how much the increase may be.

Any change will take effect from the anniversary of the date the plan started and we'll tell you at least a month before we make any change.

If any cover to which this applies is an increasing cover, section C2.5 will also apply to the payment for that cover.

## SECTION C: Operating your plan – continued

### C2 Your payments for your plan – continued

#### C2.5 Increasing lump sum cover and increasing regular payments cover

On each anniversary of the date the plan started your payment for any increasing lump sum or increasing regular payments cover will increase. The amount of the increase will depend on:

- The amount of the increase in the amount of cover
- The age of the person covered at the date of increase
- The remaining term of the cover
- The payment rates we charged at the date cover started
- Any additional payment you're making because we didn't accept your plan on standard terms

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

### C3 Changing your plan

#### C3.1 Increasing cover

This only applies to any cover that's payable as an increasing lump sum or increasing regular payments.

On each anniversary of the date the plan started, the amount of cover will increase by the rate shown in the additional features.

If the additional features state that the amount of cover increases by the retail price index, this means 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 3 months before the anniversary of the date the plan started, subject to a minimum of 2% and a maximum of 10%.

If the date cover started is not the same day in the year as the date the plan started, the first increase will take place on the first anniversary of the date the plan started after this cover has been in force for 12 months.

We'll write to you at least a month before the increase takes place to tell you how much the increase will be and how much your new payment will be. If you don't want the amount of your cover to increase, you must tell us at least 5 days before the increase is due to take place and we'll cancel the increase. If we cancel 2 consecutive increases we won't offer you any further increases.

If, as a result of an increase, the total amount of cover on all plans you have with us would be more than the maximum amounts shown below, your cover won't increase. We'll tell you if this happens.

Maximum amounts

Life Cover – £15,000,000

Critical Illness Cover – £3,000,000

Life or Critical Illness Cover – £3,000,000

## C3 Changing your plan – continued

### C3.1 Increasing cover – continued

When working out your total amount of cover we include:

- All cover you have in this plan and any other plan you have with us
- The current amount of any cover payable as a decreasing lump sum
- The commuted value of any cover payable as regular payments. The commuted value is the amount we'd pay you as a lump sum instead of regular payments, if you asked us to.

### C3.2 Cover increase options

This only applies to any Life Cover, Life or Critical Illness Cover, Critical Illness Cover or Key Person Income Cover for Sickness if we accepted your plan on standard terms.

The person covered must be under 55 at the time of the increase. If there's more than one person covered, both of them must be under 55.

You must take up these options within 3 months of each event happening.

We don't need any further medical evidence, but we'll need to see evidence including financial evidence of the event.

These options don't apply to any cover or plan which was taken out under a cover increase option.

You can't use these options if we told you the terms of your plan were non-standard, for example we increased your payment or applied an exclusion to your cover.

You can't increase your cover using this option if we're currently paying a claim, considering a claim or if the person covered, or a child of the person covered, has received a diagnosis from a member of the medical profession of a condition that would allow you to make a claim under this plan. If the person covered suffers the onset of symptoms before you take up the option and in the opinion of our chief medical officer those symptoms form part of a medically accepted sequence of symptoms that directly leads to a claim, we'll limit the payment under the option to a return of premiums paid.

You can't increase your cover using this option if you're not resident in the UK, Channel Islands or Isle of Man.

You can't increase Key Person Income Cover for Sickness using this option within 12 months of us stopping paying a claim or if the person covered is incapacitated.

If you took out your plan to protect a business from the loss of a key person, you can increase your cover following an increase in value of a key person based on an increase in salary or increase in gross profits attributable to that person. You can increase by a maximum of:

- 5 times the amount of the increase in salary, or
  - twice the increase in gross profits attributable to that person,
- subject to the limits below.

If you took out your plan in connection with a business mortgage or loan you can increase your cover following an increase to your business mortgage or loan (but not increasing an overdraft). You can increase by the amount you increase your mortgage or loan subject to the limits below.

## SECTION C: Operating your plan – continued

### C3 Changing your plan – continued

#### C3.2 Cover increase options – continued

If you took out your plan in connection with a partnership or directors' share purchase arrangement, you can increase your Life Cover, Life or Critical Illness Cover or Critical Illness Cover following an increase in the value of a partner's or shareholding director's interest in the business. You can increase by the amount of the increase subject to the limits below.

You can increase your cover on more than one occasion but the maximum increase for all events is limited to whichever of the following amounts is lower:

- half of the original amount of cover; or
- £150,000 for Life Cover, Critical Illness Cover or Life or Critical Illness Cover; or
- £10,000 a year for Key Person Income Cover for Sickness.

If you have more than one cover or more than one plan with us, these limits apply across all of those covers and plans and not separately to each of them.

If you increase Key Person Income Cover for Sickness using this option, it's further limited so that your total cover after the increase is not more than the lower of:

- the maximum percentage of profits attributable to the person covered shown on your cover summary; or
- the maximum amount of cover we allow at that time.

The increase in cover will:

- be on the terms and conditions that we offer at that time;
- have a term no longer than the remaining term of the original cover or shorter than the minimum term we offer for that cover at that time – if the remaining term of the original cover is less than the minimum, you won't be able to use this option; and
- include the same additional features as the original cover.

We'll base your payment for the new cover on:

- the terms which applied at the date the original cover started or at any subsequent restart under section C2.3;
- the age of the person covered at the date the increase in cover starts; and
- the payment rates and plan charge at the date the increase in cover starts.

#### C3.3 Renewable option

This applies to any Life Cover, Critical Illness Cover or Life or Critical Illness Cover if in the additional features section on your cover summary it shows that the term of the cover is renewable. These covers are referred to as the 'original cover' throughout the rest of this section C3.3.

At the date cover ends on the original cover you have the option to take out a new cover with a term of 5 years without giving any further information about the health of the person covered.

## **C3 Changing your plan – continued**

### **C3.3 Renewable option – continued**

We'll write to you at least a month before the date cover ends on the original cover to ask you whether you wish to take out the new cover. You must tell us at least 5 days before the date cover ends on the original cover that you want to use this option. If you don't tell us, the original cover will lapse on the date cover ends and we won't pay any claim for an event that happens after that date.

The amount of the new cover will be the same as the amount of the original cover unless section C3.1 increasing cover applies. If section C3.1 applies, the amount of cover will be the amount that your original cover would have increased to under section C3.1.

If the age of the person covered at the end of 5 years would be more than the maximum we allow at that time, the new cover will have a term equal to the whole number of years between the cover end date and the date the person covered reaches the maximum age. If this term is less than our minimum term, you can't use this option and your cover will lapse on the date cover ends.

We'll base your payment for the new cover on:

- the terms which applied at the date cover started or at any subsequent restart under section C2.3;
- the age of the person covered at the date the new cover starts; and
- payment rates we charged at the date the original cover started.

### **C3.4 Lifestyle review**

If we accepted any cover on non-standard terms or charged smoker rates and the person covered makes a change to their lifestyle which reduces the likelihood of a claim, you can ask us to review your payments for that cover. For example, if the person covered was a smoker when the plan started and they give up smoking, you can ask us to review your payments. The person covered must provide such evidence of the change they've made as we may reasonably ask for.

If we're able to, we'll reduce your payments to reflect the new lifestyle of the person covered. However, the cover won't include the cover increase options in section C3.2 if it was originally accepted on non-standard terms.

There will be times when we're unable to reduce your payments even though the person covered has changed their lifestyle. We'll explain our decision to you if this is the case.

### **C3.5 Changing your plan in other ways**

You can ask us to change your plan in other ways at any time. For example, you may want to add a new cover or reduce an existing cover. If none of the options in sections C3.1 or C3.2 apply we may need to ask the person covered for new medical evidence. We'll tell you what we need when you tell us how you want to change your plan.

You can't add a new cover or increase an existing cover if you're no longer resident in the UK, Jersey, Guernsey or Isle of Man.

## SECTION C: Operating your plan – continued

### C4 General terms and conditions

#### C4.1 Source of covers

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

#### C4.2 Membership of Royal London

This plan doesn't entitle you to membership of The Royal London Mutual Insurance Society Limited.

#### C4.3 Cancelling your plan

When your plan starts you have the right to change your mind and cancel your plan. You have 30 days from the date you receive your cover summary and plan details to cancel your plan. If you cancel in this time we'll refund any payments you've made to us. You can cancel your plan by giving written notice to us at Bright Grey.

You may cancel your plan at any other time by giving written notice to us at Bright Grey. You should also contact your bank to cancel your direct debit instruction.

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

If you cancel, your plan will end on the day your next payment to us would otherwise be payable, and we won't refund any payments you've made to us. You'll therefore still be covered by your plan until this date. This means that although you've asked us to cancel your plan, you may need to make a final payment to us if you've asked us to collect your payments on a different day to that on which they become payable.

For example if

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

then

- you must make the payment due on 1 April because this became payable before you asked us to cancel your plan,
- we'll collect this on 15 April because you've asked us to collect your payments on that day, and
- we'll cancel your plan on 1 May because this is the first day on which a payment would otherwise have been payable.

If you don't make your final payment

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

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

## **C4 General terms and conditions – continued**

### **C4.4 Cash value**

The plan doesn't have any cash value at any time.

### **C4.5 Paying claims**

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

### **C4.6 Interest**

We'll pay interest if payment of any claim is delayed by more than 2 calendar months after the claim event. The rate of interest shall be reasonably determined by Royal London on receiving advice from an actuary responsible for advising the directors of Royal London on discretionary or technical aspects of the management of its long-term insurance business.

### **C4.7 Exercise of discretion**

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

### **C4.8 How we use your personal information**

We (The Royal London Mutual Insurance Society Limited and our businesses and divisions of which Bright Grey is one) will use your personal information for:

- Providing and developing our products and services
- Improving customer care
- Verifying your identity and preventing fraud
- Research and analysis
- Marketing
- Legal and regulatory reasons
- Administering your plan

This information may come from you directly, from your approved intermediary or from other sources such as your doctor or credit reference agencies with your consent. We'll keep your personal information for a reasonable period for these purposes and you consent to the overseas transfer of your information for these purposes.

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 share information about you with other companies within the Royal London Group, our service providers and agents and third parties such as auditors, underwriters, reinsurers, medical agencies, identity authentication and fraud prevention agencies, other financial institutions and legal and regulatory bodies.

We may share information about you with your approved intermediary for research and analysis to enable us to better target our products and services. We won't share this information if you ask us not to on the application form for your plan.

## SECTION C: Operating your plan – continued

### C4 General terms and conditions – continued

#### C4.8 How we use your personal information – continued

We may contact you by mail, telephone, 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. We won't do this where you've indicated on your application form for your plan that you don't wish to receive these communications.

To help us to make credit decisions about you, to prevent fraud, to check your identity and to prevent money laundering, we may search the files of credit reference and fraud prevention agencies who will record any credit searches on your file. We may also disclose details of how you conduct your account to such agencies. The information will be used by other credit grantors for making credit decisions about you and the people with whom you're financially associated, for fraud prevention, money laundering prevention and occasionally for tracing debtors.

We may monitor and record telephone calls and keep them for training and quality assurance and to ensure that we have an accurate record of your instructions. If you give us information about another person, you confirm that they've appointed you to act for them to consent to the processing of their personal data (including sensitive personal data) and that you've told them who we are and how and why we'll use their personal data (as set out above).

You have the right to ask for a copy of the information we hold on you, for which we are entitled to charge a small administrative 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'd like to receive our marketing communications by some but not all of the above methods, please:

**phone us** on 0845 6094 500

**email us** at [help@brightgrey.com](mailto:help@brightgrey.com)

or **write to us** at:

Customer Care Team

Bright Grey

2 Queen Street

Edinburgh

EH2 1BG

#### C4.9 When we may change the terms and conditions applying to your plan or cancel your plan

C4.9.1 We may make changes to the terms and conditions applying to your plan (including your payments to us) in the circumstances set out in sections C4.9.2 to C4.9.5 below or we may cancel your plan in the circumstances set out in section C4.9.2. We will, where appropriate, take account of actuarial advice when we do so.

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

## **C4 General terms and conditions – continued**

### **C4.9 When we may change the terms and conditions applying to your plan or cancel your plan – continued**

- C4.9.2 We may make changes to the terms and conditions applying to your plan (including your payments to us) or cancel your plan if:
- you or the person covered don't tell us about changes to any of the answers given in your application, or to information provided in relation to your application, between the date it was completed and the date we assume risk on your plan;
  - the person covered doesn't provide their consent for us to ask for medical information within 6 months of the start of the plan from any doctor they've consulted about their physical or mental health to check the accuracy of any statement made in, or in connection with, your application;
  - any statement made in, or in connection with, your application is inaccurate or misleading and this affects our assessment of the insurance risk;
  - we find that you or the person covered have not told us something that affects your cover;
  - you don't keep your plan payments up to date;
  - you have Income Cover for Sickness or Key Person Income Cover for Sickness and the person covered moves abroad permanently. If we cancel your Income Cover for Sickness, we'll also cancel your Payment Cover for Sickness that's automatically added unless your plan includes any other cover.
- C4.9.3 We may make changes to the terms and conditions applying to your plan (including your payments to us) that we reasonably consider are proportionate in the circumstances if, because of a change in legislation, regulation or established practice in relation to such legislation or regulations, or any relevant change or circumstance beyond our control:
- it becomes impracticable or impossible to give full effect to the terms and conditions applying to your plan;
  - failing to make the change could, in our reasonable opinion, result in Royal London's policyholders not being treated fairly; or
  - the way that we're taxed or the way that your plan is taxed is changed.
- C4.9.4 We may make changes to the terms and conditions applying to your plan (including your payments to us) 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.
- C4.9.5 We may make changes to the terms and conditions applying to your plan (including your payments to us) if we become aware of any error or omission in this plan details booklet. We'll only make such changes to bring the plan details booklet into line with your cover summary or the key facts document relevant to your plan.

### **C4.10 Contract**

The contract between you and Royal London consists of these terms and conditions, which we may amend as we reasonably consider is proportionate in the circumstances in accordance with sections C2 and C3 and clause C4.9, any additional terms and conditions detailed in the cover summary, the key facts document we send to you when your plan starts, and any endorsement. Where there's a conflict between these terms and any of the terms set out in the cover summary, those terms set out in the cover summary will prevail.

## SECTION C: Operating your plan – continued

### C4 General terms and conditions – continued

#### C4.11 Mis-statement of age

If when you took out your plan we were told the person covered is older than they really are, we'll reduce the payments to the amount that would have been charged if we'd been told their correct age and refund any overpayment you've made.

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

#### C4.12 Change of occupation

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

#### C4.13 Complaints

We hope that you'll never have reason to complain, but if you do, you can write to our Customer Care Team at:

Bright Grey  
2 Queen Street  
Edinburgh  
EH2 1BG  
**phone us** on 0845 6094 500  
**email us** at [help@brightgrey.com](mailto:help@brightgrey.com)

We'll always try to resolve complaints as quickly as possible. If we're unable to deal with a complaint within 5 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 at the following address:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
telephone: 0800 0234 567 (free from a UK landline)  
telephone: 0300 1239 123 (free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02)  
email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## **C4 General terms and conditions – continued**

### **C4.13 Complaints – continued**

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 right to take legal proceedings.

### **C4.14 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.

### **C4.15 Law**

The law of England and Wales applies to this plan.

### **C4.16 Notices of assignment**

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

Customer Care Team  
Bright Grey  
2 Queen Street  
Edinburgh  
EH2 1BG

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

### **C4.17 Rights of third parties**

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

## SECTION D: Definitions of the words we use

### Additional conditions

We'll pay if the person covered is diagnosed with one of the following additional conditions.

All diagnoses must:

- be made by a consultant at a hospital within the geographical limits shown in section C1 who is a specialist in an area of medicine appropriate to the cause of the claim;
- be the first and unequivocal diagnosis of the additional condition; and
- be confirmed by our chief medical officer.

### **Accident hospitalisation – requiring a hospital stay for 28 consecutive days**

An accident that results in physical injury which requires the person covered to stay in hospital for 28 consecutive days or more on the advice of an appropriate medical specialist.

For the above definition the following is not covered:

- an accident as a result of drug or alcohol intake or other self-inflicted means.

### **Ductal carcinoma in situ**

The undergoing of a mastectomy, partial mastectomy, segmentectomy or lumpectomy operation on the advice of a consultant oncologist following a histologically confirmed diagnosis of ductal carcinoma in situ (DCIS) of the breast.

Specifically excluded are:

- mastectomy, partial mastectomy, segmentectomy or lumpectomy operations for reasons other than DCIS, for example, prophylactic mastectomy or lobular carcinoma in situ (LCIS).

### **Low grade prostate cancer – of specified severity**

Tumours of the prostate histologically classified as having a Gleason score between 2 and 6 inclusive, provided:

- the tumour has progressed to at least clinical TNM classification TINOMO, and
- treatment included the complete removal of the prostate or external beam or interstitial implant radiotherapy.

For the above definition the following are not covered:

- treatment of the tumour by any procedures other than complete removal of the prostate, external beam or interstitial implant radiotherapy. For example:
  - cases treated with cryotherapy,
  - other less radical treatment such as transurethral resection of the prostate,
  - 'experimental' treatments, or
  - hormone therapy.

### **Third degree burns – covering at least 10% but less than 20% of the body's surface area or at least 25% but less than 50% surface area of the face**

Burns that involve damage or destruction of the skin to its full depth through to the underlying tissue and covering at least 10% and less than 20% of the body's surface area, or at least 25% and less than 50% of the surface area of the face which for the purpose of this definition includes the forehead and ears.

### **Appropriate medical specialist**

For the purposes of this plan is a consultant employed at a hospital within the geographical limits shown in section C1 who is a specialist in an area of medicine appropriate to the cause of the claim.

### **Bright Grey**

Bright Grey is a division of Royal London. The Royal London Group consists of The Royal London Mutual Insurance Society Limited and its subsidiaries.

### **Child**

- a) a natural child of a person covered, between the ages of 30 days and 18 years;
- b) any child who is legally adopted by a person covered, between the ages of 30 days and 18 years;
- c) any child who resides with and is financially dependent on the person covered, between the ages of 30 days and 18 years.

### **Covers**

The different types of insurance you can choose within the Business Protection Menu, that is:

- Life Cover
- Critical Illness Cover
- Life or Critical Illness Cover
- Income Cover for Sickness
- Key Person Income Cover for Sickness, and
- Payment Cover for Sickness

### **Critical illness**

We'll pay if the person covered meets our definition of one of the following critical illnesses.

All diagnoses must:

- be made by a consultant employed at a hospital within the geographical limits shown in section C1 who is a specialist in an area of medicine appropriate to the cause of the claim;
- be the first and unequivocal diagnosis of the critical illness; and
- be confirmed by our chief medical officer.

#### **Alzheimer's disease – resulting in permanent symptoms**

A definite diagnosis of Alzheimer's disease by a consultant neurologist, psychiatrist or geriatrician.

There must be permanent clinical loss of the ability to do all of the following:

- remember;
- reason; and
- perceive, understand, express and give effect to ideas.

For the above definition, the following are not covered:

- other types of dementia.

#### **Aorta graft surgery – for disease or traumatic injury**

The undergoing of surgery for disease or trauma to the aorta with excision and surgical replacement of a portion of the diseased or damaged aorta with a graft. The term aorta includes the thoracic and abdominal aorta but not its branches.

For the above definition, the following is not covered:

- any other surgical procedure, for example the insertion of stents or endovascular repair.

## SECTION D: Definitions of the words we use – continued

### **Aplastic anaemia – requiring regular blood transfusions**

Definite diagnosis of complete bone marrow failure necessitating regular blood transfusions. The bone marrow failure must result in anaemia, neutropenia and thrombocytopenia.

### **Bacterial meningitis – resulting in permanent symptoms**

Definite diagnosis of bacterial meningitis resulting in permanent neurological deficit with persisting clinical symptoms. Other forms of meningitis, including viral meningitis, are specifically excluded.

Permanent neurological deficit with persisting clinical symptoms is defined at page 54.

### **Benign brain tumour – resulting in permanent symptoms**

A non-malignant tumour or cyst in the brain, cranial nerves or meninges within the skull, resulting in permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following are not covered:

- tumours in the pituitary gland;
- angiomas.

In addition, the requirement for permanent neurological deficit with persisting clinical symptoms will be waived if the benign brain tumour is surgically removed.

Permanent neurological deficit with persisting clinical symptoms is defined at page 54.

### **Blindness – permanent and irreversible**

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 – excluding less advanced cases**

Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue.

The term malignant tumour includes leukaemia, sarcoma and lymphoma except cutaneous lymphoma (lymphoma confined to the skin).

For the above definition, the following are not covered:

- all cancers which are histologically classified as any of the following:
  - pre-malignant;
  - non-invasive;
  - cancer in situ;
  - having either borderline malignancy; or
  - having low malignant potential;
- all tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0;
- any skin cancer (including cutaneous lymphoma) other than:
  - malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin) or
  - basal cell carcinoma or squamous cell carcinoma that has invaded and spread to lymph nodes or metastasised to distant organs.

### **Cardiomyopathy – of specified severity**

A definite diagnosis by a consultant cardiologist of cardiomyopathy resulting in permanent loss of the ability to perform physical activities to at least Class III of the New York Heart Association (NYHA) classification. This means there is marked limitation of activities, with less than ordinary activity causing fatigue, palpitations or shortness of breath.

The diagnosis must also be evidenced by:

- electrocardiographic changes; and
- echocardiographic abnormalities.

The evidence must be consistent with the diagnosis of cardiomyopathy.

For the above definition, the following are not covered:

- all other forms of heart disease and/or heart enlargement;
- myocarditis; and
- cardiomyopathy related to alcohol or drug abuse.

### **Chronic lung disease – of specified severity**

Confirmation by a consultant physician of chronic lung disease resulting in all of the following:

- the need for continuous daily oxygen therapy on a permanent basis
- FEV1 being less than 40% of normal, and
- Vital Capacity less than 50% of normal.

### **Coma – resulting in permanent symptoms**

A state of unconsciousness with no reaction to external stimuli or internal needs which:

- requires the use of life support systems; and
- results in permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following is not covered:

- coma secondary to alcohol or drug abuse.

Permanent neurological deficit with persisting clinical symptoms is defined at page 54.

### **Coronary artery bypass grafts**

The undergoing of surgery on the advice of a consultant cardiologist to correct narrowing or blockage of one or more coronary arteries with bypass grafts.

For the above definition, the following are not covered:

- balloon angioplasty;
- atherectomy;
- rotablation;
- insertion of stents; and
- laser treatment.

## SECTION D: Definitions of the words we use – continued

### **Creutzfeldt-Jakob disease (CJD) – resulting in permanent symptoms**

Definite diagnosis of Creutzfeldt-Jakob disease supported by evidence of progressive loss of ability to:

- remember;
- reason;
- perceive, understand, express and give effect to ideas;

which causes a significant reduction in mental and social functioning, requiring the continuous supervision of the person covered.

### **Deafness – permanent and irreversible**

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.

### **Encephalitis – resulting in permanent symptoms**

A definite diagnosis of encephalitis by a consultant neurologist resulting in permanent neurological deficit and persisting clinical symptoms.

For the above definition the following are not covered:

- myalgic encephalomyelitis and chronic fatigue syndrome.

Permanent neurological deficit with persisting clinical symptoms is defined at page 54.

### **Heart attack – of specified severity**

Death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:

- new characteristic electrocardiographic changes;
- the characteristic rise of cardiac enzymes or troponins recorded at the following levels or higher:
  - Troponin T > 1.0 ng/ml
  - AccuTnl > 0.5 ng/ml or equivalent threshold with other Troponin I methods.

The evidence must show a definite acute myocardial infarction.

For the above definition, the following are not covered:

- other acute coronary syndromes including but not limited to angina.

### **Heart valve replacement or repair**

The undergoing of surgery on the advice of a consultant cardiologist to replace or repair one or more heart valves.

### **HIV infection – caught from a blood transfusion, a physical assault or at work**

Infection by Human Immunodeficiency Virus resulting from:

- a blood transfusion given as part of medical treatment;
- a physical assault; or
- an incident occurring during the course of performing normal duties of employment;

after the start of the plan and satisfying all of the following:

- the incident must have been reported to appropriate authorities and have been investigated in accordance with the established procedures;
- where HIV infection is caught through a physical assault or as a result of an incident occurring during the course of performing normal duties of employment, the incident must be supported by a negative HIV antibody test taken within 5 days of the incident;
- there must be a further HIV test within 12 months confirming the presence of HIV or antibodies to the virus;
- the incident causing infection must have occurred in one of the countries listed in section C1.

For the above definition, the following is not covered:

- HIV infection resulting from any other means, including sexual activity or drug abuse.

#### **Intensive care – requiring mechanical ventilation for 10 consecutive days**

Any sickness or injury resulting in the person covered requiring continuous mechanical ventilation by means of tracheal intubation for 10 consecutive days (24 hours per day) or more in an intensive care unit in a UK hospital.

For the above definition the following are not covered:

- sickness or injury as a result of drug or alcohol intake or other self-inflicted means;
- intensive care requiring mechanical ventilation for a child under the age of 90 days.

#### **Kidney failure – requiring dialysis**

Chronic and end stage failure of both kidneys to function, as a result of which regular dialysis is necessary.

#### **Liver failure – end stage**

End stage liver failure due to cirrhosis and resulting in all of the following:

- permanent jaundice;
- ascites;
- encephalopathy.

Liver disease secondary to alcohol or drug misuse is excluded.

#### **Loss of hands or feet – permanent physical severance**

Permanent physical severance of any combination of 2 or more hands or feet at or above the wrist or ankle joints.

#### **Loss of independent existence – resulting in permanent symptoms**

Any condition that:

- a) permanently prevents the person covered from doing at least 3 out of the 6 living tasks either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons; or
- b) causes mental failure.

## SECTION D: Definitions of the words we use – continued

The 6 living tasks are as follows:

<b>Washing</b>	The ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
<b>Getting dressed and undressed</b>	The ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
<b>Feeding yourself</b>	The ability to feed yourself when food has been prepared and made available.
<b>Maintaining personal hygiene</b>	The ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
<b>Getting between rooms</b>	The ability to get from room to room on a level floor.
<b>Getting in and out of bed</b>	The ability to get out of bed into an upright chair or wheelchair and back again.

### **Loss of speech – permanent and irreversible**

Total permanent and irreversible loss of the ability to speak as a result of physical injury or disease.

### **Major organ transplant**

The undergoing as a recipient of a transplant of bone marrow or of a complete heart, kidney, liver, lung, or pancreas, or inclusion on an official UK waiting list for such a procedure.

For the above definition, the following is not covered:

- transplant of any other organs, parts of organs, tissues or cells.

### **Motor neurone disease – resulting in permanent symptoms**

A definite diagnosis of motor neurone disease by a consultant neurologist. There must be permanent clinical impairment of motor function.

### **Multiple sclerosis – with persisting symptoms**

A definite diagnosis of multiple sclerosis by a consultant neurologist. There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 3 months.

### **Multiple system atrophy – resulting in permanent symptoms**

A definite diagnosis of multiple system atrophy confirmed by a consultant neurologist. There must be evidence of disease progression and permanent clinical impairment of:

- motor function with associated rigidity of movement, or
- the ability to coordinate muscle movement, or
- bladder control and postural hypotension.

### **Open heart surgery – with surgery to divide the breastbone**

The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a consultant cardiologist to correct any structural abnormality of the heart.

### **Paralysis of limbs – total and irreversible**

Total and irreversible loss of muscle function to the whole of any 2 limbs.

### **Parkinson's disease – resulting in permanent symptoms**

A definite diagnosis of Parkinson's disease by a consultant neurologist. There must be permanent clinical impairment of motor function with associated tremor, muscle rigidity and postural instability.

For the above definition, the following are not covered:

- Parkinson's disease secondary to drug abuse;
- other Parkinsonian syndromes.

### **Pneumonectomy – removal of a complete lung**

The undergoing of surgery on the advice of an appropriate medical specialist to remove an entire lung for disease or traumatic injury suffered by the person covered.

For the above definition the following are not covered:

- removal of a lobe of the lungs (lobectomy);
- lung resection or incision.

### **Pre-senile dementia – resulting in permanent symptoms**

Definite diagnosis of pre-senile dementia supported by evidence of progressive loss of ability to:

- remember;
- reason;
- perceive, understand, express and give effect to ideas;

which causes a significant reduction in mental and social functioning, requiring the continuous supervision of the person covered.

### **Primary pulmonary hypertension – of specified severity**

A definite diagnosis of primary pulmonary hypertension by a consultant cardiologist or specialist in respiratory medicine. There must be clinical impairment of heart function resulting in the permanent loss of ability to perform physical activities to at least Class III of the New York Heart Association classification of functional capacity.

For the above definition, the following is not covered:

- pulmonary hypertension secondary to any other cause i.e. not primary.

### **Progressive supranuclear palsy – resulting in permanent symptoms**

A definite diagnosis by a consultant neurologist of progressive supranuclear palsy. There must be permanent clinical impairment of motor function.

### **Pulmonary artery graft surgery – with surgery to divide the breastbone**

The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a consultant cardiologist for disease of the pulmonary artery to excise and replace the diseased pulmonary artery with a graft.

## SECTION D: Definitions of the words we use – continued

### **Stroke – resulting in permanent symptoms**

Death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following is not covered:

- transient ischaemic attack.

Permanent neurological deficit with persisting clinical symptoms is defined at page 54.

### **Systemic lupus erythematosus – with severe complications**

A definite diagnosis of systemic lupus erythematosus by a consultant rheumatologist where either of the following are present:

- i) Severe kidney involvement with systemic lupus erythematosus as evidenced by:
  - permanent impaired renal function with a glomerular filtration rate below 30 ml/min/1.73m<sup>2</sup>;  
and
  - abnormal urinalysis showing proteinuria or haematuria.

In addition to the above criteria, the disease must have been unresponsive to disease modifying drugs for a continuous period of at least 12 months.

or

- ii) Severe central nervous system involvement with systemic lupus erythematosus as evidenced by permanent neurological deficit with persisting clinical symptoms.

For the purposes of this definition seizures, headaches, fatigue, lethargy or any symptoms of psychological or psychiatric origin will not be accepted as evidence of permanent deficit of the neurological system.

Permanent neurological deficit with persisting clinical symptoms is defined at page 54.

### **Third degree burns – covering 20% of the body's surface area or 50% loss of surface area of the face**

Burns that involve damage or destruction of the skin to its full depth through to the underlying tissue and covering at least 20% of the body's surface area or 50% loss of surface area of the face which for the purpose of this definition includes the forehead and ears.

### **Traumatic head injury – resulting in permanent symptoms**

Death of brain tissue due to traumatic injury resulting in permanent neurological deficit with persisting clinical symptoms.

Permanent neurological deficit with persisting clinical symptoms is defined at page 54.

### **Date we assume risk**

The date we assume risk is the later of:

- the date you or anyone acting on your behalf contacts us to ask us to start your plan; or
- the date cover starts shown on your cover summary.

### **Deferred period**

The period during which the person covered must be incapacitated before we will pay any benefit. The deferred period is shown in the additional features section of your cover summary. We won't pay a claim under any cover until the end of its deferred period.

### **Employed**

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

### **Endorsements**

Documents used to add additional information to an insurance plan to amend existing wording.

### **Incapacitated for Income Cover for Sickness, Key Person Income Cover for Sickness and Payment Cover for Sickness**

We'll pay if the person covered is diagnosed as being incapacitated. All diagnoses must:

- be made by a consultant at a hospital within the geographical limits shown in section C1 who is a specialist in an area of medicine appropriate to the cause of claim or allied health specialist relevant to the person covered's condition in order to assess function and restrictions and limitations; and
- be confirmed by our chief medical officer.

The availability of work is not a factor in assessing whether the person covered is incapacitated.

The additional features section of your cover summary shows which definition applies to each of your covers.

#### **Own occupation definition of 'incapacitated'**

Any illness or injury arising before age 65 which:

- a) prevents the person covered from doing the essential duties of their own occupation; or
- b) causes mental failure.

The essential duties of an occupation are those duties which can't reasonably be omitted without affecting the ability to carry out that occupation.

If the person covered is under age 65 but is not in a paid occupation at the start of a period of incapacity

the working tasks definition will apply.

If the person covered is over age 65 at the start of a period of incapacity

the living tasks definition will apply.

If the person covered reaches age 65 while a cover is being paid

we'll reassess the claim at that time based on the living tasks definition. This might mean we stop paying the cover.

## SECTION D: Definitions of the words we use – continued

### Working tasks definition of ‘incapacitated’

Any illness or injury arising before age 65 which:

- prevents the person covered from doing at least 3 out of the 6 working tasks without the assistance of another person, but with the use of appropriate assistive devices; or
- causes mental failure.

If the person covered is over age 65 at the start of a period of incapacity

the living tasks definition will apply.

If the person covered reaches age 65 while a cover is being paid

we’ll reassess the claim at that time based on the living tasks definition. This might mean we stop paying the cover.

The 6 working tasks are as follows:

#### 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.

#### Writing

The manual dexterity to write legibly using a pen or pencil, or type using a desktop personal computer keyboard.

### Living tasks definition of ‘incapacitated’

Any illness or injury arising after age 65 which:

- prevents the person covered from doing at least 3 out of the 6 living tasks either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons; or
- causes mental failure.

## Living tasks

The 6 living tasks are as follows:

<b>Washing</b>	The ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
<b>Getting dressed and undressed</b>	The ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
<b>Feeding yourself</b>	The ability to feed yourself when food has been prepared and made available.
<b>Maintaining personal hygiene</b>	The ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
<b>Getting between rooms</b>	The ability to get from room to room on a level floor.
<b>Getting in and out of bed</b>	The ability to get out of bed into an upright chair or wheelchair and back again.

## Intentional self-inflicted injury

If the cause of the claim is the 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 his or her 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 a result of his or her own deliberate act.

## Irreversible

Can't be reasonably improved upon by medical treatment and/or surgical procedures used by the National Health Service in the UK at the time of the claim.

## Mental failure

### **Mental failure for Income Cover for Sickness, Key Person Income Cover for Sickness and Payment Cover for Sickness**

Mental incapacity which:

- has failed to respond to optimal treatment and requires the need for continuous psychotropic medication; or
- is due to an organic brain disease or brain injury supported by evidence of progressive loss of ability to:
  - remember;
  - reason;
  - perceive, understand, express and give effect to ideas;

and causes a significant reduction in mental and social functioning, requiring the continuous supervision of the person covered.

## SECTION D: Definitions of the words we use – continued

### **Mental failure for Total Permanent Disability and loss of independent existence**

Irreversible mental incapacity due to an organic brain disease or brain injury supported by evidence of progressive loss of ability to:

- remember;
  - reason;
  - perceive, understand, express and give effect to ideas;
- and which causes a significant reduction in mental and social functioning, requiring the continuous supervision of the person covered.

### **Occupation**

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.

### **Permanent**

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

### **Permanent neurological deficit with persisting clinical symptoms**

Symptoms of dysfunction in the nervous system that are present on clinical examination and expected to last throughout the life of the person covered.

Symptoms that are covered include:

- Numbness
- Hyperaesthesia (increased sensitivity)
- Paralysis
- Localised weakness
- Dysarthria (difficulty with speech)
- Aphasia (inability to speak)
- Dysphagia (difficulty in swallowing)
- Visual impairment
- Difficulty in walking
- Lack of coordination
- Tremor
- Seizures
- Lethargy
- Dementia
- Delirium
- Coma

The following are not covered:

- an abnormality seen on brain or other scans without definite related clinical symptoms;
- neurological signs occurring without symptomatic abnormality, e.g. brisk reflexes without other symptoms;
- symptoms of psychological or psychiatric origin.

### **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's lost as a result of the incapacity of the person covered:
  - living accommodation where you live and pay council tax;
  - company car when used for private use;
  - car fuel which is provided for use with your company car;
  - beneficial loans, excluding loans for travel tickets;
  - insurance such as critical illness insurance, private medical insurance and accident and travel insurance;
- regular bonuses and commission received by the person covered;
- dividends received by the person covered from a private limited company in which they and no more than 3 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 their incapacity.

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.

If the earnings of the person covered vary significantly from one year to another, for example because they're made up mainly of commission or bonuses, we'll use their average earnings over the last 3 years before the claim.

Income received from savings and investments won't be included.

### **Pre-incapacity profit**

Means the average annual gross profit of the business over the 3 financial years immediately before the person covered became incapacitated.

### **Royal London**

Means The Royal London Mutual Insurance Society Limited.

### **Self-employed**

The person covered actively working:

- alone;
- or with others in partnership;
- or as a member of a limited liability partnership; and
- paying class 2 National Insurance contributions and being assessable to income tax under Part 2 of the Income Tax (Trading and Other Income) Act 2005.

### **Term of the cover**

The period between the date cover starts and the date cover ends.

### **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 can't be cured; and
- in the opinion of the attending consultant, the illness is expected to lead to death within 12 months.

### **The business**

The company, partnership, limited liability partnership or sole trader by whom the person covered is employed at the cover start date or any successor company, partnership, limited liability partnership or sole trader to whom the employment of the person covered is transferred and would be regarded as continuous under the Transfer of Undertakings (Protection of Employment) Regulations 2006.

## SECTION D: Definitions of the words we use – continued

### **Total Permanent Disability for Critical Illness Cover and Life or Critical Illness Cover**

We'll pay if the person covered is diagnosed as suffering Total Permanent Disability – of specified severity.

All diagnoses must:

- be made by a consultant employed at a hospital within the geographical limits shown in section C1 who is a specialist in an area of medicine appropriate to the cause of the claim;
- be the first and unequivocal diagnosis of the disability; and
- be confirmed by our chief medical officer.

The additional features section of your cover summary shows which definition applies to each of your covers.

#### **Own occupation definition**

Becoming permanently disabled according to all of the requirements of either of the following definitions:

**Total permanent disability** – unable before age 65 to do your own occupation ever again  
Loss of the physical or mental ability through an illness or injury before age 65 to the extent that the person covered is unable to do the essential duties of their own occupation ever again. The essential duties are those that are normally required for, and/or form a significant and integral part of, the performance of the person covered's own occupation that cannot reasonably be omitted or modified.

Own occupation means the trade, profession or type of work the person covered does for profit or pay. It is not a specific job with any particular employer and is irrespective of location and availability.

The appropriate medical specialist must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the person covered expects to retire.

For the above definition, disabilities for which the appropriate medical specialist cannot give a clear prognosis are not covered.

#### **Total permanent disability** – mental incapacity

Irreversible mental incapacity due to an organic brain disease or brain injury supported by evidence of progressive loss of ability to:

- remember;
  - reason; and
  - perceive, understand, express and give effect to ideas;
- which causes a significant reduction in mental and social functioning, requiring the continuous supervision of the person covered.

#### **Working tasks definition**

Becoming permanently disabled according to all of the requirements of either of the following definitions:

**Total permanent disability** – unable before age 65 to do 3 specified working tasks ever again  
Loss of the physical ability through an illness or injury before age 65 to do at least 3 of the 6 working tasks listed below ever again.

The appropriate medical specialist must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the person covered expects to retire.

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 working tasks are:

<b>Walking</b>	The ability to walk more than 200 metres on a level surface.
<b>Climbing</b>	The ability to climb up a flight of 12 stairs and down again, using the handrail if needed.
<b>Lifting</b>	The ability to pick up an object weighing 2kg at table height and hold for 60 seconds before replacing the object on the table.
<b>Bending</b>	The ability to bend or kneel to touch the floor and straighten up again.
<b>Getting in and out of a car</b>	The ability to get into a standard saloon car, and out again.
<b>Writing</b>	The manual dexterity to write legibly using a pen or pencil, or type using a desktop personal computer keyboard.

For the above definition, disabilities for which the appropriate medical specialist cannot give a clear prognosis are not covered.

**Total permanent disability** – mental incapacity

Irreversible mental incapacity due to an organic brain disease or brain injury supported by evidence of progressive loss of ability to:

- remember;
- reason; and
- perceive, understand, express and give effect to ideas;

which causes a significant reduction in mental and social functioning, requiring the continuous supervision of the person covered.

**If the person covered is over age 65 at the start of a period of incapacity**

the living tasks definition will apply.

**Living tasks definition**

Becoming permanently disabled according to all of the requirements of either of the following definitions:

**Total permanent disability** – unable to look after yourself ever again.

Loss of the physical ability through an illness or injury to do at least 3 of the 6 living tasks listed below ever again.

The appropriate medical specialist must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the person covered expects to retire.

## SECTION D: Definitions of the words we use – continued

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 living tasks are:

<b>Washing</b>	The ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
<b>Getting dressed and undressed</b>	The ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
<b>Feeding yourself</b>	The ability to feed yourself when food has been prepared and made available.
<b>Maintaining personal hygiene</b>	The ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
<b>Getting between rooms</b>	The ability to get from room to room on a level floor.
<b>Getting in and out of bed</b>	The ability to get out of bed into an upright chair or wheelchair and back again.

For the above definition, disabilities for which the appropriate medical specialist cannot give a clear prognosis are not covered.

### **Total permanent disability** – mental incapacity

Irreversible mental incapacity due to an organic brain disease or brain injury supported by evidence of progressive loss of ability to:

- remember;
- reason; and
- perceive, understand, express and give effect to ideas;

which causes a significant reduction in mental and social functioning, requiring the continuous supervision of the person covered.

### **Total Permanent Disability for Children's Critical Illness Cover**

We'll pay if the child is diagnosed as suffering Total Permanent Disability. All diagnoses must:

- be made by a consultant employed at a hospital within the geographical limits shown in section C1 who is a specialist in an area of medicine appropriate to the cause of the claim;
- be the first and unequivocal diagnosis of Total Permanent Disability; and
- be confirmed by our chief medical officer.

Total Permanent Disability means the child becoming permanently disabled through illness or injury to the extent that for a period of 12 consecutive months the child has been confined to their home, a hospital or similar institution and has required medically supervised constant care and attention.

The disability must be expected to last throughout the child's life without prospect of improvement.

### **We or us or our**

Means Bright Grey.

### **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 a clause.

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