

Plan details for the Lifestyle Protection plan (February 2010)

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 that refers to the plan details for the Lifestyle Protection plan (February 2010)
- any endorsements to these terms and conditions that Bright Grey gives 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 Lifestyle Protection plan. Not only will it give you details about the cover you have 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 provides 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 Lifestyle Protection plan and want more detailed information.

What you'll find in this document

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SECTION A: About the Lifestyle Protection plan

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 cover and what options are available for that cover. Unlike the rest of the booklet, it is not part of the plan's legally binding terms and conditions.

Al Telling us about changes

Please remember to tell us if you:

- change your name
- change your address
- · change your bank account.

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@briahtarev.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

So we have an accurate record of your instructions, if you call us, we may record or monitor your call. Please contact us as soon as possible if you are making a claim so that we can deal with it as auickly as possible.

A2 The cover

The Lifestyle Protection plan offers you Life Cover that aims to pay out if you die or are diagnosed with a terminal illness.

A3 The options

The options you can choose for your Lifestyle Protection plan are shown in the table below.

What can vary	The options	Life Cover	What the options mean
Which person is covered, and when we pay the cover	Single life Joint life first event	•	'Single life' means only one person is covered. 'Joint life' means two people are covered. 'First event' means we will cancel the cover after the first claim is paid.
Term of cover	5-40 years	•	How long the cover lasts for.
Maximum amount of cover	£500,000	•	You can apply for any amount up to the amount shown.
Minimum age when the cover starts	18	•	This is the youngest the person covered can be when the plan starts (attained age).
Maximum age when the cover starts	64	•	The oldest the person covered can be when the cover starts (attained age).
Maximum age when the cover ends	69	•	The oldest the person covered can be when the cover ends (attained age).

SECTION A: About the Lifestyle Protection plan – continued

A3 The options - continued

What can vary	The options	Life Cover	What the options mean
Payment of the cover	Level lump sum	•	'Lump sum' means the cover is paid as a single amount.
	Increasing lump sum, increasing by the increase in the retail price index (RPI) min 2% - max 10%		'Increasing' means the cover will go up each year by the rate agreed.
	Decreasing lump sum	•	'Decreasing' means the cover will go down each month in line with a repayment mortgage that has a yearly interest rate of 7%.
Whether payments change or not	Guaranteed payments	•	'Guaranteed' means your payments into the plan will not change unless your cover changes or you choose an increasing lump sum.

SECTION B: The cover

This section of the plan details sets out when we will and will not pay out a claim and how much we will pay.

B1.1 When we will pay a claim

We will pay a claim if the person covered, or if there are 2 people covered, either of them, dies or is diagnosed with a terminal illness during the term of the cover.

After we have paid a claim the cover is cancelled and we will not make any further payment.

B1.2 When we will not pay a claim

We will not pay a claim if:

- it is the result of suicide within 12 months of the date cover started:
- the diagnosis of terminal illness is in the 12 months immediately before the date this cover ends:
- it is the result of any excluded cause shown on your cover summary.

B1.3

How much we will pay What's shown in your How much we will pay cover summary We will pay the amount of cover shown on your Cover payable as a level lump sum cover summary. Cover payable as an We will pay whichever of the following amounts of cover increasing lump sum is the areater: a) the amount shown on your cover summary: b) the amount we have written to tell you following an increase We will pay the amount that would have been outstanding Cover payable as a on a loan or mortgage if: decreasing lump sum. and the additional • the loan or mortgage was equal to the amount of cover features show a on the date cover started; • it had a term equal to the term of the cover; mortgage interest rate • it had a yearly interest rate equal to that shown in the additional features; and • 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.

The amount of cover will therefore decrease each month. The amount of cover may not be sufficient to pay off the loan or mortgage if the interest rate of the loan or mortgage is more than the rate shown in the additional features.

SECTION B: The cover – continued

B1.3 How much we will pay – continued

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

There's more information that applies to this cover in:				
Section C1:	Making 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 protection plan

C1 Making a claim

C1.1 How to make a claim

If you, or those representing you, make a claim on your plan, you or they should:

- 1 phone us on 0845 6094 500;
- 2 fill out the claim form that we will send you and send this back to us with any other documents we request;
- 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.

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

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

All diagnoses of terminal illness must:

- be made by a consultant 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 a terminal illness; and
- be confirmed by our chief medical officer.
- The United Kingdom
- Australia
- Austria
- Belgium
- Canada
- Channel Islands
- Cyprus
- Czech Republic
- Denmark
- Estonia
- Finland
- France
- Germany

- Gibraltar
- Greece
- Hong Kong
- Hungary
- IcelandIreland
- Isle of Man
- Italy
- Japan
- Latvia
- Lithuania
- Luxembourg
- 44 1
- Malta

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

We reserve the right to not pay a claim if you do not provide any evidence we ask for or the information that is provided is inaccurate or incomplete.

By submitting your completed application form, you declare that the information you have 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 is any change to the information you have 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 gave us was inaccurate or incomplete, we reserve the right not to pay the claim.

SECTION C: Operating your protection plan – continued

C1.2 Who we will pay the cover to

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

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

If the plan is under trust, we will 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 will return these when we pay the claim.

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 will collect this on or shortly after the date the plan starts by direct debit, or any other means that we have 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

You must make a payment each month between the first payment and the last payment. These payments are payable on the same day each month as the day your plan starts.

C2.2 What happens if you do not make your payment

If you do not make your first payment, your plan will not start and you will not be covered.

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

C2.3 Restarting your plan

If we cancel your plan because you did not make your payment, you may ask us to restart your plan. When you ask we will tell you what we need to restart your plan. There may be times when we are not able to restart your plan. If this happens, we will explain our decision to you.

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

Guaranteed payments for covers that are payable as a level lump sum or decreasing lump sum We guarantee that provided payments are made on time, your payment for this cover will not change unless you request a change to the cover.

Guaranteed payments for covers that are payable as an increasing lump sum

We guarantee that provided payments are made on time, your payment for this cover will not change, apart from the changes described in section C2.5, unless you request a change to the cover.

C2.5 Increasing lump sum covers

On each anniversary of the date the plan started your payment for any increasing lump sum 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 rate we charged at the date cover started;
- any additional payment you are making because your plan was not accepted on standard terms.

We will tell you how much the increase is at least one month before the increase takes place.

SECTION C: Operating your protection plan - continued

Changing your plan **C3**

C3 1 Increasing cover

This only applies to any cover that is payable as an increasing lump sum.

On each anniversary of the date the plan started, the amount of cover will increase by the percentage increase in the United Kinadom 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 will write to you at least one 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 do not want your amount of cover to increase, you must tell us at least 5 days before the increase is due to take place and we will cancel the increase. If we cancel 2 consecutive increases no further increases will be offered.

If, as a result of an increase, the total amount of cover on all plans you have with us would be more than £15,000,000, your cover will not increase. We will tell you if this happens.

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 would pay if you asked us to pay you a lump sum instead of regular payments.

C3.2 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. We may need to ask the person covered for new medical evidence. We will tell you what we need when you tell us how you want to change your plan.

You cannot add a new cover if you are no longer resident in the United Kingdom.

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 does not 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 your plan in this time we will refund any payments you have made to us. If you change your mind and want to cancel your plan you can do this 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 you cancel, your plan will end on the day your next payment would otherwise be payable, and we will not refund any payments you have made to us. You will therefore still be covered by your plan until this date.

C4.4 Cash value

The plan does not have any cash value at any time.

C4.5 **Payment of claims**

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

C4 6 Interest

We will 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.

C47 Changes to taxation and other laws

If there is any change in any tax and other laws affecting us, we may, acting on professional actuarial advice, change the terms and conditions set out in your plan documents in such a manner as we reasonably determine is necessary if:

- it is no longer reasonably practical for us to carry out the terms and conditions of your plan as a result of:
 - a change (introduced, enacted or proposed) in legislation or regulation.
 - a change in the interpretation or application of legislation or regulation, or
 - compliance with any request from any regulatory or other authority, or
- the basis of taxation applying to the plan changes.

SECTION C: Operating your protection plan – continued

C4.8 Contract

The contract between you and Royal London consists of these terms and conditions, as amended from time to time, any additional terms and conditions detailed in the cover summary, key facts document we send to you when your plan starts and any endorsement. Where there is 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.

C4.9 Mis-statement of age

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

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

C4.10 Complaints

We hope that you will 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

We will always try to resolve complaints as quickly as possible. If we are unable to deal with a complaint within 5 working days of your complaint being received by us, we will send you a letter to acknowledge your complaint and provide you with regular updates until your complaint is resolved.

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

We are committed to resolving complaints whenever possible through our complaints procedures. If a matter cannot be resolved satisfactorily you may be able to refer your complaint to the Financial Ombudsman Service.

We will send you a leaflet explaining the Financial Ombudsman Service if you make a complaint – the leaflet is also available on request. Alternatively the Ombudsman can be contacted direct at the following address:

Financial Ombudsman Service South Quay Plaza 183 Marsh Wall London E14 9SR

phone: 0845 080 1800

email: complaint.info@financial-ombudsman.org.uk

website: www.financial-ombudsman.org.uk

C4.10 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 have acted wrongly and if you have lost out as a result. If this is the case they will tell us how to put things right and whether this involves compensation.

Their service is independent, free of charge and we will always abide by their decision.

If you make a complaint, it will not affect your right to take legal proceedings.

C4.11 If we cannot meet our liabilities

The Financial Services Compensation Scheme covers your plan. You may be entitled to compensation if we are 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.

C4.12 Law

The Law of England and Wales applies to this plan.

C4.13 Notices of assignment

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

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

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

C4.14 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 does not affect any right or remedy of a third party that may exist or be available otherwise than under that Act.

SECTION D: Definitions of the words we use

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.

Date we assume risk

The date we assume risk is the later of

- the date you contact us to ask us to start your plan, or
- the date cover starts shown on your cover summary.

Endorsement

Means any document we send you that amends the terms and conditions of your plan.

Royal London

Means The Royal London Mutual Insurance Society Limited.

Term of the cover

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

Terminal illness

An advanced or rapidly progressing incurable illness where, in the opinions of an attending consultant and our chief medical officer, the life expectancy of the person covered is no greater than 12 months.

We or us or our

Means Bright Grey.

You or your

Means the plan owner or their legal successors except where a different meaning is given in a clause.

