

---

## Plan details for the Lifestyle Protection plan (May 2011)

---

# This booklet sets out the terms and conditions of your plan – how it works, what you can expect us to do, and what we can 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 (May 2011)
- 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 Lifestyle Protection 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 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

#### **SECTION A** **About the Lifestyle Protection plan**

- 2 Telling us about changes
- 2 The covers
- 3 The options

#### **SECTION B** **Payment of claims**

- 5 When we will pay a claim
- 6 When we will not pay a claim
- 7 How much we will pay

#### **SECTION C** **Operating your plan**

- 8 How to make a claim
- 10 Your payments for your plan
- 12 Changing your plan
- 13 General terms and conditions

#### **SECTION D** **19 Definitions of the words we use**

## 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 different covers that make up the Lifestyle Protection plan 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 is a change to any of the information provided in connection with your application between completing 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 that we've 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 Lifestyle Protection plan offers you a choice of 2 covers. You can choose just one of these covers to suit your own particular situation. And as your needs change, you'll be able to adapt your cover so that it provides 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>Life or Critical Illness Cover</b>	<b>If someone dies, is diagnosed with a terminal illness or critical illness that meets our definition.</b>

If you're deciding what cover you need, the first thing to do is choose one of the covers from the list above. You can find all the detail about these covers in this booklet.

## A3 The options

The covers you can choose for your Lifestyle Protection plan include different options to make your plan even more flexible. These are shown in the table below and on the next page.

What can vary	The options	Life Cover	Life or Critical Illness Cover	What the options mean
Which person is covered, and when we pay the cover	Single life	●	●	'Single life' means only one person is covered.
	Joint life first event	●	●	'Joint life' means 2 people are covered.  'First event' means we'll only pay the first time the event happens.
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	●	●	The youngest the person covered can be when the cover starts.
Maximum age when the cover starts	54	●	●	The oldest the person covered can be when the cover starts (attained age).  ○ = Only available if your payments are reviewable.
	64	●	○	
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	Life or Critical Illness 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	●	●	'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 an annual interest rate of 7%.
Whether payments change or not	Guaranteed payments	●	●	'Guaranteed' means your payments into the plan won't change unless your cover changes.
	Reviewable after 5 years		●	'Reviewable' means we can review your payments and may change them.

## SECTION B: Payment of claims

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

### B1.1 When we will pay a claim

What's shown in your cover summary	When we will pay a claim
If your cover summary shows you have Life Cover:	We'll 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.
If your cover summary shows you have Life or Critical Illness Cover:	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</li><li>• is diagnosed with a terminal illness; or</li><li>• is diagnosed with any of the critical illnesses listed in section D; and</li><li>• that diagnosis meets our definition of the illness.</li></ul>

After we've paid a claim the cover is cancelled and we won't make any further payment.

## SECTION B: Payment of claims – continued

### B1.2 When we will not pay a claim

What's shown in your cover summary

When we will not pay a claim

If your cover summary shows you have Life Cover:

We won't pay a claim if:

- it's 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; or
- it's the result of any excluded cause shown on your cover summary.

If your cover summary shows you have Life or Critical Illness Cover:

We won't pay a claim if:

- it's 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 cover ends;
- the claim is for critical illness and it's the result of:
  - intentional self-inflicted injury;
  - inappropriate use of alcohol or drugs, including but not limited to the following:
    - consuming too much alcohol;
    - taking an overdose of drugs, whether lawfully prescribed or otherwise;
    - taking controlled drugs (as defined by the Misuse of Drugs Act 1971) otherwise than in accordance with a lawful prescription;
  - taking part in a criminal act;
  - war, invasion, hostilities (whether war is declared or not), civil war, rebellion, revolution or taking part in a riot or civil commotion;
- the person covered does not meet the definition of critical illness in section D; or
- it's the result of any excluded cause shown on your cover summary.

### B1.3 How much we will pay

What's shown in your cover summary	How much we will 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 additional features show a mortgage interest rate	We'll pay the amount 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>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.</p>

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.

There's more information that applies to this cover 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 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'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 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 critical illness; and
- be confirmed by our chief medical officer.

For Life or Critical Illness Cover, we'll restrict claims to certain parts of the world.

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

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



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

We reserve the right to not pay a claim, if you don't provide any evidence we ask for or the information that's 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 gave us was inaccurate or incomplete, we reserve the right not to pay the claim.

### **C1.2 Who we will 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 their personal representatives if the plan owner has died. 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**

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 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 your plan. 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. If this happens, we'll explain our decision to you.

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

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

We guarantee that provided payments are paid on time, your payment for this cover won't change unless you request a change to the cover.

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

We guarantee that provided payments are paid on time, your payment for this cover won't change, apart from the changes described in section C2.5, unless you request 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 greater than your original payment and there's no limit to how much the increase in payment may be.

Any change will take effect from the anniversary of the date the plan started and we'll tell you at least one 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

### C2.5 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're making because your plan was not accepted on standard terms.

We'll tell you how much the increase is at least one 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.

On each anniversary of the date the plan started, the amount of cover will increase by the percentage increase in the United Kingdom Government's retail price index (or in the event of that index ceasing to be 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 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 don't 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'll 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 the maximum amounts shown below, your cover won't increase. We'll tell you if this happens.

Maximum amounts

Life Cover – £15,000,000

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

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 you as a lump sum instead of regular payments, if you asked us to.

### **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'll tell you what we need when you tell us how you want to change your plan.

You cannot add a new cover or increase an existing cover if you're 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'll refund any payments you've 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 your plan is jointly owned, both owners must give us written notice. If your plan is under trust, or if you have 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 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.

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

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

### **C4.5 Payment of 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.

## SECTION C: Operating your plan – continued

### 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 fraud prevention
- Research and analysis
- Marketing
- Legal and regulatory reasons
- Administering your plan

We may obtain this information either from you directly, from your approved intermediary or from other sources such as your doctor or credit reference agencies with your consent. We'll retain 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.

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 retain these for the purposes of training and quality assurance and to ensure that we've an accurate record of your instructions.

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

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

You have the right to ask for a copy of the information that 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 would 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 C4.9.6 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.

C4.9.2 We may make changes to the terms and conditions applying to your plan (including your payments to us) or cancel your plan if:

- you don't tell us about any changes to any of the answers given in your application, or to information provided in relation to the application, between the date your application was sent to us and the date we assume risk on your plan;
- you don't provide your consent for us to request medical information within 6 months of the start of the plan from any doctor you have consulted about your 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;
- you make a claim and we find that you've not told us something that affects your cover;
- you don't keep your plan payments up-to-date.

## SECTION C:

### Operating your plan – continued

- 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:
- 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 our policyholders not being treated fairly; or
  - the way that we are 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 are proportionate in the circumstances if because of 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 our policyholders not being treated fairly; or
  - the way that we are taxed or the way that your plan is taxed is changed.
- C4.9.5 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 which are required in order to reflect new services or features that we wish to make available to you.
- C4.9.6 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, 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.

#### **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 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'll 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'll pay an amount which is lower than the amount shown on your cover summary.



#### **C4.12 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 your 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 provide you with more information about our complaint handling procedures on request.

We're 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'll send you a leaflet explaining the Financial Ombudsman Service if you make a complaint and 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: 0800 0234 567 (free from a UK landline)  
phone: 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)

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 will 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.

## SECTION C: Operating your plan – continued

### **C4.13 If we cannot 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.

### **C4.14 Law**

The law of England and Wales applies to this plan.

### **C4.15 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  
Edinburgh  
EH2 1BG

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

### **C4.16 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 which may exist or be available otherwise than under that Act.

## SECTION D: Definitions of the words we use

### AIDS

For the purposes of this plan the definition of Acquired Immune Deficiency Syndrome shall be that used by the World Health Organisation at the time a claim is made.

### 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.

### Covers

The different types of insurance you can choose within the Lifestyle Protection plan, for example, Life Cover or Life or Critical Illness Cover.

### Critical illness

We'll pay if the person covered is diagnosed with one of the following critical illnesses.

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 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**

The undergoing of surgery for disease 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

### **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.

### **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,
- chronic lymphocytic leukaemia unless histologically classified as having progressed to at least Binet Stage A,
- 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).

### **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 for a continuous period of at least 96 hours, 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.

### **Coronary artery bypass grafts – 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 narrowing or blockage of one or more coronary arteries with bypass grafts.

### **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.

### **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:

- typical clinical symptoms (for example, characteristic chest pain),
- 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
  - AccuTnI > 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 – 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 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.

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

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

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

### **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 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 6 months.

### **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.

### **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 are not covered:

- transient ischaemic attack,
- traumatic injury to brain tissue or blood vessels.

### **Third degree burns – covering 20% of the body’s surface area**

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.

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

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

### **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.

### **Endorsements**

Documents adding additional information to an insurance plan to amend existing wording.

### **Irreversible**

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

### **Permanent**

Expected to last throughout life without prospect of improvement, irrespective of when the cover ends or the person covered retires.

### **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, and
- 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.

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

### **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**

A definite diagnosis by the attending consultant of an illness that satisfies both of the following:

- the illness either has no known cure or has progressed to the point where it cannot be cured; and
- in the opinion of the attending consultant, the illness is expected to lead to death within 12 months.

### **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.









Bright Grey is a division of the Royal London Group which consists of The Royal London Mutual Insurance Society Ltd and its subsidiaries. The Royal London Mutual Insurance Society Ltd provides life and pension products, is a member of the Association of British Insurers, is authorised and regulated by the Financial Services Authority No.117672 and is registered in England and Wales No.99064. The registered office is 55 Gracechurch Street, London, EC3V 0RL. Bright Grey is a member of IFA Promotion Ltd.