

Plan details for the Menu Protection plan (April 2006)

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 which refers to the plan details (April 2006)
- 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 Menu Protection plan. Not only will it give you all the detail about the covers 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 Menu Protection plan, and want more detailed information.

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SECTION A: About the Menu 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 Menu Protection plan and what options are available for these covers. Unlike the rest of the booklet, it is 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
- 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@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

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 claiming on a cover so that we can deal with your claim as quickly as possible.

A2 The covers

The Menu Protection plan 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 will be able to add or remove or adapt your covers so that they still provide exactly what you need.

<i>The cover</i>	<i>When it pays out</i>
Life Cover	if someone dies or is diagnosed with a terminal illness
Critical Illness Cover	if someone becomes critically ill
Life or Critical Illness Cover	if someone dies, is diagnosed with a terminal illness or becomes critically ill
Income Cover for Sickness	if someone cannot work because of illness or injury
Payment Cover for Sickness	if someone cannot work because of illness or injury, we will pay their plan payments for them. We automatically include this if you choose Income Cover for Sickness

If you are deciding what cover you need, the first thing you 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 have chosen your covers, you can apply using just one application form. The covers you have chosen will then be grouped into one plan. Your plan will represent the protection you have with Bright Grey.

For tax reasons, some covers cannot be combined with others in the same plan. If this happens, these will be set 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 have bought).

A3 The options

Many of the covers you can choose for your Menu 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	Critical Illness Cover	Life or Critical Illness Cover	Income Cover for Sickness	Payment Cover for Sickness	What they 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 two people are covered. 'First event' means we will only pay the first time the event happens.
Term of cover	1-40 years	✓	–	–	–	✓	How long the cover lasts for.
	5-40 years	–	–	–	✓	–	
	1-25 years	–	–	✓	–	–	
	5-25 years	–	✓	–	–	–	
Maximum amount of cover	£2,000,000	✓	–	–	–	–	You can apply for any amount up to whichever is the lower of the amounts shown. *Only available if your payments are reviewable
	£500,000	–	✓	✓	–	–	
	£17,500 per year	–	✓	*✓	–	–	
	50% of pre-tax earnings	–	–	–	✓	–	
	£6,250 per month	–	–	–	✓	–	
	£1,000 per month if not working	–	–	–	✓	–	
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	–	✓	*✓	–	–	
	59	–	–	–	✓	–	
	83	✓	–	–	–	✓	
Maximum age when the cover ends	84	✓	–	–	–	✓	The oldest the person covered can be when the cover ends (attained age). *Only available if your payments are reviewable
	74	–	✓	*✓	–	–	
	64	–	–	✓	✓	–	
Payment of the cover	Level lump sum	✓	✓	✓	–	–	'Lump sum' means the cover is paid as a single amount.
	Increasing lump sum, increasing by a selected rate (2-10%)	✓	✓	*✓	–	–	'Increasing' means the cover will go up each year by the rate agreed. *Only available if your payments are reviewable
	Increasing lump sum, increasing by Retail Price Index RPI	✓	✓	*✓	–	–	
	Decreasing lump sum	✓	✓	✓	–	–	'Decreasing' 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%).
	Decreasing lump sum, decreasing in line with the mortgage guarantee	✓	✓	✓	–	–	Providing the term and amount of your cover is the same as the term and amount of your mortgage, we will pay your outstanding mortgage.

What can vary	The options	Life Cover	Critical Illness Cover	Life or Critical Illness Cover	Income Cover for Sickness	Payment Cover for Sickness	What they mean
Payment of the cover	Level income	✓	✓	*✓	✓	–	'Income' means the cover is paid as a regular payment each month.
	Increasing income, increasing by a selected rate (2-10%)	✓	✓	*✓	✓	–	*Only available if your payments are reviewable
	Increasing income, increasing by RPI	✓	✓	*✓	✓	–	
Whether payments change or not	Guaranteed payments	✓	–	✓	✓	✓	'Guaranteed' means your payments into the plan will not change unless your cover changes.
	Reviewable after 5 years	–	✓	✓	–	–	'Reviewable' means we can review your payments and may change them
Definition of Total Permanent Disability or incapacity (section D)	Own occupation	–	✓	✓	✓	✓	'Own occupation' means the essential duties of your own occupation. (see section D)
	Working tasks	–	✓	✓	✓	✓	'Working tasks' means common tasks to do with work. (see section D)
Deferred period	4, 13, 26 or 52 weeks	–	–	–	✓	✓	The time before we will start paying a claim if you are not working because of illness or injury.
Cover payment period	Throughout	–	–	–	✓	✓	The length of time we pay your claim.
	1 year	–	–	–	✓	–	
	2 years	–	–	–	✓	–	
Cover Increase Options (section C3.2)	Marriage	✓	✓	✓	✓	–	If your plan is accepted on standard terms, you can increase your cover without any medical evidence if any of these events happen.
	Increase in mortgage	✓	✓	✓	✓	–	
	Birth or adoption of a child	✓	✓	✓	✓	–	The increase is subject to the limits set out in section C3.2.
Joint Life Separation Option (section C3.3)	Included automatically on joint plans used for mortgage protection	✓	✓	✓	–	✓	You can replace a joint plan with two single plans if you and your partner separate or divorce.
Joint Life Reinstatement Option (section C3.4)	Included automatically on joint life covers	✓	✓	✓	–	–	If there is a claim for one person, the other person can replace that cover within 3 months of the claim being paid.
Life Cover Reinstatement Option (section C3.5)	You can choose whether to add this to your plan	–	–	*✓	–	–	12 months after a claim for critical illness you can reinstate your Life Cover without any medical evidence. *Only available if your payments are reviewable
Children's Critical Illness Cover	Included automatically if you choose Critical Illness Cover or Life or Critical Illness Cover	–	✓	✓	–	–	Pays you up to £20,000 if any of your children are diagnosed with a critical illness or Total Permanent Disability.

SECTION B: The covers

B1 Life Cover

This applies to you if Life Cover is shown on your cover summary.

B1.1 When we will pay a claim

What's shown in the cover summary

When we will pay a claim

One person covered

We will pay a claim if the person covered dies or is diagnosed with a terminal illness during the term of the cover.

Two people covered, and the additional features show that the cover is payable on the first event

We will pay a claim if either of the people covered 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 How much we will pay

What's shown in your cover summary

How much we will pay

Cover payable as a level lump sum or level regular payments

We will pay the amount of cover shown on your cover summary.

For level regular payments, we will pay this in equal monthly instalments until your cover ends.

Cover payable as an increasing lump sum or increasing regular payments

We will pay whichever of the following amounts of cover is the greater:

- a) the amount shown on your cover summary;
- b) the amount we have written to tell you following an increase.

For increasing regular payments:

- this amount will continue to increase on each anniversary of the date the plan started by the rate shown in the additional features;
 - we will pay this in equal monthly instalments until your cover ends.
-

B1.2 How much we will pay *continued*

What's shown in your cover summary

How much we will pay

Cover payable as a decreasing lump sum, and the additional features show that the mortgage guarantee applies

If

- you took out this cover in connection with a capital and interest loan or mortgage;
 - the term of the loan or mortgage is the same as the term of the cover at the date cover started;
 - the amount of the loan or mortgage was the same as the amount of cover shown on your cover summary on the date cover started;
- and* if you change the amount or term of the loan or mortgage you also change the amount of cover or term of the cover by the same amount;

subject to the conditions below, we will pay a lump sum equal to the amount outstanding under the loan or mortgage at the date of death or diagnosis of terminal illness less any arrears of capital or interest. You will be liable for any arrears, as they are not covered under this plan.

If

- any of the above do not apply;
 - the loan or mortgage repayments have been suspended for a period, reduced or increased, other than as a result of an interest rate change;
- or* you have repaid the loan or mortgage at the time of the claim;

we will pay a lump sum equal to the amount that would have been outstanding on a capital and interest 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 6%;
- 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 of death or diagnosis of terminal illness.

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 has changed.

B1 Life Cover *continued*

B1.2 How much we will pay *continued*

What's shown in your cover summary

How much we will pay

Cover payable as a decreasing lump sum, and the additional features show a mortgage interest rate

We will pay the amount 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 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 of death or diagnosis of terminal illness.

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 has changed.

B1.3 When we will not pay a claim

We will not pay a claim if:

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

We work out the amount of cover from the date of death or diagnosis of terminal illness. 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:	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

B2 Critical Illness Cover

This applies to you if Critical Illness Cover is shown on your cover summary.

B2.1 When we will pay a claim

What's shown in your cover summary

When we will pay a claim

One person covered

We will pay a claim if, during the term of the cover, the person covered:

- is diagnosed with any of the critical illnesses listed in section D;
- or* if Total Permanent Disability is shown on your cover summary, is diagnosed with Total Permanent Disability;
- and* that diagnosis meets our definition of the illness or Total Permanent Disability.

Two people covered

We will pay a claim if, during the term of the cover, either of the people covered:

- is diagnosed with any of the critical illnesses listed in section D;
 - or* if Total Permanent Disability is shown on your cover summary, is diagnosed with Total Permanent Disability;
 - and* that diagnosis meets our definition of the illness or Total Permanent Disability.
-

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

B2.2 How much we will pay

What's shown in your cover summary

How much we will pay

Cover payable as a level lump sum or level regular payments

We will pay the amount of cover shown on your cover summary.

For level regular payments, we will pay this in equal monthly instalments until your cover ends.

Cover payable as an increasing lump sum or increasing regular payments

We will pay whichever of the following amounts of cover is the greater:

- a) the amount shown on your cover summary;
- b) the amount we have written to tell you following an increase.

For increasing regular payments:

- this amount will continue to increase on each anniversary of the date the plan started by the rate shown in the additional features;
 - we will pay this in equal monthly instalments until your cover ends.
-

B2 Critical Illness Cover *continued*

B2.2 How much we will pay *continued*

What's shown in your cover summary

How much we will pay

Cover payable as a decreasing lump sum, and the additional features show that the mortgage guarantee applies

If

- you took out this cover in connection with a capital and interest loan or mortgage;
- the term of the loan or mortgage is the same as the term of the cover at the date cover started;
- the amount of the loan or mortgage was the same as the amount of cover shown on your cover summary on the date cover started;

and if you change the amount or term of the loan or mortgage you also change the amount of cover or term of the cover by the same amount;

subject to the conditions below, we will pay a lump sum equal to the amount outstanding under the loan or mortgage at the date of diagnosis of critical illness or Total Permanent Disability less any arrears of capital or interest. You will be liable for any arrears, as they are not covered under this plan.

If

- any of the above do not apply;
- the loan or mortgage repayments have been suspended for a period, reduced or increased, other than as a result of an interest rate change;

or you have repaid the loan or mortgage at the time of the claim;

we will pay a lump sum equal to the amount that would have been outstanding on a capital and interest 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 6%;

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 of diagnosis of critical illness or Total Permanent Disability.

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 has changed.

B2.2 How much we will pay *continued*

What's shown in your cover summary

How much we will pay

Cover payable as a decreasing lump sum, and the additional features show a mortgage interest rate

We will pay a lump sum equal to the amount 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 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 of diagnosis of critical illness or Total Permanent Disability.

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 has changed.

We work out the amount of cover from the date of diagnosis of critical illness or Total Permanent Disability. We will not take into account any change to the amount of cover after this date.

B2.3 When we will not pay a claim

We will not pay a claim if:

- the person who the claim is for dies within 14 days of the diagnosis of the critical illness or Total Permanent Disability;
 - it is the result of intentional self-inflicted injury;
 - the person covered does not meet the definition of critical illness or Total Permanent Disability in section D;
- or* it is the result of any excluded cause shown on your cover summary.

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

B3 Life or Critical Illness Cover

This applies to you if Life or Critical Illness Cover is shown on your cover summary.

B3.1 When we will pay a claim

What's shown in your cover summary

When we will pay a claim

One person covered

We will pay a claim if, during the term of the cover, the person covered:

- dies or is diagnosed with a terminal illness;
 - is diagnosed with any of the critical illnesses listed in section D;
- or* if Total Permanent Disability is shown on your cover summary, is diagnosed with Total Permanent Disability;
- and* that diagnosis meets our definition of the illness or Total Permanent Disability.

Two people covered

We will pay a claim if, during the term of the cover, either of the people covered:

- dies or is diagnosed with a terminal illness;
 - is diagnosed with any of the critical illnesses listed in section D;
- or* if Total Permanent Disability is shown on your cover summary, is diagnosed with Total Permanent Disability;
- and* that diagnosis meets our definition of the illness or Total Permanent Disability.

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

B3.2 How much we will pay

What's shown in your cover summary

How much we will pay

Cover payable as a level lump sum or level regular payments

We will pay the amount of cover shown on your cover summary.

For level regular payments, we will pay this in equal monthly instalments until your cover ends.

Cover payable as an increasing lump sum or increasing regular payments

We will pay whichever of the following amounts of cover is the greater:

- a) the amount shown on your cover summary;
- b) the amount we have written to tell you following an increase.

For increasing regular payments:

- this amount will continue to increase on each anniversary of the date the plan started by the rate shown in the additional features;
- we will pay this in equal monthly instalments until your cover ends.

B3.2 How much we will pay *continued*

What's shown in your cover summary

How much we will pay

Cover payable as a decreasing lump sum, and the additional features show that the mortgage guarantee applies

If

- you took out this cover in connection with a capital and interest loan or mortgage;
- the term of the loan or mortgage is the same as the term of the cover at the date cover started;
- the amount of the loan or mortgage was the same as the amount of cover shown on your cover summary on the date cover started;

and if you change the amount or term of the loan or mortgage you also change the amount of cover or term of the cover by the same amount;

subject to the conditions below, we will pay a lump sum equal to the amount outstanding under the loan or mortgage at the date of death or diagnosis of terminal illness, critical illness or Total Permanent Disability less any arrears of capital or interest. You will be liable for any arrears, as they are not covered under this plan.

If

- any of the above do not apply;
 - the loan or mortgage repayments have been suspended for a period, reduced or increased, other than as a result of an interest rate change;
- or* you have repaid the loan or mortgage at the time of the claim;

we will pay a lump sum equal to the amount that would have been outstanding on a capital and interest 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 6%;
- 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 of death or diagnosis of terminal illness, critical illness or Total Permanent Disability.

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 has changed.

B3 Life or Critical Illness Cover *continued*

B3.2 How much we will pay *continued*

What's shown in your cover summary

How much we will pay

Cover payable as a decreasing lump sum, and the additional features show a mortgage interest rate

We will pay a lump sum equal to the amount 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 monthly repayments sufficient to repay the loan over the term of the cover had been made between the date the cover started and the date of death or diagnosis of terminal illness, critical illness or Total Permanent Disability.

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 has changed.

We work out the amount of cover from the date of death or diagnosis of terminal illness, critical illness or Total Permanent Disability. We will not take into account any change to the amount of cover after this date.

B3.3 When we will not pay a claim

We will not pay a claim if:

- the diagnosis of terminal illness is in the 12 months immediately before the date this cover ends;
 - it is the result of intentional self-inflicted injury, if the claim is for critical illness or Total Permanent Disability;
 - the person covered does not meet the definition of critical illness or Total Permanent Disability in section D;
- or* it is the result of any excluded cause shown on your cover summary.

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

B4 Children's Critical Illness Cover

This applies to you if your cover summary shows that your protection plan includes Critical Illness Cover or Life or Critical Illness Cover. These are referred to as the 'main cover' in the rest of section B4.

Payment of Children's Critical Illness Cover does not affect the amount of any main 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 no longer applies.

B4.1 When we will pay a claim

What's shown in your cover summary

When we will pay a claim

One person covered

We will pay a claim if a child of the person covered:

- is diagnosed with any of the critical illnesses listed in section D;
- or* is diagnosed with Total Permanent Disability;
- and* that diagnosis meets our definition of the illness or Total Permanent Disability.

Two people covered

We will pay a claim if a child of either of the people covered:

- is diagnosed with any of the critical illnesses listed in section D;
 - or* is diagnosed with Total Permanent Disability;
 - and* that diagnosis meets our definition of the illness or Total Permanent Disability.
-

B4.2 How much we will pay

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

- if the main cover is payable as a lump sum, 50% of the amount of cover shown on your cover summary;
- if the main cover is payable as regular payments, 50% of the amount of cover shown on your cover summary, multiplied by the term of the cover;
- £20,000.

B4 Children’s Critical Illness Cover *continued*

B4.2 How much we will pay *continued*

<p>If your plan includes covers, more than one main cover</p>	<p>The limits in section B4.2 apply to the total amount of all these and we will make only one payment for any child.</p>
<p>If you have more than one plan with us on the life of the same person, and these provide the same or similar Children’s Critical Illness Cover</p>	<p>The above limits apply across all such plans, and we will make only one payment for any child.</p>
<p>If you have more than one plan with us on the lives of different people, and these provide the same or similar Children’s Critical Illness Cover</p>	<p>The above limits apply across all such plans on the life of each of those people, and we will make a maximum of two payments for any child.</p>

We will work out the amount of cover as at the date of diagnosis of critical illness or Total Permanent Disability. 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. We will not take into account any change to the amount of cover after this date.

B4.3 When we will not pay a claim

<p>We will not pay a claim if:</p>	<ul style="list-style-type: none"> • it is the result of any existing condition or related condition that you knew about when the child first became covered by the plan; • it is the result of a congenital illness or condition; • the child dies within 14 days of the diagnosis of the critical illness or Total Permanent Disability; • the child is under the age of 30 days or over the age of 18 years; • the child does not meet the definition of critical illness or Total Permanent Disability in section D; <p><i>or</i> it is the result of intentional self-inflicted injury.</p>
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There’s more information that applies to this cover in:

<p>Section C1:</p>	<p>How to make a claim</p>
<p>Section C4:</p>	<p>General terms and conditions</p>
<p>Section D:</p>	<p>Definitions of the words we use</p>

B5 Income Cover for Sickness

This applies to you if Income Cover for Sickness is shown on your cover summary.

B5.1 When we will pay a claim

We will start paying this cover	If the person covered is diagnosed as being incapacitated for a continuous period longer than the deferred period shown in your cover summary, during the term of your cover.
We will continue paying this cover	Until the earliest of the following events happens: <ul style="list-style-type: none">• the person covered is no longer 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;• 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 will treat the further period of incapacity as a connected claim and start to pay the cover straight away provided that:

- the person covered did not 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 will only pay a connected claim for the remainder of the cover payment period, if:

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

We will 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 is a cover payment period shown in the additional features and the person covered returns to work after the end of this period, we will not pay any further claim for any cause until the person covered has returned to work continuously for at least 26 weeks.

B5 Income Cover for Sickness *continued*

B5.2 How much we will pay

What's shown in your cover summary

How much we will pay

Level regular payments

We will pay 1/12th of whichever of the following amounts is lower:

- the amount of cover shown on your cover summary;
- or* the pre-incapacity earnings of the person covered multiplied by the maximum percentage of pre-incapacity earnings shown in the additional features of your cover summary.

If at the time of a claim the person covered is not in work, the amount we will pay is also subject to a maximum of £1,000 a month.

We will pay this monthly in arrears.

If you have any other plan with us or with any other company which provides what we judge to be similar covers, we will reduce the amount we pay by the total amount of cover from all such plans. 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 earnings of the person covered;
- makes payments to any mortgage, loan, credit agreement or credit card on behalf of the person covered;
- or* makes contributions to any pension arrangement on behalf of the person covered.

If the person covered continues to receive earnings from any form of employment or self-employment or payments from any pension arrangement while they are incapacitated, we will reduce the amount we pay by the total of all such earnings or pension payments.

Increasing regular payments

We will pay 1/12th of whichever of the following amounts of cover is lower:

- the amount of cover shown on your cover summary or the amount we have written to tell you following an increase, whichever is greater;
- or* the pre-incapacity earnings of the person covered multiplied by the maximum percentage of pre-incapacity earnings shown in the additional features of your cover summary.

If at the time of a claim the person covered is not in work, the amount we will pay is also subject to a maximum of £1,000 a month.

We will pay this monthly in arrears.

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.

If you have any other plan with us or with any other company which provides what we judge to be similar covers, we will reduce the amount we pay by the total amount of cover from all such plans. 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 earnings of the person covered;
- makes payments to any mortgage, loan, credit agreement or credit card on behalf of the person covered;
- or* makes contributions to any pension arrangement on behalf of the person covered.

If the person covered continues to receive earnings from any form of employment or self-employment or payments from any pension arrangement while they are incapacitated, we will reduce the amount we pay by the total of all such earnings or pension payments.

B5 Income Cover for Sickness *continued*

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

If we have 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 will pay a reduced amount of cover. We will 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 would pay if the person covered remained incapacitated and was not working. Where the reduced earnings vary the amount paid under this cover will also vary. We will need evidence of the reduced earnings.

We will pay this reduced amount provided that the person covered:

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

We will continue to pay this reduced amount of cover until the earliest of the following events happens:

- the person covered returns to work full-time;
 - the earnings from part-time work of the person covered are more than their pre-incapacity earnings;
 - we have paid this reduced amount of cover for a period of 12 months;
 - if there is a cover payment period shown in the additional features, the cover payment period ends;
 - the cover ends;
- or* the person covered dies.

How much we will 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 will pay a reduced amount of cover. We will 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 would pay if the person covered remained incapacitated and was not working. Where the reduced earnings vary the amount paid under this cover will also vary. We will need evidence of the reduced earnings.

We will 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.

B5 Income Cover for Sickness *continued*

How much we will pay if the person covered goes back to work in a different occupation *continued*

We will continue to pay this reduced amount of cover 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;
 - if there is a cover payment period shown in the additional features on your cover summary, the cover payment period ends;
 - the cover ends;
- or the person covered dies.

We work out the amount of cover as at the date of diagnosis of incapacity. We will not take into account any change to the amount of cover after this date, other than the one under section C3.1 increasing cover.

B5.3 When we will not pay a claim

We will not pay a claim if:

- it is the result of intentional self-inflicted injury;
 - it is the result of an excluded cause shown on your cover summary;
 - the person covered does not 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 United Kingdom, Channel Islands or Isle of Man

- we will cancel the cover and will not pay any claim.
- You must therefore tell us if the person covered no longer lives in the United Kingdom, Channel Islands or Isle of Man.

If the person covered is temporarily resident outside the United Kingdom, Channel Islands or Isle of Man

- we will only pay a claim for a maximum of 12 months, unless they permanently return to the United Kingdom, Channel Islands or Isle of Man.

You must therefore tell us if the person covered temporarily leaves the United Kingdom, Channel Islands or Isle of Man.

for example, because they are travelling on business or for pleasure, or because they have taken up a temporary secondment with the same employer

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

B6 Payment Cover for Sickness

This applies to you if Payment Cover for Sickness is shown on your cover summary.

B6.1 When we will pay a claim

We will start paying this cover, if one person is covered	If the person covered is diagnosed as being incapacitated for longer than the deferred period, during the term of your cover.
We will start paying this cover, if two people are covered	<p>If either of the people covered is diagnosed as being incapacitated for longer than the deferred period, during the term of your cover.</p> <p>For the avoidance of doubt, if both people covered are diagnosed as being incapacitated at the same time, we will only cover the payment once.</p>
We will continue paying this cover	<p>Until the earliest of the following events happens:</p> <ul style="list-style-type: none">• the person covered is no longer incapacitated;• the person covered returns to any work;• the cover ends;• 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 will treat the further period of incapacity as a connected claim and start to pay the cover straight away provided that:

- the person covered did not 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;
- you tell us within 2 weeks of the date the person covered stops work again.

B6.2 How much we will pay

We will pay your cover payments for you.

B6 Payment Cover for Sickness *continued*

B6.3 When we will not pay a claim

We will not pay a claim if:

- it is a result of self-inflicted injury;
 - it is the result of an excluded cause shown on your cover summary;
 - the person covered does not meet the definition of incapacitated in section D;
- or if any medical or other evidence is not supplied when we ask for it.
-

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 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 to support the claim;
- evidence of the income of the person covered;
- evidence of the amount and status of your mortgage.

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 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 terminal illness, a critical illness or Total Permanent Disability;

and be confirmed by our Chief Medical Officer.

For all covers except Life Cover, we will 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
- 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 which are set out in section B5.3.

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

By submitting your completed application form, you warrant that the information you have given us is complete and honest, especially in relation to our questions about the health of the person covered. If, when you make a claim, we find out the information you gave us was inaccurate or incomplete, we reserve the right to stop paying a claim or not to pay it.

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	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	<p>If you are paying monthly:</p> <p>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, either on the same day of the month as the plan starts if this is between the 1st and 28th day, or any other day of the month you choose between the 1st and the 28th day.</p> <p>If you are paying yearly:</p> <p>you must make a payment each year between the first payment and the last payment. These payments are payable on the same day each year as the date the plan starts, or on any other day you choose within the same month.</p>

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 due, we will cancel your plan and you will no longer be covered. We will write to you to confirm that your plan is 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 which are payable as a level lump sum or as level regular payments	We guarantee that provided payments are paid on time, your payment for this cover will not change unless you request a change to the cover.
Guaranteed payments for covers which are payable as an increasing lump sum or as increasing regular payments	We guarantee that provided payments are paid 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 Your payments for your plan *continued*

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

Reviewable payments

We guarantee that your payments for this cover will not 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 will review the payment for this cover each year. Your payment will therefore change on a regular basis.

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

These factors are:

- the future level of claims we pay;
- the amounts of money we will 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; and
- the amount of money we need to hold as financial reserves.

When we review your payment, we will reassess these assumptions and consider whether the combined effect of changes to them has been better or worse than we had assumed. We will also assess what is likely to happen in future. We will then work out how, and if, the payment for the cover needs to be adjusted to take account of this. As a result your payment may increase or reduce by the amount we reasonably believe is necessary.

Whilst your revised payment will always fairly reflect the changes to the factors, it may be significantly greater than your original payment and there is 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 will 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.

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 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.

C3 Changing your plan

C3.1 Increasing Cover

This only applies to any cover that is 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 United Kingdom Government's Retail Price Index (or such other index as we shall determine) 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 Life Cover on all plans you have with us would be more than £5,000,000, your Life Cover will not increase. We will tell you if this happens.

When working out your total amount of Life Cover we include:

- all Life Cover you have in this plan and any other plan you have with us;
- the current amount of any Life Cover payable as a decreasing lump sum;
- the commuted value of any Life 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 Cover Increase Options

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

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

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

We do not need any further medical evidence, but we will need to see evidence of the event.

These options do not apply to any cover or plan which was taken out under a cover increase option.

You cannot 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 cannot use these options if you took out your plan on the life of someone else so that you, as the plan owner, are not the person covered.

You cannot increase your cover using this option if we are currently paying a claim or considering a claim.

You cannot increase your cover using this option if you are not resident in the United Kingdom, Channel Islands or Isle of Man.

You cannot increase Income Cover for Sickness using this option within 12 months of us stopping paying a claim or if you are not working because you are incapacitated.

C3 Changing your plan *continued*

C3.2 Cover Increase Options *continued*

You can increase your cover following any of these events:

- your marriage - you can increase by any amount within the limits below.
- increasing your mortgage either to buy a new home or for home improvements - you can increase by the amount you increase your mortgage subject to the limits below.
- the birth or adoption of a child - you can increase by any amount within the limits below.

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

- half of the original amount of cover;
or £50,000 for all covers payable as a lump sum;
or £3,000 a year for all covers payable as regular payments.

The maximum increase for all events is limited to whichever of the following amounts is lower:

- half of the original amount of cover;
or 125,000 for all covers payable as a lump sum;
or £8,000 a year for all covers payable as regular payments.

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

- the maximum percentage of pre-incapacity earnings 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 will not be able to use this option;
- and* include the same additional features, as the original cover.

We will 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 Joint Life Separation Option

You can use this option if you and your partner have taken out your plan on a joint life basis to cover your mortgage and you and your partner are the people covered. You can change your plan into two separate single life plans if you and your partner separate and as a result:

- you rearrange your mortgage to be in the name of you or your partner only;
- or* either of you take out a new mortgage on a new house.

The new plans must begin within 3 months of the mortgage being rearranged or taken out, whichever is appropriate.

The cover for each person covered under the new plans must be the same as the cover each person had under the old plan.

The new cover will:

- be on the terms and conditions that we offered at the date the original cover started;
- 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 will not be able to use this option;
- include the same additional features, extra payments or exclusions as the original cover; *and* have an amount of cover no more than the amount of the original cover at the date you request this option.

We will base the payment for the new cover on:

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

We will need both you and your partner to agree to use this option and written confirmation from the lender that the mortgage has been rearranged or a copy of the new loan offer as evidence.

You must complete an application form which we will send to you and we may need to ask for further medical evidence. There will be times when we either cannot offer you this option or need to change the terms we offer because of the information on this form or the medical evidence we ask for. We will explain our decision to you if this is the case.

C3 Changing your plan *continued*

C3.4 Joint Life Reinstatement Option

This only applies:

- to a cover when more than one person is covered;
and we pay a claim for Life Cover, or for Critical Illness Cover, or for Life or Critical Illness Cover (the original cover).

In this situation, you may take out a new cover the same as the original cover.

This new cover will be for only the person covered on the original cover who was not the cause of the claim (the relevant person covered). They will have to agree to this new cover being taken out.

We will base the payment for the new cover on:

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

The new cover will:

- be on the terms and conditions that we offered at the date the original cover started;
- 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 will not be able to use this option;
- include the same additional features, extra payments or exclusions as the original cover;
and have an amount of cover no more than the amount of the original cover, at the date we paid the claim.

You must request this option within 3 months of the date we pay the claim under the original cover. You will not be covered until we accept your application to use this option.

You must complete an application form which we will send to you and we may need to ask for further medical evidence. There will be times when we either cannot offer you this option or need to change the terms we offer because of the information on this form or the medical evidence we ask for. We will explain our decision to you if this is the case.

This option may be used only once.

C3.5 Life Cover Reinstatement Option

This only applies to Life or Critical Illness Cover if the additional features section of your cover summary says it is included.

12 months after we pay a claim as a result of a critical illness or Total Permanent Disability, you may take out a new Life Cover only on the life of the person covered who the claim was made for. If no cover remains under the original plan, you may take out a new plan.

The new 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 will not be able to use this option;
- include the same additional features, extra payments or exclusions as the original cover; *and* have an amount of cover no more than the amount of the original cover at the date we paid the claim, subject to a maximum of £500,000.

We will base your payment for the new cover on:

- the terms for the relevant person covered 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 new cover starts; *and* the payment rates and plan charge at the date the new cover starts.

You must request this option within 3 months of the first anniversary of the date we paid the claim on the original cover.

C3.6 Lifestyle review

If any cover was accepted on non-standard terms or smoker rates were charged 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 have made as we may reasonably ask for.

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

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

C3.7 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 to C3.5 apply 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.

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 we send you information about your right to change your mind and cancel your plan. You have 30 days from the date you receive this to cancel your plan. If you cancel your plan in this time we will refund any payments you have made to us.

You may cancel your plan at any other time by giving not less than 30 days' written notice to us at Bright Grey. If you cancel, your plan will end on the day your next payment to us is due, and we will not refund any payments you have made to us.

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.

C4.7 Data protection

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 our products and services;
- administration and customer services;
- credit scoring and fraud prevention;
- research and analysis;
- marketing our own products and services;
- legal and regulatory reasons.

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. We will retain your information for a reasonable period for these purposes and you consent to the overseas transfer of your information for these purposes.

We may share information about you for the purposes listed above with our service providers and agents and to third parties such as auditors, underwriters, reinsurers, medical agencies, credit reference 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 will not 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 relevant to you. We will not do this where you have indicated on your application form for your plan that you do not 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 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 are 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 have 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 and that you have informed them of our identity and the purposes (as set out above) for which their personal data will be processed.

You have the right to ask for a copy of the information that we hold on you, for which we are entitled to charge a small administrative fee.

If you have any queries as to how we will 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 on help@brightgrey.com
or **write to us** at:
Customer Care Team
Bright Grey
2 Queen Street
Edinburgh
EH2 1BG

C4 General terms and conditions *continued*

C4.8 Taxation

If there is any change in any tax and other laws affecting us, the covers set out in your plan documents may be subject to change.

C4.9 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.

C4.10 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 which is lower than the amount shown on your cover summary.

C4.11 Change of occupation

You do not need to tell us if the person covered changes their occupation. We will assess any claim based on their occupation immediately before the claim event happens.

C4.12 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.

C4 General terms and conditions *continued*

We will 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
Telephone: 0845 080 1800
Email: complaint.info@financial-ombudsman.org.uk
Website: 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 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.

C4.13 **If we cannot meet our liabilities**

Your plan is covered by the Financial Services Compensation Scheme. You may be entitled to compensation if we are unable to pay claims due to, for example, insolvency. This depends on the type of business and the circumstances of the claim. The scheme covers most insurance contracts for 100% of the first £2,000 and 90% of the rest 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 are 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

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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.

Critical Illness

We will 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.

AIDS/HIV as a result of an assault

Infection by Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) provided:

- the infection results directly from a physical assault involving involuntary contact with either a hypodermic needle or an infected sharp instrument, or sexual assault without consent;
- the incident happens in one of the countries listed in section C1 after the cover starts and is reported to the police within 5 days;

and a test, showing no HIV or HIV antibodies, is made within 5 days of the incident and a later test is made within 12 months showing infection by HIV or AIDS.

AIDS/HIV as a result of a blood transfusion

Infection by Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) from a blood transfusion received in one of the countries listed in section C1 after the cover starts.

AIDS/HIV through occupational duties or accident

Infection by Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) provided:

- the infection arises during the normal course of duties of any occupation;
- or* the infection results directly from involuntary contact with either a hypodermic needle or an infected sharp instrument and is reported within 5 days;
- and* the incident happens within one of the countries listed in section C1 after the cover starts;
- and* a test, showing no HIV or HIV antibodies, is made within 5 days of the incident and a later test is made within 12 months showing infection by HIV or AIDS.

SECTION D: Definitions of the words we use *continued*

Alzheimer's Disease

Definite diagnosis of Alzheimer's 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.

Aorta Graft Surgery

Undergoing surgery for disease of the aorta needing excision and surgical replacement of a portion of the diseased aorta with a graft. Aorta means the thoracic and abdominal aorta but not its branches.

Aplastic Anaemia

Definite diagnosis of complete bone marrow failure necessitating regular blood transfusions.

The bone marrow failure must result in anaemia, neutropenia and thrombocytopenia.

Bacterial Meningitis

Definite diagnosis of bacterial meningitis resulting in permanent neurological or physical damage.

Other forms of meningitis, including viral meningitis, are specifically excluded.

Benign Brain Tumour

A non-malignant tumour in the brain resulting in permanent deficit to the neurological system.

Tumours or lesions in the pituitary gland are not covered.

Blindness

Total permanent and irreversible loss of all sight in both eyes.

Cancer

Any malignant tumour characterised by the uncontrolled growth and spread of malignant cells and invasion of tissue. The term cancer includes leukaemia and Hodgkin's disease, but the following are **excluded**:

- all tumours which are histologically described as pre-malignant, as non-invasive or as cancer in situ;
- all tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least TNM classification T2N0M0;
- any skin cancer other than invasive malignant melanoma;
- all forms of lymphoma in the presence of any Human Immunodeficiency Virus;
- Kaposi's Sarcoma in the presence of Human Immunodeficiency Virus.

Cardiomyopathy

A definite diagnosis of cardiomyopathy causing permanent impaired ventricular function such that the ejection fraction is 40% or less for at least 6 months when stabilized on therapy advised by the consultant. The diagnosis must also be evidenced by:

- electrocardiographic changes;
- echocardiographic abnormalities;

both of which must be consistent with the diagnosis of cardiomyopathy. All other forms of heart disease, heart enlargement and myocarditis are specifically excluded. Cardiomyopathy related to alcohol or drug misuse is excluded.

Coma

A state of unconsciousness with no reaction to external stimuli or internal needs, persisting continuously with the use of life support systems for a period of at least 96 hours and resulting in permanent neurological deficit. Coma secondary to alcohol or drug misuse is not covered.

Coronary Artery By-Pass Surgery

The undergoing of open-heart surgery on the advice of a Consultant Cardiologist to correct narrowing or blockage of one or more coronary arteries with by-pass grafts but excluding balloon angioplasty, laser relief or any other procedures.

Creutzfeldt-Jakob Disease

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

Total permanent and irreversible loss of all hearing in both ears.

Heart Attack

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

- typical chest pain;
- new characteristic electrocardiographic changes;
- the characteristic rise of cardiac enzymes, troponins or other biochemical markers;

where all of which show a definite acute myocardial infarction. Other acute coronary syndromes, including but not limited to angina, are not covered under this definition.

Heart Valve Replacement or Repair

Undergoing open-heart surgery from medical necessity to replace or repair one or more heart valves.

Kidney Failure

End stage renal failure presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis or renal transplant is initiated.

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.

SECTION D: Definitions of the words we use *continued*

Loss of Independent Existence

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.

Loss of Limbs

The permanent physical severance of two or more limbs from above the wrist or ankle joint.

Loss of Speech

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

Major Organ Transplant

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

Motor Neurone Disease

Definite diagnosis of Motor Neurone Disease.

Multiple Sclerosis

Definite diagnosis of Multiple Sclerosis which satisfies all of the following criteria:

- there must be current impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.
- the diagnosis must be confirmed by diagnostic techniques current at the time of the claim.

Paralysis/Paraplegia

Total irreversible loss of muscle function or sensation to the whole of any two limbs as a result of injury or disease. The disability must be permanent and supported by appropriate neurological evidence.

Parkinson's Disease

Definite diagnosis of Parkinson's Disease. Parkinson's Disease secondary to alcohol or drug misuse is not covered.

Pre-Senile Dementia

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.

Stroke

A cerebrovascular incident resulting in permanent neurological damage. Transient Ischaemic Attacks are specifically excluded.

Third Degree Burns

Third degree burns covering at least 20% of the body surface area.

Deferred period

The deferred period shown in the additional features section of your cover summary. We will not 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.

Incapacitated for Income Cover for Sickness and Payment Cover for Sickness

We will 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 cannot 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 a working tasks definition will apply.

If the person covered is over age 65 at the start of a period of incapacity a living tasks definition will apply.

If the person covered reaches age 65 while a cover is being paid we will reassess the claim at that time based on a 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:

- a) prevents the person covered from doing at least 2 out of the 6 working tasks without the assistance of another person, but with the use of appropriate assistive devices; or
- b) causes mental failure.

If the person covered is over age 65 at the start of a period of incapacity	a living tasks definition will apply.
If the person covered reaches age 65 while a cover is being paid	we will reassess the claim at that time based on a living tasks definition. This might mean we stop paying the cover.

Living tasks definition of 'incapacitated'
 Any illness or injury arising after age 65 which:

- a) 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.

Living tasks
 The 6 living tasks are as follows:

Washing	the ability to wash in a bath or shower (including getting into and out of the bath or shower) such that an adequate level of personal hygiene can be maintained.
Dressing	the ability to put on, take off, secure and unfasten all necessary garments and any medically necessary braces, artificial limbs or other surgical appliances.
Transferring	the ability to move from a bed to an upright chair or wheelchair and vice versa, and to get on and off a toilet or commode.
Mobility	the ability to move from one room to another on a level surface.
Continence	the ability to manage bowel and bladder functions such that an adequate level of personal hygiene can be maintained.
Feeding	the ability to feed oneself once food and drink has been prepared and made available.

Mental failure

Mental failure for 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.

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

The person covered's trade, profession or type of work undertaken for profit or pay. It is not a specific job with any particular employer and is independent of location.

Permanent

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

SECTION D: Definitions of the words we use *continued*

Pre-incapacity earnings

If the person covered is employed, this means their total pre-tax earnings for PAYE assessment purposes (excluding benefits in kind) in the 12 months before they became incapacitated. This may include:

- 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 Schedule D Case I and II of the Income and Corporation Taxes Act 1988 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 are made up mainly of commission or bonuses, we will use their average earnings over the last 3 years before the claim.

Income received from savings and investments will not be included.

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 Schedule D Case I or II.

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 opinion of an attending Consultant and our Chief Medical Officer, the life expectancy of the person covered is no greater than 12 months.

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

We will pay if the person covered is diagnosed as suffering Total Permanent Disability.

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 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 of Total Permanent Disability

Any illness or injury arising before age 65 which permanently:

- 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 cannot 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 full-time paid occupation at the time of the claim

a working tasks definition will apply.

If the person covered is over age 65 at the time of the claim

a living tasks definition will apply.

SECTION D: Definitions of the words we use *continued*

Working tasks definition of Total Permanent Disability

Any illness or injury arising before age 65 which permanently:

- a) prevents the person covered from doing at least 2 out of the 6 working tasks without the assistance of another person, but with the use of appropriate assistive devices; or
- b) causes mental failure.

If the person covered is over age 65 at the time of the claim a living tasks definition will apply.

Living tasks definition of Total Permanent Disability

Any illness or injury arising after age 65 which permanently:

- a) 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.

Total Permanent Disability for Children's Critical Illness Cover

We will pay if the child is diagnosed as suffering Total Permanent Disability. 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 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.

SECTION D: Definitions of the words we use *continued*

We or us or our

Means Bright Grey

Work

Being employed or self-employed.

Working tasks

The 6 working tasks are as follows:

Walking	the ability to walk 200 metres on a level surface with a stick or other aid if required, without stopping or severe discomfort.
Lifting	the ability to pick up 1kg from table height and carry it for 5 metres.
Using a pen, pencil or keyboard	the ability to use a pen, pencil or keyboard with either hand or using any aids.
Hearing	the ability to hear, with a hearing aid if required, well enough to understand someone speaking a common language in a normal voice in a quiet room.
Speech	the ability to be understood in a common language in a quiet room.
Vision	the ability to see well enough to read 16 point print using spectacles or other aids if required.

You or your

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