



# BUSINESS MENU PLAN KEY PERSON INCOME PROTECTION

Plan details - August 2019



**WE GIVE THIS BOOKLET OF TERMS AND CONDITIONS TO EVERYONE WHO BUYS KEY PERSON INCOME PROTECTION UNDER THE BUSINESS MENU PLAN. IT TELLS YOU HOW YOUR COVER WORKS AND EXPLAINS HOW TO MAKE A CLAIM, KEEP YOUR PREMIUMS UP-TO-DATE AND HOW TO MAKE CHANGES TO YOUR COVER.**

These terms and conditions are part of the contract between **you**, the plan owner and **Royal London**. Please keep them in a safe place, as **you** may need them in the future.

The contract between **you** and **Royal London** consists of **your application** to **us**, these terms and conditions, **your** cover summary (which will detail each cover that **you** buy from **us**) and any **endorsements** to these terms and conditions that **we** give **you**.

Where there's a conflict between these terms and conditions and **your** cover summary, the terms set out in **your** cover summary will apply.

**Cancelling your plan**

If, after taking out the plan, **you** feel it isn't suitable, **you** may cancel it by writing to **us** at the address shown on page 4. If **you** do this within 30 days of receiving **your** cover summary and plan details, **we'll** return any premiums **you've** paid. If **you** cancel after the first 30 days, **we** won't refund any of **your** premiums. For information on cancelling **your** cover, see page 13.

If **you** would like this booklet or any other information in large print, in braille or on audio CD, please call **us** on **0345 6094 500**.

**Before you start, please note:**

Any words in **bold** are defined in section 4 of this booklet.

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### Changes before your cover starts

**You** must tell **us** if there's a change to anything in **your application** in the time after **you've** applied for **your** cover, but before the **date we assume risk**. These changes could be affecting **you** or the **person covered**. For example, a change to health, **occupation** or leisure activities of the **person covered** or a change to **your** or the **person covered's** country of residence. If **you** don't let **us** know about any changes **we** might not pay out if **you** make a claim. Or, **we** might change the terms of **your** cover or cancel it.

**We'll** give **you** a copy of **your application** and any other information **we've** been given, if **you** ask **us**. It will help if **you** have **your** plan number to hand when **you** contact **us**.

### Changes at any time

At any time, please remember to tell **us** if any of the following change:

- **you** stop being resident in **the UK**, Jersey, Guernsey or the Isle of Man
- **your** name, or the name of the **person covered**
- **your** address
- **your** bank account.

**You** can contact **us** in the following ways:



0345 6094 500



protectionhelp@royallondon.com



0345 6094 522



Royal London, 1 Thistle Street,  
Edinburgh EH2 1DG



**royallondon.com**

If **you** phone **us**, **we** might record or monitor **your** call so **we** have an accurate record of anything **you** tell **us**.

# 1. HOW YOUR COVER WORKS

Key Person Income Protection is designed to pay out if, during the **term of the cover** the **person covered** can't **work** because of an illness or injury and they meet the requirements of **our** definition of **incapacitated**, or the **person covered** is diagnosed with a **terminal illness** that meets our definition. **You'll** find **our** definitions of **incapacitated** and **terminal illness** and the relevant requirements in section 4.

## How to make a claim

If **you** or **your** representatives want to make a claim, please call **us** on 0345 6094 500.

Please contact **us** as soon as possible, so **we** can help **you** as quickly as **we** can. It will help **us** if **you** have **your** plan number to hand when **you** contact **us**. Before **you** call, please read through the information below.

If the **person covered** is living or working outside **the UK** and **you** want to make a claim, **we** might need the **person covered** to return to one of the countries listed opposite.

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

## What happens when you make a claim

**We'll** send **you** a claim form – please fill it in and send it back to **us**. Depending on what **your** claim is for, **we'll** also ask for other information. For example:

- a birth, marriage or death certificate
- medical information, or medical records
- proof of change of name.

**We'll** pay what **we** consider to be the reasonable cost of all medical reports or evidence **we** ask for.

## Who we'll pay

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

**We** usually pay the owner of the plan the cover is under or, if they've died, their personal representatives. If a personal representative wants to claim, they must send **us** an original Grant of Representation or Confirmation. If there are joint plan owners, **we'll** pay them jointly. If one of the joint plan owners has died, **we'll** pay the survivor of them.

If the plan that **your** cover is under has been assigned, **we'll** pay the assignee. If an assignee wants to claim, they must send **us** the original Deed of Assignment.

If the plan that **your** cover is under is written in trust, **we'll** pay the trustees. The trustees must then follow the terms of the trust to distribute the money to the chosen beneficiaries. If trustees want to claim, they must send **us** the original Trust Deed, and any original deeds altering the trust. **We** won't be responsible for checking that the trust has been properly established, validly altered or whether it has been terminated.

## When we will and won't pay a claim

To confirm that the **person covered** meets the requirements of **our** definition of **incapacitated**, **we** might:

- ask the **person covered** to be examined by a doctor or health specialist **we** choose, or

- ask for any other evidence **we** may reasonably require, for example a report from a GP or treating consultant.

**We'll** pay a claim if:

- Key Person Income Protection is shown on **your** cover summary,
- during the **term of the cover** the **person covered**:
  - meets the requirements of **our** definition of **incapacitated** for a continuous period longer than the **deferred period** shown on **your** cover summary, or
  - meets the requirements of **our** definition of **terminal illness**, and
- the information **you** send **us** is correct and complete, and **your** claim is valid according to these terms and conditions.

**You'll** find **our** definitions of **incapacitated**, **terminal illness** and their relevant requirements in section 4.

**We'll** continue paying until:

- the **person covered** no longer meets the requirements of **our** definition of **incapacitated**,
- the **person covered** goes back to **work**,
- the **cover payment period** shown on **your** cover summary ends,
- the **term of the cover** reaches an end, or
- the **person covered** dies.

**We** won't pay a claim if:

- it's the result of an **exclusion** shown on **your** cover summary,

- it's the result of **intentional self-inflicted injury**, or
- the **person covered** doesn't meet the requirements of **our** definition of **incapacitated**.

We might also not pay **your** claim if:

- **you** or the **person covered** didn't answer the questions on **your application** fully, honestly and to the best of **your** or their knowledge and ability,
- **you** didn't tell **us** about a change in circumstances between when **you** originally submitted **your application** and the **date we assumed risk**. This includes information about the health, **occupation** or leisure activities of the **person covered** or **your** or the **person covered's** country of residence, or
- **you** don't send **us** everything **we** ask for, or if the information **you** do provide is incorrect or incomplete.

## Connected claims

A connected claim happens if:

- **we** start to pay a claim, but stop paying because the **person covered** no longer meets the requirements of **our** definition of **incapacitated**, but
- within the next 52 weeks of **us** stopping making payments, the **person covered** meets the requirements of **our** definition of **incapacitated** once again,

so **you** want to make a further claim.

We'll treat **your** further claim as connected as long as:

- the **person covered** didn't go back to **work** again against their doctor's advice,
- the **person covered** meets the requirements of **our** definition of **incapacitated** from the same cause as the original claim, and
- the **person covered** is in the same **occupation** when the further claim starts.

A connected claim doesn't have a **deferred period**, so we'll start to pay the claim again straightaway.

## How your cover payment period affects a connected claim

The additional features of **your** cover summary shows **your cover payment period**. We'll pay a connected claim for the remainder of this **cover payment period** only if the **person covered** returns to **work** before this **cover payment period** ends.

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

If the **person covered** goes back to **work** after the end of the **cover payment period**, we won't pay any connected claims under this cover until the **person covered** has been back at **work** for at least 26 continuous weeks.

## Unconnected Claims

If another claim is made and is not a connected claim we will pay out at the end of that cover's **deferred period** regardless of how long the **person covered** has been back at **work** if:

- during the **term of the cover** the **person covered**
  - meets the requirements of **our** definition of **incapacitated** for a continuous period longer than the **deferred period** shown on **your** cover summary, or
  - meets the requirements of **our** definition of **terminal illness**, and
  - the information **you** send **us** is correct and complete, and **your** claim is valid according to these terms and conditions.

## How much we'll pay

### If your cover is payable as level regular payments

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

- the amount of cover shown on **your** cover summary, or
- the **pre-incapacity profit** attributable to the **person covered** multiplied by 75% (the maximum percentage of **pre-incapacity profit** shown in the additional features of **your** cover summary).

### If your cover is payable as increasing regular payments

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

- the amount of cover shown on **your** cover summary or the amount **we've** written to tell **you** following an increase, whichever is greater, or
- the **pre-incapacity profit** attributable to the **person covered** multiplied by 75% (the maximum percentage of **pre-incapacity profit** shown in the additional features of **your** cover summary).

**Your** amount of cover will continue to increase each year on the date the plan **your** cover is under started. The additional features in **your** cover summary will show whether **your** cover will increase by a fixed rate or by the **retail price index**. If **you** select this option **your** premiums will also increase each year. This is explained further on page 10.

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

### If you have other plans for key person income protection

We'll reduce the amount **we** pay so that the total income **you** receive equals 75% of the **pre-incapacity profit** attributable to the **person covered** as shown on **your** cover



summary. For example, if **you** have any other plan with **us**, or with any other company, that would, if the **person covered** were to meet the requirements of **our** definition of **incapacitated**, provide an income exceeding 75% of **pre-incapacity profit** attributable to the **person covered**.

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

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

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

In this formula, 'normal cover' means the amount **we'd** pay if the **person covered** continued to meet the requirements of **our** definition of **incapacitated** and doesn't go back to **work**. Where the reduced profits vary, the amount **we'll** pay will also vary. **We'll** need to see evidence of the reduced profit amount.

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

- goes back to **work** for less than 30 hours a week,
- worked more than 30 hours a week before meeting the requirements of **our** definition of **incapacitated**, and
- the profit attributable to the **person covered** is less than the profit attributable to them when they met the requirements of **our** definition of **incapacitated**.

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

- the **person covered** goes back to working their full contractual hours,
- the profit attributable to the **person covered's** part-time **work** in their own **occupation** is more than the **pre-incapacity profit** attributable to them,
- **we've** paid this reduced amount of cover for a period of 12 months,
- the **person covered** is no longer **employed** by the business to who's profits the **person covered** contributes,
- the business who's profits the person covered contributes to stops trading,
- the **cover payment period** ends,
- the **term of the cover** reaches an end, or
- the **person covered** dies,

whichever is the earliest.

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

### Your Premiums

It's really important that **you** keep up to date with paying **your** premiums.

### When your premiums are due

**Your** first premium is due on the date **your** cover starts. **We'll** collect it on this date or shortly after, by direct debit. **Your** last premium is due on the date shown on **your** cover summary. **We'll** tell **you** before **we** collect the first premium.

## **If you're paying your premiums monthly**

**You** must pay a premium every month from the date **your** first premium is due to **your** last. **Your** premiums are usually due on the same day of the month that **your** plan started. If **you'd** rather **we** collected **your** premiums on a different day of the month, please ask **us**.

## **If you're paying your premiums yearly**

**You** must pay a premium every year from the date **your** first premium is due to **your** last. **Your** premiums are usually due on the same day of the year that **your** plan started. If **you'd** rather **we** collected **your** premiums on a different day in the same month, please ask **us**.

## **What happens if you don't pay a premium**

If **you** don't pay **your** first premium, **your** plan won't start – so **you** won't be covered.

If any other premium is five weeks overdue, **we'll** cancel the plan **your** cover is under – so **you** won't be covered at all any more. **We'll** write to **you** to tell **you** that **we've** cancelled **your** plan.

## **What to do if we cancel your plan**

If **we** cancel **your** plan because **you** didn't pay a premium, **you** can ask **us** to restart it. **We'll** need **you** to tell **us** if there has been a change to the health, **occupation** or leisure activities of the **person covered** since **your** plan start date, so there may be times when **we** can't restart **your** plan. If this happens, **we'll** explain **our** decision to **you**.

## **When and how your premiums could change**

### **If your cover is level regular payments**

As long as **you** pay **your** premiums on time, **your** premiums won't change for the **term of the cover**.

### **If your cover is payable as increasing regular payments**

On each anniversary of **your** plan starting, **your** premium will increase by the rate shown in the additional features section of **your** cover summary, multiplied by 1.2. **We'll** tell **you** how much the increase will be at least a month before it takes place.

## 2. CHANGING YOUR COVER

### Increasing cover

This only applies where **you** have chosen **your** amount of cover to be payable as increasing regular payments.

The amount of cover will increase each year on the anniversary of the date **your** plan started, which will be shown on **your** cover summary. The additional features in **your** cover summary shows whether **your** cover will increase each year by a fixed rate or by the **retail price index**. As **your** amount of cover increases, **your** premiums will also increase.

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

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

If **you** add a new cover to **your** plan, **your** new cover may start on a different day than **your** plan started. The date **your** original plan started can be found on **your** original cover summary. Where this happens, the first increase in **your** amount of cover for **your** additional cover will

be on the first anniversary of **your** plan start date which comes after this additional cover has been in force for 12 months.

### Cover Increase Options

**Your** plan comes with Cover Increase Options. This means **you** can increase **your** cover in certain circumstances, without giving **us** any medical information.

### How it works

**You** can increase **your** cover, without giving **us** any medical information, if there's an increase:

- in the value of a key person
- to **your** business mortgage or loan but not if there's an increase in **your** overdraft
- in the value of a partner's, limited liability partnership member's or shareholder's interest in the business.

All **we** need to see is some evidence of the event:

- how the value of the key person has been calculated and **we** might need to see copies of the business accounts
- written confirmation from the lender or a copy of the new loan offer
- evidence of the increase in the value of partner or shareholder interest.

**You** need to ask **us** to increase **your** cover within six months of the event happening. And the **person covered** must be under 55 at the time – if there are two people covered, both of them must be under 55. **We'll** work out a new premium for **your** cover, and **you** can decide whether **you** want to go ahead with the increase.

## Limits on increasing your cover

**You** can increase **your** cover more than once but the total **you** can increase **your** cover by is the lower of:

- half **your** original cover amount, or
- £10,000 a year.

If **you** have more than one type of cover or more than one plan on the life of the same **person covered** with **us**, the limits apply to all of them added together – not separately to each of them.

Key Person Income Protection comes with some extra limits, so that the total amount of cover **you** have is no more than the lower of:

- the maximum percentage of **pre-incapacity profit we** originally agreed to cover, and
- **our** maximum cover amount.

## Limits for an increase in the value of a key person

**You** can increase **your** cover by a maximum of:

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

**Your** new cover will have the same additional features as **your** original cover. And it will be on the terms and conditions **we** offer at the time of the increase. It must last at least as long as **our** minimum term at that time, but no longer than the time remaining on **your** original cover. So if the time remaining on **your** original cover is less than **our** minimum term, **you** can't increase **your** cover in this way.

**Your** premiums will be based on:

- the terms **we** applied to **your** original plan – or, at the time of any restart
- **our** pricing when **we** increase your cover
- the **person covered's** age when **we** increase **your** cover.

**We** can't offer **you** Cover Increase Options if:

- **we** accepted **your** plan on non-standard terms – for instance, if **we** had to charge **you** a higher premium, or if **we** had to apply some **exclusions**
- **we're** paying a claim, considering a claim, or if a medical practitioner has given the **person covered** a diagnosis or possible diagnosis that would allow **you** to claim
- if **you** claimed for incapacity, **you** can't use Cover Increase Options within 12 months of **us** stopping **your** payments
- **you're** not resident in **the UK**, Jersey, Guernsey or Isle of Man.

## Lifestyle review

If **we** didn't accept **your** cover on **standard terms** or **we** charged smoker rates, and the **person covered** changes their lifestyle in a way that **you** think reduces the likelihood of a claim, **you** can ask **us** to review the terms for **your** cover. For example, perhaps the **person covered** was a smoker when the cover started but has now given up.

**We** may need to ask for medical information about the **person covered**, or see proof that the **person covered** has changed their **occupation** before **we** make any changes to the terms of **your** cover.

If **we** can, **we'll** change the terms of **your** cover to reflect the change in lifestyle of the **person covered**. This may mean **we** could reduce **your** premium or remove an **exclusion**. If **we** can't change the terms of **your** cover, **we'll** explain why.

### **Changing your cover in other ways**

**You** can ask **us** to change **your** cover in other ways not included in this section. For example, **you** might want to add a new cover to **your** plan or reduce an existing cover. **You** can ask **us** to do this at any time. If **you** want to add a new cover to **your** plan, **we'll** need to ask the **person covered** for new medical information.

**You** can't add a new cover to **your** plan or increase an existing cover if **you're** no longer resident in **the UK**, Jersey, Guernsey or Isle of Man. If **you** remove a cover **you** may not be able to add it back on at a later date if **your** circumstances or the circumstances of the **person covered** have changed.

## **3. GENERAL TERMS AND CONDITIONS**

### **Source of covers**

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

### **Membership of Royal London**

Neither **your** cover nor the plan that it is under, entitles **you** to membership of **Royal London** or participation in profit share.

### **Cancelling your cover**

When **your** cover starts **you** have the right to change **your** mind and cancel **your** cover. If **you** do so within 30 days of receiving **your** cover summary and plan details, **we'll** refund any premiums **you've** paid to **us**. If **you** cancel after 30 days, **your** cover will end and **you** won't get anything back.

**You** can cancel **your** cover or the plan that it is under by contacting **us**. **Our** address is on page 4 of this booklet. **You** may also want to contact **your** bank to cancel **your** direct debit instruction. **You** should only do this if **you** intend to cancel all of the covers under **your** plan. If **you** intend to only cancel some of **your** covers, **we'll** automatically reduce the amount **we** collect once those covers have been cancelled.

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

If **you** cancel **your** cover, or the plan that **your** cover is under, after 30 days, **your** cover will end on the day **your** next premium would be due. **You'll** still be covered until that date. So, if **you've** asked **us** to collect **your** premium on a different date to the one on which it's due, **we'll** still collect that premium from **you**. Because **you** are cancelling after the 30 day cancellation period, **we** won't refund any premiums **you've** paid to **us** for the cover **you're** cancelling.

For example, if:

- **your** cover started on 1 February,
- **you** ask **us** to collect **your** premium on the 15th day of each month, and
- on 10 April **you** ask **us** to cancel **your** cover, then,
- **we'll** collect **your** premium due on 1 April because this became payable before **you** asked **us** to cancel **your** cover,
- **we'll** collect this on 15 April because **you've** asked **us** to collect **your** premium on that day, and
- **we'll** cancel **your** cover on 1 May because this is the first day on which **your** next premium would be due.

If **you** cancel, **we'll** tell **you** the date on which **your** cover will end, and whether **you** need to pay a final premium. If **you** don't pay **your** final premium:

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

### Cash-in value

**Your** cover, and the plan that it is under, have no cash-in value at any time. This means that if **you** cancel **your** cover or the plan that it is under, after the 30 day cancellation period, **you** won't get anything back.

### Paying claims

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

### Interest

**We'll** pay interest if payment of any claim is delayed by more than two calendar months after the claim event. The rate of interest will be the Bank of England base rate less 0.5% a year, with an overall minimum of 0.5% a year, calculated on a daily basis.

### Exercise of discretion

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

### How we use your personal information

As a customer of Royal London we use your information in a number of ways. This is a notice which we are required to give you under the data protection laws. It tells you how Royal London will use your personal information.

In this notice we've included the uses that we feel would be most important to you. There's further information in our **full privacy notice on our website**.

## How do you use my information?

We use your information, which may be provided by you, through your adviser or from your medical professional, in order to set up and service your plan and meet our legal obligations, such as when:

- Setting up and administering your plan.
- Completing any requests or managing any queries or claims you make.
- Verifying your identity and preventing fraud. This is usually where we have a legal obligation.
- Fulfilling any other legal or regulatory obligations.

We also use your information for activities other than plan administration or to comply with legal obligations. Where we do this we need to have a 'legitimate interest'. Activities are assessed and your rights and freedoms are taken into account to ensure that nothing we do is too intrusive or beyond your reasonable expectations. We use legitimate interests for:

- Researching our customers' opinions and exploring new ways to meet their needs – we use personal information to help us understand that our products, services and propositions suit our customers' needs and meet their expectations, as well as improving your customer experience.
- Assessing and developing our products, systems, prices and brand – we generally combine your information with other customers' in order to check if our products are priced fairly, are suitable for our customers and to check if our communications are easy to understand.

- Sending you marketing information – we don't currently send you marketing information about our products. However, we're looking to start communicating with you more frequently about your plan and also finances in general.
- Monitoring the use of our websites. You can see our cookies policy at [royallondon.com/cookies](http://royallondon.com/cookies).

If we lose touch we'll use a trusted 3rd party to find you and reunite you with your plan, if we can.

We may also monitor and record phone calls for training and quality purposes. This means we have an accurate record of what you tell us to do.

If you want further information about our use of your information for our legitimate interests, you can contact us using the details below. You also have the right to object to any processing done under legitimate interests, which means we may stop using your information in some circumstances.

## Who sees and uses my personal information?

Employees of Royal London who need to see or work on your plan are given access to your personal information in order to support you. For example, our call centre staff will access your plan details if you call us.

In addition to our own staff we share your information with other companies so that we can administer your plan and provide our services to you. We only use trusted 3rd parties, such as:

- Service providers, for example UnderwriteMe, who we work with to provide our automated underwriting.

- ID authentication and fraud prevention agencies.
- Your authorised financial adviser(s).
- Auditors.
- Reassurers.
- Medical agencies.
- Legal advisers and legal/regulatory bodies.
- Other insurance providers.
- External market research agencies.
- Data Brokers, for example Experian, in order for us to best understand the products that would be most suited to you.

We make sure the use of your information is subject to appropriate protection and we will never sell your information.

### Overseas transfers

Depending on the plan you have, some of your personal information might be processed outside of the European Economic Area (EEA). For more information see the full privacy notice on our website.

### What are my rights?

**Access** – You have the right to find out what personal information we hold about you.

**Rectification** – If any of your details are incorrect or incomplete, you can ask us to correct them for you.

**Erasure** – You can also ask us to delete your personal information in some circumstances.

**Object** – If you have concerns about how we’re using your information, you have the right to object in some circumstances.

**Direct marketing** – You have a specific right to object to direct marketing, which we’ll always act upon.

**Restriction** – You have the right to ask us to restrict the processing of your personal information in some circumstances.

**Data Portability** – In some circumstances, you can ask us to send an electronic copy of the personal information you have provided to us, either to you or to another organisation.

We also make automated underwriting decisions about you when you request a quote or make an application. We use the information you provide as part of the application to decide what price to offer you. You have a right to ask for a person to reassess any automated underwriting decisions we make. More information can be found at [royallondon.com/protectionandprivacy](https://royallondon.com/protectionandprivacy).

If you wish to exercise any of these rights please contact us in writing using the contact details below.

### How can I find out more?

Our full privacy notice contains more detail on how we use your information, how long we keep your information for our ‘lawful basis’ and your rights under data protection laws.

You’ll find the full notice at [royallondon.com/privacynotice](https://royallondon.com/privacynotice) or you can call **0800 085 8352** for a recorded version or if you want this in another format.



## How to contact our Data Protection Officer (DPO):



GDPR@royallondon.com



Royal London, Royal London House,  
Alderley Road, Wilmslow, Cheshire  
SK9 1PF

### When we may change the terms and conditions applying to your cover or cancel your cover

We may make changes to the terms and conditions applying to **your** cover (including **your** premiums) in the circumstances set out in the paragraphs numbered 1 to 4 on pages 17 and 18.

We can separately make changes to how we use **your** personal information, details of which is set out on pages 14-16. We may update this notice from time to time and we'll alert **you** to the important updates. It's not meant to be a legal contract between **you** and **Royal London** and this doesn't affect **your** rights under data protection laws.

We will, where appropriate, take account of actuarial advice when we make any changes.

We may cancel **your** cover in the circumstances set out in paragraph 1.

We'll normally give **you** 90 days' written notice of a change. This may not be possible for changes which are outside **our** control.

We'll give **you** as much notice as we can in such circumstances.

1. We may make changes to the terms and conditions applying to **your** cover (including **your** premiums) or cancel **your** cover if:

- **you** don't tell **us** about changes to any of the answers **you** or the **person covered** gave in the **application**, or to information provided in relation to **your application**, between the date it was completed and the **date we assume risk** on **your** cover,
- the **person covered** doesn't provide their consent for **us** to ask for medical information within six months of the start of **your** cover from any doctor they have consulted about their physical or mental health to check the accuracy of any statement made in, or in connection with, **your application**,
- any question answered or any statement made in, or in connection with, **your application** is inaccurate or misleading and this affects **our** decision on the cover we're willing to provide,
- **you** make a claim and we find that **you** or the **person covered** haven't told **us** something that affects **your** cover, or
- **you** don't keep **your** premiums up-to-date.

2. We may make changes to the terms and conditions applying to **your** cover (including **your** premiums) that we reasonably consider are proportionate in the circumstances if, because of a change in legislation, regulation or established practice in relation to such legislation or regulations, or any relevant change or circumstance beyond **our** control:

- it becomes impracticable or impossible to give full effect to the terms and conditions applying to **your** cover,

- failing to make the change could, in **our** reasonable opinion, result in **Royal London's** policyholders not being treated fairly, or
- the way that **we're** taxed or the way that the plan that **your** cover is under is taxed is changed.

3. **We** may make changes to the terms and conditions applying to **your** cover (including **your** premiums) that **we** reasonably consider won't adversely affect **you**. These may include, for example, changes needed to reflect new services or features that **we** wish to make available to **you**.

4. **We** may make changes to the terms and conditions applying to **your** cover (including **your** premiums) if **we** become aware of any error or omission in this plan details booklet. **We'll** only make such changes to bring the plan details booklet into line with **your** cover summary or the key facts document relevant to **your** cover.

## **Contract**

The Business Menu Plan is a contract between **you** and **Royal London** based on **your application** to **us**. These terms and conditions are part of the contract between **you** and **us** and should be kept in a safe place. The contract consists of **your application**, these terms and conditions, **your** cover summary for each cover **you** buy and any **endorsements** to these terms and conditions that **we** give **you**. Where there's a conflict between the terms and conditions and **your** cover summary, the terms set out in **your** cover summary will apply.

## **Mis-statement of age**

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

## **Complaints**

**We** hope that **you'll** never have reason to complain, but if **you** do, **you** can contact **us**:



0345 6094 500



protectionhelp@royallondon.com



Royal London, 1 Thistle Street,  
Edinburgh EH2 1DG

**We'll** always try to resolve complaints as quickly as possible. If **we're** unable to deal with a complaint within three working days of receiving it, **we'll** send **you** a letter to acknowledge **your** complaint and give **you** regular updates until **your** complaint is resolved.

**We** can give **you** more information about **our** complaint handling procedures on request.

**We're** committed to resolving complaints whenever possible through **our** complaints procedures. If **we** can't resolve a matter satisfactorily, **you** may be able to refer **your** complaint to the Financial Ombudsman Service.

If **you** make a complaint **we'll** send **you** a leaflet explaining the Financial Ombudsman Service. The leaflet is also available on request or **you** can contact the Ombudsman direct:



Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR



0800 0234 567  
(calls to this number are now free on mobile phones and landlines)



0300 1239 123  
(calls to this number cost no more than calls to 01 and 02 numbers)



complaint.info@financial-ombudsman.org.uk



financial-ombudsman.org.uk

The Financial Ombudsman Service has been set up by law to help settle individual disputes between consumers and financial firms. They can decide if **we've** acted wrongly and if **you've** lost out as a result. If this is the case they'll tell **us** how to put things right and whether this involves compensation. Their service is independent, free of charge and **we'll** always abide by their decision. If **you** make a complaint, it won't affect **your** legal rights.

### If we can't meet our liabilities

**Your** plan is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation if **we're** unable to pay claims due to, for example, insolvency. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme [www.fscs.org.uk](http://www.fscs.org.uk).

### Law

The law of England and Wales applies to **your** cover and the plan that it is under.

### Notices of assignment

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



Royal London, 1 Thistle Street,  
Edinburgh EH2 1DG

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

### Rights of third parties

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

## 4. DEFINITIONS OF THE WORDS WE USE

This section explains all of the words in **bold** found within this booklet.

### Application

This is the application to **Royal London** completed either on paper, online or over the phone containing the information and the answers to the questions that **we** have used to set up **your** cover and includes any related information provided to **us** (or to the medical examiner for **Royal London** or a third party acting on behalf of **Royal London**). Any data capture form used by **your** financial adviser in order to then complete **your** online **application** doesn't form part of **your application**.

### Appropriate medical specialist

For the purposes of this cover is a consultant employed at a hospital within the geographical limits listed below who is a specialist in an area of medicine appropriate to the cause of the claim.

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

## Cover payment period

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

## Date we assume risk

The date we assume risk is the later of:

- the date **you** or anyone acting on **your** behalf contacts **us** to ask **us** to start **your** cover, or the plan that **your** cover is under, or
- the date cover starts as shown on **your** cover summary.

## Deferred period

The period of time between when the **person covered** first meets the requirements in **our** definition of **incapacitated** and when **you** will receive **your** first payment from **us**. The **deferred period** is shown in the additional features section of **your** cover summary. Unless **you** have a connected claim (see page 7) or the **person covered** is diagnosed with a **terminal illness** that meets **our** definition, **we** won't pay a claim until the end of the **deferred period**.

## Employed

The **person covered** working for remuneration under a contract of employment and, if in **the UK**, paying class 1 National Insurance contributions.

## Endorsements

Means those documents used to add additional information to **your** cover to amend existing wording which become part of the terms and conditions of **your** cover. **We'll** send an **endorsement** to **you** only if **we've** the ability to make certain types of changes to **your** cover.

## Exclusion

Means a reason shown on **your** cover summary when **we** won't pay a claim.

## Full-time

Means the **person covered** is in a full-time (more than 16 hours each week) paid **occupation**.

## Incapacitated or incapacity

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

For the purpose of the requirements, own **occupation** means the trade, profession or type of **work** that the **person covered** does for profit or pay. It isn't a specific job with any particular employer and is irrespective of location and availability.

### 1. Own Occupation

Loss of the physical or mental ability, before age 70, through an illness or injury to the extent that the **person covered** is unable to do the material and substantial duties of their own **occupation**. The material and substantial duties are those that are normally required for, and/or form a significant and integral part of, the performance of their own **occupation** that can't reasonably be omitted or modified.

If, immediately before the start of the period of incapacity, the **person covered** isn't in a **full-time** paid **occupation**, **we'll** assess the claim based on meeting the serious illness requirements.

## 2. Serious Illness

If, before age 70, the **person covered** meets any of the following definitions, **we'll** pay the claim if they're unable to **work** in their own **occupation** in any capacity.

- **Blindness** – **permanent** and irreversible loss of sight to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in the better eye using a Snellen eye chart.
- **Cancer** – undergoing chemotherapy or radiotherapy in hospital or having received one of those treatments in hospital within the last 3 months.
- **Complete dependency** – being totally incapable of caring for oneself, requiring 24 hour medical supervision in a hospital or nursing home.
- **Deafness** – **permanent** and irreversible loss of hearing to the extent that the loss is greater than 95 decibels across all frequencies in the better ear using a pure tone audiogram.
- **Dialysis** – undergoing dialysis in hospital or having received the treatment in hospital within the last 3 months.
- **Organic brain disease** – an organic brain disease or brain injury which:
  - affects the ability to reason and understand; and
  - the condition has deteriorated to the extent that continual supervision and the assistance of another person is required.

If, the **person covered** isn't in a **full-time** paid **occupation** immediately before they meet **our** serious illness requirements and doesn't meet any of the serious illness requirements, **we'll** assess the claim based on meeting the everyday tasks requirements.

## 3. Everyday Tasks

If, before age 70, the **person covered** is unable to do 3 of the following 9 tasks, **we'll** pay the claim whilst they're unable to **work** in their own **occupation** in any capacity.

Loss of the physical ability through an illness or injury to do at least 3 of the 9 everyday tasks listed below.

The **person covered** must need the help or supervision of another person and be unable to perform the task on their own, even with the use of special equipment routinely available to help and having taken any appropriate prescribed medication.

The everyday tasks are:

- **Sitting** – sit in a chair for at least 30 minutes without unreasonable discomfort.
- **Standing** – stand and perform light tasks such as making a cup of tea, using one hand for support, for a period of at least 5 minutes.
- **Walking** – the ability to walk more than 200 metres on a level surface.
- **Climbing** – the ability to climb up a flight of 12 stairs and down again, using the handrail if needed.

- **Lifting** – the ability to pick up an object weighing 2kg at table height and hold for 60 seconds before replacing the object on the table.
- **Bending** – the ability to bend or kneel to touch the floor and straighten up again.
- **Getting in and out of a car** – the ability to get into a standard saloon car, and out again.
- **Maintaining an ordinary UK driving licence** – reasonable medical opinion prevents the **person covered** obtaining an **ordinary UK driving licence**.
- **Writing** – the manual dexterity to write legibly using a pen or pencil, or type using a desk top personal computer keyboard.

### Intentional Self Inflicted Injury

Means any injury the **person covered** has suffered that is in **our** reasonable opinion the result of a deliberate act by the **person covered**.

### Occupation

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

### Ordinary UK driving licence

Means a group 1 licence as defined in The Motor Vehicles (Driving Licences) Regulations 1999 as amended by The Motor Vehicles (Driving Licences) (Amendment) Regulations 2012, The Motor Vehicles (Driving Licences) Regulations (Northern Ireland) 1996 and any future amendment to the legislation which defines a group 1 licence.

### Permanent

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

### Person covered

The person named as such on **your** cover summary.

### Pre-incapacity profit

Means the average annual gross profit of the business over the three financial years immediately before the **person covered** became **incapacitated** or was diagnosed with a **terminal illness** that meets **our** definition.

### Retail price index

This is the percentage increase in **the UK** government's retail price index (or if that index is no longer available, such other index as **we** reasonably determine to be equivalent) over the 12-month period ending three months before the anniversary of the date the plan started, subject to a minimum of 2% and a maximum of 10%.

### Royal London

The Royal London Mutual Insurance Society Limited.

### Royal London Group

**Royal London** and its subsidiaries.

### Standard terms

**Your** cover is on standard terms unless **we've** charged an extra premium or applied an **exclusion** to **your** cover.

## Term of the cover

The period between the date **your** cover starts (as shown on **your** cover summary) and the date **your** cover ends. Unless the **person covered** dies, the date **your** cover ends is the date shown on **your** cover summary.

## Terminal illness

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

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

## The UK

Means Scotland, England, Wales and Northern Ireland.

## We or us or our

Means **Royal London**.

## Work

Being **employed**.

## You or your

Means the plan owner or their legal successors except where a different meaning is given in these terms and conditions.



## Royal London

1 Thistle Street, Edinburgh EH2 1DG

[royallondon.com](http://royallondon.com)

We're happy to provide your documents in a different format, such as Braille, large print or audio, just ask us when you get in touch.  
All of our printed products are produced on stock which is from FSC® certified forests.

The Royal London Mutual Insurance Society Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The firm is on the Financial Services Register, registration number 117672. It provides life assurance and pensions. Registered in England and Wales number 99064. Registered office: 55 Gracechurch Street, London, EC3V 0RL. Royal London Marketing Limited is authorised and regulated by the Financial Conduct Authority and introduces Royal London's customers to other insurance companies. The firm is on the Financial Services Register, registration number 302391. Registered in England and Wales number 4414137. Registered office: 55 Gracechurch Street, London, EC3V 0RL.