



# PERSONAL MENU PLAN UNEMPLOYMENT COVER

Plan details - April 2017



WE GIVE THIS BOOKLET OF TERMS
AND CONDITIONS TO EVERYONE
WHO BUYS UNEMPLOYMENT
COVER UNDER THE PERSONAL
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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#### **TELLING US ABOUT CHANGES**

### 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 the occupation 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

Unemployment Cover is designed to pay out if, during the term of the cover, the person covered is made redundant or unemployed through no fault of their own, or if they have to give up work to become a carer for a relative full-time, and they meet the requirements of our definition of unemployed. You'll find the requirements of our definition of unemployed 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.

# 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:

- the person covered's earnings
- proof of change of name.

# 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

We'll pay a claim if the person covered is made unemployed through no fault of their own, or they have to give up work to become a carer for a relative full-time. You'll find the requirements of our definition of unemployed in section 4.

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

- Unemployment Cover is shown on your cover summary,
- during the term of the cover the person covered meets the requirements of our definition of unemployed, and
- the information you send us is correct and complete, and your claim is valid according to these terms and conditions.

#### We'll start to pay monthly in arrears from:

- the date the person covered registers that they're unemployed with the appropriate Government office in the UK, Channel Islands or Isle of Man and they start to receive any benefits, or
- the end date of when the **person covered** has served their notice or the end date of any notice period they are entitled to (including any notice period waived by a settlement agreement), or
- when the person covered's pay in lieu of notice stops,

#### whichever is later.

You'll find our definition of unemployed and the relevant requirements in section 4.

### We'll continue paying until:

- the cover payment period ends,
- the term of the cover reaches an end,
- the person covered goes back to work,
- the person covered no longer meets the requirements of our definition of unemployed, or
- the person covered dies.

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

- the person covered doesn't meet the requirements of our definition of unemployed,
- the person covered knew when you
  took out the cover, or could reasonably
  be expected to have known, that they
  were going to be made redundant, or that
  they were going to become a carer for a
  relative full-time,
- the person covered lost their job because of misconduct, including taking part in industrial action, failing to meet their employer's standards or anything else that made their employer take disciplinary action against them,
- the person covered chose to become unemployed or be made redundant, resigning for whatever reason, retiring, leaving their employment voluntarily or accepting early retirement in lieu of unemployment, unless they did so to become a carer for a relative full-time,
- the person covered becomes unemployed, or is notified that they'll become unemployed at a later date, within eight weeks of the cover starting or the date we assume risk on the plan, whichever is later,
- part of the claim is for increased cover, when we accepted that increase less than eight weeks ago, or your increased cover has been in force for less than eight weeks,
- the person covered wasn't continuously employed or self-employed for at least six consecutive months when the cover started, or

 the person covered's work when they claim is temporary, seasonal, casual (including for an employment agency) or regularly involves unemployment.

We might also not pay or might stop paying 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 occupation 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.

# Switching cover from another insurer

If the Unemployment Cover you've taken out with us is:

- replacing Unemployment Cover with another insurer, and
- that Unemployment Cover with another insurer was held by you for at least 90 days before you replaced it with ours,

we'll waive the eight week period mentioned under 'we won't pay a claim if' section on page 6, subject to some conditions set out below. However, if you make a claim during the eight week period the amount of cover we'll pay you will be the lowest of:

- the amount of Unemployment Cover you were covered for with your previous insurer,
- the amount of cover **you** have as shown on **your** cover summary, or
- the maximum monthly amount we could pay you. You'll find the maximum amounts we'll pay are set out on page 8.

We will pay this amount of cover until:

- the cover payment period ends,
- the term of the cover reaches an end,
- the person covered goes back to work,
- the person covered no longer meets the requirements of our definition of unemployed, or
- the person covered dies.

If the person covered is made unemployed after the end of the eight week period, then the most that we'll pay is as explained on page 8.

We won't be able to waive the eight week period where the Unemployment Cover you had with a previous insurer was cancelled by them or the sole purpose of the Unemployment Cover was for credit card protection.

If you need to make a claim during the eight week period, we'll ask you to give us:

- the policy documents for your previous Unemployment Cover, or
- your permission in writing for us to contact your previous insurer. We'll do this if you can't give us your policy documents, or if the documents don't have the information we need. If you don't give us your written permission to speak with your previous insurer, we'll be unable to waive the eight week period.

#### 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 unemployed, but
- within the next three months of us stopping making payments, the person covered meets the requirements of our definition of unemployed once again,

so you want to make a further claim.

We'll treat your further claim as connected as long as the person covered meets our definition of unemployed.

# How your cover payment period affects a connected claim

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

If we stop paying a claim and then the person covered becomes unemployed again within three months, we'll pay for the remainder of the cover payment period.

The remainder is the difference between the length of your cover payment period and how long in months we paid your original claim 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 a connected claim for another 16 months if the person covered meets our definition of unemployed.

#### 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 person covered's pre-unemployment earnings multiplied by 55% (the maximum percentage of pre-unemployment earnings 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 person covered's pre-unemployment earnings multiplied by 55% (the maximum percentage of pre-unemployment earnings 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 pages 10 and 11.

Your amount of cover will continue to increase each year on the date the plan your cover is under started, as long as the maximum cover amount of £36,000 has not been reached. If the maximum amount of cover is reached, we won't allow any more increases to your amount of cover. If you selected the maximum cover amount of £36,000 when your cover started, your cover will increase once only on the first anniversary of the plan your cover is under starting.

We'll pay your amount of cover monthly in arrears.

#### **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 occupation 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

Your premiums will stay the same for one year from the date your plan starts. After this time, we'll review them every year, on the anniversary of your plan start date, which is shown on your cover summary.

They could go up or down after each review, depending on a number of factors.

When we first work out how much your premiums should be, we'll look at different factors such as:

- the future level of claims we expect to pay
- the amount of money we'll pay to reinsurance companies with whom we share the costs of claims
- the number of plan owners who give up their plans early
- our expenses
- inflation
- investment returns
- taxes
- the amount of money we need to hold as financial reserves.

When we review your premiums, we'll look at these factors again. If their combined effect has been positive for us, we might be able to make your premiums cheaper. If not, your premiums may stay the same or increase.

If we change your premiums, we'll do this on the anniversary of your plan start date, which is shown on your cover summary. We'll tell you at least a month in advance if this is going to happen.

Your premiums could change significantly but your new premium will always be a fair reflection of all the different factors we've looked at. There's no limit to what the change might be, so it may be much more than your original premium. Of course, when we tell you how much your new premium will be, you're free to cancel or reduce your cover if you want to. You can ask us to do this using the contact details on page 4.

Your Unemployment Cover premiums will include insurance premium tax (IPT). The UK government can change the rate of tax at any time. We'll change your premium to take into account any change in this tax but your premium could increase as a result.

# If your cover is payable as increasing regular payments

**Your** premium will increase once a year, on the anniversary of **your** plan start date, which is shown in **your** cover summary. The increase each year will be based on:

- how much **your** amount of cover is increasing by, and
- the premium rates we use when we review your premium, and

We'll write to tell you how much the increase will be at least a month before it takes place. Unless we hear from you, we'll start collecting the increased premium from the date we tell you. For more information on increasing cover, see opposite.

#### 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 cover on all plans **you** have with **us** would be more than £36,000 a year (our maximum amount of Unemployment Cover), **your** cover won't increase. **We'll** tell **you** if this happens. When working **your** out total amount of cover **you** have **we** include all cover **you** have under the plan that this cover is under and 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** cover comes with Cover Increase Options. This means **you** can increase **your** amount of cover in certain circumstances.

#### How it works

You can increase your amount of cover, if the person covered:

- gets married or divorced, or enters into or dissolves a civil partnership
- · increases their mortgage
- has or adopts a child
- gets an increase in salary.

All we need to see is some evidence of the event for example: the certificate for the marriage, civil partnership, birth or adoption, or a copy of their mortgage loan offer, or a letter from their employer confirming an increase in salary.

You need to ask us to increase your cover within six months of the event happening.

And the **person covered** must be under the age of 55 at the time of the request to increase. **We'll** work out a new premium for **your** cover, and **you** can then 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 lowest of:

- half your original amount of cover, or
- the person covered's pre-unemployment earnings at the time of the increase, multiplied by 55% less the total amount of cover you have before the increase,
- the maximum amount of cover we offer at the time of the increase less the total amount of cover you have before the increase, or
- £10,000 a year.

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

Your new cover will have the same additional features as your original cover, which are shown on your cover summary. Your new cover will be on the terms and conditions that 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. You can find the end date of your original cover on your cover summary that we sent to you at the time you took out your original plan. So, if the time remaining on your original cover is less than our minimum term at that time, you can't increase your cover in this way.

Your new premiums will be based on:

- the terms we applied to your original cover – or the terms that applied if your cover has been restarted, and
- our pricing when you increase your cover.

We can't offer you Cover Increase Options if:

- we're paying a claim or considering a claim, or
- you're not resident in the UK, Jersey, Guernsey or Isle of Man.

### 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 information about their eligibility for cover.

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

Unemployment Cover will be underwritten by UK General Insurance Limited on behalf of Surestone Insurance dac.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. The firm is on the Financial Services Register, with registration number 310101. It is registered in England and Wales with company number 04506493 and has its registered office at Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ. Surestone Insurance dac is an insurance company established in Ireland, with registration number E340407 and has its registered office at Alexandra House, The Sweepstakes, Ballsbridge, Dublin 4, Ireland.

Royal London Marketing Limited will make this insurance available as a cover under the plan on behalf of UK General Insurance Limited and Surestone Insurance dac.

Royal London Marketing Limited is authorised and regulated by the Financial Conduct Authority. The firm is on the Financial Services Register, with registration number 302391. It is registered in England and Wales with company number 4414137 and has its registered office is at 55 Gracechurch Street, London, EC3V 0RL. Royal London Marketing Limited is part of the Royal London Group.

You can check the authorisations of UK General Insurance Limited, and Royal London Marketing Limited at fca.org.uk/register or by calling the FCA on 0800 111 6768.

We reserve the right to withdraw Unemployment Cover or alter its terms if Surestone Insurance dac is unable to continue to provide this cover on the current terms. If this happens we'll try to find an alternative provider, but if we can't, the cover will be cancelled or altered from the next anniversary of the date cover started. We'll give you 30 days written notice of any change of insurance provider and we'll tell you at least 90 days before we cancel the cover or alter its terms.

### 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 and verify your identity

We (The Royal London Mutual Insurance Society Limited and our businesses and divisions) may obtain personal information either from you directly, or with your consent, from your approved intermediary or from other sources such as your doctor or an identification agent.

We'll use your personal information (including sensitive personal information) for the following purposes:

- providing and developing our products and services
- improving our customer care
- verifying your identity and fraud prevention
- research and analysis
- marketing
- · legal and regulatory reasons
- administering your plan.

We'll keep your personal information for a reasonable time and we may also share information about you with other companies within the Royal London Group, your approved intermediary, our service providers and agents and with third parties such as auditors, underwriters, reinsurers, medical agencies, identity authentication and fraud prevention agencies, other financial institutions and legal and regulatory bodies.

Your personal data may be processed in countries outside the European Economic Area. This processing will be carried out by experienced and reputable organisations and only on terms which safeguard the security of your data and comply with the requirements of the Data Protection Act 1998.

We may contact you by mail, phone, fax, email or other electronic messaging either directly or through your approved intermediary with further offers, promotions and information about our products and services that may be of interest to you. By providing us with this information you consent to being contacted by these methods for these purposes.

We may also share your information with carefully selected third parties, who may contact you by mail, phone, fax or electronic messaging to let you know about products and services which they believe may be of interest to you. By providing us with this information you consent to being contacted by these methods for these purposes.

We may carry out an identity authentication check to verify your identity. This involves checking the details you supply against those held on any databases that may be accessed by the reputable third party company which carries out our checks. This includes information from the Electoral Register and fraud prevention agencies.

We'll use scoring methods to verify your identity. A record of this search will be kept and may be used to help other companies verify your identity. We may also pass information to financial and other organisations involved in money laundering and fraud prevention to protect ourselves and our customers from theft and fraud. If you give us false or inaccurate information and we suspect fraud, we'll record this and share this information with other organisations.

We may monitor and record phone 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've appointed you to act for them to consent to the processing of their personal data and that you've informed them of our identity and the purposes (as set out on pages 14 and 15) for which their personal data (including sensitive 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're entitled to charge a small fee. You can ask us to correct any inaccuracies in your information.

If you have any questions about how we'll use your personal information, or if you would like to receive our marketing communications by some but not all of the methods listed on page 15, please contact us:



0345 6094 500



protectionhelp@royallondon.com



0345 6094 522



Royal London, 1 Thistle Street, Edinburgh EH2 1DG

# 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 16 and 17. We can separately make changes to how we use your personal information and verify your identity, (details of which are set out on page 15).

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,
- 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 Personal 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.

#### **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
  ExchangeTower
  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@financialombudsman.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.

#### 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**.

#### Child

Means

- the natural child of the person covered from birth to 21 years,
- any child of the person covered who is legally adopted from birth to 21 years, or
- any child from birth to 21 years, who
  resides with and is financially dependent
  on the person covered.

### 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.

### **Employed**

Employed or employment means the **person covered** working in **the UK**, Jersey, Guernsey or Isle of Man 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** spends at least 35 hours each week caring for a **relative** and is eligible for payment of carer's allowance.

# 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.

#### Person covered

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

### Pre-unemployment earnings

If the **person covered** is **employed** this means their total pre-tax earnings for PAYE assessment purposes in the 12 months before they became **unemployed**.

#### This may include:

- the taxable value of any of the following benefits shown on form P11D that will be lost as a result of the person covered's unemployment:
  - living accommodation where they live and pay council tax,
  - company car when used for private use,
  - car fuel which is provided for use with their company car,
  - beneficial loans including loans for travel tickets,
  - insurance such as critical illness insurance, private medical insurance and accident and travel insurance, or
  - regular bonuses and commission received by them.
- dividends received by them from a private limited company in which they and no more than three 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 **unemployment**.
- the salary or dividends received by the person covered's spouse or cohabiting partner where the person covered is employed by the same company as them. The person covered's spouse's or cohabitating partner's salary would need to be a nominal amount (up to a

maximum of £6,500 a year), and they do not contribute towards generating the profit of the company.

Any dividend amount received by a spouse or cohabiting partner 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 the person covered's unemployment.

Any salary, dividends or any form of private disability benefits being received by the **person covered's** spouse or cohabiting partner when the **person covered** meets the requirements our definition of **unemployed** will be treated as continuing income for the **person covered** for claims assessment purposes.

If the person covered is self-employed this means their total share of pre-tax profit from their trade profession or vocation for the purposes of Part 2 of the Income Tax (Trading and Other Income) Act 2005 for the 12 months before they became unemployed.

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

Income received from savings and investments aren't included in **our** definition of **pre-unemployment earnings**.

#### Relative

Means spouse, civil partner as detailed by the Civil Partnership Act 2004, domestic partner, parent or **child**, related to the **person covered** by blood, law, marriage or domestic partnership, or a permanent member of their household.

#### 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.

# Self-employed

The **person covered** working:

- alone,
- or with others in partnership,
- or as a member of a limited liability partnership, and

if in the UK, paying class 2 National Insurance contributions and being assessable to income tax under Part 2 of the Income Tax (Trading and Other Income) Act 2005.

#### Term of the cover

The period between the date **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.

#### The UK

Means Scotland, England, Wales and Northern Ireland.

### Unemployed

We'll pay if the person covered meets our definition of unemployed

Unemployed or unemployment means:

- 1. the **person covered** has been made redundant, left **work** to become a **full-time** carer for a **relative** or dismissed from his **employment**, other than where the redundancy was voluntary or the dismissal was due to any of the following:
- misconduct, including fraud or dishonesty,
- breach of contract,
- the failure of the person covered to meet the standards or targets laid down by his employer,
- the **person covered**'s participation in industrial action,
- any other circumstances that result in the person covered's employer taking disciplinary action against him, or
- 2. the **person covered**'s fixed term **employment** contract has either not been renewed or has been terminated, provided that unemployment will only be deemed to have occurred under a fixed term contract other than at its natural expiry if:

- it has been renewed at least once during the **term of the cover** with the same employer provided there is no period between the contracts when the **person covered** has not been **employed** and the **person covered** has been in **employment** for a total unbroken period of 12 months or more,
- it has been renewed at least twice during the term of the cover with the same employer provided there is no period between the contracts when the person covered was not employed and the person covered has been in employment for a total unbroken period of six months or more, or
- 3. the **person covered**'s fixed term contract, which has not been renewed at least once during the **term of the cover**, is terminated during the term of the contract. In this case, unemployment will be deemed to cease not later than the original expiry date of the fixed term contract, or
- 4. the person covered was self-employed, has ceased to trade and his business is being, or has been, wound up or put in the hands of a liquidator due to the financial inability of the business to continue trading, or
- 5. the **person covered** was a partner in a partnership which has been dissolved due to the financial inability of the partnership to continue trading, other than where the **person covered** has only stopped trading temporarily, and

- 6. the **person covered** is registered with the Department for Education and Employment (the Employment Service or Social Security Agency in Northern Ireland, the Channel Islands and The Isle of Man) or appropriate Government office in **the UK**, the Channel Islands or The Isle of Man, and is in receipt of any appropriate benefits, and
- 7. unless the **person covered** is a carer **full-time** for a **relative**, the **person covered** is actively seeking alternative **employment** appropriate to his education and training, and
- 8. the **person covered** is not doing any **work** for payment or reward, is available for **work** and is in receipt of appropriate National Insurance Credits or equivalent benefit.

#### We or us or our

Means Royal London.

#### Work

Being employed or self-employed.

# You or your

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



# Royal London 1 Thistle Street, Edinburgh EH2 1DG royallondon.com

All literature about products that carry the Royal London brand is available in large print format on request to the Marketing Department at Royal London, 1 Thistle Street, Edinburgh EH2 1DG.

All of our printed products are produced on stock which is from FSC® certified forests.

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