



# PERSONAL MENU PLAN LIFE COVER

Plan details - April 2019

WE GIVE THIS BOOKLET OF TERMS AND CONDITIONS TO EVERYONE WHO BUYS LIFE 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 20.

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.

# **BEFORE YOU START, PLEASE NOTE:**

Any use of the words 'we', 'our' or 'us' refers to **Royal London**. Any use of the words 'you' or 'your' refers to the plan owner or their legal successors except where a different meaning is given in these terms and conditions.

Any words in **bold** are defined in Section 4.

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# **TELLING US ABOUT 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 using the details below. If you phone us, we might record or monitor your call so we have an accurate record of anything you tell us.

- 3
  - 0345 6094 500
- **a** 
  - protectionhelp@royallondon.com
- - 0345 6094 522
- Royal London, 1 Thistle Street, Edinburgh EH2 1DG
- **3** 
  - royallondon.com

### 1. HOW YOUR COVER WORKS

Life Cover is designed to pay out if the person covered either dies or is diagnosed with a terminal illness that meets our definition during the term of the cover. You'll find our definition of terminal illness on page 31.

### **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

Please provide any information we ask you for. Depending on what your claim is for, we'll also ask for other information, including the following:

- a birth, marriage or death certificate
- medical information, or medical records
- paperwork about your mortgage
- 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 our definition of **terminal illness**, 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:

- Life Cover is shown on your cover summary,
- during the term of the cover the person covered (or if there are two people covered, either of them) dies or is diagnosed with a terminal illness that meets our definition, 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 definition of **terminal** illness on page 31.

We'll pay out once and then your cover will stop.

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, unless it's a claim for death more than 12 months after your cover starts or restarts, or
- the person covered doesn't meet our definition of a terminal illness.

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 changes to 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.

# **HOW MUCH WE'LL PAY**

Your cover summary shows how much we'll pay for a claim for each cover you have with us.

If you have chosen to receive your amount of cover in regular payments, these will be paid in arrears.

We work out your amount of cover from the date the **person covered** dies or meets our definition of **terminal illness**. We won't take into account any change to your amount of cover after this date.

# If your cover is payable as a level lump sum or level regular payments

We'll pay the amount of cover shown on your cover summary. For level regular payments, we'll pay this in equal monthly payments until the date your cover ends, which will be the date shown on your cover summary.

# If your cover is payable as an increasing lump sum or increasing regular payments

We'll pay:

- the amount of cover shown on your cover summary, or
- the amount of cover we've written to tell you following an increase in cover, if that's greater.

Your amount of cover will continue to increase each year on the date the plan your cover is under started, which is shown on your cover summary. 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 11.

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# Getting a lump sum instead of regular payments

If you have chosen to receive your amount of cover as regular payments, you or your personal representatives can ask us to pay a commuted value instead. A commuted value is the amount we'll pay you as a lump sum straightaway instead of making the regular payments you had originally requested.

We'll consider your request when you make a claim or while we're paying a claim.

We'll work out the commuted value by first of all multiplying the regular monthly payment amount we would have paid by the number of months left until your cover ends, based on the date shown on your cover summary. We'll then reduce this amount fairly and reasonably to reflect the fact that you'll be getting all the regular payments early. If you ask us to work out a commuted value, we'll tell you how much this fair and reasonable reduction would be. As a result of this reduction, the commuted value will be less than the total amount that the regular payments would have been if you continued to receive them.

If your cover is payable as a decreasing lump sum, and the additional features in your cover summary show that the mortgage repayment guarantee applies

We'll pay a lump sum equal to the amount outstanding under your loan or mortgage at the date the claim becomes payable, less any arrears of capital and interest, if:

- you took out Life Cover in connection with a capital and interest loan or mortgage,
- the term of the loan or mortgage was the same as the term of the cover when the cover started,
- the amount of the loan or mortgage was the same as the amount of cover shown on your cover summary when the cover started, and
- you changed the amount or term of the loan or mortgage and you also changed the amount of cover and/or the term of the cover by the same amount.

You'll be liable for any arrears of capital and interest in connection with the loan or mortgage, as they're not covered under Life Cover.

If:

- any of the above don't apply to you, or
- the loan or mortgage repayments have been suspended for a while, reduced or increased, other than because of an interest rate change, or
- you've repaid the loan or mortgage already when you claim,

we'll pay you a decreasing lump sum.

This decreasing lump sum will be equal to the amount that would have been outstanding on a capital and interest loan or mortgage, if this loan or mortgage:

- was equal to the amount of cover shown on your cover summary when the cover started.
- had a term the same as the term of the cover when the cover started.
- had a yearly interest rate equal to 6%, and
- had equal monthly repayments made between the date the cover started (as shown on your cover summary) and the date the claim became payable.

As a result, the amount of cover will decrease each month for the remaining **term of the cover**. The amount of cover may not be enough to pay off the loan or mortgage if the interest rate of the loan or mortgage went above 6%.

If your cover is payable as a decreasing lump sum, and the additional features in your cover summary show that a mortgage interest rate applies

We'll pay the amount that would have been outstanding under a loan or mortgage if the loan or mortgage:

- was equal to the amount of cover shown on your cover summary on the date cover started,
- had a term the same as the term of the cover on the date cover started,
- had a yearly interest rate equal to that shown in the additional features in your cover summary, and
- had equal monthly repayments made between the date the cover started (as shown on your cover summary) and the date the claim became payable.

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As a result, the amount of cover will decrease each month for the remaining **term of the cover**. The amount of cover may not be enough to pay off the loan or mortgage if the interest rate of the loan or mortgage was different to the yearly interest rate shown in the additional features in your cover summary.

### 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 lump sum, decreasing lump sum, or 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 an increasing lump sum or 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.

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### 2. CHANGING YOUR COVER

### **INCREASING COVER**

This only applies where you have chosen your amount of cover to be payable as an increasing lump sum or 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 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 if we give you **standard terms**. This means you can increase your amount of cover in certain circumstances without giving us any medical information.

#### How it works

You can increase your amount of cover, without giving us any medical information, 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.

### WHAT WE MAY NEED TO SEE

- the marriage, civil partnership, divorce, birth or adoption certificate
- a copy of their mortgage loan offer
- 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 - if there are two people covered, both of them 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,
- £200,000 for cover payable as a lump sum, or
- £10,000 a year for cover payable as regular payments.

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 same terms we applied to your original cover - or the terms that applied if your cover has been restarted,
- our pricing when we increase your cover, and
- the age of the **person covered** when we increase your cover.

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We can't offer you Cover Increase Options if:

- we didn't accept your cover on standard terms - so 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 make a claim, or
- you're not resident in the UK, Jersey, Guernsey or Isle of Man.

### **RENEWABLE OPTION**

This option is available if your cover summary shows that the **term of the cover** is renewable. You have an option to choose a renew period of five or 10 years depending on the **term of the cover** you chose when your cover started and the age that the **person covered** will be on your new cover end date.

#### How it works

You'll still have an end date for your cover, which is shown on your cover summary, but just before that end date we'll ask you if you want to renew

your cover. We'll ask you to confirm if you want to renew your cover at least a month before the date your original cover was due to end.

All you have to do is confirm to us at least five days before the date that your cover is due to end that you want to use this renewable option. The **person covered** doesn't need to answer any medical questions. If you don't confirm that you want to renew your cover using the renewable option, then your existing cover will end on the cover end date shown on your cover summary. You won't be covered after that date.

If the age of the person covered at the new end date for your cover would be more than the maximum age that we allow at that time, the new cover will have a term equal to the number of whole years between the end date of your original cover, as shown on your cover summary, and the date the person covered reaches our maximum age at that time. If this term is less than our minimum term at that time, you can't use the renewable option and your cover will end on the date shown on your cover summary. You won't be covered after that date.

Your premiums when you exercise the renewable option will be based on:

- the same terms we applied to your original cover - or the terms that applied if your cover has been restarted,
- our pricing when you applied for your original cover, and
- the age of the **person covered** when the new cover starts.

Your new cover will have the same additional features as your original cover. And it will be on the same terms and conditions we offered at the time your original cover started.

# JOINT LIFE SEPARATION -SPLITTING YOUR JOINT COVER

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

- you rearrange your mortgage to be in the name of just you or your partner, or
- either of you takes out a new mortgage on a new house.

# Your new single life cover

When you split your joint cover to become a single life cover, your premiums for your new single life cover will be based on:

- the same terms we applied to your original cover - or the terms we applied if your cover has been restarted,
- our pricing when you applied for your original cover, and
- the age of the **person covered** at the time you took out your original cover.

Your new single life cover will have:

- the same terms we applied to your original cover - or the terms we applied if your cover has been restarted.
- the same additional features, extra premiums or exclusions as your original cover,
- an amount of cover that's no greater than the amount of cover that you had when you asked us to split your joint cover, and

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• a term that is at least as long as our minimum term at that time, but no longer than the term remaining on your original cover. This means that if the time remaining on your original joint cover at the time you ask us to split your joint cover is less than our minimum term at that time, we can't split your cover.

# Setting up your new single life covers

Both you and your partner must agree to separate your cover in this way. We'll need confirmation that your mortgage has been rearranged - this can be either a written confirmation from the lender, or a copy of the new loan offer. Your new cover must begin within six months of rearranging your mortgage or taking a new one out, whichever you choose to do.

# **EXAMPLE**

You and your partner have joint life cover in place to cover the mortgage on your property. This cover has a term of 25 years and is payable as a decreasing lump sum assuming an interest rate of 7%. Unfortunately 8 years later you split up and agree to separate.

# **EXAMPLE (CONTINUED)**

You move to your own home and take out a new mortgage, whilst your partner stays on in your original home.

You both still want to continue with your life cover to cover your new separate mortgages, so you split your existing joint life policy into two single life policies - one to cover your mortgage, and the other to cover your partner's.

Your new single life cover will have the same terms, and will be payable as a decreasing lump sum assuming an interest rate of 7%, a cover amount which is no more than the amount your policy had already reduced to and term equal to the remaining term of 17 years. The premium for your new cover will also be the same as what you would have paid had you taken out a single life policy for the same amount when your plan first started.

# JOINT LIFE REINSTATEMENT

Joint life reinstatement will only apply:

- when two people are covered under one cover, and
- we've paid a claim for Life Cover.

In this situation, you may take out new Life Cover but only for the **person covered** on the original cover who wasn't the cause of the claim. This person will have to agree to this new cover being taken out.

We'll base your new premium on:

- the same terms we applied to your original cover - or the terms that applied if your cover has been restarted,
- our pricing when you applied for your original cover; and
- the age of the **person covered** at the time you take up the option.

Your new Life Cover will have:

- the same terms we applied to your original cover - or the terms that applied if your cover has been restarted,
- the same additional features, extra premiums or exclusions as your original cover, and
- an amount of cover that's no greater than the amount of cover that you had when we paid the claim.

Your reinstated cover must have a term 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 term remaining on your original cover is less than our minimum term at that time, we can't reinstate your cover in this way.

You can only reinstate your cover once.

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#### LIFESTYLE REVIEW

If we didn't accept your cover on **standard terms** or we charged smoker rates, and the **person covered** changes their lifestyle, occupation or leisure activities in a way that you think reduces the likelihood of a claim, you can ask us to review the terms for your cover.

### **EXAMPLE**

The **person covered** decides to give up smoking and all use of tobacco products.

After one year the **person covered** has successfully given up smoking.

This change in lifestyle has now improved the **person covered's** overall health and reduced the likelihood of a claim.

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.

Even if we later review your terms, cover that wasn't originally on **standard terms** cannot be changed to include Cover Increase Options.

# 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.

Please use the contact details on page 4 to notify us of any changes.

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#### 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.

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.

### **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.

# **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.

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# 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.

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 on page 25. 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.

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#### 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/protectionprivacy**.

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

#### 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 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 25 - 26.

We can separately make changes to how we use your personal information, details of which is set out on pages 22 - 24. 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,

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- 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.

# **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 using the information on page 4.

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 directly using the information below.

#### Financial Ombudsman Service

- Exchange Tower,
  Harbour Exchange S
- 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)
- a complaint.info@ financial-ombudsman.org.uk
- financial-ombudsman.org.uk

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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 the address on page 4.

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 opposite who is a specialist in an area of medicine appropriate to the cause of the claim.

- The UK
- Isle of Man
- Australia
- Italy
- Austria
- Japan • Latvia
- Belgium • Bulgaria
- Liechtenstein
- Canada
- Lithuania
- Channel Islands
- Luxembourg • Malta
- Cvprus
- The Netherlands
- Czech Republic Denmark
- New Zealand
- Estonia
- Norway
- Finland
- Poland
- France
- Portugal
- Germany Gibraltar
- Slovakia
- Greece
- Slovenia

• Spain

South Africa

- Hong Kong
- Hungary
- Iceland
- Ireland
- Sweden Switzerland
  - USA

# Date we assume risk

The date we assume risk is the date Royal London is asked to start the plan your cover is under or the actual date the plan your cover is under starts, if this is later.

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### **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.

# Intentional self-inflicted injury

If the cause of the claim is the death of the **person covered**, intentional self-inflicted injury means in our reasonable opinion the most likely cause of death is that the **person covered** took their own life, whether or not specifically shown as a verdict or cause of death in a death certificate, coroner's report or other equivalent documentation.

If the cause of the claim is anything other than the death of the **person covered**, 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**.

#### Person covered

The person named as such on your cover summary.

# 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 your cover is under 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.

### **Terminal Illness**

Terminal illness - where death is expected within 12 months.

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.

For us to accept the diagnosis of the **person covered** as evidence of a claim, it must be:

- made by an appropriate medical specialist,
- the first and unequivocal diagnosis of the illness, and
- confirmed by our chief medical officer.

#### 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** (or if there are two people covered, either of them) dies, or is diagnosed with a **terminal illness** that meets our definition, the date your cover ends is the date shown on your cover summary.

#### The UK

Means Scotland, England, Wales and Northern Ireland.

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# Royal London 1 Thistle Street, Edinburgh EH2 1DG 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 ORL. 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 ORL.

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