

# Business Menu Plan **Life Cover**

Plan details - April 2024



We give this booklet of terms and conditions to everyone who buys life cover under the business menu plan. It tells you how your cover works and explains how to make a claim, keep your premiums up-to-date and how to make changes to your cover.

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

The contract between you and **Royal London** consists of your **application** to us, these terms and conditions, your cover summary (which will detail each cover that you buy from us) and any **endorsements** to these terms and conditions that we give you. Where there's a conflict between these terms and conditions and your cover summary, the terms set out in your cover summary will apply.

## Cancelling your plan

If, after taking out the plan, you feel it isn't suitable, you may cancel it by writing to us at the address shown on page 4. If you do this within 30 days of receiving your cover summary and plan details, we'll return any premiums you've paid. If you cancel after the first 30 days, we won't refund any of your premiums. For information on cancelling your cover, see page 16.

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.

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

### 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.

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## Section 4

### Definitions of the words we use

# 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.

 0345 6094 500

 [protectionhelp@royallondon.com](mailto:protectionhelp@royallondon.com)

 0345 6094 522

 **Royal London**, 22 Haymarket Yards, Edinburgh, EH12 5BH

 [royallondon.com](http://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 26.

## 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. For example:

- 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 26.

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,
- the **person covered** doesn't meet our definition of a **terminal illness**, or
- if the additional features section of your cover summary shows the **Underwrite Later** option applies to this cover and after completing the assessment of your **application** we wouldn't have offered you cover. See page 9 for full details of the **Underwrite Later** option.

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.

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 the additional features section of your cover summary shows the **Underwrite Later** option applies to this cover, and after completing the assessment of your **application** we change the terms of your cover to increase your premium, we'll adjust the amount we pay to match the premium you have been paying. See page 9 for full details of the **Underwrite Later** option.

## If your cover is payable as a level lump sum

We'll pay the amount of cover shown on your cover summary.

## If your cover is payable as an increasing lump sum

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.

## 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.

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 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, or decreasing lump sum

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

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.

## If the Underwrite Later option applies to this cover

If the additional features section of your cover summary shows the **Underwrite Later** option applies to this cover and after completion of the assessment of your **application**, our decision on the terms of your cover is different to the decision we made when your cover started, your premium may change. See below for full details of the **Underwrite Later** option.

## Underwrite later

If the additional features section of your cover summary shows the **Underwrite Later** option applies to this cover, we have started your plan before receiving all of the medical evidence or further information we need to make a final decision. We'll request any medical evidence or further information we need and underwriting may last for up to the first six months of the **term of the cover**. Once we have received all medical evidence or further

information we need, we'll fully assess your **application** and send you final confirmation of the terms of your cover.

Until you have received final confirmation of the terms of your cover, you won't be able to make any changes to your cover. This includes being unable to increase your cover under any Cover Increase Options you may otherwise be eligible for.

If, upon full assessment of your **application**, our decision is different to the one we originally made, we may change the terms of your cover. If this happens, it could result in:

- an increase or decrease in your premiums,
- the addition or removal of one or more **exclusions** to your cover, or
- the cancellation of your cover

We'll make any change to the terms of your cover from the date your cover started. This means that if we increase your premiums, you must pay the difference between the premium you have been paying and the premium you should have paid. If we decrease your premiums, we'll refund the excess premiums to you. If we decide we can't offer you cover, or we have to defer making a decision on your plan, your cover will end immediately and we'll refund all premiums paid to us.

If you're unhappy with any changes to the terms of your cover, you have the right to change your mind and cancel your cover. If you cancel within 30 days of receiving your new cover summary, we'll refund any premiums paid to us since the date we changed the terms of your cover. If you cancel after 30 days from the date you receive your new cover summary, your cover will end and you won't get anything back.

If we haven't been able to complete our assessment of your **application** within six months of the date your plan started, we'll cancel your plan and we won't refund any premiums you've paid.

If the **person covered** dies or meets our definition of **terminal illness** within the first six months of the date your plan started and we haven't received the medical evidence or further information we've requested in connection with your **application**, we'll continue to request evidence or information we are able to obtain until we've received everything we need to assess your **application**. If we can't obtain all the medical evidence or further information we originally asked for, we'll assess your **application** using the information we are able to obtain. This means we may request alternative evidence and re-assess medical evidence or further information received before the claim but we haven't yet acted upon.

When we've fully assessed your **application**, if we don't change our initial decision, we'll assess your claim based on the terms we offered you when your plan started. If we do change our initial decision, we'll amend the terms of your cover and assess your claim based on those new terms. This means that if we would have charged an extra premium, we'll reduce your amount of cover to reflect the amount of cover we would have offered based on the premium you've been paying. If we would have applied an **exclusion** to your cover, we will assess whether your claim would be excluded and may not pay your claim. If we wouldn't have offered you cover, we'll cancel your plan from the date it started and we won't pay your claim. If this happens, we'll refund any premiums you've paid.

## 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.

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 there's an increase:

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

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

### What we may need to see

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

You need to ask us to increase your cover within six months of the event happening. And the **person covered** must be under 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 lower of:

- half your original amount of cover, or
- £200,000.

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.

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

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

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

whichever is lower, subject to the limits on increasing your cover above.

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 we 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.

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.

You cannot use the Cover Increase options if the additional features section of your cover summary shows the **Underwrite Later** option applies to this cover and you have not yet received final confirmation of the terms of your cover. See page 9 for full details of the **Underwrite Later** option.

## 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.

## Lifestyle review

If we accepted your cover on **non-standard terms** or charged rates based on your smoker status, or you've changed your lifestyle in a way that you think reduces the likelihood of a claim, you can ask us to review the terms for that cover.

For example, perhaps:

- the **person covered** had an **exclusion** for a hazardous hobby that they no longer do
- the **person covered** has lost weight and kept it off
- the **person covered** stopped smoking.

We may need to ask for medical information about the **person covered** or see proof of the change 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.

During a lifestyle review we can also apply an **exclusion** as well as removing one. For example, we might be asked to remove a rating for BMI as the **person covered** has lost weight, but since they took out the plan, they've taken up diving. We could therefore remove the BMI rating, but we would apply a diving **exclusion**. You'll always have the option not to take the lifestyle review and continue with your plan as it is.

If we do 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.

## 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.

If the additional features section of your cover summary shows the **Underwrite Later** option applies to this cover and we change the terms of your cover, you will again have the right to change your mind and cancel your cover within 30 days of receiving your revised cover summary. If you choose to do so, we will cancel your plan from the date your cover changed. Please see page 9 for full details.

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.

## How we use your personal information

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

It tells you how **Royal London** will use your personal information.

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

## How do you use my information?

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

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

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

- Researching our customers' opinions and exploring new ways to meet their needs – we use personal information to help us understand that our products, services and propositions suit our customers' needs and meet their expectations, as well as improving your customer experience.
- Assessing and developing our products, systems, prices and brand – we generally combine your information with other customers' in order to check if our products are priced fairly, are suitable for our customers and to check if our communications are easy to understand.
- Sending you marketing information – we don't currently send you marketing information about our products. However, we're looking to start communicating with you more frequently about your plan and also finances in general.
- Monitoring the use of our websites. You can see our cookies policy at **[royallondon.com/cookies](http://royallondon.com/cookies)**.

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

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

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

## Who sees and uses my personal information?

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

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

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

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

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

## Overseas transfers

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

## What are my rights?

- **Access** – You have the right to find out what personal information we hold about you.
- **Rectification** – If any of your details are incorrect or incomplete, you can ask us to correct them for you.
- **Erasure** – You can also ask us to delete your personal information in some circumstances.
- **Object** – If you have concerns about how we're using your information, you have the right to object in some circumstances.
- **Direct marketing** – You have a specific right to object to direct marketing, which we'll always act upon.
- **Restriction** – You have the right to ask us to restrict the processing of your personal information in some circumstances.
- **Data Portability** – In some circumstances, you can ask us to send an electronic copy of the personal information you have provided to us, either to you or to another organisation.

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

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

## How can I find out more?

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

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

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



[GDPR@royallondon.com](mailto:GDPR@royallondon.com)



Royal London,  
Royal London House,  
Alderley Park,  
Congleton Road,  
Nether Alderley,  
Macclesfield,  
SK10 4EL

## 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 21 and 22.

We can separately make changes to how we use your personal information, details of which is set out on pages 17-20. We may update this notice from time to time and we'll alert you to the important updates. It's not meant to be a legal contract between you and **Royal London** and this doesn't affect your rights under data protection laws.

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

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

We'll normally give you 90 days' written notice of a change. This may not be possible for changes which are outside our control. We'll give you as much notice as we can in such circumstances.

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

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

- you make a claim and we find that you or the **person covered** haven't told us something that affects your cover,
  - you don't keep your premiums up to date, or
  - the additional features section of your cover summary shows the **Underwrite Later** option applies to this cover and:
    - we haven't been able to complete our assessment of your **application** within six months of the date your plan started, or
    - we change our initial decision after fully assessing your **application** under the **Underwrite Later** option. Please see page 9 for full details of the **Underwrite Later** option.
- 2.** We may make changes to the terms and conditions applying to your cover (including your premiums) that we reasonably consider are proportionate in the circumstances if, because of a change in legislation, regulation or established practice in relation to such legislation or regulations, or any relevant change or circumstance beyond our control:
- it becomes impracticable or impossible to give full effect to the terms and conditions applying to your cover,
  - failing to make the change could, in our reasonable opinion, result in **Royal London's** policyholders not being treated fairly, or
  - the way that we're taxed or the way that the plan that your cover is under is taxed is changed.
- 3.** We may make changes to the terms and conditions applying to your cover (including your premiums) that we reasonably consider won't adversely affect you. These may include, for example, changes needed to reflect new services or features that we wish to make available to you.
- 4.** We may make changes to the terms and conditions applying to your cover (including your premiums) if we become aware of any error or omission in this plan details booklet. We'll only make such changes to bring the plan details booklet into line with your cover summary or the key facts document relevant to your cover.

## Contract

The Business Menu Plan is a contract between you and **Royal London** based on your **application** to us. These terms and conditions are part of the contract between you and us and should be kept in a safe place. The contract consists of your **application**, these terms and conditions, your cover summary for each

cover you buy and any **endorsements** to these terms and conditions that we give you. Where there's a conflict between the terms and conditions and your cover summary, the terms set out in your cover summary will apply.

## Mis-statement of age

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

## Complaints

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

### Financial Ombudsman Service



Exchange Tower,  
Harbour Exchange Square,  
London, E14 9SR



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



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



[complaint.info@  
financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)



[financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)

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

## **If we can't meet our liabilities**

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

## **Law**

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

## **Notices of assignment**

If you assign any of your legal rights relating to the plan that your cover is under to someone else, we must see notice of the assignment. Please send the notice to 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 below who is a specialist in an area of medicine appropriate to the cause of the claim.

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

### 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.

## 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.

## Underwrite Later

**Underwrite Later** is our temporary facility providing cover for up to six months from the date your plan started while we request medical evidence or further information so we can fully assess your **application**.



**Royal London**  
**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: 80 Fenchurch Street, London EC3M 4BY. 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: 80 Fenchurch Street, London EC3M 4BY.