



## BUSINESS MENU PLAN LIFE OR CRITICAL ILLNESS COVER

Plan details - August 2020

WE GIVE THIS BOOKLET OF TERMS AND CONDITIONS TO EVERYONE WHO BUYS LIFE OR CRITICAL ILLNESS 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 29.

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

## **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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#### **TELLING US ABOUT CHANGES**

#### BEFORE YOUR COVER STARTS CHANGES AT ANY TIME

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.

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.

- 9
  - 0345 6094 500
- **a** 
  - protectionhelp@royallondon.com
- FAX
- 0345 6094 522
- Royal London, 1 Thistle Street, Edinburgh EH2 1DG
- **3** 
  - royallondon.com

#### 1. HOW YOUR COVER WORKS

Life or Critical Illness Cover is designed to pay out if, during the term of the cover, the person covered dies, is diagnosed with a terminal illness, or is diagnosed with a critical illness we cover that meets one of our definitions, or if they meet the requirements of our definition of total permanent disability. You'll find the definitions of terminal illness, the critical illnesses we cover and the requirements of our total permanent disability definition starting on page 38.

If you have Life or Critical Illness
Cover, we automatically include
Additional Conditions Cover. You
can choose whether to add Standard
Children's Critical Illness Cover or
Enhanced Children's Critical Illness
Cover or no cover for children. If you
choose Enhanced Children's Critical
Illness Cover you'll automatically have
cover for pregnancy complications
as an additional condition. Standard
Children's Critical Illness Cover doesn't
include cover for additional conditions.

### **HOW TO MAKE A CLAIM**

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

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

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

- 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

## 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

## Claims for Life or Critical Illness Cover

To confirm that the person covered meets our definition of terminal illness or one of our definitions of a critical illness or meets the requirements of our definition of total permanent disability, 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 or Critical Illness 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, or
  - is diagnosed with a critical illness that meets one of our definitions, or
  - if total permanent disability is shown on your cover summary, is diagnosed with total permanent disability that meets the requirements of our definition of total permanent disability shown on your cover summary, and
- the information you send us is correct and complete, and your claim is valid according to these terms and conditions.

You'll find our definitions of **terminal illness**, **critical illness** and the requirements of our definition of **total permanent disability** starting on page 38.

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,
- the claim is for death and it's the result of intentional self-inflicted injury within 12 months of the date your cover started or restarted,
- the claim is for terminal illness, critical illness or total permanent disability and it's the result of intentional selfinflicted injury at any time, or
- the person covered doesn't meet our definition of terminal illness or one of our definitions of critical illness or meet the requirements of our definition of total permanent disability shown on your cover summary.

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.

## Claims for Additional Conditions Cover

To confirm that the **person covered** meets one of our definitions of **additional conditions**, 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 for Additional Conditions Cover if:

- Life or Critical Illness 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) is diagnosed with an additional condition other than pregnancy complications that meets one of our definitions of additional conditions. You'll find our definitions of additional conditions on page 48, and
- the information you send us is correct and complete, and your claim is valid according to these terms and conditions.

We'll also pay a claim for Additional Conditions Cover if:

Life or Critical Illness Cover is shown on your cover summary and the additional features show that Enhanced Children's Critical Illness Cover applies to this cover,

- during the **term of the cover** the **person covered** (or if there are two people covered, either of them) or the **person covered's** spouse, civil partner or partner is diagnosed with a **pregnancy complication** that meets our definition. You'll find our definition of **pregnancy complications** on page 53, and
- the information you send us is correct and complete, and your claim is valid according to these terms and conditions.

If we pay a claim under Additional Conditions Cover, this won't affect your Life or Critical Illness Cover.

For claims other than for **pregnancy complications**, we'll pay out once for each **additional condition**. If there is more than one **person covered**, we'll pay out once for each of them.

### 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,
- the person covered dies within 10 days of meeting one of our additional condition definitions,
- the **person covered** also meets one of our definitions of **critical illness** starting on page 38,
- the person covered doesn't meet one of our definitions of additional conditions, or
- it's a claim for pregnancy complications and the person in respect of whom the claim is being made had suffered from, or you or they were aware of an increased risk of suffering from, a pregnancy complication before the latest of:

- the start date of your cover,
- the date Enhanced Children's Critical Illness Cover was added to your cover, or
- the latest restart date of your cover.

### 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.

If your Life or Critical Illness Cover is cancelled or comes to an end, you will no longer have Additional Conditions Cover.

## Claims for Standard Children's Critical Illness Cover

#### To confirm that:

- the child meets:
  - one of our definitions of a critical illness, or
  - the requirements of our definition of total permanent disability for Children's Critical Illness Cover, and
  - you weren't aware of an increased risk of the child:
  - suffering from one of our definitions of a critical illness, or
  - meeting the requirements of our definition of total permanent disability for Children's Critical Illness Cover,

## we might:

- ask the child 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 for Standard Children's Critical Illness Cover if:

- Life or Critical Illness Cover is shown on your cover summary and the additional features show that Standard Children's Critical Illness Cover is included,
- during the term of the cover a child of the person covered (or if there are two people covered a child of either of them):
  - is diagnosed with a critical illness that meets one of our definitions, or
  - is diagnosed with total permanent disability that meets the requirements of our definition of total permanent disability for Children's Critical Illness Cover, 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 **critical illness** and **total permanent disability for Children's Critical Illness Cover** definitions and the relevant requirements starting on page 38.

If we pay a claim for Children's Critical Illness Cover, this won't affect your Life or Critical Illness Cover.

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

- you were aware of an increased risk of the child suffering the critical illness or meeting the requirements for total permanent disability for Children's Critical Illness Cover the latest of:
  - the start date of your cover,
  - the date the child was adopted by, or started to reside with and became financially dependent on the person covered,
  - the date Standard Children's Critical Illness Cover was added to your cover, or
  - the latest restart date

(for example if the person covered had received counselling or medical advice in relation to the child's critical illness before the cover started), symptoms relating to the critical illness or the requirements for total permanent disability for Children's Critical Illness Cover had arisen before the latest of:

- the start date of your cover,
- the date the child was adopted by, or started to reside with and became financially dependent on the person covered,

- the date Standard Children's Critical Illness Cover was added to your cover, or
- the latest restart date
- the child was born, or adopted by, or started to reside with and became financially dependent on the person covered before the latest of:
  - the start date of your cover, or
  - the date Standard Children's Critical Illness Cover was added to your cover, or
  - the latest restart date, and

had already suffered a **critical illness** that meets one of our definitions or the requirements for **total permanent disability for Children's Critical Illness Cover** unless:

- treatment for the **critical illness** has been completed, and
- the child has been discharged from follow-up for the critical illness, and
- the child has not consulted any medical practitioner or received further treatment or advice for the critical illness within the last 5 years,

- the child dies within 10 days
   of meeting one of our critical
   illness definitions or the
   requirements of our definition of
   total permanent disability for
   Children's Critical Illness Cover,
- the **child** is over the age of 21 years, or 23 years if in full-time education, when diagnosed with a **critical illness** that meets one of our definitions or meets the requirements of our definition of **total permanent disability for**Children's Critical Illness Cover,
- the child doesn't meet our definition of critical illness or the requirements of our definition of total permanent disability for Children's Critical Illness Cover, or
- it's the result of intentional self-inflicted injury.

Additional conditions are not covered under Standard Children's Critical Illness Cover.

If your Life or Critical Illness Cover is cancelled or comes to an end, you will no longer have Standard Children's Critical Illness Cover.

## Claims for Enhanced Children's Critical Illness Cover

To confirm that:

- the child meets:
- one of our definitions of an additional condition, a children's critical illness, a critical illness, terminal illness, or
- the requirements of our definition of total permanent disability for Children's Critical Illness Cover, and
- you weren't aware of an increased risk of the child:
  - suffering from one of our definitions of an additional condition, a children's critical illness, a critical illness, or terminal illness, or
  - meeting the requirements of our definition of total permanent disability for Children's Critical Illness Cover, or
  - dying

## we might:

 ask the child 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 for Enhanced Children's Critical Illness Cover if:

- Critical Illness Cover is shown on your cover summary and the additional features show that Enhanced Children's Critical Illness Cover is included,
- during the term of the cover a child of the person covered (or if there are two people covered a child of either of them):
  - dies or is diagnosed with a terminal illness, or
  - is diagnosed with an additional condition, children's critical illness or critical illness that meets one of our definitions, or
  - is diagnosed with total permanent disability that meets the requirements of our definition of total permanent disability for Children's Critical Illness Cover, 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 additional conditions, children's critical illness, critical illness, terminal illness and total permanent disability for Children's Critical Illness Cover definitions and the relevant requirements starting on page 38.

If we pay a claim under Enhanced Children's Critical Illness Cover, this won't affect your Life or Critical Illness Cover.

We won't pay a claim if:

- You were aware of an increased risk
   of the child suffering from one of our
   definitions of an additional condition,
   a children's critical illness, a critical
   illness, terminal illness, meeting
   the requirements of our definition
   of total permanent disability for
   Children's Critical Illness Cover,
   or dying before the latest of:
  - the start date of your cover,
  - the date the child was adopted by or started to reside with and became financially dependent on the person covered,
  - the date Enhanced Children's Critical Illness Cover was added to your cover, or
  - the latest restart date

(for example if the person covered had received counselling or medical advice in relation to the additional condition, children's critical illness or critical illness before the cover started),

- symptoms relating to the additional condition, children's critical illness, critical illness, or terminal illness, or death, or the requirements for total permanent disability for Children's Critical Illness Cover had arisen before the latest of:
  - the start date of your cover,
  - the date the child was adopted by or started to reside with and became financially dependent on the person covered,
  - the date Enhanced Children's Critical Illness Cover was added to your cover, or
  - the latest restart date,
- the child was born or adopted by or started to reside with and became financially dependent on the person covered before the latest of:
  - the start date of your cover,
  - the date Enhanced Children's Critical Illness Cover was added to your cover, or

the latest restart date, and

had already suffered an additional condition, children's critical illness or critical illness that meets one of our definitions or the requirements for total permanent disability for Children's Critical Illness Cover unless:

- treatment for the additional condition, children's critical illness or critical illness has been completed, and
- the child has been discharged from follow-up for the additional condition, children's critical illness or critical illness, and
- the child has not consulted any medical practitioner or received further treatment or advice for the additional condition, children's critical illness or critical illness within the last 5 years,
- the claim is because the child meets one of our additional conditions, children's critical illness or critical illness definitions or our definition of total permanent disability for Children's Critical Illness Cover and the child dies within 10 days of meeting that definition,

- the claim is for pregnancy complications and the child had suffered from, or you or they were aware of an increased risk of suffering from, a pregnancy complication before the latest of the start date of your cover, the date Enhanced Children's Critical Illness Cover was added to your cover, or the latest restart date of your cover,
- the claim is for the death of a child and the child dies within 14 days of the day they were born,
- the child is over the age of 21 years, or 23 years if in full-time education, when diagnosed with an additional condition, children's critical illness, critical illness or terminal illness that meets one of our definitions, meets the requirements of our definition of total permanent disability for Children's Critical Illness Cover or dies,
- the child doesn't meet our definition of an additional condition, children's critical illness, critical illness or terminal illness or the requirements of our definition of total permanent disability for Children's Critical Illness Cover, or
- it's the result of intentional self-inflicted injury.

If your Life or Critical Illness Cover is cancelled or comes to an end, you will no longer have Enhanced Children's Critical Illness Cover.

#### **HOW MUCH WE'LL PAY**

### Life or Critical Illness Cover

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**, one of our definitions of **critical illness** or our requirements for the definition of **total permanent disability** shown on your cover summary. 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

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 you select this option, your premiums will also increase each year. This is explained further on page 23.

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 of cover that would have been outstanding under a loan or mortgage if the loan or mortgage:

- was equal to the amount of cover shown in your cover summary on the date your 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 of 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 or the term is different.

#### **Additional Conditions Cover**

If the claim is for an additional condition other than pregnancy complications, we'll pay whichever of the following amounts is lower:

- 25% of the amount of cover you have at the date the person covered meets one of our additional conditions definitions, or
- £25,000.

If the claim is for **pregnancy complications**, we'll pay £5,000 per pregnancy unless the claim is because of foetal death in utero, neo-natal death or still birth as defined on page 53, in which case we'll pay £5,000 per foetus or **child**.

We'll pay a claim under Additional Conditions Cover as a lump sum.

If your plan includes more than one Life or Critical Illness Cover or you have more than one plan with us covering the same person and these provide Life or Critical Illness Cover, the limits above

apply to all Life or Critical Illness Cover and plans you have with us. If the claim is for an additional condition other than pregnancy complications, we'll make only one payment for each person covered for each additional condition. The limits above apply to all plans you have with us that include a cover similar to Additional Conditions Cover.

We'll work out your amount of cover at the date the person covered meets one of our additional conditions definitions. This means that if your Life or Critical Illness Cover is payable as a decreasing lump sum, the amount of cover you have under Additional Conditions Cover will be based on the amount of cover your Life or Critical Illness Cover has decreased to at the date the person covered meets one of our additional conditions definitions. Any change to your amount of cover after this time won't be taken into account.

If we pay an Additional Conditions Cover claim for an additional condition other than pregnancy complications, we won't pay any further claim for that additional condition in respect of that person covered, but you may still make a claim in relation to that person covered if they are diagnosed with one of the other additional conditions on pages 48 - 54.

### Standard Children's Critical Illness Cover

We'll pay whichever of the following amounts is lower:

- 50% of the amount of cover you have at the date the child meets one of our definitions of critical illness or our requirements for the definition of total permanent disability for Children's Critical Illness Cover, or
- £25,000.

If your plan includes more than one Life or Critical Illness Cover, or you have more than one plan with us covering the same person, and these provide cover similar to Standard Children's Critical Illness Cover, the limits on this page in relation to Standard Children's Critical Illness Cover apply to all of your Critical Illness Covers and plans. We'll make only one payment for Standard Children's Critical Illness Cover for any child.

If your plan includes more than one Life or Critical Illness Cover for different people, or you have more than one plan with us for different people, and these provide cover similar to Standard Children's Critical Illness Cover, the limits on page 17 in relation to Standard Children's Critical Illness Cover apply to all of your Life or Critical Illness Covers and plans. We'll make only one payment for Standard Children's Critical Illness Cover for any **child** in respect of each **person covered**.

We'll work out the amount of cover at the date the child meets one of our definitions of critical illness or our requirements for the definition of total permanent disability for Children's Critical Illness Cover. This means that if your Life or Critical Illness Cover is payable as a decreasing lump sum, the amount of cover you have under Standard Children's Critical Illness Cover will be based on the amount of cover your Life or Critical Illness Cover has decreased to at the date the child meets one of our definitions of critical illness or our requirements for the definition of total permanent disability for Children's Critical Illness Cover. Any change to your amount of cover after this time won't be taken into account.

## Enhanced Children's Critical Illness Cover

If the claim is because of the death of a **child**, we'll pay £5,000.

If the claim is because the **child** meets one of our definitions of **additional conditions** other than **pregnancy**  **complications**, we'll pay whichever of the following amounts is lower:

- if the Life or Critical Illness Cover is payable as a lump sum, 25% of the amount of cover you have at the date the child meets one of our definitions of additional conditions,
- if the Life or Critical Illness Cover is payable as regular payments, 25% of the amount of cover you have at the date the **child** meets one of our definitions of **additional conditions**, multiplied by the remaining number of full years left of the **term of the cover**, or
- £25,000.

If the claim is because the **child** meets our definition of **pregnancy complications**, we'll pay £5,000 per pregnancy unless the claim is because of foetal death in utero, neo-natal death or still birth as defined on page 53, in which case we'll pay £5,000 per foetus or **child**.

If the claim is because the **child** is diagnosed with a **terminal illness**, meets one of our definitions of **children's critical illness** or **critical illness** or meets the requirements of our definition of **total permanent disability for Children's Critical Illness Cover**, we'll

pay whichever of the following amounts is lower:

- if the Life or Critical Illness Cover is payable as a lump sum, 50% of the amount of cover you have at the date the child meets our definition of terminal illness or one of our definitions of children's critical illness or critical illness or our requirements for the definition of total permanent disability for Children's Critical Illness Cover,
- if the Life or Critical Illness Cover is payable as regular payments, 50% of the amount of cover you have at the date the child meets our definition of terminal illness or one of our definitions of children's critical illness or critical illness or our requirements for the definition of total permanent disability for Children's Critical Illness Cover, multiplied by the remaining number of full years left of the term of the cover, or
- £50,000.

If your plan includes more than one Life or Critical Illness Cover, or you have more than one plan with us covering the same person, and these provide cover similar to Enhanced Children's Critical Illness Cover, the limits on this page in relation to Enhanced Children's Critical

Illness Cover apply to all your Life or Critical Illness Covers and plans. We'll make only one payment for Enhanced Children's Critical Illness Cover for any child.

If your plan includes more than one Life or Critical Illness Cover for different people, or you have more than one plan with us for different people, and these provide cover similar to Enhanced Children's Critical Illness Cover, the limits on this page in relation to Enhanced Children's Critical Illness Cover apply to all your Life or Critical Illness Cover and plans. We'll make only one payment for Enhanced Children's Critical Illness Cover for any child in respect of each person covered.

We'll work out the amount of cover at the date the **child** dies or is diagnosed with a **terminal illness** or meets one of our definitions of **additional conditions**, **children's critical illness** or **critical illness** or our requirements for the definition of **total permanent disability for Children's Critical Illness Cover**. This means that if your Life or Critical Illness Cover is payable as a decreasing lump sum, the amount of cover you have under Enhanced Children's Critical Illness Cover will be based on the amount of cover your Life or Critical Illness Cover has decreased to

at the date the **child** dies or is diagnosed with a **terminal illness** or meets one of our definitions of **additional conditions**, **children's critical illness** or **critical illness** or our requirements for the definition of **total permanent disability for Children's Critical Illness Cover**. Any change to your amount of cover after this time won't be taken into account.

#### 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

### **Guaranteed premiums**

With a Guaranteed premium, the premium is calculated at the start of your plan and will not change unless the amount of cover is changed or you choose cover on an increasing basis (see below for more details).

## If your cover is a level lump sum, decreasing lump sum or level regular payments

As long as you pay your premiums on time and you don't make changes to your plan, your premiums won't change.

## If your cover is 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.

### Reviewable premiums

Your premium will be unchanged for the first five years of your plan, but then will

be reviewed on the fifth anniversary of the date of your plan starting and every five years thereafter. Your premiums could go up or down after each review, depending on a number of factors.

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

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

When we review your premiums, we'll look at these factors again. If their combined effect has been positive for us, we might be able to make your premiums cheaper. If not, your premiums may stay the same or increase. If we change your premiums, we'll do this on the anniversary of your plan start date, which

is shown in your cover summary. We'll tell you at least a month in advance if this is going to happen.

## If your cover is a level lump sum, decreasing lump sum or level regular payments

As long as you pay your premiums on time, your premium won't change for the first five years of your plan. They'll be reviewed every five years after that.

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

As long as you pay your premiums on time, your premium won't change for the first five years of your plan, apart from the changes described in this section. They'll be reviewed every five years after that.

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. If you make changes to your plan, your premiums might change.

#### 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 increases. If we cancel two consecutive increases we won't offer you any further increases to your amount of cover.

If, as a result of an increase, the total amount of cover on all plans you have with us would be more than £3,000,000, your cover won't increase. We'll tell you if this happens. When working out

your total amount of cover we include all cover you have in this plan and any other plan you have with us.

If you add a new cover to your plan, your new cover may start on a different day than your plan started. The date your original plan started can be found on your original cover summary. Where this happens, the first increase in your amount of cover for your additional cover will be on the first anniversary of your plan start date which comes after this additional cover has been in force for 12 months.

#### **COVER INCREASE OPTIONS**

Your cover comes with Cover Increase Options 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 shareholders 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 the partner or shareholder interest 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

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 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 and subject to the limits 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 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.

# CHILDREN'S CRITICAL ILLNESS COVER CONVERSION OPTION

If your cover summary shows you have Enhanced Children's Critical Illness Cover we automatically include Children's Critical Illness Cover Conversion Option.

#### How it works

The **child** of a **person covered** can, without giving us any medical information, take out a policy providing Critical Illness Cover in their own name at any time within 6 months of the latest of;

- the child's 21st birthday,
- the date the **child** leaves **full-time education** if this is between their 21st birthday and their 23rd birthday, or
- the **child's** 23rd birthday if they are still in **full-time education**.

## Limits on the cover the child can take out

The **child** can only exercise this option once.

The **child** can take out a maximum amount of cover equal to the amount they are covered for under Enhanced

Children's Critical Illness Cover at the time the **child** exercises this option subject to a maximum of £50,000. The cover will be payable as a level lump sum. If the **child** is covered under more than one type of cover or more than one plan with us on the life of the same **person covered** or the life of a different person, the limits apply to all of them added together - not separately to each cover or plan.

The cover will be on the terms and conditions that we offer at the time the **child** exercises the option but will not include:

- Enhanced Children's Critical Illness Cover or Standard Children's Critical Illness Cover,
- cover for total permanent disability, or
- any cover increase options.

The **child's** cover must last at least as long as the minimum term we offer at that time, but no longer than the maximum term we offer at that time.

The premiums for the **child's** cover will be based on our pricing for a non-smoker and the age of the **child** when the **child** exercises the option. If the premiums on your cover are guaranteed, the premiums for the **child's** cover will

also be guaranteed. If the premiums on your cover are reviewable, the premiums for the **child's** cover will also be reviewable.

The **child** cannot exercise this option if:

- less than 12 months have passed since the start date of your cover,
- we have previously accepted a claim in respect of the child under the terms of this policy or any other policy with us,
- we have accepted a claim for payment under your Critical Illness Cover which brings your Critical Illness Cover to an end,
- your Critical Illness Cover has been cancelled,
- your Critical Illness Cover no longer includes Enhanced Children's Critical Illness Cover, or
- the child is 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 we applied if your cover has been restarted,
- our pricing when you applied for your original cover, and
- the age of the person covered when your 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 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.

For example, perhaps:

- the person covered was a smoker when the cover started but has now given up
- the person covered has lost weight and kept it off
- the person covered had an exclusion for a hazardous hobby which they no longer do.

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. Or you might want to add or remove either Standard Children's Critical Illness Cover or Enhanced Children's Critical Illness 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.

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.

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**.

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 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 34 and 35.

We can separately make changes to how we use your personal information, details of which is set out on pages 30-32. We may update this notice from time to time and we'll alert you to the important updates. It's not meant to be a legal contract between you and **Royal London** and this doesn't affect your rights under data protection laws.

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

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

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

- **1.** We may make changes to the terms and conditions applying to your cover (including your premiums) or cancel your cover if:
- you don't tell us about changes to any of the answers you or the person covered gave in the application, or to information provided in relation to your application, between the date it was completed and the date we assume risk on your cover,

- the person covered doesn't provide their consent for us to ask for medical information within six months of the start of your cover, from any doctor they have consulted about their physical or mental health to check the accuracy of any statement made in, or in connection with, your application,
- any question answered or any statement made in, or in connection with, your application is inaccurate or misleading and this affects our decision on the cover we're willing to provide,
- you make a claim and we find that you or the person covered haven't told us something that affects your cover, or
- you don't keep your premiums up-to-date.
- **2.** We may make changes to the terms and conditions applying to your cover (including your premiums) that we reasonably consider are proportionate in the circumstances if, because of a change in legislation, regulation or established practice in relation to such legislation or regulations, or any relevant change or circumstance beyond our control:
- it becomes impracticable or impossible to give full effect to the terms and conditions applying to your cover,

- failing to make the change could, in our reasonable opinion, result in Royal London's policyholders not being treated fairly, or
- the way that we're taxed or the way that the plan that your cover is under is taxed is changed.
- **3.** We may make changes to the terms and conditions applying to your cover (including your premiums) that we reasonably consider won't adversely affect you. These may include, for example, changes needed to reflect new services or features that we wish to make available to you.
- **4.** We may make changes to the terms and conditions applying to your cover (including your premiums) if we become aware of any error or omission in this plan details booklet. We'll only make such changes to bring the plan details booklet into line with your cover summary or the key facts document relevant to your cover.

### **CONTRACT**

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

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

#### **MIS-STATEMENT OF AGE**

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

#### **COMPLAINTS**

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

0345 6094 500

@ protectionhelp@royallondon.com

Royal London, 1 Thistle Street, Edinburgh EH2 1DG

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

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

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

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

#### Financial Ombudsman Service

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

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

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

complaint.info@ financial-ombudsman.org.uk

financial-ombudsman.org.uk

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

### IF WE CAN'T MEET OUR LIABILITIES

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

#### **LAW**

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

#### **NOTICES OF ASSIGNMENT**

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



Royal London, 1 Thistle Street, Edinburgh EH2 1DG

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

#### **RIGHTS OF THIRD PARTIES**

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

#### 4. DEFINITIONS OF THE WORDS WE USE

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

### CRITICAL ILLNESS DEFINITIONS

The following are our definitions of **critical illnesses**. Before we will pay a claim, the **person covered** must meet one of these definitions.

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 critical illness, and
- confirmed by our chief medical officer.

### Aorta graft surgery - for disease or traumatic injury

The undergoing of or inclusion on the NHS waiting list for, surgery for disease or trauma to the aorta with excision and surgical replacement of a portion of the diseased or damaged aorta with a graft. The term aorta includes the thoracic and abdominal aorta but not its branches.

For the above definition the following is not covered:

 any other surgical procedure, for example the insertion of stents or endovascular repair.

#### Aplastic anaemia - permanent

A definite diagnosis by a consultant haematologist of **permanent** bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring treatment with at least one of the following:

- blood transfusion;
- marrow stimulating agents;
- immunosuppressive agents;
- bone marrow transplant.

For the above definition the following is not covered:

other forms of anaemia.

### Bacterial meningitis - resulting in permanent symptoms

A definite diagnosis of bacterial meningitis by a consultant neurologist resulting in permanent neurological deficit with persisting clinical symptoms.

For the above definition the following is not covered:

 all other forms of meningitis other than those caused by bacterial infection.

# Benign brain or spinal cord tumour - resulting in permanent symptoms or specified treatment

A non-malignant tumour or cyst originating from the brain, cranial nerves or meninges within the skull or spinal cord, spinal nerves or meninges, resulting in any of the following:

- permanent neurological deficit with persisting clinical symptoms; or
- undergoing of or inclusion on the NHS waiting list for invasive surgery to remove all or part of the tumour; or
- undergoing either stereotactic radiosurgery or chemotherapy treatment to destroy tumour cells.

For the above definition, the following are not covered:

- Tumours in the pituitary gland;
- Tumours originating from bone tissue;
- Cholesteatoma; and
- Angiomas.

### Blindness - permanent and irreversible

**Permanent** and irreversible loss of sight to the extent that even when tested with the use of visual aids, vision is measured at 6/60 or worse in the better eye using a Snellen eye chart, or visual field is reduced to 20 degrees or less of an arc, as certified by an ophthalmologist.

# Brain injury due to trauma, anoxia or hypoxia - resulting in permanent symptoms

Death of brain tissue due to trauma or reduced oxygen supply (anoxia or hypoxia) resulting in **permanent neurological deficit with persisting clinical symptoms**.

### Cancer - excluding less advanced cases

Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue.

The term malignant tumour includes:

- leukaemia;
- sarcoma; and

 lymphoma (except cutaneous lymphoma - lymphoma confined to the skin).

For the above definition the following are not covered:

- all cancers which are histologically classified as any of the following:
  - pre-malignant;
  - o non-invasive;
  - o cancer in situ;
  - having borderline malignancy; or
  - having low malignant potential;
- malignant melanoma that is confined to the epidermis (outer layer of skin).
- any non-melanoma skin cancer (including cutaneous lymphoma) that has not spread to lymph nodes or metastasised to distant organs.
- all tumours of the prostate unless histologically classified as having a Gleason score of 7 or above, or having progressed to at least TNM classification T2bN0M0.

### Cardiac arrest - with insertion of a defibrillator

Sudden loss of heart function with interruption of blood flow around the body resulting in unconsciousness and the undergoing of, or inclusion on the NHS waiting list for, surgery to insert either of the following devices:

- Implantable Cardioverter-Defibrillator (ICD); or
- Cardiac Resynchronisation Therapy with Defibrillator (CRT-D).

The following are not covered:

- insertion of a pacemaker; and
- insertion of a defibrillator without cardiac arrest.

## Cardiomyopathy - of specified severity or undergoing a defined treatment

A definite diagnosis by a consultant cardiologist of cardiomyopathy.

The disease must result in at least one of the following:

• left ventricular ejection fraction (LVEF) of 39% or less measured twice at an interval of at least 3 months by an MRI scan,

- marked limitation of physical activities where less than ordinary activity causes fatigue, palpitation, breathlessness or chest pain (Class III or IV of the New York Heart Association classification) over a period of at least 6 months, or
- undergoing of, or inclusion on the NHS waiting list for, implantation of a cardioverter defibrillator (ICD) on the specific advice of a cardiologist for the prevention of sudden cardiac death.

For the above definition the following are not covered:

 all other forms of heart disease, heart enlargement and myocarditis.

### Cauda equina syndrome - with permanent symptoms

A definite diagnosis by an appropriate medical specialist of cauda equina syndrome evidenced by compression of the lumbosacral nerve roots (cauda equina) resulting in all of the following:

- permanent bladder dysfunction.
- **permanent** weakness and loss of sensation of the legs.

The diagnosis must be supported by appropriate neurological evidence.

### Chronic lung disease - of specified severity

Confirmation by a consultant physician of chronic lung disease resulting in all of the following:

- the need for continuous daily oxygen therapy on a **permanent** basis;
- FEV1 being less than 40% of normal; and
- vital capacity less than 50% of normal.

### Coma - with associated permanent symptoms

A state of unconsciousness with no reaction to external stimuli or internal needs with associated permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following are not covered:

medically induced coma.

#### Coronary artery bypass grafts

The undergoing of or inclusion on the NHS waiting list for, surgery on the advice of a consultant cardiologist to correct narrowing or blockage of one or more coronary arteries with bypass grafts.

For the above definition, the following are not covered:

- balloon angioplasty;
- atherectomy;
- rotablation;
- insertion of stents; and
- laser treatment.

### Creutzfeldt-Jakob disease (CJD) - resulting in permanent symptoms

A definite diagnosis of Creutzfeldt-Jakob disease by a consultant neurologist. There must be **permanent** clinical loss of the ability to do all of the following:

- remember;
- reason; and
- perceive, understand, express and give effect to ideas.

For the above definition, the following are not covered:

 other types of dementia (these are covered under the dementia definition).

### Deafness - permanent and irreversible

**Permanent** and irreversible loss of hearing to the extent that the loss is greater than

95 decibels across all frequencies in the better ear using a pure tone audiogram.

# Dementia including Alzheimer's disease - resulting in permanent symptoms

A definite diagnosis of dementia including Alzheimer's disease by a consultant neurologist, psychiatrist or geriatrician. There must be **permanent** clinical loss of the ability to do all of the following:

- remember;
- reason; and
- perceive, understand, express and give effect to ideas.

### Encephalitis - resulting in permanent symptoms

A definite diagnosis of encephalitis by a consultant neurologist resulting in permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following are not covered:

 myalgic encephalomyelitis and chronic fatigue syndrome.

#### Heart attack - of specified severity

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

- the characteristic rise of cardiac enzymes or Troponins; and
- new characteristic electrocardiographic changes or other positive findings on diagnostic imaging tests. The evidence must show a definite acute myocardial infarction.

For the above definition, the following are not covered:

- other acute coronary syndromes; and
- angina without myocardial infarction.

#### Heart failure - of specified severity

A definite diagnosis by a consultant cardiologist of failure of the heart to function as a pump.

There must be evidence of the following:

- permanent and irreversible limitation of function to at least Class III of the New York Heart Association (NYHA) classification; and
- **permanent** and irreversible ejection fraction of 39% or less.

#### Heart valve replacement or repair

The undergoing of or inclusion on the NHS waiting list for, surgery on the advice of a consultant cardiologist to replace or repair one or more heart valves.

### Intensive care - requiring mechanical ventilation for 10 consecutive days

Any sickness or injury resulting in the **person covered** requiring continuous mechanical ventilation by means of tracheal intubation for 10 consecutive days (24 hours per day) or more in an intensive care unit in a UK hospital.

For the above definition, the following is not covered:

 intensive care requiring mechanical ventilation for a child under the age of 90 days.

### Kidney failure - requiring permanent dialysis

Chronic and end stage failure of both kidneys to function, as a result of which regular dialysis is **permanently** required.

#### Liver failure - irreversible

A definite diagnosis, by a consultant physician, of irreversible end stage liver

failure due to cirrhosis resulting in all of the following:

- permanent jaundice;
- ascites; and
- encephalopathy.

### Loss or removal of an eyeball - due to injury or disease

Loss or **permanent** surgical removal of an eyeball as a result of injury or disease.

### Loss of hand or foot - permanent physical severance

**Permanent** physical severance of a hand or foot at or above the wrist or ankle joint.

### Loss of independent existence - resulting in permanent symptoms

If the claim is for Life or Critical Illness Cover, any condition that:

- a) permanently prevents the person covered from doing at least 3 out of the 6 living tasks either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons; or
- b) causes mental incapacity.

The six living tasks are:

- Washing the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
- The ability to dress and undress the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
- Feeding yourself the ability to feed yourself when food has been prepared and made available.
- Maintaining personal hygiene the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
- Getting between rooms the ability to get from room
  to room on a level floor.
- Getting in and out of bed the ability to get out of bed into an upright chair or wheelchair and back again.

If the claim is for Standard Children's Critical Illness Cover or Enhanced Children's Critical Illness Cover, any condition that:

**a) permanently** prevents the **child** covered from doing, or **permanently** prevents the **child** covered from achieving

the ability to do, at least 3 out of the 6 living tasks either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons; or

#### b) causes mental incapacity.

The six living tasks are:

- Washing the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
- The ability to dress and undress the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
- Feeding yourself the ability to feed yourself when food has been prepared and made available.
- Maintaining personal hygiene the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
- Getting between rooms the ability to get from room
  to room on a level floor.
- Getting in and out of bed the ability to get out of bed into an upright chair or wheelchair and back again.

### Loss of speech - permanent and irreversible

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

### Major organ transplant - from another donor

The undergoing as a recipient of a transplant from another donor of bone marrow or of a complete heart, kidney, liver, lung, or pancreas, or a whole lobe of the lung or liver, or inclusion on an official **UK** waiting list for such a procedure.

For the above definition, the following is not covered:

 transplant of any other organs, parts of organs, tissues or cells.

# Motor neurone disease and specified diseases of the motor neurones - resulting in permanent symptoms

A definite diagnosis of one of the following motor neurone diseases by a consultant neurologist:

- amyotrophic lateral sclerosis (ALS);
- Kennedy's disease, also known as spinal and bulbar muscular atrophy (SBMA);

- primary lateral sclerosis (PLS);
- progressive bulbar palsy (PBP); or
- progressive muscular atrophy (PMA).

There must also be **permanent** clinical impairment of motor function.

### Multiple sclerosis - with past or present symptoms

A definite diagnosis of multiple sclerosis by a consultant neurologist. There must have been clinical impairment of motor or sensory function caused by multiple sclerosis.

### Neuromyelitis optica (Devic's disease)

A definite diagnosis of neuromyelitis optica by a consultant neurologist. There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 3 months.

### Paralysis of limbs - total and irreversible

Total and irreversible loss of muscle function to the whole of a limb.

### Parkinson plus syndromes - resulting in permanent symptoms

A definite diagnosis by a consultant neurologist or geriatrician of one of the following Parkinson plus syndromes:

• multiple system atrophy;

- progressive supranucleur palsy;
- Parkinsonism-dementia-amyotrophic lateral sclerosis complex;
- corticobasal ganglionic degeneration; or
- diffuse Lewy body disease.

There must also be **permanent** clinical impairment of at least one of the following:

- motor function;
- eye movement disorder;
- postural instability; or
- dementia.

### Parkinson's disease - resulting in permanent symptoms

A definite diagnosis of Parkinson's disease by a consultant neurologist or geriatrician. There must be **permanent** clinical impairment of motor function with either associated tremor or muscle rigidity.

For the above definition, the following are not covered:

 Parkinsonian syndromes/ Parkinsonism.

### Peripheral vascular disease - with bypass surgery

A definite diagnosis of peripheral vascular disease supported by evidence

from an ultrasound of obstruction in the arteries which results in the undergoing of, or inclusion on the NHS waiting list for, bypass graft surgery to the arteries of the legs.

For the above definition, the following is not covered:

angioplasty

### Pneumonectomy - removal of a complete lung

The undergoing of, or inclusion on the NHS waiting list for, surgery on the advice of an **appropriate medical specialist** to remove an entire lung for disease or traumatic injury suffered by the **person covered**.

For the above definition the following are not covered:

- removal of a lobe of the lungs (lobectomy);
- lung resection or incision.

#### Pulmonary artery graft surgery

The undergoing of, or inclusion on the NHS waiting list for, surgery on the advice of a consultant cardiologist for disease of the pulmonary artery to excise and replace the diseased pulmonary artery with a graft.

### Pulmonary hypertension - of specified severity

A definite diagnosis of pulmonary hypertension by a consultant cardiologist or specialist in respiratory medicine. There must be clinical impairment of heart function resulting in the **permanent** loss of ability to perform physical activities to at least Class III of the New York Heart Association classification of functional capacity.

#### Spinal stroke - of specified severity

Death of spinal cord tissue due to inadequate blood supply or haemorrhage within the spinal column resulting in permanent neurological deficit with persisting clinical symptoms.

#### Stroke - of specified severity

Death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in all of the following:

- definite evidence of death of tissue or haemorrhage on a brain scan; and
- neurological deficit with persisting clinical symptoms lasting at least 24 hours.

For the above definition, the following are not covered:

- transient ischaemic attack;
- death of tissue of the optic nerve or retina/eye stroke.

## Structural heart surgery - with thoracotomy or surgery to divide the breastbone

The undergoing of or inclusion on the NHS waiting list for, surgery requiring thoracotomy or median sternotomy (surgery to divide the breastbone) on the advice of a consultant cardiologist to correct any structural abnormality of the heart.

### Systemic lupus erythematosus - with severe complications

A definite diagnosis of systemic lupus erythematosus by a consultant rheumatologist resulting in either of the following:

- permanent neurological deficit with persisting clinical symptoms; or
- permanent impairment of kidney function with a glomerular filtration rate (GFR) below 30ml/min.

## Third degree burns - covering 20% of the body's surface area or 50% loss of surface area of the face

Burns that involve damage or destruction of the skin to its full depth through to the underlying tissue and covering at least 20% of the body's surface area or 50% loss of surface area of the face which for the purpose of this definition includes the forehead and ears

### Ulcerative colitis - treated with total colectomy

A definite diagnosis of ulcerative colitis confirmed by a consultant gastroenterologist which results in the undergoing of, or inclusion on the NHS waiting list for, surgery to remove the entire colon (large bowel).

#### **ADDITIONAL CONDITIONS**

The following are our definitions of additional conditions. Before we will pay a claim, the person covered must meet one of these definitions.

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

made by an appropriate medical specialist,

- the first and unequivocal diagnosis of the additional condition, and
- confirmed by our chief medical officer.

# Accident hospitalisation - requiring a hospital stay for 28 consecutive days

An accident that results in physical injury which requires the **person covered** to stay in hospital for 28 consecutive days or more on the advice of an **appropriate medical specialist**.

### Aortic aneurysm - with endovascular repair

The undergoing of endovascular repair of an aneurysm of the thoracic or abdominal aorta with a graft.

For the above definition, the following is not covered:

 procedures to any branch of the thoracic and abdominal aorta.

### Carcinoma in situ of the breast - with surgery to remove the tumour

Carcinoma in situ of the breast positively diagnosed with histological confirmation by biopsy together with the undergoing of surgery to remove the tumour.

### Carcinoma in situ of the cervix uteri requiring trachelectomy (removal of the cervix) or hysterectomy

Carcinoma in situ of the cervix uteri diagnosed with histological confirmation by biopsy together with the undergoing of trachelectomy or hysterectomy to remove the tumour.

For the above definition the following are not covered:

 loop excision, laser surgery, conisation and cryosurgery.

## Carcinoma in situ of the colon or rectum - resulting in intestinal resection

Carcinoma in situ of the colon or rectum resulting in intestinal resection.

For the above definition the following are not covered:

local excision and polypectomy.

### Carcinoma in situ of the larynx - with specified treatment

Carcinoma in situ of the larynx, supported by histological confirmation, which has been treated with surgery, laser or radiotherapy.

## Carcinoma in situ of the renal pelvis or ureter - supported by histological evidence

A definite diagnosis of carcinoma in situ of the renal pelvis or ureter supported by histological confirmation.

### Carcinoma in situ of the testicle - requiring orchidectomy

A definite diagnosis of carcinoma in situ of the testicle (also known as intratubular germ cell neoplasia unclassified or ITGCNU) or benign testicular tumour supported by histological evidence, which has been treated surgically with an orchidectomy (complete removal of the testicle).

## Carcinoma in situ of the urinary bladder - supported by histological evidence

A definite diagnosis of carcinoma in situ of the urinary bladder supported by histological evidence.

For the above definition the following are not covered:

- non-invasive papillary carcinoma;
- stage Ta urinary bladder carcinoma; and
- all other forms of non-invasive carcinoma.

## Carcinoma in situ of the vagina or vulva - resulting in surgery to remove the tumour

Carcinoma in situ of the vagina or vulva resulting in surgery to remove the tumour.

For the above definition the following are not covered:

- laser surgery and diathermy; and
- vaginal intraepithelial neoplasia (VAIN) grade 1 or 2 or vulval intraepithelial neoplasia (VIN) grade 1 or 2.

### Carcinoma in situ (other) - with surgery

Carcinoma in situ diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells that are confined to the epithelial linings of organs and that has been treated by surgery to remove the tumour.

For the above definition the following are not covered:

- any skin cancer (including melanoma);
- tumours treated with radiotherapy, laser therapy, cryotherapy or diathermy treatment; and

 intra-epithelial neoplasia or pre-malignant conditions.

This definition excludes the 8 specified carcinoma in situ conditions listed above.

#### **EXAMPLE**

If a claim is made for carcinoma in situ of the breast and the definition specific to that condition is not met, the carcinoma in situ (other) definition cannot be used instead.

# Carotid artery stenosis – of specified severity resulting in surgery

The undergoing of endarterectomy or angioplasty on the advice of a hospital consultant to treat narrowing of at least 50% of the carotid artery.

## Central retinal artery or vein occlusion - resulting in permanent visual loss

Death of the optic nerve or retinal tissue due to inadequate blood supply or haemorrhage within the central retinal artery or vein, resulting in **permanent** visual impairment of the affected eye.

For the above definition the following are not covered:

- branch retinal artery or vein occlusion or haemorrhage;
- traumatic injury to tissue of the optic nerve or retina.

### Cerebral or spinal aneurysm – with specified surgery

The undergoing of either of the following surgical procedures:

- surgical correction via craniotomy (surgical opening of the skull) or embolisation treatment using coils or other materials, in order to treat a cerebral aneurysm; or
- surgical resection, wrapping, clipping or embolisation of a spinal aneurysm.

# Cerebral or spinal arteriovenous malformation — with specified treatment

The undergoing of craniotomy, direct spinal surgery, endovascular repair or radiotherapy to treat a cerebral or spinal arteriovenous fistula or malformation.

### Coronary angioplasty - with specified treatment

The undergoing of percutaneous coronary intervention (PCI) to correct narrowing or blockages of the left main stem artery, or two or more main coronary arteries. PCI is defined as any therapeutic intra-arterial catheter procedure including balloon angioplasty and stenting.

The surgeries must have been carried out on the advice of a consultant cardiologist. Two coronary angioplasty procedures performed in different arteries at different times is covered.

For the purposes of this definition the main coronary arteries are:

- right coronary artery or its branches;
- left main stem artery or its branches;
- left anterior descending artery or its branches; and
- circumflex artery or its branches.

Gastrointestinal stromal tumour (GIST) or neuroendocrine tumour (NET) of low malignant potential - with surgery

Gastrointestinal stromal tumour (GIST) or neuroendocrine tumour (NET) of low malignant potential

diagnosed by histological confirmation and that has been treated by surgery to remove the tumour.

For the above definition, the following are not covered:

 tumours treated with radiotherapy, laser therapy, cryotherapy or diathermy treatment.

### Heartbeat abnormalities - with permanent pacemaker insertion

The definite diagnosis of an abnormal rhythm of heartbeat by a consultant cardiologist resulting in the insertion of an artificial pacemaker on a **permanent** basis.

### Low grade prostate cancer - of specified severity

Tumours of the prostate histologically classified as having a Gleason score between 2 and 6 inclusive, provided the tumour has progressed to at least clinical TNM classification T1N0M0.

# Ovarian tumour of borderline malignancy/low malignant potential - with surgical removal of an ovary

An ovarian tumour of borderline malignancy/low malignant potential that has been positively diagnosed with histological confirmation and has resulted in surgical removal of an ovary.

For the above definition, the following is not covered:

removal of an ovary due to cyst

### Partial loss of sight - permanent and irreversible

Permanent and irreversible loss of sight and visual field, to the extent that even when tested with the use of visual aids, the visual acuity is less than or equal to 0.25 (6/24) in the better eye using a Snellen eye chart and the visual field in the better eye upon testing is reduced to 40 degrees or less of an arc, as certified by an ophthalmologist.

### Pituitary gland tumour – with specified treatment

Diagnosis of a non-malignant pituitary tumour requiring radiotherapy or surgical removal.

The following is not covered:

 non-malignant tumours of the pituitary gland treated by other methods.

#### **Pregnancy complications**

A definite diagnosis by consultant obstetrician of one of the following conditions:

- disseminated intravascular coagulation (DIC),
- eclampsia (but excluding pre-eclampsia),
- ectopic pregnancy with surgery to remove a fallopian tube,
- foetal death in utero after at least 20 weeks gestation,
- · hydatidiform mole,
- neo-natal death giving birth to a child of at least 20 weeks gestation that does not survive 14 days,
- new born intensive care giving birth to a **child** of at least 37 weeks gestation that requires continuous mechanical ventilation by means of tracheal intubation for 7 days (24 hours per day) or more in an intensive care unit in a UK hospital, starting between the date the **child** was born and age 90 days,
- placental abruption (but excluding placenta praevia), or
- still birth (excluding elective pregnancy termination) after at least 24 weeks gestation.

### Skin cancer (not including melanoma) - advanced stage as specified

Non-melanoma skin cancer diagnosed with histological confirmation that the tumour is larger than 2 centimetres (cm) across and has at least one of the following features:

- tumour thickness of at least 4 millimetres (mm);
- invasion into subcutaneous tissue (Clark level V);
- invasion into nerves in the skin (perineural invasion);
- poorly differentiated or undifferentiated (cells are very abnormal as demonstrated when seen under a microscope); or
- has recurred at the site of previous treatment.

Third degree burns - covering at least 10% but less than 20% of the body's surface area or at least 25% but less than 50% of surface area of the face

Burns that involve damage or destruction of the skin to its full depth through to the underlying tissue and covering at least 10% and less than 20% of the body's surface area, or at least 25% and less than 50% of the surface area of the face which for the purpose of this definition includes the forehead and ears.

### CHILDREN'S CRITICAL ILLNESS DEFINITIONS

The following are our definitions of **children's critical illnesses** that apply to Enhanced Children's Critical Illness Cover. Before we'll pay a claim, the **child** covered must meet one of these definitions.

For us to accept the **child's** diagnosis as evidence of a claim, it must be:

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

#### Cerebral palsy

A definite diagnosis of cerebral palsy by an appropriate medical specialist.

# Child diabetes mellitus type 1-requiring permanent insulin injections

A definite diagnosis of type 1 insulin dependent diabetes mellitus by an **appropriate medical specialist**. There must be abrupt onset, accompanied by ketonuria or other biochemical evidence of ketosis.

**Permanent** insulin injections must be the only effective treatment to prevent life-threatening diabetic ketoacidosis and these must have continued for a period of at least 12 months.

For the above definition the following are not covered:

- gestational diabetes unless the child has been on continuous insulin injections to prevent diabetic ketoacidosis for 12 months after delivery of a baby;
- type 2 diabetes mellitus including if treated with oral medications or treated with insulin to improve diabetic control; and
- diabetes insipidus.

### Child intensive care benefit requiring mechanical ventilation for 7 days

Any sickness or injury resulting in the **child** requiring continuous mechanical ventilation by means of tracheal intubation for 7 consecutive days (24 hours per day) or more in an intensive care unit in a **UK** hospital.

For the above definition the following is not covered:

• intensive care requiring mechanical ventilation for a **child** under the age of 90 days.

#### Craniosynostosis - requiring surgery

A definite diagnosis of craniosynostosis by a consultant neurosurgeon which has been treated surgically.

#### Cystic fibrosis

A definite diagnosis of cystic fibrosis by an appropriate medical specialist.

#### Down's syndrome

A definite diagnosis of Down's syndrome by an appropriate medical specialist.

#### Edwards syndrome

A definite diagnosis of Edwards syndrome by an **appropriate medical specialist**.

### Hydrocephalus - treated with the insertion of a shunt

A definite diagnosis of hydrocephalus by an **appropriate medical specialist** which is treated by the insertion of a shunt.

#### Muscular dystrophy

A definite diagnosis of muscular dystrophy made by an **appropriate** medical specialist.

#### Osteogenesis imperfecta

A definite diagnosis of osteogenesis imperfecta by an appropriate medical specialist.

For the above definition the following is not covered:

• type 1 osteogenesis imperfecta.

#### Patau syndrome

A definite diagnosis of Patau syndrome by an **appropriate medical specialist**.

#### Spina bifida

A definite diagnosis of spina bifida myelomeningocele or rachischisis by a paediatrician.

For the above definition the following are not covered:

- spina bifida occulta; and
- spina bifida with meningocele.

### Surgical repair of an atrial or ventricular septal defect

The undergoing of surgery on advice of a consultant cardiologist to close a defect in the interatrial or interventricular septum requiring either thoracotomy or the use of endovascular techniques.

#### **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

#### Child

- the natural child of the person covered from birth to 21 years, or 23 years if in full-time education;
- any child of the person covered who is legally adopted from birth to 21 years, or 23 years if in full-time education:
- any child from birth to 21 years, or 23 years if in full-time education, who resides with and is financially dependent on the person covered.

#### 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.

#### **Full-time education**

Attendance at a full-time course at a school, college or university. This includes work placements that are part of such full-time courses but excludes breaks from education, for example gap years.

#### Intentional self-inflicted injury

If the cause of the claim is the death of the **person covered**, intentional selfinflicted 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 they've suffered that is in our reasonable opinion the result of a deliberate act by the **person covered**.

#### Mental incapacity

If the claim is for Life or Critical Illness Cover, irreversible mental incapacity due to an organic brain disease or brain injury supported by evidence of progressive loss of ability to:

- remember;
- reason; and
- perceive, understand, express and give effect to ideas;

which causes a significant reduction in mental and social functioning, requiring the continuous supervision of the person covered.

If the claim is for Standard Children's Critical Illness Cover or Enhanced Children's Critical Illness Cover, irreversible mental incapacity due to an organic brain disease or brain injury supported by evidence of progressive loss of ability to:

- remember;
- reason; and
- perceive, understand, express and give effect to ideas;

which causes a significant reduction in mental and social functioning, requiring the continuous supervision of the **child**.

### Neurological deficit with persisting clinical symptoms

Symptoms of dysfunction in the nervous system that are present on clinical examination.

Symptoms that are covered include:

- Numbness
- Hyperaesthesia (increased sensitivity)
- Paralysis
- Localised weakness
- Dysarthria (difficulty with speech)
- Aphasia (inability to speak)
- Dysphagia (difficulty in swallowing)
- Visual impairment
- Difficulty in walking
- Lack of coordination
- Tremor
- Seizures
- Dementia
- Delirium
- Coma

The following are not covered:

 an abnormality seen on brain or other scans without definite related clinical symptoms;

- neurological signs occurring without symptomatic abnormality, e.g. brisk reflexes without other symptoms;
- symptoms of psychological or psychiatric origin.

#### Ordinary UK driving licence

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

#### **Permanent**

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

#### Person covered

The person named as such on your cover summary.

#### Retail price index

This is the percentage increase in **the UK** government's retail price index (or if that index is no longer available, such

other index as we reasonably determine to be equivalent) over the 12-month period ending three months before the anniversary of the date the plan started, subject to a minimum of 2% and a maximum of 10%.

#### **Royal London**

The Royal London Mutual Insurance Society Limited.

#### **Royal London Group**

Royal London and its subsidiaries.

#### Standard terms

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

#### **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 **critical illness** that meets one of our definitions or meets the requirements of our definition of **total permanent disability** that is shown on your cover summary, the date your cover ends is the date shown on your cover summary.

#### The UK

Means Scotland, England, Wales and Northern Ireland.

### Total permanent disability - of specified severity

The additional features section in your cover summary shows which definition of total permanent disability applies to your cover.

### Own occupation total permanent disability

Becoming **permanently** disabled according to all of the requirements of one of the following four definitions:

#### 1. Total permanent disability unable before age 65 to do your own occupation ever again

Loss of the physical or mental ability through an illness or injury before age 65 to the extent that **person covered** is unable to do the essential duties of their own occupation ever again. The essential duties are those that are normally required for, and/or form a significant and integral part of, the performance of the **person covered** in their own occupation that cannot reasonably be omitted or modified.

Own occupation means the trade, profession or type of work the **person covered** does for profit or pay. It is not a specific job with any particular employer and is irrespective of location and availability.

The appropriate medical specialist must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the person covered expects to retire.

For the above definition, disabilities for which the **appropriate medical specialist** cannot give a clear prognosis are not covered.

### 2. Total permanent disability unable before age 65 to do 3 specified working tasks ever again

Loss of the physical ability through an illness or injury before age 65 to do at least 3 of the 6 working tasks listed below ever again.

The appropriate medical specialist must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the person covered expects to retire.

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

#### The working tasks are:

- Walking the ability to walk more than 200 metres on a level surface.
- Climbing the ability to climb up a flight of 12 stairs and down again, using the handrail if needed.
- **Lifting** the ability to pick up an object weighing 2kg at table height and hold for 60 seconds before replacing the object on the table.
- Bending the ability to bend or kneel to touch the floor and straighten up again.
- Getting in and out of a car the ability to get into a standard
  saloon car, and out again.
- Writing the manual dexterity to write legibly using a pen or pencil, or type using a desktop personal computer keyboard.

#### 3. Total permanent disability unable to look after yourself ever again

Loss of the physical ability through an illness or injury to do at least 3 of the 6 living tasks listed below ever again.

### The appropriate medical specialist

must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the **person covered** expects to retire.

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

#### The livings tasks are:

- Washing the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
- The ability to dress and undress the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.

- **Feeding yourself** the ability to feed yourself when food has been prepared and made available.
- Maintaining personal hygiene –
  the ability to maintain a satisfactory
  level of personal hygiene by using
  the toilet or otherwise managing
  bowel and bladder function.
- Getting between rooms the ability to get from room to room on a level floor.
- Getting in and out of bed the ability to get out of bed into an upright chair or wheelchair and back again.

### 4. Total permanent disability - mental incapacity

Irreversible **mental incapacity** due to an organic brain disease or brain injury supported by evidence of progressive loss of ability to:

- remember;
- reason; and
- perceive, understand, express and give effect to ideas;

which causes a significant reduction in mental and social functioning, requiring the continuous supervision of the person covered.

### Working tasks total permanent disability

Becoming **permanently** disabled according to all of the requirements of one of the following three definitions:

### 1. Total permanent disability unable before age 65 to do 3 specified working tasks ever again

Loss of the physical ability through an illness or injury before age 65 to do at least 3 of the 6 working tasks listed below ever again.

The appropriate medical specialist must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the person covered expects to retire.

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

The working tasks are:

• Walking - the ability to walk more than 200 metres on a level surface.

- Climbing the ability to climb up a flight of 12 stairs and down again, using the handrail if needed.
- **Lifting** the ability to pick up an object weighing 2kg at table height and hold for 60 seconds before replacing the object on the table.
- Bending the ability to bend or kneel to touch the floor and straighten up again.
- Getting in and out of a car the ability to get into a standard saloon car, and out again.
- Writing the manual dexterity to write legibly using a pen or pencil, or type using a desktop personal computer keyboard.

# 2. Total permanent disability - unable to look after yourself ever again

Loss of the physical ability through an illness or injury to do at least 3 of the 6 living tasks listed below ever again.

The appropriate medical specialist must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the person covered expects to retire.

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

#### The living tasks are:

- Washing the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
- The ability to dress and undress the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
- Feeding yourself the ability to feed yourself when food has been prepared and made available.
- Maintaining personal hygiene the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
- Getting between rooms the ability to get from room to room on a level floor.
- Getting in and out of bed the ability to get out of bed into an upright chair or wheelchair and back again.

### 3. Total permanent disability - mental incapacity

Irreversible **mental incapacity** due to an organic brain disease or brain injury supported by evidence of progressive loss of ability to:

- remember;
- · reason; and
- perceive, understand, express and give effect to ideas;

which causes a significant reduction in mental and social functioning, requiring the continuous supervision of the person covered.

### Living tasks total permanent disability

Becoming **permanently** disabled according to all of the requirements of either of the following definitions:

#### 1. Total permanent disability unable to look after yourself ever again

Loss of the physical ability through an illness or injury to do at least 3 of the 6 living tasks listed below ever again.

The appropriate medical specialist must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the person covered expects to retire.

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

The living tasks are:

- Washing the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
- The ability to dress and undress

   the ability to put on, take off,
   secure and unfasten all garments
   and, if needed, any braces, artificial
   limbs or other surgical appliances.
- Feeding yourself the ability to feed yourself when food has been prepared and made available.
- Maintaining personal hygiene the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.

- Getting between rooms the ability to get from room to room on a level floor.
- Getting in and out of bed
   the ability to get out of
   bed into an upright chair or
   wheelchair and back again.

### 2. Total permanent disability - mental incapacity

Irreversible mental incapacity due to an organic brain disease or brain injury supported by evidence of progressive loss of ability to:

- remember;
- reason; and
- perceive, understand, express and give effect to ideas;

which causes a significant reduction in mental and social functioning, requiring the continuous supervision of the person covered.

### Total permanent disability for Children's Critical Illness Cover

The following is our definition of total permanent disability for Children's Critical Illness Cover that applies to Standard Children's Critical Illness Cover and Enhanced Children's Critical Illness Cover.

We'll pay if the **child** is diagnosed as suffering total permanent disability for Children's Critical Illness Cover. All diagnoses must:

- be made by a consultant employed at a hospital within the geographical limits; shown in section 1 who is a specialist in an area of medicine appropriate to the cause of the claim, be the first and unequivocal diagnosis of total permanent disability for Children's Critical Illness Cover, and
- be confirmed by our chief medical officer.

Total **permanent** disability for Children's Critical Illness Cover means the **child** becoming **permanently** disabled through illness or injury to the extent that for a period of 12 consecutive months the **child** has been confined to their home, a hospital or similar institution and has required medically supervised constant care and attention.

The disability must be expected to last throughout the **child's** life without prospect of improvement.



#### 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.

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