



POLICY CONDITIONS

Personal Income Protection

IMPORTANT

Please keep these documents safely

- The utmost care should be taken of this policy as duplicates of lost policies can not generally be issued.
- You may wish to let one or more of the beneficiaries of this policy know where you intend to keep it.

Any notices should be sent to:

Existing Business Department
Royal London Group
Royal London House
47 St Stephen's Green
Dublin 2
Ireland

POLICY CONDITIONS

This is the Policy Conditions booklet for your Royal London protection policy. Please keep it safe, as you may need it in the future.

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PERSONAL INCOME PROTECTION POLICY CONDITIONS

1 Introduction

This is the **Policy Conditions** booklet for your Royal London protection policy. Please keep it in a safe place, as you may need it in the future.

Words in **bold** are explained in Section 2.

This policy is provided by us to you (the **Policyholder** named in the **Policy Schedule**).

The policy consists of the **Policy Schedule** and any **Endorsements** attaching to it, this **Policy Conditions** booklet and the **Application**.

The purpose of this policy is to provide an income in the event of the **Life Assured** suffering a **Disability** or **Incapacity**.


This policy is a protection policy only – you will not receive a cash value if you decide to cancel the policy. Even if you have not made a claim by the time the period of cover ends, we will not return your **Premiums**. All cover under the policy will end on the **Policy Expiry Date**, unless it has ended before that for any of the reasons explained in these **Policy Conditions**.


In legal disputes Irish law will apply. **Premiums** and **Benefits** are payable in the currency of Ireland.

Writing to us

If you need to contact us about this policy, for example to update your address, please write to us, quoting your policy number, at:

Royal London Group
Royal London House
47 St Stephen's Green
Dublin 2
Ireland

 +353 (0)1 429 3333

 +353 (0)1 662 5095

 service@royallondon.ie

30 Day Cooling-Off Period

If, after taking out the policy, you feel it is not suitable, you may cancel it by writing to us at the address shown above. If you do this within 30 days of the **Policy Start Date**, we will return any **Premiums** you have paid. If you do this at any time after the 30 day cooling off period, the policy will end and you will get nothing back. If you do not cancel, your policy will start and end as set out in these **Policy Conditions** and your **Policy Schedule**. We will collect **Premiums** as agreed. We strongly recommend that you consult with your financial adviser before you cancel the policy.

Cancellation

If this policy is to be cancelled, we must receive written notification, signed by you, to the address shown above.


Until you have informed us that this policy is no longer needed, we will continue to collect **Premiums** and cover will remain in place. You will not be entitled to any refund of **Premiums**.


Complaints

Royal London is committed to the provision of the highest standard of customer service. However, if you are dissatisfied with any aspect of our service, please let us know. We take all complaints very seriously. If you wish to complain about any aspect of the service you have received, please contact Royal London directly. If your complaint is not dealt with to your satisfaction, you may refer your complaint to:

Financial Services
Ombudsman's Bureau,
Third Floor, Lincoln House,
Lincoln Place,
Dublin 2.

 1890 88 20 90 (Lo Call)

 +353 (0)1 662 0899

 +353 (0)1 662 0890

 enquiries@financialombudsman.ie

 www.financialombudsman.ie

Full details of the remit of the Financial Services Ombudsman's Bureau can be obtained directly from their office.

2 Definitions

Application

This is the application completed either online or over the phone containing the information that Royal London has used to set up the policy and includes any related information provided to Royal London (or to the medical examiner for Royal London or third party acting on behalf of Royal London). Any data capture form used by your Financial Adviser in order to complete the online application does not form part of your application to Royal London.

Back to Work Benefit

This is a **Benefit** payable monthly for a maximum period of three months over the life of the policy, subject to the conditions set out in this policy (see Section 4.6).

Benefit

The benefit type and amount of cover applying to the policy is shown in the **Policy Schedule** or subsequent **Endorsement**.

Chief Medical Officer

The **Chief Medical Officer** is a registered medical practitioner instructed by Royal London.

Consultant

A registered medical practitioner who has specialist qualifications in an appropriate branch of medicine and who is practicing at a major hospital in Ireland or in the United Kingdom.

Date of Disability

This is the date the **Life Assured** is medically certified by a **Registered Medical Doctor** and is accepted by Royal London's **Chief Medical Officer**, as suffering from a **Disability**.

Date of Incapacity

This is the date the **Life Assured** is medically certified by a **Registered Medical Doctor** and is accepted by Royal London's **Chief Medical Officer**, as meeting the definition of **Incapacity**.

Deferred Period

This is the minimum period which must elapse after the **Date of Disability** or **Date of Incapacity**, as applicable, before an **Income Protection Benefit** or an **Essential Activities Benefit** becomes payable, unless the **Deferred Period** is waived as explained in Sections 8.1.2 or 8.1.3. The **Deferred Period** is set out in the **Policy Schedule**.

If more than one **Deferred Period** applies to the policy, then both **Deferred Periods** are set out in the **Policy Schedule**. Each **Deferred Period** will apply before payment of the relevant **Income Protection Benefit** or an **Essential Activities Benefit** becomes payable.

The **Deferred Period(s)** reduce(s) as the policy approaches the **Policy Expiry Date** so that the minimum period will not be more than half of the outstanding duration to **Policy Expiry Date**, subject to a minimum **Deferred Period** of 4 weeks.

Disability

The **Life Assured** is suffering from a **Disability** if he/she is, in the opinion of Royal London's **Chief Medical Officer**, totally unable, due to illness or injury, to perform the **Essential Duties** of his/her **Normal Occupation** and is not engaging in any other occupation or activity whether part-time or full-time, in any capacity, for payment, profit or reward.

Endorsement

This document makes changes to the existing **Policy Schedule** and/or **Policy Conditions**. We will send an **Endorsement** to you only if the change being made is permitted in accordance with Sections 12 or 13.

Essential Activities Benefit

This is an annual **Benefit** payable, before deductions, subject to the conditions set out in this policy, if the **Life Assured** suffers from **Incapacity**. The **Essential Activities Benefit** amount is €15,000 per annum (as at 01 January 2014, but Royal London may at its discretion increase this amount from time to time) or if lower, the **Income Protection Benefit** cover amount stated in the **Policy Schedule** or subsequent **Endorsement**.

Essential Duties

Essential duties mean the duties that cannot reasonably be left out without affecting the **Life Assured's** ability to perform his/her occupation. Consideration will be given to whether, in the opinion of Royal London, reasonable adjustments

or modifications can be made to enable the **Life Assured** to carry out these **Essential Duties**. The **Life Assured** will not be considered as suffering from a **Disability** if he/she refuses to accept these adjustments or modifications.

Hospital Cash Benefit

This is a daily **Benefit** payable, subject to the conditions set out in this policy, in the event that the **Life Assured** is hospitalised during the **Deferred Period**.

Incapacity

The **Life Assured** is suffering from **Incapacity** if he/she is, in the opinion of Royal London's **Chief Medical Officer**, unable to independently carry out, even with appropriate aids and/or assistive devices, at least three Individual Personal Activity Criteria (see Section 4.4) or can meet one of the Severe Personal Criteria (see Section 4.4).

Income Protection Benefit

This is an annual **Benefit** payable, subject to the conditions set out in this policy, if the **Life Assured** suffers from a **Disability**. The annual **Income Protection Benefit** amount that applies to the policy is set out in the **Policy Schedule** (unless subsequently changed by **Endorsement**) and is subject to the maximum values and deductions as outlined in Section 4.2.1.

Indexation

If **Indexation** applies to the policy it is stated in the **Policy Schedule**.

Intentional Self-Inflicted Injury

Intentional Self-Inflicted Injury means that in our reasonable opinion the most likely cause of the injury was as a result of a deliberate act by the **Life Assured**.

Life Assured

The person who is covered by the policy and who is named in the **Policy Schedule**.

Material Facts

A **Material Fact** is any fact about health, smoking or drinking habits, occupation, pastimes, policies with other insurance companies, or any other fact that may influence the assessment and acceptance of the **Application**, request for reinstatement or assessment of your claim by Royal London. If there is any doubt about whether certain facts are material, these facts should be disclosed.

Normal Occupation

This is the primary occupation that the **Life Assured** is engaged in for more than 16 hours per week, immediately prior to the **Date of Disability**. In respect of this definition, occupation means a type of job with certain characteristics but does not mean a particular job with a specific employer and is also independent of location. Where working hours are less than 16 hours per week, the **Life Assured** will be considered to be **Not Working Full-Time**.

Not Working Full-Time

The **Life Assured** will be classified as **Not Working Full-Time** if he/she has ceased to follow his/her **Normal Occupation** for more than 16 hours per week and has not been following any other occupation. This includes but is not limited to being unemployed.

Policy Anniversary Date

This is the 12 month anniversary of the **Policy Start Date**.

Policy Conditions

The terms and conditions contained in this booklet and any conditions included in the **Policy Schedule** or any **Endorsement** to these terms and conditions that we give you.

Policy Expiry Date

The expiry date shown in the **Policy Schedule**. Cover will end on this date unless it has ended earlier.

Policy Schedule

This is part of the contract. It sets out the specific details of the policy such as:

- the **Policy Start Date**
- the **Policy Expiry Date**
- the **Life Assured**
- the **Policyholder**
- the **Benefits** and **Deferred Period(s)**
- the **Premium**
- any special conditions that apply

Policy Start Date

This is the date that the policy and the cover starts and the date that the first **Premium** is due. It is stated in the **Policy Schedule**.

Policyholder

The **Policyholder** is named in the **Policy Schedule** and is the person with whom the contract of insurance is made and who is responsible for payment of the **Premiums**.

Premium

The amount shown in the **Policy Schedule**. The frequency at which **Premiums** are payable is shown in the **Policy Schedule**.

Reduced Income

For the purposes of calculating the proportionate **Income Protection Benefit**, as outlined in Section 8.5, **Reduced Income** means the income earned by the **Life Assured** (which is lower than his/her **Relevant Income**) from resuming his/her **Normal Occupation** on a part-time basis only or from pursuing an alternative occupation, which is acceptable to Royal London (who at all times will act reasonably in this respect), with a corresponding reduction in **Relevant Income**.

Registered Hospital

This is a medical institution registered with the relevant authority in Ireland or in the United Kingdom which has continuous facilities for diagnosis, treatment and major surgery, which is operated primarily

for the surgical and medical treatment of acute illness and injury, and which provides accommodation for sick and injured people as in-patients. For the purposes of this policy “hospital” does not include a hospice, convalescence, geriatric or rehabilitation facility or the National Rehabilitation Hospital (Dún Laoghaire, Co. Dublin).

Registered Medical Doctor

This is a practising medical doctor legally registered with the relevant professional and statutory body in Ireland or in the United Kingdom.

Relevant Income

If the **Life Assured** is an employee at the **Date of Disability**, his/her **Relevant Income** will be his/her annual taxable earned income from his/her employer for the 12 months immediately prior to the **Disability** and is defined as the **Life Assured's** gross annual salary (including commission, bonuses and overtime).

If the **Life Assured** is self-employed or a company director at the **Date of Disability**, his/her **Relevant Income** will be the total of his/her personal earned income before tax for the 12 months immediately prior to the **Disability**. This may include dividends paid in lieu of a regular salary representing his/her share of the net trading profit, which will cease in the event of **Disability**.

The following items cannot be included when calculating the income or benefit level:

- Income from savings
- Income from investments (except for dividends as described above)
- Income from sale or rental of property or other goods
- Income from a pension.

We/Royal London/Us/Our

We/Royal London/Us/Our refers to the Royal London Mutual Insurance Society Limited.

You/Your

You/Your refers to the **Policyholder**.

3 Basis of Cover

3.1 If any of the information given in the **Application** by you or the **Life Assured** or any related document (including that provided by a third party on your or the **Life Assured's** behalf) is incorrect or incomplete or we have not been given details of all **Material Facts**, this may result in the policy being cancelled from inception and us not paying your claim.

3.2 If the policy is reinstated under Section 5.5, the **Life Assured** must answer our questions on the declaration of health form honestly and in full to the best of his/her knowledge and belief. If we agree to reinstate the policy, we will do so on the understanding that the information given on the declaration of health form and any related documents that we ask for, is correct and complete and that all **Material Facts** have been disclosed.



3.3 We may make changes to your policy (including your **Premiums**) or cancel your policy and not pay any claim if:

3.3.1 you don't tell us about changes to any of the answers you or the **Life Assured** gave in the **Application**, or to information provided in relation to the **Application**, between the date it was completed and the **Policy Start Date** and this affects our decisions as to what cover we're willing to provide under the policy;

3.3.2 any questions answered or any statement made in, or in connection with the **Application**, is incorrect or incomplete or we have not been given details of all **Material Facts** and this affects our decision as to what cover we're willing to provide under the policy;

3.3.3 any questions answered or any statement made in, or in connection with a declaration of health form, is incorrect or incomplete or we have not been given details of all **Material Facts** and this affects our decision as to what reinstated cover we're willing to provide under the policy;

3.3.4 you make a claim and we find out that you or the **Life Assured** has not told us something that affects your cover under the policy;

3.3.5 you don't keep **Premiums** up to date and you are outside a period of grace as explained in Section 5.

4 Benefits

4.1 What Benefits are available?

The following **Benefits** are available:

- **Income Protection Benefit**
- **Essential Activities Benefit**

From the **Policy Start Date**, the **Life Assured** is covered for the amount of **Income Protection Benefit** or **Essential Activities Benefit** as stated in the **Policy Schedule** (or subsequent **Endorsement**), subject to any limitations in these **Policy Conditions**.

In addition to these **Benefits**, a **Hospital Cash Benefit** and a **Back to Work Benefit** are also provided. This policy does not provide financial protection against unemployment, redundancy or any fall in **Relevant Income**.

4.2 Income Protection Benefit

The **Income Protection Benefit** is payable when the **Life Assured** meets our definition of **Disability**.

We will not pay any **Income Protection Benefit** if immediately prior to the **Date of Disability** the **Life Assured** has not been engaged in his/her **Normal Occupation** or if his/her circumstances mean that the **Life Assured** is classified by Royal London as **Not Working Full-Time**.

No **Income Protection Benefit** is payable during any period where the **Life Assured** is covered for, or in receipt of the **Essential Activities Benefit**.

4.2.1 Maximum Income Protection Benefit

The **Income Protection Benefit** amount is stated in the **Policy Schedule** (or subsequent **Endorsement**). If more than one **Deferred Period** applies to the policy the **Income Protection Benefit** applicable to each **Deferred Period** will be stated in the **Policy Schedule** (or subsequent **Endorsement**).

The total **Income Protection Benefit** amount for all **Deferred Periods** will be subject to a maximum value. The maximum value is the lowest of:

- the amount of **Income Protection Benefit** as shown in the **Policy Schedule** (or as subsequently amended by **Endorsement**).
- €250,000 per annum (which may be increased by Royal London from time to time).
- an amount equal to 75% of **Relevant Income** less the total of 'Other Incomes' as set out below.

Other Incomes:

- Any state illness benefit or equivalent entitlement in Ireland or any other country where applicable.
- any continuing income, salary, commission, dividend payment, bonus or any other remuneration, pension or income received by the **Life Assured** by virtue of his/her current or previous occupation(s).
- any benefit from other illness, disability or income protection policies, which involve a regular payment by a financial institution,

being paid to the **Life Assured** or directly to a third party on the **Life Assured's** behalf.

The **Life Assured** must advise Royal London in writing of any changes to the entitlements or other incomes listed above as soon as he/she becomes aware of these. Royal London reserves the right to amend the **Benefit** amount payable to account for these deductions and reflect any changes in entitlements during the period for which any **Income Protection Benefit** may be payable.

The **Income Protection Benefit** will be paid net of income tax, PRSI and the Universal Social Charge where applicable.

4.3 Decreasing the Income Protection Benefit

If you need to decrease the **Income Protection Benefit** amount, you may do so at any time subject to at least one week prior written notification to Royal London. A decrease will be effective on the next **Premium** due date falling after the receipt of notification or, where possible, such earlier date as specified by Royal London (the "effective date"). **Indexation** and the Guaranteed Insurability Option will both cease on the effective date of any **Income Protection Benefit** reduction and/or **Premium** reduction.

4.4 Essential Activities Benefit

The **Essential Activities Benefit** is payable, if at the time of claim the **Life Assured** is **Not Working Full-Time**, and:

- all **Premiums** due to date under the policy have been paid in full, and
- the **Life Assured** is independently, even with appropriate aids and/or assistive devices, unable to carry out at least three of the following Individual Personal Activity Criteria OR meet one of the following Severe Personal Criteria.
- Sitting in a chair: Sit in a standard dining chair for 30 minutes without unreasonable discomfort and without the aid of the arms of the chair.
- Getting up from a chair: Get up from a standard dining chair without the aid of the arms of the chair.

Individual Personal Activity Criteria

- Walking: Walk 200 metres on flat ground without stopping, at a reasonable walking pace.
- Standing: Stand and perform light duties such as preparing a light meal or hot beverage, using one hand for support, for at least 10 minutes.
- Lifting: Lift an unopened 2kg bag of potatoes without handles from waist height with either hand, using the other hand for support as necessary. Both hands must be unable to meet these criteria.
- Climbing: Walk up a flight of 12 standard stairs without holding a rail or resting and walk down again within a reasonable period.
- Bending and kneeling: Bend and kneel to pick up something from the floor and then stand up again.
- Dexterity: Pick up a pencil from a table with either hand. Both hands must be unable to meet these criteria.
- Communicating: Answer a telephone and take a simple message.

Severe Personal Criteria

- Blindness: Permanent and irreversible loss of sight to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in the better eye using a Snellen eye chart.
- Terminal illness: a definite diagnosis by the attending **Consultant** and Royal London's **Chief Medical Officer** 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** and Royal London's **Chief Medical Officer**, the illness is expected to lead to death within 12 months.

The **Essential Activities Benefit** amount is €15,000 per annum or, if lower, the **Income Protection Benefit** cover amount stated in the **Policy Schedule** or subsequent **Endorsement**.

The **Essential Activities Benefit** will be paid net of income tax, PRSI



and the Universal Social Charge where applicable.

4.4.1 Maximum Essential Activities Benefit

If more than one **Deferred Period** applies to the policy, the total **Essential Activities Benefit** amount is €15,000 per annum, or if lower, the total **Income Protection Benefit** cover amount stated in the **Policy Schedule** or subsequent **Endorsement**. The **Benefit** payment for the first **Deferred Period** will be equal to the lower of the **Income Protection Benefit** cover amount for that **Deferred Period** and €15,000. Any remaining **Essential Activities Benefit** will become payable at the end of the second **Deferred Period**.

In respect of an **Essential Activities Benefit** claim, the following deductions will be made from the **Benefit** amount:

- any state illness benefit or equivalent entitlement in Ireland or any other country where applicable.
- any continuing income, salary, commission, dividend payment, bonus or any other remuneration, pension or income received by the **Life Assured** by virtue of his/her current or previous occupation(s).
- any benefit from other illness, disability or income protection policies, which involve a regular payment by a financial institution, being paid to the **Life Assured** or directly to a third party on the **Life Assured's** behalf.

The **Life Assured** must advise Royal London in writing of any changes to the entitlements or other incomes listed above as soon as he/she becomes aware of these. Royal London reserves the right to amend the **Benefit** amount payable to account for these deductions and reflect any changes in entitlements during the period for which any **Essential Activities Benefit** may be payable.

4.5 Hospital Cash Benefit

If after the **Date of Disability** (or **Date of Incapacity** if applicable) and before the end of the **Deferred Period**, the **Life Assured** is:

- (i) admitted to a **Registered Hospital** on the advice of a **Registered Medical Doctor**, due to illness or injury; and
- (ii) this is for a continuous period exceeding seven days,

we will pay 1/365 of the **Income Protection Benefit** (or **Essential Activities Benefit** if applicable) amount in respect of each day spent in a **Registered Hospital** after the seventh day.

The **Hospital Cash Benefit** will be paid net of income tax, PRSI and the Universal Social Charge where applicable. For this condition a "day" means a period of 24 consecutive hours.

The maximum period for which this **Benefit** is payable in respect of any one continuous stay in hospital is 90 days. The **Hospital Cash Benefit** will not be paid for more than 365

days in total during the duration of the policy.

If more than one **Deferred Period** applies to the policy, the **Hospital Cash Benefit** is calculated and paid separately for each **Income Protection Benefit** or **Essential Activities Benefit**. No **Hospital Cash Benefit** cover is available during any period when the **Life Assured** is in receipt of the **Income Protection Benefit** or the **Essential Activities Benefit**.

In the event that the **Life Assured** is re-admitted to hospital within seven days of discharge in relation to the same medical condition, this **Benefit** will resume as if the period of hospitalisation had not been interrupted.

4.6 Back to Work Benefit

If the **Income Protection Benefit** (or **Essential Activities Benefit**) has been in payment for 12 months or more and it ceases to be payable in accordance with Section 8.5, the **Back to Work Benefit** may be claimed provided that the **Life Assured** returns to work in a full-time capacity within 3 working days of the date the **Income Protection Benefit** (or **Essential Activities Benefit** if applicable) ceases to be payable. The **Back to Work benefit** may be claimed only once during the lifetime of the policy.

The **Back to Work Benefit** amount is payable for a maximum period of three months. The **Back to Work Benefit** amount will be:

- In month 1, 75% of the full monthly **Income Protection Benefit** (or **Essential Activities Benefit** if applicable) amount payable immediately prior to returning to work in a full-time capacity.
- In month 2, 50% of the full monthly **Income Protection Benefit** (or **Essential Activities Benefit** if applicable) amount payable immediately prior to returning to work in a full-time capacity.
- In month 3, 25% of the full monthly **Income Protection Benefit** (or **Essential Activities Benefit** if applicable) amount payable immediately prior to returning to work in a full-time capacity.

The **Back to Work Benefit** will be paid net of income tax, PRSI and the Universal Social Charge where applicable.

No **Back to Work Benefit** is payable, where immediately prior to returning to work in a full-time capacity the **Life Assured** has been in receipt of a proportionate **Income Protection Benefit** as explained in Section 8.6.

4.7 What if you change your occupation?

If the **Life Assured** changes his/her **Normal Occupation**, after the **Policy Start Date**, you do not have to tell us. Cover will continue on the same terms and conditions regardless of what the new **Normal Occupation** is. You must inform us if the **Life Assured** changes

his/her **Normal Occupation** after the **Application** has been completed but before the **Policy Start Date**.

4.8 What if you cease full-time working?

You must inform us in writing, immediately, if the **Life Assured** ceases full-time working (working less than 16 hours per week) or becomes unemployed. He/She will then be classified as **Not Working Full-Time**.

You may cancel the policy (in which case cover stops and all **Benefits** cease) or you may decide to maintain the policy but the **Income Protection Benefit** cover will cease and the cover will be changed to the **Essential Activities Benefit** cover (see Section 4.4).

If the amount of **Essential Activities Benefit** cover is lower than the amount of **Income Protection Benefit** cover, your **Premium** will reduce to reflect this lower level of cover. This reduction in **Premium** will not take effect until you have informed us, in writing, that you wish to change cover to the **Essential Activities Benefit** cover.

If the **Life Assured** returns to full-time work within 12 months of the date they were first classified by Royal London as **Not Working Full-Time**, you may switch back to the original **Income Protection Benefit** cover amount without evidence of health subject to:

- payment of full **Premiums** when due for the **Essential Activities Benefit**, and

- receipt of your instruction, in writing, to reinstate the **Income Protection Benefit** within 12 months of the date the **Life Assured** was first classified as **Not Working Full-Time**, and
- recommencing paying full **Premiums** for the **Income Protection Benefit** from the date this benefit is reinstated as notified by Royal London, and
- the **Income Protection Benefit** amount not exceeding the amount the **Life Assured** was covered for immediately before they were classified as **Not Working Full-Time**, and
- the original terms and conditions applying to the policy and any **Endorsements** attaching to it, and
- satisfactory proof of income if reasonably required by Royal London.

If at the time of a claim, the **Life Assured** is **Not Working Full-Time**, and you did not inform us of this in writing in advance, then we will only consider a claim under the **Essential Activities Benefit** definition of **Incapacity** (see Section 4.4), provided all **Premiums** due to date under the policy have been paid in full. We will not refund any overpaid **Premiums** where the **Essential Activities Benefit** amount is lower than the **Income Protection Benefit** amount.

5 Paying Premiums

5.1 If you are in receipt of an **Income Protection Benefit** payment or an **Essential Activities Benefit** payment, you will not be required to pay the **Premium** attaching to that **Benefit**. If more than one **Deferred Period** applies to the policy, only the proportion of the **Premium** applicable to the relevant **Benefit** in payment will be waived, and the proportion of the **Premium** applicable to any **Benefit** not in payment is due and payable to Royal London. When a **Benefit** payment ends, you will be required to resume payment of your Premiums to maintain cover under the policy.

5.2 Premiums are payable throughout the **Deferred Period** including any period during which **Hospital Cash Benefit** is payable. If more than one **Deferred Period** applies to the policy, the proportion of the **Premium** applicable to each **Benefit** remains payable throughout the **Deferred Period** for that **Benefit**.

5.3 We allow 30 days to pay the **Premium** (the time allowed is known as a 'period of grace'). If you become entitled to a **Benefit** during a period of grace and a Premium is outstanding, we will deduct from the **Benefit** amount any **Premium** that is due.

5.4 If a **Premium** has not been paid by the end of the period of grace, the cover under the policy will end immediately and no claim will be payable. A **Premium** is not paid until we have received it. It is your

responsibility to make sure that we receive the **Premium**. We may pass on an unpaid item charge incurred by us if all or part of the **Premium** (for example, a direct debit) is not paid. An unpaid item charge will be no more than the amount charged to Royal London by the relevant bank, details of which are available on request by contacting us. If you tell us before the end of the period of grace that you wish to cancel the policy, it will be cancelled from the date that we receive your cancellation notice, and the period of grace will end on that date.

5.5 If, within 12 calendar months of the first missed **Premium** being due, we are asked to reinstate cover, the **Life Assured** must fill in a declaration of health form and all unpaid **Premiums** and, at the option of Royal London, any unpaid item charges incurred by Royal London as explained in Section 5.4, must be paid.

The declaration of health form includes questions which might influence the judgement of a reputable insurer when fixing the level of **Premiums** or **Benefit**. If the information on the declaration of health form shows any change to that in the **Application**, we may (i) refuse to reinstate cover; or (ii) reinstate the cover with an increased **Premium** or with new conditions (this could include the removal of options).

If we agree to reinstate cover, you must pay all missed **Premiums** and **Premiums** must start being paid

again. We will not pay **Benefits** for anything that happens between:

- the end of the period of grace, and
- the date, following our agreement to reinstate cover, on which we receive all missed **Premiums**.

We may pass on a charge to cover the reasonable costs of reinstatement, such as doctors fees or medical examination fees, which we will notify you of in advance.

If we accept a **Premium** (or part **Premium**) which is no longer due, we will return it to you as we will not have provided cover under the policy.

5.6 Monthly **Premiums** must be paid by direct debit.

6 Indexation

6.1 This Section 6 only applies where **Indexation** is shown in the **Policy Schedule**.

6.2 If **Indexation** applies, then provided it has not been cancelled as set out in Section 6.3, the **Income Protection Benefit** or **Essential Activities Benefit** will automatically increase on each **Policy Anniversary Date** by 3%. The **Premium** will also automatically increase on each **Policy Anniversary Date** by 3.5%. The increase in **Premium** is to pay for the increase in **Income Protection Benefit** or **Essential Activities Benefit**.

6.3 If **Indexation** applies, we will advise you at least three weeks before each **Policy Anniversary Date** of the

details of the increase. If you want to cancel **Indexation**, you must write to us and we must receive this instruction at least one week prior to the next **Policy Anniversary Date**. Once **Indexation** is cancelled, it may not be reinstated during the life of the policy.

7 Increasing your Income Protection Benefit – Guaranteed Insurability Option

7.1 You have the option to increase the **Income Protection Benefit** amount by up to 20% of the initial **Income Protection Benefit** amount (as stated in the **Policy Schedule** or subsequent **Endorsement**), without providing evidence of health, on the third **Policy Anniversary Date** (i.e. three years after the **Policy Start Date**) and at each three-year interval after this date.

7.2 The maximum total increase under this option over the term of the policy is restricted to 100% of the initial **Income Protection Benefit** amount as stated in the **Policy Schedule**.

7.3 Any increase in the **Income Protection Benefit** is restricted to the maximum value of the **Income Protection Benefit** as set out in Section 4.2.1. Royal London may reasonably request sufficient financial evidence to justify the requested level of increase doesn't exceed the maximum **Income Protection Benefit** as explained in Section 4.2.1.

7.4 If you would like to use the **Guaranteed Insurability Option**, you must notify us in writing no

later than 60 days after a **Policy Anniversary Date** upon which the option is available.

7.5 The **Deferred Period(s)** and the **Policy Expiry Date** stated in the **Policy Schedule** or subsequent **Endorsement** will also apply to any increase under this option.

7.6 Any increase under this option will:

- be subject to the terms and conditions applicable for policies of this type at the date the option is exercised,
- have a term equal to the remaining term of the original policy,
- include any special conditions or exclusions as per the original **Policy Schedule** or subsequent **Endorsement**.

7.7 Any **Income Protection Benefit** increase, (if elected before the relevant **Policy Anniversary Date**) applies before the **Indexation** (if selected) option is applied.

7.8 To cover the cost of any **Income Protection Benefit** increase, your **Premium** will increase. The increase is likely to be more than the percentage increase in your **Income Protection Benefit** amount. The increase in **Premium** will be based on:

- the age of the **Life Assured** at the date the increase in cover commences, and
- the smoking habits of the **Life Assured** at the date the increase in cover commences, and

- any special terms as outlined in the original **Policy Schedule** or subsequent **Endorsement**, and
- Royal London's premium rates applicable at the time of the increase.

7.9 This option shall not be available if:

- there are any **Premiums** outstanding, or
- you have failed to exercise the option on two successive occasions, or
- you have reached the maximum value of the **Income Protection Benefit** (see Section 4.2.1), or
- the **Life Assured** has stopped working because of **Disability** and he/she is:
 - in the **Deferred Period**, or
 - in receipt of **Income Protection Benefit**, or
 - within a period of 12 months from the date on which you last received an **Income Protection Benefit**.

8 Making a Claim

8.1 Income Protection Benefit or Essential Activities Benefit claims

The **Life Assured** should notify us immediately (or if this is not possible due to serious illness or injury, as soon as they reasonably can) after suffering a **Disability** or **Incapacity**, irrespective of the **Deferred Period(s)** that applies to the policy. Following initial notification, we will then issue a claim

form, which must be fully completed and returned to us before we can consider a claim.

We will ask for information and documentation that we reasonably require to assess the claim. We will not be able to pay a claim until, in our reasonable opinion, we have received accurate or complete information. When a claim is made we may need one or more of the following:

- The **Policy Schedule**
- General Practitioner reports
- Specialist reports
- To carry out a home visit to conduct a medical assessment of the **Life Assured**
- To carry out a telephone interview with the **Life Assured**
- Full medical records relating to the **Life Assured**
- For the **Life Assured** to attend a Medical examination or additional tests
- Information from the **Life Assured's** employer
- The most recent Notice of Assessment from the Revenue Commissioners, audited set of accounts or P60 as appropriate
- Evidence of any other policies that provide benefit payments for the benefit of the Life Assured.

We will require proof of the age of the **Life Assured** (for example sight of the original birth certificate) before we pay a claim. If it is discovered that the date

of birth or smoker status of the **Life Assured** has been mis-stated in the **Application** for this Policy, any Benefit amount payable under any provision of this policy will be adjusted accordingly. In some circumstances we may refuse to pay any **Benefit** if we would not have provided cover initially had we known the correct details.

We reserve the right to reasonably request additional medical and/or financial evidence at anytime in order to support the initial and ongoing claim. Where the **Life Assured** does not reasonably consent to providing access to medical information or cooperate with reasonable requests made by us in relation to the assessment of the claim or rehabilitation, then we may terminate your claim. No claim back payments will be made, in any circumstances, should the claim be reinstated at a future date.

8.1.1 When does payment of the Income Protection Benefit or Essential Activities Benefit claim commence?

We will commence payment monthly in arrears following:

- the expiry of the **Deferred Period**, and
- receipt of all the required documentation to support a valid claim, and
- the date that the claim has been admitted by Royal London.

The monthly equivalent of the annual **Income Protection Benefit** amount (subject to the maximum

value and deductions detailed in Section 4.2.1) or the **Essential Activities Benefit** (subject to the deductions detailed in Section 4.4.1) will be paid monthly in arrears from the date payment of the claim commences as outlined above.

We will not pay any **Income Protection Benefit** or **Essential Activities Benefit** in respect of any period of more than one month prior to receipt of the completed claim form.

8.1.2 Linked Claims

The **Deferred Period** will be waived where the **Life Assured** has recovered from:

- a **Disability** but suffers a relapse of the same **Disability** and submits a valid claim within six months of the date the previous **Income Protection Benefit** payment comes to an end, or
- an **Incapacity** but suffers a relapse of the same **Incapacity** and submits a valid claim within six months of the date the previous **Essential Activities Benefit** payment comes to an end.

If more than one **Deferred Period** applies to the policy, each **Income Protection Benefit** or **Essential Activities Benefit** will be assessed separately.

8.1.3 Waiving Deferred Period on Diagnosis of a Terminal Illness

The **Deferred Period** will be waived where the **Life Assured** is diagnosed with a Terminal Illness, as defined below, after the **Policy Start Date**.

For the purposes of this policy, diagnosis of a Terminal Illness is defined by a definite diagnosis by the attending **Consultant** and Royal London's **Chief Medical Officer** 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** and Royal London's **Chief Medical Officer**, the illness is expected to lead to death within 12 months.

8.1.4 When does payment of the Back to Work Benefit commence?

We will commence payment on the month end following the date the previous **Income Protection Benefit** (or **Essential Activities Benefit** if applicable) payment comes to an end, subject to the conditions set out in Section 4.6. **The Back to Work Benefit** will be paid monthly in arrears subject to the conditions set out in Section 4.6.

8.2 Hospital Cash Benefit claims

If the **Life Assured** has been in hospital for 7 continuous days you should contact us immediately, in writing (or if this is not possible due to serious illness or injury, as soon as you reasonably can). We will then issue a claim form, which must be fully completed and returned to us.

We will require evidence from the hospital confirming dates of

admission before payment will be made.

No claim for **Hospital Cash Benefit** will be paid if the date of hospitalisation is more than 6 months prior to the date of **Hospital Cash Benefit** claim notification.

The **Hospital Cash Benefit** will be paid monthly in arrears from the date payment of the claim commences.

8.3 Who will receive the Benefit payments?

Benefits are payable to the legal owner of the policy. This will normally be the **Policyholder**.

8.4 Ongoing Review of Claims

Claims (full or partial) in payment are subject to regular medical and financial review at any time that Royal London reasonably considers to be necessary. The review may require one or more of the following:

- General Practitioner reports
- Specialist reports
- To carry out a home visit to conduct a medical assessment of the **Life Assured**
- To carry out a telephone interview with the **Life Assured**
- Full medical records relating to the **Life Assured**
- For the **Life Assured** to attend a Medical examination or additional tests
- Information from the **Life Assured's** employer

- The most recent Notice of Assessment from the Revenue Commissioners, audited set of accounts or P60 as appropriate
- Evidence of any other policies that provide benefit payments for the benefit of the Life Assured.

8.5 When does the Benefit payment cease?

If we have not been provided with all the information that we reasonably require to carry out a review of your claim as set out in Section 8.4, entitlement to any **Benefit** payments will cease. You will not be entitled to recover any **Benefit** payments when the evidence requested by Royal London has not been provided.

We reserve the right to end **Benefit** payments if the **Life Assured** does not follow medical advice which Royal London reasonably considers to be relevant to the **Disability** or **Incapacity**.

The **Life Assured** must advise us in writing, no later than the date on which he/she returns to work, should he/she return to work full-time or part-time, to his/her **Normal Occupation** or any other occupation.

8.5.1 The Income Protection Benefit will cease on the earliest of when the Life Assured:

- returns to work in a full-time capacity,
- commences in an occupation or activity whether part-time or full-time, in any capacity, for payment, profit or reward, unless

a valid claim arises under the proportionate **Income Protection Benefit** (see Section 8.6),

- fails to comply with reasonable requests to cooperate with claims assessment requirements as set out in Section 8.4,
- has been deemed medically fit to return to his/her **Normal Occupation** on a full-time basis by Royal London's **Chief Medical Officer** having considered medical evidence from either the **Life Assured's** own doctors, and/or by an independent **Registered Medical Doctor** as nominated by Royal London,
- failing to follow medical advice that would otherwise reasonably allow a return to work,
- reaches the **Policy Expiry Date** in the **Policy Schedule**,
- dies.

8.5.2 The Essential Activities Benefit will cease on the earliest of when the **Life Assured**:

- commences in an occupation or activity whether part-time or full-time, in any capacity, for payment, profit or reward whatsoever,
- is able (as determined by Royal London's **Chief Medical Officer** having considered medical evidence from either the **Life Assured's** own doctors, and/or by an independent **Registered Medical Doctor** as nominated by Royal London) to

independently carry out seven or more of the Individual Personal Activity Criteria,

- fails to comply with reasonable requests to cooperate with claims assessment requirements as set out in Section 8.4,
- fails to follow medical advice that would otherwise reasonably allow them to perform at least seven of the Individual Personal Activity Criteria,
- reaches the **Policy Expiry Date** in the **Policy Schedule**,
- dies.

You must advise us in writing, as soon as the **Life Assured** is no longer unable to carry out a minimum of three or more of the Individual Personal Activity Criteria as set out in Section 4.4.

8.5.3 The Hospital Cash Benefit will cease on the earliest of when the **Life Assured**:

- is discharged from hospital,
- receives payment of any **Income Protection Benefit** or **Essential Activities Benefit**,
- fails to pay **Premiums** when due,
- reaches the **Policy Expiry Date** in the **Policy Schedule**,
- dies.

8.5.4 The Back to Work Benefit will cease on the earliest of when the **Life Assured**:

- receives payment of any **Income Protection Benefit** or **Essential Activities Benefit**,
- receives payment of the third monthly instalment of the **Benefit**,
- fails to pay **Premiums** when due,
- reaches the **Policy Expiry Date** in the **Policy Schedule**,
- dies.

8.6 Proportionate Income Protection Benefit

A proportionate **Benefit** may be payable following a period of **Disability** during which an **Income Protection Benefit** has been paid where:

- if as a result of the **Disability**, the **Life Assured** can in the opinion of Royal London's **Chief Medical Officer** only pursue his/her **Normal Occupation** on a part-time basis; or
- if the **Life Assured** is medically unable to follow his/her **Normal Occupation** but wishes to pursue an alternative occupation with a reduction in income.

We calculate the proportionate **Benefit** amount according to the following formula:

$$\frac{(\text{Relevant Income less Reduced Income})}{\text{Relevant Income}} \times \text{Income Protection Benefit}^*$$

*The **Income Protection Benefit** used in the calculation will be the full **Income Protection Benefit**,

after deductions (see Section 4.2.1), payable immediately prior to commencement of the proportionate **Benefit** payment. If more than one **Deferred Period** applies to the policy, each **Income Protection Benefit** will be assessed separately.

Evidence of the **Reduced Income**, which is satisfactory to Royal London, will be required to be submitted.

The proportionate **Benefit** will cease on the earliest of:

- the reduced income becoming equal to or more than the value of the **Relevant Income** (that was used in the calculation of the proportionate **Benefit**),
- the **Life Assured** being deemed medically fit to return to his/her **Normal Occupation** on a full-time basis by Royal London's **Chief Medical Officer** having considered medical evidence from either the **Life Assured's** own doctors, and/or by an independent **Registered Medical Doctor** as nominated by Royal London,
- reaching the **Policy Expiry Date** in the **Policy Schedule**,
- the death of the **Life Assured**.

8.7 Interest on Claims

Interest shall be payable on claims if we have not paid a **Benefit** two months after the later of the following dates:

- receipt of all the required documentation to support a

valid claim as set out in Section 8.1, and

- the expiry of the **Deferred Period** for **Income Protection Benefit** and **Essential Activities Benefit** claims.

Interest shall accrue from that time (i.e. two months after the later of receipt of all the required documentation or the expiry of the **Deferred Period**) until the **Benefit** payment has been made.

The rate of interest applicable shall be 1% per annum above the European Central Bank (ECB) base rate at all times. Where the ECB base rate changes during the period of time for which the interest calculation is being determined, the rate used in the calculation will also change accordingly.

9 Exclusions and Territorial Limits

In addition to any conditions or exclusions outlined in the **Policy Schedule** (such as exclusions for hazardous leisure activities or existing medical conditions which are disclosed to us by the **Life Assured** during the **Application**), the following exclusions apply to the policy:

9.1 No **Benefit** will be paid, and any **Benefit** in payment will cease, if in the reasonable opinion of Royal London, **Disability** or **Incapacity** arises from or is aggravated by one or more of the following:

- War, invasion, hostilities (whether war is declared or not), civil war, rebellion, revolution or taking part in a riot or civil commotion,
- **Intentional Self-Inflicted Injury**, the influence of alcohol or drugs (other than drugs taken as prescribed by a Registered Medical Practitioner), or failure to follow medical advice which Royal London reasonably considers to be relevant to the **Disability** or **Incapacity**,
- Participation in a criminal act.

9.2 If a claim arises while the **Life Assured** is residing or travelling outside of Ireland or the United Kingdom and is admitted by Royal London, then the **Income Protection Benefit** or **Essential Activities Benefit** will only be payable for a maximum of 13 weeks in any 12 month period or for 39 weeks in total over the lifetime of the policy. In addition, Royal London may require that the **Life Assured** undergoes an independent medical examination or other assessment in either the European Union or North America if this is deemed reasonably necessary by Royal London's **Chief Medical Officer** during assessment of the admittance or continuance of the claim.

9.3 No **Benefit** will be payable during any period when the **Life Assured** is remanded in custody or receives a custodial sentence. If the **Life Assured** is not convicted of an offence following being remanded

in custody, we will retrospectively pay any **Benefit** payable during this time.

10 Approval by the Revenue Commissioners

10.1 This policy is a life assurance contract approved by the Revenue Commissioners under Section 125 of the Taxes Consolidation Act 1997.

10.2 Regardless of anything to the contrary in these **Policy Conditions**, Royal London will not be obliged to accept further **Premiums** under the policy if:

- the policy ceases to be approved by the Revenue Commissioners, or
- the Revenue Commissioners alter the tax treatment of Royal London relating to the policy.

10.3 If, further to Section 10.2, Royal London declines to accept further **Premiums** from any date, the policy will be terminated at that date and no **Benefit** will be payable.

11 Taxation

Benefit payments (including **Hospital Cash Benefit** and **Back to Work Benefit**) will be treated as income and so are assessed for income tax, PRSI and the Universal Social Charge. We will pay the **Benefit** direct to you. We will take any income tax, PRSI and Universal Social Charge in the same way as an employer would take them from a

normal income. Tax is also payable on any interest that we pay – see Section 8.7.

Tax relief is available on your premiums at your marginal (highest) rate of tax, up to a yearly limit of 10% of your total income under current Revenue practice. Tax relief must be claimed directly from the Revenue Commissioners and is not automatically granted, you must apply to and satisfy Revenue requirements.

12 Making Changes to the Policy

12.1 Your ability to make changes

You can reduce the **Income Protection Benefit** amount as set out in Section 4.3.

The **Income Protection Benefit** amount will be increased where:

- **Indexation** applies to the policy as set out in Section 6; or
- the Guaranteed Insurability Option applies to the policy as set out in Section 7.

If you want to increase the **Income Protection Benefit** amount other than as provided for in these **Policy Conditions**, you will need to apply and be accepted for another Personal Income Protection Policy. Any new policy will be separate from the existing policy and will be subject to the policy conditions and costs applicable at that time. A further **Premium** will apply.

12.2 Our ability to make changes

We may also make changes to the policy as indicated in Section 3.

13 Our Ability to Make Changes to the Policy Conditions

If during the term of the policy there are changes in legislation or regulation or any relevant change in circumstances beyond our control and:

- it becomes impracticable or impossible to give effect to the Policy Conditions applying to your policy; or
- failing to make the change could, in our reasonable opinion, result in Royal London's customers not being treated fairly; or
- the way that we're taxed or the way that your policy is taxed is changed, which directly affect the Policy Conditions applying to your policy, we may with immediate effect make changes to the Policy Conditions (including the **Premium**) that we reasonably consider are proportionate in the circumstances. We will inform you in writing in advance of any changes being made where we are able to do so but if that is not possible, we will let you know as soon as we reasonably can.

We may make changes to the **Policy Conditions** applying to the policy 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. We may make changes to these **Policy Conditions** if we become aware of any error or omission in these **Policy Conditions**. We'll only make such changes to bring these **Policy Conditions** into line with your **Policy Schedule** or the policy key features document.

14 Data Protection

Use of Information by Royal

London: We will use your personal information, and where applicable that of the Life Assured (including sensitive personal information relating to their physical or mental health) if this person is not the Policyholder, for the following purposes:

- Underwriting and administering your policy
- Providing and developing our products and services
- Improving customer care
- Verifying your identity and fraud prevention
- Research and analysis
- Legal and regulatory reasons

We will keep your personal information for a reasonable period and we may also share information about you and the Life Assured with other companies within the Royal London Group, your intermediary, our service providers and agents and

with third parties such as auditors, underwriters, reinsurers, medical agencies, professional advisors, identity authentication and fraud prevention agencies, other financial institutions and legal and regulatory bodies, or where we are required by law to provide this information.

Your personal data may be processed in countries outside the European Economic Area. In this event, the processing will be carried out by experienced and reputable organisations and only on terms which safeguard the security of your data and comply with the requirements of the Data Protection Acts 1988 and 2003.

We may carry out an electronic check to verify your identity. We will use a reputable reference agency that will access a range of data sources including information from the Electoral Register to carry out identity checks. Although we will retain a record of this search, we will not share this information outside of the Royal London Group.

We may also pass information to financial and other organisations involved in money laundering and fraud prevention to protect ourselves and our customers from theft and fraud. If you give us false or inaccurate information and we suspect fraud, we will record this and share this information with other organisations.

We may monitor and record phone calls and retain these for the purposes

of training and quality assurance and to ensure that we have an accurate record of your instructions.

You have the right to ask for a copy of the information that we hold on you, for which we are entitled to charge a small fee. You can ask us to correct any inaccuracies in your information.

If you have any questions about how we will use your personal information, please write to:

Compliance Manager
Royal London Group
Royal London House
47 St Stephen's Green
Dublin 2

15 Other Information

15.1 The purpose of this policy is to provide income protection in the event of the **Life Assured** suffering a **Disability** or **Incapacity**. This policy is not a savings policy, and at no point during its term, or at the end of the term, will it have a cash-in value.

15.2 The policy may not be assigned to a third party.

15.3 The law of Ireland applies to the policy and as such, the Irish courts are the only courts which may hear any dispute.

15.4 All communications between us will be in English.



Royal London

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royallondon.ie

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