## Policy Conditions

**Protection** 



## **Important**

Please keep these documents safely

- You may wish to let one or more of the beneficiaries of this policy know where you intend to keep it.
- Any documents which affect the title to the policy (such as trust deeds or assignments) should also be kept safely as these will be required when a claim is made.

#### Any notices should be sent to:

Existing Business Department **Royal London Ireland** 47–49 St Stephen's Green Dublin 2

## **Policy Conditions**

Royal London Insurance Designated Activity Company, referred to as "Royal London Ireland", will pay out the life assurance **cover** shown in the **policy schedule**, provided the **premiums** are paid, as shown in the **policy schedule**, and subject to the terms and conditions as set out in this **policy conditions** booklet.

**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.

## **Contents**

a child.

Indexation

This section explains Indexation. Your policy schedule

will show if Indexation applies to the policy.

Introduction 10 Conversion Option 2 9 This section gives an overview of this policy. This section explains the Conversion Option. Your policy schedule will show if this applies. Definitions & Explanations 3 11 Separation Option 9 This section explains the key terms used in this policy. This section explains what happens to dual life or joint life policies in the event of separation from your partner. 3 How does the Policy Work 5 12 Exclusions 10 This section explains the legal basis on which cover is This section explains how an exclusion will apply to a given and how it may be cancelled or amended. policy and limit the payment of cover. Please refer to your policy schedule for any additional conditions or **Paying Premiums** 6 exclusions that may apply to your policy. This section explains your obligations in paying 😘 Making a Claim premiums and explains what happens if premiums are 10 not paid when they are due. This section explains how to make a claim and how we will assess your claim. 5 Your Cover 6 14 Taxation 11 This section explains the benefits under the policy. This section explains the tax treatment of your cover. This section also explains what will happen if there is any **Approval** 7 change in tax law. This section describes the law under which this policy is written if the schedule shows that it is a personal 15 Data Privacy 11 pension term assurance. This section outlines where you can find more information on Royal London Ireland's data privacy policy. 7 Children's Life Cover 7 16 Making Changes to the Policy 11 This section explains the Children's Life Cover benefit. This section explains how we can make changes to the policy conditions. 8 Guaranteed Insurability Option 8 This section explains how you may be able to increase 17 Other Information 12 your benefits at the time of events such as an increase in mortgage, marriage or the birth or legal adoption of This section provides other information you need to know.

8

1

# Protection Policy Conditions

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

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

## 1 Introduction

This is the **policy conditions** booklet for **your Royal London Ireland** 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 **policy owner(s)** named in the **policy schedule**).

The policy consists of the **policy schedule** (and any **endorsements** attaching to it), and the **policy conditions**.

There should not be inconsistencies between them but if there are (save in the case of an obvious or manifest error) the **policy schedule** shall prevail over these **policy conditions**. The **policy schedule** and these **policy conditions** shall prevail over any and all other documentation.

The headings and table of contents are for reference purposes only and shall not affect the interpretation of these **policy conditions**.

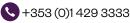
The purpose of this policy is to pay a benefit if a **life assured** dies or qualifies for **terminal illness** payment as defined in Section 2 of these **policy conditions**, during the term of the policy.

This policy is a protection policy only. **You** will not receive a cash sum 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 **expiry date** shown in the **policy schedule** unless it has ended before that for any of the reasons explained in the **policy conditions**.

If **you** are making a claim under this policy, please contact **us** at **our** Head Office at:

Royal London Ireland 47–49 St Stephen's Green Dublin 2





More detailed information on all these matters is contained in the relevant sections of this **policy conditions** booklet.

#### Who receives the money we pay out?

The **policy owner(s)**, as defined in the **policy schedule**, or their legal personal representatives, will receive the money **we** pay out.

However, if this policy has been assigned to someone else (for example, it is passed to a financial institution as security for a mortgage), **we** will pay that assignee i.e. the person or organisation the **policy owner** assigned the policy to. If the policy is written under trust, **we** will pay the trustee(s). The right to receive the policy's benefits may also pass to other people.

#### Writing to us

If **you** need to write to **us** about this policy, please write to **our** Head Office, quoting **your** policy number, at:

Royal London Ireland 47–49 St Stephen's Green Dublin 2

## 2 Definitions & Explanations

#### **Application**

The application contains the information that **you** and/or a **life assured** provided to **your Financial Broker** or to **us** or to a medical examiner acting on **our** behalf, which **we** have relied upon when deciding to enter into this policy setting the terms and calculating the **premium** for **your** policy. This includes:

- Your proposal completed on your behalf by your Financial Broker;
- Supplementary questionnaires which you are requested to complete;
- Additional information that you completed either online, advised in writing or provided over the phone;
- The Declaration form that you sign prior to the start date;
- Any statements which you make to a medical examiner acting for us; and
- Any other information provided on your behalf by your Financial Broker.

Any Data Capture form used by **your Financial Broker** in order to complete the application does not form part of **your** application to **us**.

#### **Chief Medical Officer**

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

#### Consultant

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

## Conversion Option Expiry Date (if the policy schedule shows that a Conversion Option applies)

If a Conversion Option applies to this policy, a conversion option expiry date will be shown on the **policy schedule**. **You** can only exercise the option before this date (see Section 10).

#### Cover

The life assurance cover shown in the **policy schedule** or subsequent **endorsement**.

#### **Dual Life**

If there are two **lives assured** and **cover** is on a dual life basis (see **policy schedule**), **cover** is provided separately for the two lives. **Cover** can continue for the second **life assured** after the death of the first **life assured** provided that **you** continue to pay **premiums**. **We** will reduce the **premium we** charge to reflect that only one **life assured** is covered.

#### **Eligible Child**

An eligible child is defined as a natural or legally adopted child who is aged between 3 months and their 18<sup>th</sup> birthday at the date of death and whose mother or father is a **life assured** under the policy. If the child is in full-time education, the child will qualify for Children's Life Cover if they are aged between 3 months and their 21<sup>st</sup> birthday at the date of death.

#### **Endorsement(s)**

These are any documents adding additional information to your policy to amend the existing policy schedule or policy conditions. We will send an endorsement to you when such an amendment is made. Only certain types of changes to your policy are permitted. The latest endorsement will prevail over earlier endorsements.

#### **Expiry Date**

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

#### Financial Broker

A person or firm instructed by **you**, as **your** agent, to provide **you** with financial advice and to submit **your application** to **us**.

#### **Fraudulent Misrepresentation**

Fraudulent misrepresentation means a **misrepresentation** that is false or misleading in any material respect and which the consumer either:

- (a) Knows to be false or misleading, or
- (b) Consciously disregards whether it is false or misleading, and

"fraudulent" or "fraud" shall be construed accordingly. **Misrepresentation** is separately defined in Section 3.

#### **Guaranteed Insurability Option**

As explained in Section 8 of these **policy conditions**, an option to increase **your** level of **cover** without providing further medical evidence if the **life assured** meets the **standard terms**.

#### Indexation

As explained in Section 9 of these **policy conditions**.

### Intentional Self-Inflicted Injury

This means, in **our** reasonable opinion, a key factor in a **life assured's** death or **terminal illness** is that they took or attempted to take their own life. This is regardless of whether or not it is specifically shown as a verdict or cause of death in a death certificate, coroner's report, or other equivalent documentation.

#### Joint Life

If there are two **lives assured** and **cover** is on a joint life basis (see **policy schedule**), **we** will only pay out a benefit on the first death. The policy will then cease.

#### Life Assured or Lives Assured

The person or people named in the **policy schedule** as the life or lives assured. Payment of the benefit under the policy depends on the lives of those people. Where **we** refer to 'lives assured' in these **policy conditions**, it is assumed to mean 'life assured' where there is only one life covered on the policy.

#### Misrepresentation

See definition in Section 3.

#### **Period of Grace**

A period of 30 days from the due date to pay the **premium**. See Section 4 for further details.

## Policy Anniversary Date (if the policy schedule shows that Indexation applies)

This is each anniversary of the **start date** shown in the **policy schedule**. On this date each year the benefit and **premium** will increase if **Indexation** applies at that time (see Section 9).

#### **Policy Conditions**

The terms and conditions contained in this booklet and any conditions included in the **policy schedule**. They can be amended by **endorsement(s)** from time to time.

#### **Policy Schedule**

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

- The start date;
- The expiry date;
- The life or lives assured;
- The policy owner or policy owners;
- The life assurance cover;
- The premium;
- If Indexation applies;
- If the Conversion Option applies; and
- Any special conditions that apply.

It can be amended by **endorsement(s)** from time to time.

#### **Policy Term**

The period of time between the **start date** and the **expiry date** as stated in the **policy schedule**.

#### Premium(s)

Either:

 The amount shown in the policy schedule under the relevant heading (or the amount to which this has increased if Indexation applies); or

- The amount **we** tell **you** when **we** reinstate **cover** under Section 4.3 or Section 4.4; or
- The amount we tell you when there has been a claim on a dual life contract.

#### **Proposal**

The information that you and/or a life assured provided to your Financial Broker and was submitted to us as part of your application, which we have relied upon when deciding to enter into this policy, setting the terms and calculating the premium for your policy. A transcript of the proposal has been issued to you with this policy.

#### **Reinstatement Period**

See definition in Section 4.

#### Single Life

If **cover** is on a single life basis, there is only one **life assured** and **we** will pay out the benefit if the **life assured** dies or has a **terminal illness**. The policy will then cease.

#### Standard Terms

**Your** policy is deemed to be on standard terms unless **we** have charged an extra **premium** or applied an exclusion to **your cover**, as stated in **your policy schedule**.

#### Start Date

The policy date shown in the **policy schedule**. **Cover** will start on this date.

#### **Terminal Illness**

A definite diagnosis by the attending **Consultant** and Royal London Ireland'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 both the attending Consultant and the Chief Medical Officer the illness is expected to lead to death within 12 months.

For the avoidance of doubt, any reference to terminal illness shall be construed strictly in accordance with the above definition.

## How does the Policy Work?

#### **Duty of Disclosure**

We have issued this policy to you on the understanding that the information given in response to the questions asked by us in the proposal and any related document (including that provided by a third party on behalf of you or a life assured) is true and that the questions we have asked have been answered honestly and with reasonable care by or on behalf of you or a life assured.

Your application included a series of specific questions which are material to the underwriting of your policy and the calculation of the premium. The answers you provided to the questions and the associated declarations were used in the underwriting process to establish material facts about you or a life assured which influence the assessment and acceptance of cover (including the terms, the amount of cover and the calculation of the premium). You have a statutory duty to respond to all of the questions posed by us in your application honestly and with reasonable care.

If you or a life assured didn't answer the questions on your application fully, honestly, to the best of your knowledge and with reasonable care, this may result (depending on the particular failure) in:

- Delays in the processing of your claim;
- A reduction in the claim amount or refusal of a claim;
- The policy being treated as if it had been entered into on different terms; or
- The policy being cancelled from the start date (potentially without returning premiums) and with any subsequent claim not being paid.

We will send you a transcript of your completed proposal with the answers that you provided or were provided on behalf of you or a life assured by your Financial Broker. You should review these answers to confirm that you understand the responses are correct and that you have fulfilled your duty to answer all questions honestly and with reasonable care.

#### **Before your Cover Starts**

You must tell us if there's a change to anything that would affect any of the answers to the specific questions in your application in the time after you've applied for your cover, but before the start date. These changes could be changes affecting you or the life assured, for example, a change to health, occupation, or leisure activities. If you don't let us know about any changes affecting any of your answers before the start date, then this may also result in the consequences set out in the bullet points in the above paragraph.

#### If your Cover is Interrupted

If your cover ends because premiums have not been paid when due and it is reinstated under Section 4.4, we will reinstate it on the understanding that the answers given in response to the specific questions asked by us in the Declaration of Health form and any related documents are answered honestly and with reasonable care. If this is not the case, we may be entitled to void the policy, repudiate liability, treat the policy as if it had been entered into on different terms, or limit the amount paid out in the event of a claim.

#### When we will Pay a Claim

We will pay the level of cover shown on your policy schedule if:

- A life assured dies or is diagnosed with a terminal illness that meets our definition during the policy term (or if there are two people covered either of them), and
- The information you provided including the answers to the specific questions asked by us as part of your application were answered honestly and with reasonable care (and without negligent or fraudulent misrepresentation), and
- Your claim is valid according to these terms and conditions.

#### When we will not Pay a Claim

The circumstances under which **we** may not pay a claim include but are not limited to the following:

- It is the result of an exclusion shown on your policy schedule,
- Subject always to Section 12, it is the result of intentional self-inflicted injury, unless it's a claim for death more than 12 months after your cover starts or restarts,
- Our definition of terminal illness is not satisfied.

#### Misrepresentation

We might also not pay your claim if we discover a misrepresentation in the answers you have provided to the specific questions in your application, depending on the nature of the misrepresentation. Examples of misrepresentation would include but are not limited to:

- You or a life assured didn't answer the questions on your application fully, honestly, and to the best of your or their knowledge and with reasonable care;
- You or a life assured did answer the questions on your application honestly and with reasonable care, but your answers include a negligent misrepresentation (that is, not innocent or fraudulent); or
- You didn't tell us about a change in circumstances between when you originally submitted your application and the start date that would affect any of the answers to the specific questions in your application. This includes changes to information about the health, occupation, or leisure activities of the life assured.

If misrepresentation is discovered as part of your claim, we will assess your application and apply the remedies prescribed under the Consumer Insurance Contract Act 2019. We may be entitled to void the policy without return of premium, repudiate liability, treat the policy as if it had been entered into on different terms, or limit the amount paid out in the event of a claim. Once we have received all medical evidence or further information we need, we'll fully assess your application. If upon full re-assessment of your application, our decision is different to the one we originally made, we may change the terms of your cover (unless the misrepresentation was innocent).

If we don't change our initial decision, we'll assess your claim based on the terms we offered you when your policy started.

If we do change our initial decision, we'll amend the terms of your cover and assess your claim based on those new terms. This means that if we would have charged a higher premium, we'll reduce your amount of cover to reflect the amount of cover we would have offered based on the premium you've been paying. Alternatively, if we would have charged a higher premium, we may reduce proportionately the amount to be paid on a claim.

If **we** would have applied an exclusion to **your cover**, **we**'ll assess whether **your** claim would be excluded and **we** may not pay **your** claim.

If **we** wouldn't have offered **you cover** on any terms, **we**'ll cancel **your** policy from the **start date** and **we** won't pay **your** claim, but **we** will return the **premium** paid.

We reserve the right to cancel your policy from the start date and retain the premiums, if we discover evidence of fraudulent misrepresentation as defined in the Consumer Insurance Contract Act 2019 or fraud of any other kind.

## **4** Paying Premiums

- **4.1** Although each **premium** is due as shown in the **policy schedule**, **we** allow a **period of grace** of 30 days from the due date to pay the **premium**. If **you** become entitled to a benefit during a **period of grace** and a **premium** is outstanding, **we** will deduct any **premium** that is due from the benefit amount.
- **4.2** 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 the responsibility of those paying the **premium** to make sure that **we** receive it.
- **4.3** If all unpaid **premiums** due on **your** policy are paid by **you** or by a third party on **your** behalf, within 100 days of the date **your** first unpaid **premium** was due, **your** policy will be reinstated without a requirement to submit a Declaration of

Health form (the time period during which this is permitted is known as a 'reinstatement period'). Your policy can be reinstated even if a claim event has occurred during this reinstatement period.

4.4 If, after the reinstatement period has expired, but within 12 calendar months of the first unpaid premium being due, we are asked to reinstate cover, the life or lives assured must fill in a Declaration of Health form and all unpaid premiums must be paid. If the information given in response to the questions asked by us in the Declaration of Health form shows any material change to the answers on the proposal or your application, we may refuse to reinstate cover or may reinstate the cover with an increased premium or with new conditions (this could include the removal of options).

If we agree to reinstate cover, we will ask for all unpaid premiums to be paid and for premiums to start being paid again. We will not pay benefits for anything that happens between:

- The end of the reinstatement period; and
- The date, following our agreement to reinstate cover, on which we receive all unpaid premiums.

No benefit has to be paid if a **life assured** dies or has a **terminal illness** within a year of the reinstatement of **cover** if it's the result of **intentional self-inflicted injury**.

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

- 4.5 Monthly premiums must be paid by direct debit.
- **4.6 Premiums** and benefits are payable in the currency of Ireland.

## 5 Your Cover

#### 5.1 What Benefits are Available?

From the **start date**, the **life assured** is covered for the amount of **cover** as stated in the **policy schedule** (or amended by any subsequent **endorsement(s)**), subject to any limitations in these **policy conditions**.

#### 5.2 Life Cover

This policy only pays a benefit either when a **life assured** dies or has a **terminal illness**, subject in both cases to the conditions described in these **policy conditions**.

The **policy schedule** shows the level of **cover** that **we** would pay subject to any changes that may arise from these terms and conditions including; Section 3, How does the Policy Work; Section 8, Guaranteed Insurability Option; or Section 9, Indexation.

#### 5.3 Decreasing the Benefit

If you need to decrease the benefit amount, you may do so at any time provided you give us prior written notification. The decrease will be effective from the next premium due date falling after the receipt of notification or where possible, such earlier date as specified by Royal London Ireland (the "effective date"). If your policy is assigned, we will require written confirmation from your lender of your mortgage balance at the time. All policy owners must consent to any changes to the policy.

If you decrease the benefit more than once, Indexation will cease on the effective date of your second reduction in cover and/or premium reduction if Section 9 applies to your policy.

#### **5.4** Benefit Amount

If we accept a claim, we can pay the cover when the life assured dies or has a terminal illness. If such a claim is made during a period of grace, we will reduce the benefit by the amount of the unpaid premium.

The **policy schedule** states the form of **cover** for the policy:

- If the form of cover is single life, we will pay the benefit when the life assured either dies or has a terminal illness.
- If the form of cover is dual life, we will pay the benefit
  when each of the lives assured either dies or has a
  terminal illness. Cover can continue for the second
  life assured after the death or terminal illness of the
  first life assured provided that you continue to pay
  premiums. We will reduce the premium charged to
  reflect that only one life assured is covered.
- If the form of **cover** is **joint life**, **we** will pay the **cover** when the first of the **lives assured** dies or has a **terminal illness** which satisfies the definition as set out in Section 2.

**Your** policy may also have **Indexation** (see Section 9) or a Conversion Option (see Section 10) if stated on the **policy schedule**.

Only the benefits shown on the **policy schedule** are included in the policy. Please also refer to **your policy schedule** for any additional conditions or exclusions that may apply to **your** policy.

**5.5** If we accept a claim, we will pay the amount of benefit set out in the **policy schedule** for that **life assured**. This will be adjusted for the amount (if any) by which it has been:

- Reduced due to the decreasing level of cover each month on a Mortgage Protection policy, details of which are contained in the policy schedule; or
- Increased due to **Indexation**, details of which are contained in the **policy schedule**.

- The benefit payable will be the level of cover on the date
  of death. If a life assured dies during a period of grace,
  we will also reduce the benefit by the amount of the
  unpaid premium.
- The cover payable may also be reduced if we discover
  a misrepresentation in the information you have
  provided including your answers to the specific
  questions in your application, depending on the nature
  of the misrepresentation. See Section 3, How does the
  Policy Work.

**5.6** All **cover** will end and the policy will cease at the earliest of the following:

- At the end of a period of grace, if all or part of a premium has not been paid;
- On the policy expiry date, as shown in the policy schedule;
- When the policy is converted under Section 10;
- When a life assured dies or terminal illness payment is made (where there is only one life assured or cover is on a joint life basis); or
- When the second life assured dies (where cover is on a dual life basis).

## 6 Approval

This section only applies if the **policy schedule** states that this policy is a personal pension term assurance. This policy is a life assurance contract approved by the Revenue Commissioners under Section 785 of the Taxes Consolidation Act 1997. **We** cannot change the structure of the policy without the approval of the Revenue Commissioners. **We** do not have to accept further payments under the policy if the policy is no longer approved by the Revenue Commissioners.

## Children's Life Cover

In addition, the policy will pay a lump sum of €5,000 upon the death of an **eligible child** of a **life assured**, subject to the conditions described in this document.

On the death of an **eligible child**, as defined below, of a **life assured** (assuming a **cover** benefit applies to that **life assured**) the company will pay €5,000.

The policy will not end upon payment of the lump sum and the level of **cover** will not be reduced. **We** will only pay the Children's Life Cover once in respect of each child. This applies even if both parents are **lives assured**, or even if a **life assured** is covered under more than one policy which provides similar benefits.

## Guaranteed Insurability Option

- **8.1** This option is only available to a **life assured** if they were accepted on **standard terms** and is not available if any special conditions apply, for example, if **we** applied any exclusions to the **cover** or included an extra **premium** for special terms. If the policy is **joint life**, this option will only apply to the policy if both **lives assured** were accepted on **standard terms**. If the policy is **dual life** then this option may only apply to one **life assured**. The availability of this option is subject to underwriting at the time the original policy is taken out.
- **8.2** If this option is included it allows **you** to increase the **cover** on the policy, up to the limits set out below, without the need to supply further medical evidence, following any of these events:
- Increase in mortgage by a life assured either to purchase a new main residence or for home improvement of main residence;
- The marriage of a life assured;
- The birth or legal adoption of a child by a life assured.
- **8.3** The **life assured** must be under 55 years old at the time the option is exercised. If the basis of **cover** is **joint life**, both **lives assured** must be under 55 years old at the time the option is exercised. If the policy is **dual life**, this option may be exercised separately in respect of each **life assured**.
- **8.4 You** can increase **your cover** on more than one occasion, but the following limits apply:

The maximum increase in **cover** for any one event is limited to whichever of the following amounts is lower:

- 50% of the relevant original level of cover;
- Or €100,000.

The maximum total increase in **cover** for all events over the term of the policy is limited to whichever of the following amounts is lower:

- The relevant original level of cover;
- Or €200,000.
- **8.5** If the basis of **cover** is **joint life**, the maximum limits apply to the joint levels of **cover** and not individually. If the basis of **cover** is **dual life**, the maximum limits apply separately to each **life assured's** level of **cover**. In addition, if **you** have more than one policy with **us**, these limits apply across all of these polices and not separately to each of them.
- **8.6** Where the option is to be exercised for the purchase of a new main residence or home improvement, the maximum increase is also limited to the increase in the mortgage amount.

- **8.7** You must apply in writing to us within three months of the occurrence of the event if you wish to exercise this option. We will require evidence to show that the event has occurred.
- 8.8 You cannot increase your cover using this option:
- If we are currently considering a life or terminal illness claim (excluding Children's Life Cover);
- Or, if you are no longer resident in the Republic of Ireland;
- Or, for the purchase of a secondary residence or an overseas property.
- 8.9 Any increase in cover will:
- Be based on the normal 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 restrictions as per the original policy conditions and policy schedule.
- **8.10** If this option is exercised, the **premium** will be recalculated accordingly each time the **cover** is increased. **We** will base **your** new **premium** on:
- The age of the life assured, or both lives assured if the basis of cover is joint life, at the date the increase in cover commences;
- The smoking habits of the life assured, or both lives assured if the basis of cover is joint life, at the date the increase in cover commences;
- Any special terms as outlined in the original policy schedule or at any subsequent reinstatement under Section 4.4;
- And our premium rates at the time of the increase.

## Indexation

- **9.1** This Section only applies if the **policy schedule** shows that **Indexation** applies to the policy and it has not been cancelled.
- **9.2** If **Indexation** applies and provided it has not been cancelled, then the benefit amount will automatically increase on each **policy anniversary date** by 3%.
- **9.3** The **premium** will also automatically increase on each **policy anniversary date** by 4%. The increase in **premium** is to pay for the increase in the benefit.
- **9.4** If **Indexation** applies, **we** will write to **you** at least three weeks before each **policy anniversary date** with 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**. If **cover** is on a **dual life** basis, **you** can only cancel an increase in **cover** in respect of both **lives assured** and not on one **life assured** only.

- **9.5** If **you** cancel the increase three times during the existence of the policy or if **you** reduce the benefit or **premium** under this Section 9 more than once, **you** will not be entitled to any further increases.
- **9.6** There will be no further increase in **cover** or **premium** after the **life assured**, or the oldest **life assured** in the case of a **joint life** policy has reached age 75. For **dual life** policies, the increase in **cover** and **premium** for each **life assured** will cease when they have reached age 70.

## **10** Conversion Option

If the **policy schedule** shows that a Conversion Option applies, **you** can convert this policy into another policy provided by **us** without having to provide evidence of health. The new policy must commence on or before the **conversion option expiry date**, and (aside from waiving the medical underwriting requirements) will be subject to **our** standard new business terms and conditions at the date of conversion.

The following conditions apply:

- **10.1** The policy must not have already ceased as per Section 5.6.
- **10.2** The level of life cover under the new policy cannot be greater than the level of **cover** under this policy on the date it is converted.
- **10.3** We will issue the new life policy under our normal terms which apply at the time this policy is converted. The premium payable will be calculated based on the age of the lives assured and our prevailing rates for the class of policy selected at the time.
- 10.4 Any special conditions which attach to this policy will apply to the new policy. If **we** have charged an extra **premium** on this policy (e.g. for health reasons), **we** will also charge an extra premium on the new policy based on the premium rates in place at the time of conversion.
- **10.5** You must apply in writing before the **conversion** option expiry date.
- 10.6 Indexation will not be available under the new policy.
- 10.7 When you take out the new policy, the cover under this policy will be immediately reduced by the level of life cover under the new policy. If the level of cover under this policy is reduced to nil, this policy will be immediately cancelled and no further benefit will be payable under it.
- 10.8 The new policy will be of a type offered by us at that time.

10.9 In some circumstances, the Conversion Option will be subject to financial underwriting — refer to **your policy schedule** to see if this applies. Where it does apply, **we** have the right to reduce the level of cover on conversion or disallow the conversion altogether if the evidence of financial justification submitted at the time does not, in the opinion of **our** underwriters, warrant the level of cover requested.

10.10 The term of the new policy will be subject to Royal London Ireland's maximum age at cessation for relevant new business policies at the time of conversion, or before the 91st birthday if this is lower. The term also cannot be greater than 51 years. For joint and dual life policies the maximum age of cessation is based on the age of the oldest life assured.

**10.11 You** may not exercise **your** Conversion Option if **you** are no longer resident in the Republic of Ireland.

## Separation Option

If you separate, your policy is a dual life or joint life policy and we accepted both of the lives assured on your policy on standard terms and subject always to the conditions specified in this Section 11, it may be possible to split your dual/joint life policy and each take out a new single life policy without answering any further medical questions.

You can exercise this option as long as:

- You and the other policy owner provide in writing to us, your consent to cancel the original policy; and
- You take out a new policy before you turn 75; and
- You apply in writing to us within three months of the separation happening; and
- You have not made, nor are you eligible to make a claim under this policy.

The new policy:

- Will be subject to the minimum premium applying at the time;
- Can only start when **your** original policy has been cancelled;
- Has to end before the life assured turns age 91; and
- Has to have a level of life cover which is less than, or equal to, the level of cover under this policy on the date the Separation Option is exercised.

The premium **you** will pay for any new policy will be based on the rates available at the time of the request and based on the age of the **life assured** at that time.

It is **our** intention that the new policy will offer equal or equivalent terms and conditions as this policy. However, **we** reserve the right at **our** absolute discretion, to offer alternative **cover** if it is not possible for any reason to offer these terms and conditions. In some circumstances, the Separation Option will be subject to financial underwriting at **our** discretion. **We** retain the right to reduce the level of **cover** on the new policy or policies or disallow the Separation Option altogether if the evidence of financial justification submitted at the time does not, in the opinion of **our** underwriters, warrant the level of **cover** requested.

## 12 Exclusions

In addition to any conditions or exclusions outlined on **your policy schedule**, the following exclusion applies to **your** policy.

No benefit has to be paid if a **life assured** dies or has a **terminal illness** within a year of the **start date** or the date of a reinstatement under Section 4.4 if it's the result of **intentional self-inflicted injury. We** may however pay a claim on an ex-gratia basis where:

- The policy has been assigned in favour of a lending institution; or
- The policy has been deposited with a lending institution as part of a mortgage or loan arrangement; or
- A lending institution proves to have an interest in the policy; for example, it would have to prove to us that it was a condition of a mortgage or loan offer that the policy was taken out.

## 13 Making a Claim

#### 13.1 How to Make a Claim

If you or your personal representatives want to make a claim, please call us on 014293333 or email service@royallondon.ie. It will help us if you or your personal representatives have your policy number to hand when contacting us.

#### 13.2 Our Claim Requirements

**We** reasonably require information and documentation to assess the claim. **We** will consider a claim when **we** have received all of the following:

- (a) Proof of death of the life assured or any other information we reasonably need. If the death occurs in Ireland, we will need the original death certificate. If the death occurs outside Ireland, we may request further evidence as we may reasonably require;
- (b) Medical evidence relating to the **life assured** as **we** may reasonably require;
- (c) Proof of entitlement to claim under the policy. This could include proof that you have followed these policy conditions and any special conditions contained in the policy schedule;

- (d) Reasonable and satisfactory proof (for example in the form of an original birth certificate) of the correct date of birth of the life assured;
- (e) Evidence of a change of name, for example original of deed poll or marriage certificate; and/or
- (f) Other information depending on who is entitled to the benefit. For example:
  - (i) If the policy has been assigned, **we** will usually pay the benefit to the assignee. To consider the claim, **we** must receive the original deed of assignment which **we** shall return.
  - (ii) If the policy is held under trust, we will usually pay the benefit to the trustees where the life assured has died. The trustees must then follow the terms of the trust to distribute the benefit to the chosen beneficiaries. To consider the claim, we must receive the original of the trust deed and any amending deeds, all of which we shall return. We will not be responsible for checking that the trust has been properly established or terminated.
  - (iii) In other circumstances we will usually pay the benefit to you or your personal representatives. To consider the claim, we may require the original or Probate Office certified Grant of Probate or Letters of Administration which we shall return.

**We** reserve the right to hold the benefit until **our** requirements are met and **we** know who is entitled to the proceeds.

#### 13.3 Proof of Age

Your benefits have been calculated on the basis that the date of birth of the lives assured is as shown on the application. In the event of a claim, we may ask for proof of the date of birth. If the date of birth on the application is not correct, we may recalculate the benefits in line with the correct date of birth. In some circumstances, we may refuse to pay any benefit if we would not have provided cover initially had we known your correct date of birth.

- **13.4** If **we** have not paid the death benefit on a valid claim two months after the date of notification of the death of the **life assured**, **we** will add reasonable interest to the amount **we** pay.
- 13.5 If cover is on a dual life basis and one of the lives assured has died, cover can continue for the second life assured provided that the premium is still paid. We will reduce the premium to reflect the fact that only one life is now covered.

## **Taxation**

Under current law, **we** do not deduct any tax from the benefit. However, tax is payable on any interest **we** pay — see Section 13.4. If tax laws change after the **start date**, **we** may change the **policy conditions** of the policy if **we** need to keep the policy in line with those changes. **We** will write and tell **you** about any changes in the **policy conditions**.

## 15 Data Privacy

Our Privacy Notice explains how we use your personal data, how long we keep your personal data for, our 'lawful basis' for processing your personal data and your rights under data protection laws applicable in Ireland. A data privacy notice is included in the policy pack.

You will find the full Privacy Notice at **royallondon.ie/ privacy-policy.** If **you** would like it in another format, **you** can contact:

Data Protection Officer Royal London Ireland 47–49 St Stephen's Green Dublin 2

+353 (0)1 429 3333

GDPR@royallondon.ie

This notice may change from time to time.

## 16 Making Changes to the Policy

Our ability to make changes to these policy conditions
If after the start date 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 Ireland's customers not being treated fairly; or
- The way that we are taxed or the way that your policy is taxed is changed, which directly affects the policy conditions applying to your policy, then

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 also 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.

If any provision is found to be illegal, unenforceable or void, we may make changes to these policy conditions to the least extent possible to remove the offending provision and the remaining provisions shall be deemed to be binding on you and us. Again, we will let you know as soon as we reasonably can.

We may be entitled to 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 a life assured gave in response to the specific
  questions in the application, or to information provided
  in relation to those questions, between the date it was
  completed and the start date;
- A life assured withdraws their consent for us to ask for medical information following the start date 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 were answered honestly and with reasonable care but an answer involves a negligent misrepresentation (that is, not innocent or fraudulent) and this affects our decision on the cover;
- You make a claim and we find that an answer
  by you or the life assured involves a fraudulent
  misrepresentation or where any conduct by you or the
  life assured (relative to the policy or the steps leading to
  its formation) involves fraud of any other kind;
- You make a claim and we find that the claim contains
  information that is false or misleading in any material
  respect and which you or the life assured either knows
  to be false or misleading or consciously disregards
  whether it is false or misleading.

## **17** Other Information

#### 17.1 Cooling-off Period

If, after taking out this policy, **you** feel it is not suitable, **you** may cancel it by writing to **us** at:

Royal London Ireland 47-49 St Stephen's Green Dublin 2

If you do this within 30 days from the date we send you your policy documents (or a copy), we will return any premiums you have paid. If you cancel the policy after the first 30 days, we won't refund any of the premiums.

We strongly recommend that you consult with your Financial Broker before you cancel your policy.

#### 17.2 Cancellation

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

If this policy has been issued in connection with a mortgage, or other loan, which is subsequently paid-off or transferred to another lender, **you** must inform **us** in writing should **you** wish to cancel this policy.

Until you have informed us that you no longer need this cover, we will continue to collect premiums and you will remain covered by the policy. You will not be entitled to any refund of premiums.

#### 17.3 Complaints

**Royal London Ireland** 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 Ireland** directly.

If **your** complaint is not dealt with to **your** satisfaction, **you** may refer **your** complaint to:

Financial Services and Pensions Ombudsman Lincoln House Lincoln Place Dublin 2 DO2 VH29

- +353 (0)1 567 7000
- info@fspo.ie
- www.fspo.ie

- **17.4** This policy is governed by the laws of Ireland and the Irish courts are the only courts which are entitled to hear any dispute.
- **17.5** You can transfer the benefit under this policy to someone else. You cannot transfer the benefit under this policy in respect of Children's Life Cover to someone else.

17.6 Where you are able to transfer the benefit under this policy to someone else, as explained in Section 17.5 above, you or the person you assign it to must write and tell us at:

Existing Business Department Royal London Ireland 47-49 St Stephen's Green Dublin 2

17.7 This policy doesn't entitle you to membership of Royal London Ireland.





Royal London Ireland
47-49 St Stephen's Green, Dublin 2
T: 01429 3333 F: 01662 5095 E: service@royallondon.ie www.royallondon.ie

Royal London Insurance DAC, trading as Royal London Ireland, is regulated by the Central Bank of Ireland.
Royal London Insurance DAC is registered in Ireland, number 630146, at 47-49 St Stephen's Green, Dublin 2.
Royal London Insurance DAC is a wholly owned subsidiary of The Royal London Mutual Insurance Society Limited which is registered in England, number 99064, at 80 Fenchurch Street, London, EC3M 4BY.