

## Protection Declaration Form

To be filled out, signed and returned to Royal London Insurance DAC, trading as Royal London Ireland

### Identifying information

We need this information to match the declaration to your electronic application submission.

Financial Broker Name:

Proposal Number:

Name Life 1:

Name Life 2:

Name of Policy Owner:

(If different from above. If you are signing on behalf of a company, please also include the company name.)

## 1. Important information

The answers provided to the questions we ask will be used in the underwriting process to establish material facts which will influence the assessment and acceptance of the cover (including the terms, the amount of cover and the calculation of the premium).

Royal London Ireland proudly supports the Insurance Ireland Code of Practice for Underwriting Mortgage Protection Insurance for Cancer Survivors (the Code). The Code aims to ensure fair treatment regarding access and affordability of Mortgage Protection insurance for cancer survivors. We will follow the principles outlined in the Code and we will disregard any disclosed cancer diagnosis where the application is for Mortgage Protection in connection with a mortgage on a principal private residence, the insurance cover sought is for €500,000 or less and treatment for cancer ended more than seven years prior to the application, or more than five years if the applicant was under 18 at the time of diagnosis. Please note that if you qualify to avail of the provisions of this Code, you are still obliged to answer all questions fully, including those specifically related to cancer. However, we will not use the information to underwrite your policy. This only applies to the first €500,000 of Mortgage Protection per applicant and not to any other product or type of cover. Please talk to your Financial Broker if the Code applies to you and your application is for more than €500,000.

**You are obliged to respond to all of the questions posed by us honestly and with reasonable care.**

- We will issue the 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. If this is not the case, 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. Where we have asked you to answer a specific question in your application, the subject matter of the question is material to the risk we are undertaking or the calculation of the premium or both.

## 1. Important information continued

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- 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 the responses are correct and that you have fulfilled your duty to answer all questions honestly and with reasonable care.
- 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 policy commencement, then this may also result in the consequences set out in the first bullet point above.
- The online application must be received by Royal London Ireland within three months of the date of signature of this form.
- **Warning:** If you propose to take out this policy in complete or partial replacement of an existing policy, please take special care to satisfy yourself that this policy meets your needs. In particular, please make sure that you are aware of the financial consequences of replacing your existing policy. If you are in doubt about this, please contact your insurer or insurance intermediary/Financial Broker.

## 2. How we use your personal data

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As a customer of Royal London Insurance DAC (Royal London Ireland) we use your personal data in a number of ways. We are required to give you the following information under the data protection laws telling you how Royal London Ireland will use your personal data, including your special category personal data, such as your medical data, that you submit as part of the application process or any claims. It's not meant to be a legal contract and it doesn't affect your rights under data protection laws.

We've detailed below the uses that we feel would be most important to you. There is further information on our full Privacy Notice on our website, [www.royallondon.ie/privacy-policy](http://www.royallondon.ie/privacy-policy).

### How do you use my personal data?

We use your personal data, which may be provided by you, through your Financial Broker or from your medical professional(s), in a number of ways in order to set up and service your policy and meet our legal obligations, such as:

- Providing a quote and calculating your premium.
- Underwriting, setting up and administering your policy.
- Completing any requests, making and receiving payments or managing any queries or claims you make.
- Verifying your identity and attempting to prevent fraud and other financial crime. This is usually where we have a legal obligation.
- Fulfilling any other legal or regulatory obligations.

Your personal data is necessary for the performance of your contract. If you do not provide the necessary personal data, we will be unable to fulfil your contract. We also use your personal data for activities other than policy administration or to comply with legal obligations. Where we do this, we need to have a 'legitimate interest'. Activities are assessed and your rights and freedoms are taken into account to ensure that nothing we do is too intrusive or beyond your reasonable expectations. These activities are:

- **Researching our customers' opinions and exploring new ways to meet their needs**  
We use personal data to help us determine that our products, services and propositions meet our customers' needs and expectations, as well as improving your customer experience.
- **Assessing and developing our products, systems, prices and brand**  
We combine your personal data with other customers' data in order to: design our products, check they are priced fairly, are suitable for our customers, make our underwriting process easier for our customers, and to check if our communications are easy to understand.
- **Managing our business**  
We use personal data to help us to understand our risks, to continuously improve our service quality and training and for internal administrative, audit, statistical or research purposes.
- **Sending you information**  
We don't currently market other products to you, but we reconsider this at regular intervals and may choose to do this in the future. Where these communications are marketing and therefore optional, we will make it clear that you can opt out of these.

We may also monitor and record phone calls for service quality and training purposes.

If you want further information about our use of your personal data for what we deem to be our legitimate interests, you can contact us using the details below. You have the right to object to any processing done for those activities we deem to be a legitimate interest. If your objection is valid, we will stop using your personal data for these activities.

## 2. How we use your personal data continued

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### Who sees and uses my personal data?

Employees of Royal London Ireland, who need to see or work on your policy, are given access to your personal data in order to support you. For example, our call centre staff will access your policy details if you call us. In addition to our own staff, we share your personal data with other companies so that we can administer your policy and provide our services to you. We only use trusted third parties, such as:

- Your authorised Financial Broker(s).
- Our service providers, for instance those who perform some underwriting activities for us, translators, mailing houses for printing, market research agencies, offsite storage providers, confidential waste disposal companies and approved IT specialists who support our technology.
- Our professional advisers, including auditors, medical professionals, legal advisers and other insurance providers where you have also applied to them for cover.
- Our Reinsurers, who require data including policy details, claims, medical and suspected fraud and other financial crime data.
- Identity authentication, law enforcement and fraud prevention agencies.
- Legal and Regulatory bodies, for example the Revenue Commissioners, the Central Bank of Ireland, the Data Protection Commission and the Financial Services and Pensions Ombudsman.
- Administrators, registered administrators, or trustees of other pension arrangements which you hold or of which you are a member.
- Companies within the Royal London Group.
- Companies you ask us to share your data with.

Please note that any third parties will only process your personal data on our instructions and where they have agreed to treat the data confidentially and to keep it secure.

Where the policy owner (the party who owns and pays for the policy) and the life assured (the life covered by the policy) are different parties, all personal data provided as part of the application, including personal medical information, will be shared with both the life assured and the policy owner.

### Overseas transfers

Depending on the specific policy you have with us, some of your personal data might be processed outside of the European Economic Area (EEA). We take specific steps necessary to ensure that your personal data is treated securely and has the appropriate legal safeguards. Further information is available on our full Privacy Notice on our website.

### How long do we keep your data and how can I find out more?

In the absence of specific legal, regulatory or contractual requirements we will keep your personal data for seven years after your relationship with us has ended. Our full Privacy Notice contains more detail on how we use your personal data, how long we keep your personal data for, our 'lawful basis' and your rights under data protection laws. You'll find the full notice at [www.royallondon.ie/privacy-policy](http://www.royallondon.ie/privacy-policy) or you can call 01 429 3333 if you would like it in another format.

### What are your rights?

**Access** – You have the right to find out what personal data we hold about you.

**Rectification** – If any of your details are incorrect or incomplete you can ask us to correct them for you.

**Erasure** – You can also ask us to delete your personal data in some circumstances.

**Object** – If you have concerns about how we are using your personal data, you have the right to object in some circumstances.

**Direct marketing** – You have a specific right to object to direct marketing, which we'll always act upon.

**Restriction** – You have the right to ask us to restrict the processing of your personal data in some circumstances.

**Data portability** – In some circumstances, you can ask us to send an electronic copy of the personal data you have provided to us, either to you or to another organisation.

## 2. How we use your personal data continued

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**Withdrawing your consent** – If you have provided consent for us to use your data, you have the right to withdraw your consent at any time.

**Right to complain to the supervisory authority** – If you are dissatisfied with how we are using your data, you have the right to complain to the Data Protection Commissioner at [www.dataprotection.ie](http://www.dataprotection.ie) or at 21 Fitzwilliam Square, Dublin 2, D02 RD28. We would encourage you to contact us first, so we can deal with your concerns.

When your broker requests a quote or makes an application on your behalf, we provide them with an automated underwriting decision about you. We use the personal data you provide as part of the application to decide what rate to offer you. You have a right to ask for a person to reassess any automated underwriting decisions we make. More information on all of your rights is available on our website, [www.royallondon.ie/privacy-policy](http://www.royallondon.ie/privacy-policy).

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

If you provide information about another individual, it's important you ensure they are aware of the detail being provided to Royal London Ireland and that they have read our full Privacy Notice. Their information will be processed according to this Privacy Notice.

### **How to contact our Data Protection Officer (DPO)?**

You can contact our DPO by email at [GDPR@royallondon.ie](mailto:GDPR@royallondon.ie) or by post to Royal London Ireland, 47-49 St Stephen's Green, Dublin 2.

### 3. Declaration to Royal London Ireland

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I submit this Declaration Form to apply for a policy with Royal London Insurance DAC (Royal London Ireland).

I understand that my application will be submitted to Royal London Ireland online and that a printed record of the online application will be sent to me. I agree to notify Royal London Ireland, in writing, if:

- I do not receive the printed record of the online application; or
- Any information in this record is, false, incorrect or incomplete.

I understand that my Financial Broker may use a Data Capture Form in order to complete the online application and that the Data Capture Form may be retained by my Financial Broker and will not be passed to Royal London Ireland. Furthermore, I understand that in the event that the Data Capture Form is passed to Royal London Ireland, it does not form part of my application and Royal London Ireland will not review the contents of or retain the Data Capture Form, and will not be responsible for any information contained therein.

I agree that any relevant additional information provided to Royal London Ireland in relation to this application will be true and complete and shall, together with the online application and this Declaration Form, constitute my full application to Royal London Ireland. Relevant additional information includes but is not limited to, my verbal response to telephone enquiries from Royal London Ireland or its third party provider, supplementary questionnaires which I am requested to complete and statements which I make to a medical examiner for Royal London Ireland.

I understand that the entire application, including personal medical information provided as part of the application, will be shared with both the life assured and the policy owner where they are different parties. I further understand that this sharing of the application, with both parties, is necessary and proportionate to obtain the insurance cover sought.

I understand that I must tell Royal London Ireland if there is any change to anything that would affect any of the answers to the specific questions in this application between the date I submit my application and the cover start date.

I understand that I cannot rely on any disclosures made under previous applications and that it is necessary to provide all relevant information as part of this application whether previously known to Royal London Ireland or not.

I understand if I or a life assured didn't answer the questions on the application fully, honestly and to the best of my/our knowledge and with reasonable care and misrepresentation is discovered or if I or a life assured didn't tell Royal London Ireland about a change to anything that would affect any of the answers to the specific questions in the application between the date of the application and the cover start date, this may result in:

- Delays in the processing of a claim;
- A reduction in the claim amount or a 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 with any subsequent claim not being paid.

I understand that Royal London Ireland reserves the right to cancel the policy from the start date and retain the premiums, if they discover evidence of fraudulent misrepresentation as defined in the Consumer Insurance Contracts Act 2019 or fraud of any other kind.

Where I have provided information in respect of another person (such as family medical history), I have their consent to do so and that person understands that their personal information is being processed in line with the Royal London Ireland Privacy Policy, which I have provided to them.

I confirm that my Financial Broker is acting as my agent in making this application to Royal London Ireland and my Financial Broker has explained to me what this involves.

I confirm that my Financial Broker has explained the duty of disclosure to me and the need to answer all questions honestly.

I authorise Royal London Ireland and its duly authorised agents to contact me by phone, letter, email or other electronic means in relation to the processing of this application.

I authorise Royal London Ireland to seek medical information, excluding genetic data, at any time before or after my death, from any doctor who at any time has attended me concerning anything which affects my physical or mental health. I also authorise Royal London Ireland to seek medical information from any insurance office to which an application has been made for insurance on my life and I authorise the giving of such information. I agree a copy of this authorisation shall have the validity of the original.

I understand that in the event of my application not proceeding, information provided in connection with my application may be retained by Royal London Ireland for a period of seven years to facilitate future pricing decisions and analysis.

I confirm that I am a resident of the Republic of Ireland.

### 3. Declaration to Royal London Ireland continued

If Pension Term Assurance has been selected, I understand that no benefit under the contract shall be capable of being surrendered, assigned or commuted except as provided by Section 784 and 785 of the Taxes Consolidation Act 1997.

If Whole of Life cover has been selected and my intention is to use this policy for inheritance tax planning, I understand that if I do not complete a Section 72 Trust Form or provide for this policy in my Will the policy proceeds may not qualify for relief under Section 72 of the Capital Acquisitions Tax Consolidation Act 2003.

If Executive Income Protection has been selected, I understand that the Policy Owner must be a company registered in Ireland under the Companies Acts.

I hereby declare that in accordance with Regulation 6 (1) of the Life Assurance (Provision of Information) Regulations, 2001, I have been provided with the information specified in Schedule 1 to those Regulations and have been advised as to the financial consequences of replacing an existing policy/policies with this policy by cancellation or reduction, and of the possible financial loss as a result of this replacement.

I understand that when I receive my policy, I will have 30 days in which to change my mind and cancel my cover.

I agree to the use by Royal London Ireland of my personal information and where applicable, my sensitive personal information, as indicated in Section 2 of this form, "How we use your personal data".

**I/We confirm that I/we have read and fully understand all parts of the above declaration.**

Signature(s) of the life/lives to be assured		Date of signature/s								
Life 1 Signature:		<table border="1"> <tr> <td>D</td><td>D</td> <td>M</td><td>M</td> <td>Y</td><td>Y</td><td>Y</td><td>Y</td> </tr> </table>	D	D	M	M	Y	Y	Y	Y
D	D	M	M	Y	Y	Y	Y			
Life 2 Signature:		<table border="1"> <tr> <td>D</td><td>D</td> <td>M</td><td>M</td> <td>Y</td><td>Y</td><td>Y</td><td>Y</td> </tr> </table>	D	D	M	M	Y	Y	Y	Y
D	D	M	M	Y	Y	Y	Y			
Policy Owner 1 Signature: (If different from above)		<table border="1"> <tr> <td>D</td><td>D</td> <td>M</td><td>M</td> <td>Y</td><td>Y</td><td>Y</td><td>Y</td> </tr> </table>	D	D	M	M	Y	Y	Y	Y
D	D	M	M	Y	Y	Y	Y			
Policy Owner 2 Signature: (If different from above)		<table border="1"> <tr> <td>D</td><td>D</td> <td>M</td><td>M</td> <td>Y</td><td>Y</td><td>Y</td><td>Y</td> </tr> </table>	D	D	M	M	Y	Y	Y	Y
D	D	M	M	Y	Y	Y	Y			
If applying for and on behalf of a company, print company name										

### 4. Financial Broker Disclosure Statement

I hereby declare that in accordance with Regulation 6 (1) of the Life Assurance (Provision of Information) Regulations, 2001, the client has been provided with the information specified in Schedule 1 to those Regulations and that I have advised the client as to the financial consequences of replacing an existing policy/policies with this policy by cancellation or reduction, and of the possible financial loss as a result of such replacement.

Financial Broker Signature	Date of signature/s								
	<table border="1"> <tr> <td>D</td><td>D</td> <td>M</td><td>M</td> <td>Y</td><td>Y</td><td>Y</td><td>Y</td> </tr> </table>	D	D	M	M	Y	Y	Y	Y
D	D	M	M	Y	Y	Y	Y		





**Royal London Ireland, 47-49 St Stephen's Green, Dublin 2 T: 01 429 3333 F: 01 662 5095 E: [service@royallondon.ie](mailto:service@royallondon.ie) W: [www.royallondon.ie](http://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.