

Policy Conditions

Executive Income Protection

Executive Income Protection



Important

Please keep these documents safely

Any correspondence in relation to this policy 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 the benefit(s) 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.

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Executive Income 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 is only available to a **policy owner** who is a company registered in Ireland under the Companies Acts.

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 provide **you**, the **policy owner(s)**, with the means to pay an income to the **life assured** in the event of him/her suffering a **disability** or **incapacity**.

This policy is a protection policy only. 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 these **policy conditions**.

Premiums and **benefits** are payable in the currency of Ireland.

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 and 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**.

Back to Work Benefit

This is a **benefit** payable monthly for a maximum period of three months over the lifetime 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 **us**.

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 our **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 our **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 9.1.3 or 9.1.4. 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 an **Income Protection Benefit** or an **Essential Activities Benefit** becomes payable.

The deferred period(s) reduce(s) as the policy approaches the **expiry date**, so that the minimum period will not be more than half of the outstanding duration to **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 our **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.

Escalation in Claim

If Escalation in Claim applies to the policy, it is stated in the **policy schedule**. If this option has been chosen, any claim that we pay under this policy for **Income Protection Benefit** or **Essential Activities Benefit** will increase by 3% each year.

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 the lower of:

- €15,000 per annum (as at 20 January 2022) and
- The **Income Protection Benefit**.

We may at our discretion increase this amount from time to time.

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 Ireland**, 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.

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.

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 our **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.

Any cover for **Pension Contributions** forms part of this annual Income Protection Benefit amount, subject to the conditions set out in the policy.

Indexation

If Indexation applies to the policy, it is stated in the **policy schedule**. If this option applies, the **benefit** and **premiums** will automatically increase on each **policy anniversary date**, unless cancelled.

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

An employee or a director of the **policy owner(s)** who is covered by the policy and who is named in the **policy schedule**.

Normal Occupation

This is the **life assured's** primary occupation with the **policy owner(s)** which he/she is following, under contract of employment, for 16 hours or more 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 the **policy owner(s)** and is also independent of location. Where the **life assured's** working hours with the **policy owner(s)** 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 16 hours or more per week and has not been following any other occupation. However, the **life assured** will not be classed as Not Working Full-Time in the event that the **life assured's** contract of employment with the **policy owner(s)** is terminated or comes to an end for any other reason. In this event, cover will stop and, unless the provisions of Section 9.8 apply, all **benefits** will cease immediately.

Misrepresentation

See definition in Section 3.

Pension Contributions

The **Pension Contributions** made by the **policy owner(s)** into the **policy owner's** pension plan for the benefit of the **life assured** in the 12 months immediately prior to the **Date of Disability**, subject to the maximum values outlined in Section 4.2.1.

If the **policy owner** applies for cover for **Pension Contributions** at the time of **application** which is accepted by us, the cover amount forms part of the **Income Protection Benefit** amount payable, subject to the conditions set out in the policy.

Period of Grace

See definition in Section 5.

Policy Anniversary Date

This is the 12-month anniversary of the **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 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 assured**
- The **policy owner(s)**
- The **benefits** and **deferred period(s)**
- The **premium**
- If **Indexation** applies
- If **Escalation in Claim** applies
- Any special conditions that apply

Policy owner(s)

The **policy owner** 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**. The **policy owner** is an employer of the **life assured**. The **policy owner** must be a company registered in Ireland under the Companies Acts. Ownership of this policy, including responsibility for payment of the **premiums**, may not be transferred to the **life assured**. However, subject to Section 12.1, any new employer of the **life assured** may assume ownership of the policy.

Premium(s)

The amount shown in the **policy schedule**. The frequency at which **premiums** are payable is shown in the **policy schedule**.

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.

Reduced Income

For the purposes of calculating the proportionate **Income Protection Benefit**, as outlined in Section 9.6, 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 (i.e. less than 16 hours per week) or from pursuing an alternative occupation, which is acceptable to **Royal London Ireland** (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.

Reinstatement Period

See definition in Section 5.

Relevant Income

If the **life assured** is an employee at the **Date of Disability**, his/her Relevant Income will be his/her taxable earned income from his/her employer relating to his/her **normal occupation** 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 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.

Relevant Pension Contributions

Relevant Pension Contributions means **Pension Contributions** in the 12 months immediately prior to the **Date of Disability** subject to a maximum value of €50,000 or 35% of **Relevant Income** (whichever is lower). The **Relevant Income** used for the purposes of calculating the maximum **Pension Contributions** will be the **Relevant Income** at the **Date of Disability**.

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**.

Terminal Illness

A definite diagnosis by the attending **Consultant** and **our 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.

3 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** covered 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 5.5, 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.

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 Contracts 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 Contracts Act 2019 or fraud of any other kind.

4 Benefits

4.1 What benefits are available?

The following benefits are available:

- Income Protection Benefit
- Essential Activities Benefit

From the 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 or Relevant Pension Contributions.

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 Ireland as Not Working Full-Time.

No Income Protection Benefit is payable during any period where the life assured is covered for the Essential Activities Benefit, or you are in receipt of this Benefit in respect of him/her.

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**);
- €262,500 per annum (which may be increased by **us** from time to time); and
- An amount equal to 75% of **Relevant Income** plus 100% of **Relevant Pension Contributions** where applicable, less the total of 'Other Incomes' as set out below.

Other Incomes:

- The personal rate of 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 to **you** or directly to a third party on the **life assured's** behalf.

Pension Contributions are the pension contributions made by the **policy owner** into the **policy owner's** pension plan, for the benefit of the **life assured**, in the 12 months immediately prior to the **Date of Disability**.

However, if the level of **Pension Contributions** exceed the amount of pension contributions made into the **policy owner's** pension plan, for the benefit of the **life assured**, by more than 20% from the previous year, **we** may cap this increase to 20% for the purposes of calculating **Pension Contributions**.

This figure will then be used to calculate the amount of **Relevant Pension Contributions**, if any, that are payable as part of the **Income Protection Benefit**.

You must advise **us** in writing of any changes to the **life assured's** entitlements or other incomes listed above as soon as **you** become aware of these. **We** reserve 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.

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 **us**. 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 **us** (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** as a result of a documented agreement between the **policy owner(s)** and the **life assured** of any of the following changes to employment status:

- Career break,
- Extended maternity or paternity leave (beyond any statutory period),
- Becoming a (permanent) carer
- Working on a part-time basis (i.e. for less than 16 hours per week),

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.

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.

- 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.

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**

The **Essential Activities Benefit** shall not be payable if the **life assured** is **Not Working Full-Time** for any other reason other than the changes to employment status listed above.

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**.

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:

- The personal rate of 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 to **you** or directly to a third party on the **life assured's** behalf.

You must advise **us** in writing of any changes to the **life assured's** entitlements or other incomes listed above as soon as **you** become aware of these. **We** reserve 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:

- admitted to a **Registered Hospital** on the advice of a **Registered Medical Doctor**, due to illness or injury; and
- 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. 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 lifetime 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 where **you** are in receipt of the **Income Protection Benefit** or the **Essential Activities Benefit** in respect of the **life assured**. In the event that the **life assured** is re-admitted to a **Registered 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 9.5, the **Back to Work Benefit** may be claimed provided that the **life assured** returns to work for the **policy owner(s)** 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.

No **Back to Work Benefit** is payable, where immediately prior to the **life assured** returning to work in a full-time capacity **you** have been in receipt of a proportionate **Income Protection Benefit** in respect of the **life assured** as explained in Section 9.6.

4.7 What if the life assured changes occupation?

If the **life assured** changes his/her **normal occupation**, after the **start date**, **you** do not have to tell **us** provided the **life assured** remains in the employment of the **policy owner(s)**. 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 **start date**.

4.8 What if the life assured ceases full-time working?

You must inform **us** immediately in writing if the **life assured** starts working less than 16 hours per week. The **life assured** will then be classed as **Not Working Full-Time**.

You must also inform **us** immediately in writing in the event that the **life assured's** contract of employment with the **policy owner(s)** is terminated or comes to an end for any other reason. In this event, cover will stop and, unless the provisions of Section 9.8 apply, all **benefits** then in payment will cease immediately.

Where the **life assured** is classed as **Not Working Full-Time**, **you** may cancel the policy (in which case cover stops and all **benefits** cease) or, if eligible, **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 **us** 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 **us**, 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 **us**.

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 amount of **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 in respect of the **life assured**, **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 **us**. When a **benefit** payment ends, **you** will be required to resume payment of **your premiums** attaching to that **benefit** 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 a **benefit** becomes payable 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**. 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 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**.

5.6 If, after the **reinstatement period**, but within 12 calendar months of the first unpaid **premium** being due, **we** are asked to reinstate cover, the **life assured** must fill in a Declaration of Health form and all unpaid **premiums** must be paid.

If the information on the Declaration of Health form shows any material change to the answers on the **proposal** or **your 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 unpaid **premiums** and **premiums** must 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** becomes **disabled**, **incapacitated** 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 to **you** as **we** will not have provided cover under the policy.

5.7 Monthly **premiums** must be paid by direct debit.

6 Indexation

6.1 This Section 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 lifetime of the policy.

7 Guaranteed Insurability Option

7.1 **You** have the option (the Guaranteed Insurability 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 **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. **We** may reasonably request sufficient financial evidence to justify that 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 **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 selected before the relevant **policy anniversary date**) applies before **Indexation** (if selected) 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 the **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
- **Our 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
 - **You** are in receipt of **Income Protection Benefit** in respect of him/her, or
 - Less than 12 months have elapsed since the date on which **you** last received an **Income Protection Benefit** in respect of him/her.

8 Continuation Option

If, not less than 5 years before the **Expiry Date**:

- the **life assured's** employment status changes to self-employment;
- the **life assured** becomes employed by a new employer; or
- **you** decide that **you** no longer wish to pay **premiums** under this policy,

the **life assured** may apply to us to replace the **Income Protection Benefit** under this Executive Income Protection policy with a Personal Income Protection policy offering identical benefits subject to all of the following:

- No benefits will be provided under the new Personal Income Protection policy, arising from the Continuation Option, that are not provided as **benefits** under this policy.
- Evidence of health or notification of occupation change will not be required in respect of identical benefits.
- The **life assured** may only exercise the Continuation Option if they are resident in the Republic of Ireland.
- **Premiums** under the Executive Income Protection policy must have been paid in full at the time that the Continuation Option is exercised and the policy must not have already ceased as per Section 5.4 of these **policy conditions**.
- The deferred period will be no shorter and the expiry date no later under the Personal Income Protection policy than those provided under this policy.
- If **Indexation** was chosen on this policy then the **life assured** may elect to include it under the Personal Income Protection policy.
- If **Escalation in Claim** was chosen on this policy then the **life assured** may elect to include it under the Personal Income Protection policy.

- The **Guaranteed Insurability Option** set out in section 7 of these **policy conditions** will apply unless it was turned down on two successive occasions under this policy. The overall maximum increase of 100% is inclusive of any increases under this policy.
- The amount of cover under the Personal Income Protection policy will be the same as provided under this policy unless a lower benefit is chosen.
- Where **Pension Contributions** are covered under this Executive Income Protection Policy, the Income Protection Benefit will be reduced to reflect that it is not possible to cover pension contributions under a Personal Income Protection policy.
- If any part of the **Income Protection Benefit** under this policy is subject to any rating and/or exclusion(s), the same terms will be applied to the **Income Protection Benefit** under the Personal Income Protection policy.
- **We** will issue the new policy under our normal terms which apply to Personal Income Protection policies issued by **us** at the time that the Continuation Option is exercised.
- The **premium** payable will be calculated based on the age of the **life assured** and our prevailing rates for Personal Income Protection policies at the time.
- In order to exercise the Continuation Option, the **life assured** must apply to **us** in writing within 90 days of:
 - the **life assured's** employment status changing to self-employment;
 - the **life assured** becoming employed by a new employer; or
 - **you** deciding that **you** no longer wish to pay **premiums** under this policy.
- When cover under the new policy commences, this policy will be immediately cancelled and no further **benefits** will be payable under it.
- Continuation Option may not be exercised whilst a claim for **Income Protection Benefit** or **Essential Activities Benefit** has been notified to **us** and is under consideration, has become payable or is in payment, Section 9.8 may apply and Continuation Option may not be exercised.

9 Making a claim

9.1 Income Protection Benefit or Essential Activities Benefit claims

You should notify **us** immediately in writing if the **life assured** has suffered 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 honestly and with reasonable care 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 and complete information. If **you** provide false, misleading or fraudulent information, this may result in **us** terminating the policy without paying a claim or returning **premiums**.

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 undertake additional tests.
- Information from the **policy owner(s)** in respect of the **life assured**.
- Evidence of **Relevant Income** such as the most recent Notice of Assessment from the Revenue Commissioners, audited set of accounts or P60 as appropriate.
- Evidence of any ongoing income being received by the **life assured**.
- Evidence of any other policies or products that provide benefit payments for the benefit of the **life assured**.
- Where **Pension Contributions** are covered, **we** will require evidence from the pension provider of the amount of contributions and that contributions have been paid to date.

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 any time 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.

9.1.1 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 **us**.

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.

9.1.2 Escalation in Claim

This Section only applies where **Escalation in Claim** is shown in the **policy schedule**.

Where **Escalation in Claim** applies and while a claim for **Income Protection Benefit** or **Essential Activities Benefit** is payable, the **benefit** shall increase on the first and subsequent anniversaries of the date that the first instalment of the **benefit** became payable, at the rate of 3% per annum compound. When payment of **benefit** ceases before the **expiry date** or before this policy ends or terminates in accordance with these **policy conditions**, the amount of **benefit** payable under the policy will be the amount of **benefit** payable immediately prior to payment of **benefit**, increased pursuant to Section 6, **Indexation** if this is shown on the **policy schedule**.

9.1.3 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 **you** submit 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 **you** submit 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.

9.1.4 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 **start date**. For the purposes of this policy, diagnosis of a **terminal illness** is defined by a definite diagnosis by the attending **Consultant** and **our 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 **our Chief Medical Officer**, the illness is expected to lead to death within 12 months.

9.1.5 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.

9.2 Hospital Cash Benefit claims

If the **life assured** has been in hospital for 7 continuous days **you** should contact **us** immediately in writing. **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.

9.3 Who will receive the benefit payments?

Benefits are payable to the legal owner of the policy. This will normally be the **policy owner(s)**.

9.4 Ongoing review of claims

Claims (full or partial) in payment are subject to regular medical and financial review at any time that **we** 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 undertake additional tests.
- Information from the **policy owner (s)** in respect of the **life assured**.
- Evidence to show any ongoing income such as the most recent Notice of Assessment or Employment Detail Summary from the Revenue Commissioners, audited set of accounts or P60 as appropriate.
- Evidence of any other policies or products that provide benefit payments for the benefit of the **life assured**.

9.5 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 9.4, entitlement to any claim amounts will cease. **You** will not be entitled to recover any **benefit** payments when the evidence requested by **Royal London Ireland** has not been provided.

We reserve the right to end **benefit** payments if the **life assured** does not follow medical advice which **Royal London Ireland** reasonably considers to be relevant to the **disability** or **incapacity**.

You must advise **us** in writing, no later than the date on which the **life assured** returns to work, should he/she return to work full-time or part-time, to his/her **normal occupation** or any other occupation.

9.5.1 The **Income Protection Benefit** will cease on the earliest of:

- The **life assured** returning to work in a full-time capacity,
- The **life assured** commencing 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 9.6),
- **You** or the **life assured** failing to comply with reasonable requests to cooperate with claims assessment requirements as set out in Section 9.4,
- The **life assured** having been deemed medically fit to return to his/her **normal occupation** on a full-time basis by **our 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 **us**,
- The **life assured** failing to follow medical advice that would otherwise reasonably allow a return to work,
- The **expiry date** in the **policy schedule**,
- The termination, suspension or expiry of the **life assured's** employment contract with the **policy owner(s)**, unless the provisions of Section 9.8 apply,
- The **life assured** dying.

9.5.2 The **Essential Activities Benefit** will cease on the earliest of:

- The **life assured** commencing in an occupation or activity whether part-time or full-time, in any capacity, for payment, profit or reward whatsoever,
- The **life assured** being able (as determined by **our 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 **us**) to independently carry out seven or more of the Individual Personal Activity Criteria,
- **You** or the **life assured** failing to comply with reasonable requests to cooperate with claims assessment requirements as set out in Section 9.4,
- The **life assured** failing to follow medical advice that would otherwise reasonably allow them to perform at least seven of the Individual Personal Activity Criteria,
- The **expiry date** in the **policy schedule**,
- The termination, suspension or expiry of the **life assured's** employment contract with the **policy owner(s)**, unless the provisions of Section 9.8 apply,
- The **life assured** dying.

You must advise **us** in writing, as soon as the **life assured** is no longer prevented from carrying out a minimum of three or more of the Individual Personal Activity Criteria as set out in Section 4.4.

9.5.3 The **Hospital Cash Benefit** will cease on the earliest of:

- The **life assured** being discharged from hospital,
- **You** receiving payment of any **Income Protection Benefit** or **Essential Activities Benefit**,
- **You** failing to pay **premiums** when due,
- The **expiry date** in the **policy schedule**,
- The termination, suspension or expiry of the **life assured's** employment contract with the **policy owner(s)**, unless the provisions of Section 9.8 apply,
- The **life assured** dying.

9.5.4 The **Back to Work Benefit** will cease on the earliest of:

- **You** receiving payment of any **Income Protection Benefit** or **Essential Activities Benefit**,
- **You** receiving payment of the third monthly instalment of the **benefit**,
- **You** failing to pay **premiums** when due,
- The **expiry date** in the **policy schedule**,
- The termination, suspension or expiry of the **life assured's** employment contract with the **policy owner(s)**,
- The **life assured** dying.

9.6 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:

- (i) as a result of the **disability**, the **life assured** can in the opinion of **our Chief Medical Officer** only pursue his/her **normal occupation** on a part-time basis; or
- (ii) the **life assured** is medically unable to follow his/her **normal occupation** but has agreed with the **policy owner(s)** that he/she will pursue an alternative occupation with the **policy owner(s)** 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 **us**, will require 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 **our 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 **us**,
- The **life assured** reaching the **expiry date** in the **policy schedule**,
- The termination, suspension or expiry of the **life assured's** employment contract with the **policy owner(s)**, unless the provisions of Section 9.8 apply,
- The death of the **life assured**.

9.7 Interest on claims

Interest shall be payable on valid 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 9.1, 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.

9.8 If the **policy owners(s)** stops trading or enters into liquidation or administration while a claim is being paid, no further **Income Protection Benefit, Essential Activities Benefit** or **Hospital Cash Benefit** will be payable to the **policy owner(s)** under the policy.

As **benefits** are at all times payable to the **policy owner(s)** for the benefit of the **life assured**, then provided that:

- The **life assured** continues to satisfy the definition of **disability** or **incapacity**; and
- The conditions under this policy have been met (including that **premiums** have been paid as per Section 5),

any **Income Protection Benefit, Essential Activities Benefit** or **Hospital Cash Benefit** then in payment will be paid directly to the **life assured**. In this event, **we** will deduct from the **benefit** amount any taxes payable (including income tax, PRSI and Universal Social Charge).

Any payment for the **Pension Contributions** element of the **Income Protection Benefit** will however immediately cease to be paid.

10 Exclusions and Territorial Limits

In addition to any conditions or exclusions outlined in the **policy schedule** (such as exclusions for hazardous leisure activities or medical conditions which are disclosed to **us** by the **life assured** during the **application**), the following exclusions apply to the policy:

10.1 No **benefit** will be paid, and any **benefit** in payment will cease, if in our reasonable opinion **disability** or **incapacity** arises from or is aggravated by one or more of the following:

- **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 **we** reasonably consider to be relevant to the **disability** or **incapacity**, or
- Participation in a criminal act.

10.2 If a claim arises while the **life assured** is residing or travelling outside of Ireland or the United Kingdom and is admitted by **us**, 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. After this time, continuation of the relevant **benefit** payment is subject to the **life assured** returning to reside in Ireland or the United Kingdom, unless in the reasonable opinion of **our Chief Medical Officer**, the **life assured** is medically prevented from doing so.

10.3 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.

11 Taxation

We will pay any **benefit** payments directly to **you** without deducting any income tax, PRSI and Universal Social Charge in respect of the **life assured**.

If any interest is payable to **you**, as explained in Section 9.7, **we** will deduct an appropriate amount to cover any tax that may be payable before the interest is paid.

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 Executive 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.

Notwithstanding the fact that the policy may not be assigned to a third party, as stated in Section 15.6; if the **life assured** enters the employment of a new employer, that new employer may be permitted to become the new owner of this policy (the **new policy owner**), subject to the following conditions:

- **You** agree to the new employer becoming the **new policy owner** and agree to relinquish the original **policy schedule** and **policy conditions** into the possession of the **new policy owner**.
- The **new policy owner** agrees to be bound by these **policy conditions**, accepts ownership of the original **policy schedule** and **policy conditions** and also agrees to pay all future **premiums**.
- Both **you** and the **new policy owner** complete and sign a form provided by **us** to change the ownership from the **policy owner** to the **new policy owner**.
- The **life assured** consents to any transfer to the **new policy owner** of their personal data necessary for the operation of this policy, including sensitive personal data, such as medical data, submitted as part of the application process or any claims.

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 **our** 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, 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 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.

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


14 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.

15 Other Information

15.1 30 day 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.

15.2 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 **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**.


15.3 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
D02 VH29

 +353 (0)1 567 7000

 info@fspo.ie

 www.fspo.ie

15.4 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.

15.5 Ownership of this policy, including responsibility for payment of the **premiums**, may not be transferred to the **life assured**. However, subject to Section 12.1, any new employer of the **life assured** may assume ownership of the policy.

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

15.7 The laws of Ireland apply to the policy and as such, the Irish courts are the only courts which may hear any dispute.

15.8 All communications between **us** will be in English.



Royal London Ireland

47-49 St Stephen's Green, Dublin 2

T: 01 429 3333 F: 01 662 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.
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