

SPOUSE'S/PARTNER'S LIFE ASSURANCE ARRANGEMENT

This **arrangement** is issued by Unum Limited (called **Unum** in this **arrangement**) to the **policyholder** named in the **schedule**.

1. This **arrangement** consists of these paragraphs numbered 1. and 2., the attached **arrangement conditions**, the **schedule**, any proposal or supplementary proposal made to and accepted by **Unum** by or on behalf of the **policyholder**, and any special provisions or endorsements specified in writing by **Unum** and expressly stated to be incorporated into this **arrangement**.
2. In consideration of the **policyholder** paying the **premiums** to **Unum** as described in this **arrangement**, and complying with all of the other terms, conditions and provisions of this **arrangement**, **Unum** agrees to pay to the **policyholder** the **benefits** described in a **member's arrangement**, when they become payable under the terms of this **arrangement**.

These **arrangement conditions** are GLARR(SPOUSE/PARTNER)/07/2010 in use from 28/03/2014 with paragraph 8.4 revised to show **Unum** is now authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Arrangement conditions ref: GLARR(SPOUSE/PARTNER)/07/2010(FCA)

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1. INTERPRETATION

The following clarifications should be read in conjunction with the **arrangement**:

- 1.1 In the event that the terms set out in the **schedule** to this **arrangement** differ from, or contradict, anything in this **arrangement**, then the terms in the **schedule** shall prevail.
- 1.2 Unless the context clearly requires otherwise any term in the singular may be read to include the plural, and vice versa, and any term of a masculine gender may be read to include the feminine gender.
- 1.3 Where this **arrangement** contains alterations or amendments to an existing **arrangement** then this **arrangement** supersedes the previous one from the **effective date**.
- 1.4 The terms and conditions of the **arrangement** at the date of a **member's required dependant's** death will continue to determine his **benefit**.

2. DEFINITIONS

Certain terms used in this **arrangement** are expressly defined and the meanings of these terms are given in this section or in the paragraph where specifically applied. To help identify these terms they are shown in bold print throughout this **arrangement**. Where definitions relate to a particular selection (for example, the **terminal age**) the general definition of the term is given in this section and the specific element of the definition is given within the **schedule** or the **member's arrangement**.

arrangement means collectively the paragraphs numbered 1. and 2. on the first page of this document, these **arrangement conditions**, any proposal or supplementary proposal made to and accepted by Unum by or on behalf of the **policyholder**, and any special provisions or endorsements specified in writing by Unum and expressly stated to be incorporated into this **arrangement**.

arrangement accounting date means the anniversary of the **arrangement** each year, or such other date as may be agreed from time to time, in writing, between Unum and the **policyholder**. The **arrangement accounting date** applicable to this **arrangement** is specified in the **schedule**.

arrangement accounting period means whichever of the following periods is to apply:

- from the **effective date** of the **arrangement** up to the first **arrangement accounting date**.
- from one **arrangement accounting date** up to the next.
- from the **arrangement accounting date** prior to the date of termination of the **arrangement** up to and including the date of termination.

arrangement conditions means this document.

arrangement number is the number allocated to this **arrangement**. This is for reference purposes only and should be quoted on all correspondence. The **arrangement number** for this **arrangement** is specified in the **schedule**.

arrangement review date means the day on which **Unum** may revise the **premium rate** applied to this **arrangement** and vary the **arrangement** terms and conditions in accordance with paragraph 7.1. The **arrangement review date** applicable at the **effective date** of this **arrangement** is specified in the **schedule**. When the **premium rate** and/or the **arrangement** terms and conditions are revised a new **arrangement review date** will apply; this will be notified to the **policyholder** in writing.

associated policies means any other policy or policies issued by **Unum** and designated as such in the **schedule**.

benefit means an amount of benefit payable under the **arrangement**. The **benefit** in respect of a **member** is specified in that **member's arrangement**.

commencement date means the date **Unum** first assumed risk for the **arrangement** and is specified in the **schedule**.

dependent partner means the **legal spouse** of the **employee** or the partner of the **employee** with whom a financial interdependency exists and who has had the same main residence as the **employee** for more than 6 months.

effective date means the date on which the terms and conditions of the **arrangement** commence. The **effective date** of this **arrangement** is specified in the **schedule**.

employee means an individual who is gainfully and permanently employed by the **employer** as evidenced by a contract of employment.

employer means the **policyholder** and any other company, corporation, firm or organisation which is directly or indirectly controlled by, or associated with the **employer** specified in the **schedule**, and which is participating in this **arrangement** with the written approval of **Unum**.

entry date means the date on which an **employee** starts to participate in the **plan**. The **entry date** applicable to a **member** is defined within that **member's arrangement**.

legal spouse means the legal spouse or Civil Partner of the **employee**.

maximum liability limit means **Unum's** maximum liability in the event of a catastrophe, subject to the conditions of section 6. The **maximum liability limit** applicable to this **arrangement** is specified in the **schedule**.

member means an **employee** of the **employer** who has been admitted to membership under the **plan**, and who remains for the time being a **member** in accordance with all the conditions set out in both the **plan** and section 4 of this **arrangement**.

member's arrangement means the document issued from time to time by **Unum** in respect of a **member**.

member's arrangement number is the number allocated to a **member's arrangement**. This is for reference purposes only and should be quoted on all correspondence. The **member's arrangement number** applicable for a **member** is specified in that **member's arrangement**.

plan means the plan specified in the **schedule**.

policyholder means the **policyholder** specified in the **schedule**.

premium means the sums paid to **Unum** by or for the **policyholder** in return for the insurance provided in this **arrangement**.

required dependant means the type of dependant on whose death **benefit** is payable. The type of **required dependant** applicable to each **eligibility category** is defined within the **schedule**.

schedule means the schedule of the **arrangement** and comprises the General Terms, Overriding Provisions and Category Terms.

service means employment in the service of the **employer**. For the purposes of the **arrangement**, a transfer from one **employer** to another participating in the **arrangement** shall not be taken as termination of **service**.

terminal age means the age of a **member's required dependant** at which cover will cease. The **terminal age** applicable is specified in the **schedule**.

Unum means the company called Unum Limited, incorporated under the laws of England and Wales, with its registered and head office at Milton Court, Dorking, Surrey, RH4 3LZ.

3. **PREMIUMS**

This section explains about the calculation, adjustment and payment of **premium**.

3.1 **Calculation of premium**

3.1.1 **Unum** will calculate the **premium** due for each calendar month, taking into account all relevant factors, including:

- (a) The **benefits** in respect of the **members' required dependants** on the first day of the calendar month.
- (b) Any non-standard **premium** loading.
- (c) **Unum's** premium rates then in effect.

Unum will notify the **policyholder** in writing of the **premium** calculated under this section.

3.1.2 The **policyholder** shall be required by **Unum** to provide information by the end of each calendar month detailing the **members** and their **required dependants**, their levels of **benefit** and the **premium** in their respect, as at the first day of the calendar month.

Failure to provide the requested information within 2 months of the end of the calendar month shall give **Unum** the right to:

- (a) vary the terms and provisions of this **arrangement**, or
- (b) terminate the **arrangement**, or
- (c) take such other action as **Unum** determines to be appropriate including varying the level of **benefits**, altering the eligibility of an individual to be a **member**, or

(d) withhold payment of any new claim notified whilst the requested information remains outstanding.

by giving 30 days written notice to the **policyholder**.

3.2 Payment of premium

Premium is due at the end of each calendar month.

Payment of **premiums** by the **policyholder** means the **policyholder** has responsibility for collecting the **members'** contributions and remitting them to **Unum**.

If payment of **premium** is not forthcoming **Unum** may commence debt collection proceedings against the **policyholder** in accordance with paragraph 3.4.

Premium will be paid in pounds sterling (or, if different, the lawful currency of the United Kingdom) to **Unum's** head office, or at such other place as **Unum** may direct.

3.3 Premium rate revision

The **premium rate** is guaranteed from the **effective date** until the **arrangement review date**, except as provided in paragraph 3.3.1. After this time, **Unum** may revise the **premium rate**. The **arrangement review date** is stated in the **schedule**.

In accordance with paragraph 7.1, **Unum** reserves the right to vary the terms and conditions of this **arrangement** at any time the **premium rate** is revised.

3.3.1 Changes allowing early revision of the premium rate

Unum reserves the right to revise the amount of the **premium rate** at any time if:

- (a) the number of **members** or the total **benefit** in respect of all **members** is changed by more than 25% from that notified to **Unum** for the **effective date** or **arrangement accounting date** at which the **premium rate** was determined, or
- (b) a new **employer** is approved by **Unum** and the **policyholder** or an existing **employer** ceases to be approved (see definition of **employer**), or
- (c) in the opinion of **Unum** there has been a significant overall change in the occupations of the **members** or where they work, or
- (d) in the opinion of **Unum** there has been a major change in the level or basis of the tax system, or a change in legislation.

3.3.2 The revised premium rate

At the **arrangement review date** or the date that paragraph 3.3.1 is effected, the information provided in accordance with paragraph 3.1 shall be applied by **Unum** to determine the **premium rate** to apply from that date. The revised **premium rate** will be guaranteed for such period, if any, that **Unum** may decide.

If as a result of such determination the **premium rate** is revised, and a revised **premium** is payable, any further amount due from the **policyholder** shall be calculated having regard to any **premium** already paid.

Unum shall be entitled to the **premium** according to the revised **premium rate** retroactively from the **arrangement review date** or the date that paragraph 3.3.1 is effected. The **policyholder** may provide **Unum** with data as at a date no more than 3 months prior to the **arrangement review date** or the date that paragraph 3.3.1 is effected, for the purposes only of **Unum** determining the revised **premium rate** to apply from that date.

3.4 Non-payment of premiums

In the event of the **policyholder** not paying **premiums** or part of a **premium**, interest applicable or any sum which is payable, or in the event of the **policyholder** ceasing to be entitled to pay **premiums** under the **arrangement**, **Unum** shall have the right to terminate this **arrangement**. **Unum** will give the **policyholder** 14 days notice in writing of the intention to terminate.

The **policyholder** ceasing to pay **premiums** does not automatically terminate this **arrangement**. The **policyholder** is entitled to terminate this **arrangement** at any time by giving **Unum** notice in writing in advance, in accordance with paragraph 7.3.

Any outstanding **premiums** in respect of cover provided up to the date of termination of this **arrangement** will remain due.

Unum reserves the right to charge interest (of the Bank of England base rate plus 3%) and a reasonable administrative charge for late payment of any **premium**, or part **premium**, even if **Unum** has agreed not to deem the **arrangement** to have terminated.

4. MEMBERSHIP

This section explains about becoming a **member**, remaining a **member**, and the circumstances under which an **employee** ceases to be a **member**.

4.1 Eligibility for membership

4.1.1 An **employee** becomes a **member** on his **entry date** provided all the following conditions are met:

- (a) The **policyholder** has requested, and **Unum** have agreed in writing, that the **employee** may become a **member**.
- (b) The **policyholder**, **employer**, **employee** and the **employee's required dependant**, as appropriate, meet all of the special conditions, special terms, or underwriting requirements specified in writing by **Unum**.
- (c) His normal place of employment is in the United Kingdom (except that certain employment overseas may be eligible for membership under the circumstances described in paragraph 4.5). An **employee** working in the Channel Islands, the Isle of Man or Ireland will be regarded as ordinarily employed in the United Kingdom, provided his **employer** is registered in the United Kingdom, the Channel Islands or the Isle of Man.

Evidence of the **employee's required dependant's** insurability shall be required before any cover is granted.

4.2 Notification and evidence required

4.2.1 Evidence to be provided

When an **employee** in all other respects becomes eligible to become a **member**, or when there is an increase in **benefit** or a different **benefit** applies in respect of a **member**, the **policyholder** shall provide to **Unum** any information that **Unum** requires. This information may include such things as:

- (a) Proof of age.
- (b) Details of his contract of employment.
- (c) Evidence of the **employee's required dependant's** insurability.
- (d) Any other evidence which **Unum** requires in order to determine whether there is an increased risk that the **employee's required dependant** might die at any time in the future.

The cost of any medical examination and any tests (including blood tests and saliva tests) required by **Unum** will be paid for by **Unum** at the rates charged in the United Kingdom. **Unum** shall not be liable for any costs incurred by the **policyholder** or the **employee's required dependant** in attending a medical examination and any tests or in supplying any other information.

Any information requested by **Unum** will be provided in the form requested and within the time specified by **Unum**.

4.2.2 Failure to provide information

If the **policyholder** does not provide **Unum** with all of the information required under paragraph 4.2.1 within 2 months of its request, then **Unum** may take any actions which **Unum** determines to be appropriate under the particular circumstances, which may include one or more of the following:

- (a) Refuse to admit the **employee** as a **member**.
- (b) Attach special conditions or terms to the **benefit** or increase in **benefit** sought in respect of the **member's required dependant**.
- (c) Refuse to cover **benefit** in respect of the **member's required dependant**.
- (d) Refuse to cover an increase in **benefit** claimed in respect of the **member's required dependant**.
- (e) Terminate, suspend or vary the **arrangement** or the **member's arrangement**.

The **benefit**, if any, continues to be provided by this **arrangement** and no separate contract is entered into in respect of the **member**.

4.2.3 Increased risk that a **member's required dependant** might die

The information described in paragraph 4.2.1 may demonstrate to **Unum** that there is an increased risk that a **member's required dependant** might die in the future. In this case **Unum** will notify the **policyholder** in writing whether the **benefit** in respect of the **member** (or that part of the **benefit** for which the information is required) is declined or is subject to specified terms, conditions or restrictions. The **benefit**, if any, continues to be provided by this **arrangement** and no separate contract is entered into in respect of the **member**.

4.3 Termination of membership

An **employee** ceases to be a **member** on the earliest of the following:

- (a) The date they cease to be an **employee**.
- (b) The date they cease to meet the eligibility conditions of the **plan** (other than any maximum entry age or **service** requirements).
- (c) The date their **required dependant** attains the **terminal age**.
- (d) The date they die.
- (e) The date their normal place of employment ceases to be in the United Kingdom, (subject always to paragraph 4.5). Working in the Channel Islands, the Isle of Man or Ireland will be regarded as ordinarily employed in the United Kingdom, provided their **employer** is registered in the United Kingdom, the Channel Islands or the Isle of Man.
- (f) The date the **arrangement** or the **member's arrangement** is terminated.

4.4 Temporary absence from work

An **employee** who is temporarily absent from work will continue to be treated by **Unum** as a **member** for the purposes of this **arrangement** provide they continue to be declared in the membership data provided by the **policyholder** and **premiums** are paid in respect of the **member's required dependant**.

Cover will only be maintained if the **member** remains an **employee** during the period of absence.

4.5 Overseas cover and secondment

4.5.1 An **employee** who meets all the conditions for becoming and remaining a **member** except that his normal place of employment is not in the United Kingdom, is still eligible for membership if he satisfies (a) or (b) below.

- (a) He is an **employee** of a United Kingdom resident **employer** and is not seconded to another employer.

- (b) He is seconded from his United Kingdom resident **employer**, and
1. his **employer** retains control over where and for whom he will work, and
 2. there is a definite expectation on the part of both the **employer** and the individual that at the end of the secondment he will resume employment with his **employer** or will be retiring (if the period of secondment is expected to extend to his retirement date).

4.5.2 **Benefit** and **premium** in respect of a **member** who is overseas are payable in pounds sterling (or, if different, the lawful currency of the United Kingdom).

4.5.3 Re-admission after ceasing to meet any of the conditions under paragraph 4.5.1 shall be subject to the same rules and conditions applicable to a new **member**.

5. CLAIMING BENEFIT

This section explains about the payment of **benefit**, how much **benefit** will be paid and how a claim for **benefit** should be made.

5.1 Amount of benefit

Benefit becomes payable when a **member's required dependant** dies prior to attaining the **terminal age** and remains the **member's required dependant**. The amount of **benefit** payable is stated in the **member's arrangement**.

5.2 Payment of benefit

5.2.1 The **benefit** payable in respect of a **member** shall be paid to the **policyholder**.

The legal receipt by the **policyholder** or by any person, persons or corporation authorised by the **policyholder**, with the approval of **Unum**, of any monies paid by **Unum** under this **arrangement** shall be a good and sufficient discharge to **Unum**. **Unum** has no duty or obligation to see the application of any monies so paid.

5.2.2 **Benefit** may, if the **policyholder** requests and **Unum** has agreed in writing, be paid direct to the **member**.

5.2.3 **Benefit** is payable in pounds sterling (or, if different, the lawful currency of the United Kingdom) by direct credit to an account of the **policyholder** (which must be in the United Kingdom, the Channel Islands or the Isle of Man) as designated by the **policyholder** in writing. Where **benefit** is being paid direct to the **member**, the account must be an account of the **member** (which must be in the United Kingdom, the Channel Islands or the Isle of Man) and as designated by the **member** in writing.

5.2.4 If the **policyholder** fails to pay the **premium** due under the **arrangement** in any calendar month, then **Unum** shall pay no **benefit** under this **arrangement** in respect of a **member's required dependant** who died during such calendar month.

5.3 Notification and evidence required for a claim

5.3.1 Notification of death

The **member** is required to notify **Unum** in writing within 90 days of the death of the **member's dependent partner**.

If **Unum's** claim form documentation is not returned fully completed to **Unum** within 90 days of the **member's dependent partner's** death, **Unum** shall have no liability to pay **benefit** in respect of the **member's dependent partner**. However, if **Unum's** claim form documentation is returned fully completed to **Unum** after the 90 days, **Unum** shall, under its sole discretion, determine whether to consider the claim received.

Contact the Customer Care department for the appropriate forms on telephone number 01306 873243.

5.3.2 Evidence to be provided

The **member** is required to provide to **Unum** all information requested by **Unum** to investigate the claim properly. This information may include such things as:

- (a) Proof of membership.
- (b) The original death certificate of the **member's required dependant**.
- (c) Proof of the deceased being the **member's required dependant** by;
 - 1. the original marriage certificate of the **member's required dependant**; or
 - 2. the original civil partnership certificate of the **member's required dependant**; or
 - 3. evidence of financial interdependency between the **member** and their **required dependant** (as described in the definition of **required dependant**).
- (d) The original birth certificate of the **member's required dependant**.

If the date of birth previously notified to **Unum** proves incorrect, **Unum** may adjust the **benefit** or **premium** as it considers appropriate to the circumstances.

5.4 Declining a claim after failure to comply

Failure to comply with the provisions of this section 5 may entitle **Unum** to decline a claim or take such other steps as are appropriate in the circumstances, which may include an adjustment of **benefit**.

5.5 Complaint against a claim decision

In the event of the claim decision not being to the **policyholder's** satisfaction, the **policyholder** may refer the matter to the Customer Feedback Department. This is a separate Department, independent of the Claims Department that will review the claim decision afresh and in line with **Unum's** complaint handling process. The Customer Feedback Department will issue **Unum's** final decision on the claim. If the **policyholder** remains dissatisfied the Financial Ombudsman Service provides an independent dispute resolution service for eligible disputes. Where the **policyholder** remains dissatisfied with the outcome of their complaint, they can contact the Financial Ombudsman Service at the address below within 6 months of **Unum's** final decision being made. The **policyholder's** legal rights and those of the **member** are not affected if this organisation is contacted.

Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
London, E14 9SR
telephone 0845 080 1800
www.financial-ombudsman.org

6. LIMITATIONS

This section explains about the payment of **benefits**, in the event of a **catastrophe**.

6.1 Maximum liability

The maximum liability of **Unum** in respect of this **arrangement** and all other policies insured by **Unum** for the **policyholder group**, for a death or a series of deaths (irrespective of the date and place of death) attributable directly or indirectly to a **catastrophe** shall be the **maximum liability limit** (total of benefits payable in the form of a lump sum and the capital value of benefits payable in the form of an annuity). **Unum** will calculate the capital value of benefits payable in the form of an annuity.

6.2 Policyholder group

Policyholder group means the companies, entities, partnerships or pension fund trustees which are all part of the same group of companies, entities, partnerships or pension fund trustees as the **policyholder** during the period of this **arrangement** which includes but is not limited to the **policyholder** and its associated, subsidiary or affiliated companies, entities or partnerships and any pension fund trustees associated with the **policyholder** that may exist from time to time.

6.3 Catastrophe

A **catastrophe** shall be defined as one originating cause, event or occurrence or a series of related originating causes, events or occurrences, which results in more than one death, irrespective of the period of time or area over which such originating causes, events or occurrences take place. **Unum** shall be the sole judge as to what constitutes a **catastrophe**.

6.4 Allocation of benefits

Allocation of **benefits** under this **arrangement** resulting from a death or a series of deaths attributable directly or indirectly to a **catastrophe** and thus subject to the **maximum liability limit**, shall be in the chronological order of the dates upon which written notification of each death claim is received by **Unum** provided always that **Unum's** liability in respect of all such claims under the **policyholder group** shall not exceed the **maximum liability limit**. Insofar as more than one such written notification is received by **Unum** on the same day and in a total amount that would cause the **maximum liability limit** to be exceeded, **Unum** shall be entitled in its sole discretion to pay such claims on a reduced pro rata basis according to the remaining balance of the **maximum liability limit** such that **Unum's** total liability for such claims under the **policyholder group** shall not exceed the **maximum liability limit**.

7. AMENDMENT AND TERMINATION

This section contains provisions relating to the amendment or termination of the **arrangement**.

7.1 Terms of arrangement

Unum reserves the right to vary the terms and conditions of this **arrangement** at any time the **premium rate** is revised in accordance with paragraph 3.3 or from the **arrangement review date**.

Unum will give the **policyholder** 1 month's notice in writing in advance of the revised terms and conditions, unless this is not practicable in which case **Unum** will give as much notice as is possible in the circumstances.

The revision of the terms and conditions of this **arrangement** does not constitute a new contract but takes effect as a continuation of this **arrangement**, subject to the revised **arrangement** terms and conditions.

7.2 Amendment of the arrangement

The **policyholder** can request this **arrangement** be amended at any time. **Unum** may in its discretion consider amending the **arrangement** subject to the **policyholder** providing all information required by **Unum** to give the request consideration.

If **Unum** agrees to amend the **arrangement** then **Unum** will advise the **policyholder** in writing of the revised terms and conditions. The **policyholder** must confirm acceptance to **Unum** in writing of the revised terms and conditions as advised by **Unum**, though payment of the required premiums by the **policyholder** will be treated by **Unum** as acceptance of the revised terms and conditions as advised by **Unum**.

Amendment of the **arrangement** for any reason cannot pre-date the date of the **policyholder's** written acceptance of the revised terms and conditions advised by **Unum**, except at the sole discretion of **Unum**.

Unum can amend the **arrangement** in accordance with paragraph 3.1.2.

If the **arrangement** is amended the entitlement to **benefit** in respect of a **member's** **required dependant** who died prior to the amendment will be paid in accordance with the **arrangement conditions** applicable at the date of death.

7.3 Termination of the arrangement

The **policyholder** will be entitled to terminate this **arrangement** at any time by giving **Unum** notice in writing in advance.

Termination of the **arrangement** for any reason cannot pre-date the date of the **policyholder's** written notification of the termination of the **arrangement**, except at the sole discretion of **Unum**.

Unum is entitled to terminate the **arrangement** in accordance with paragraphs 3.1.2, 3.4, 7.4, 7.6 and 7.7.

The **policyholder** shall be required by **Unum** to provide information as at the date of termination in order to determine the **premium** payable in connection with the termination. If this information is not provided within 1 month of its being requested, **Unum** shall determine what **premium** is payable having regard to the information then available, and any sum or sums which had been payable to **Unum** shall remain payable.

If the **arrangement** is terminated the entitlement to **benefit** in respect of a **member's required dependant** who died prior to the termination will be paid in accordance with the **arrangement conditions** applicable at the date of death.

If the **arrangement** is terminated, no further **employee** shall become a **member** after the date of termination.

7.4 Cessation of business of the employer

7.4.1 In the event that the **employer**, stated in the **schedule**, ceases to carry on business, or if an order is made or a resolution passed for the winding up of that **employer** then the insurance under this **arrangement** shall terminate and the provisions of paragraph 7.3 will apply.

7.4.2 If the business of the **employer**, stated in the **schedule**, is assigned to or succeeded to by another person, and the new person undertakes all the duties and responsibilities of the **employer**, then provided **Unum** receives written notification and evidence of the assignment or succession which **Unum** confirms in writing as being satisfactory, the new person may continue the payment of **premium** under this **arrangement**. In this case, the new person or organisation shall take the place of and be treated for all the purposes of this **arrangement** as the **employer** stated in the **schedule**, from the date that the assignment or succession takes place.

7.5 A participating employer ceasing business

In the event that an **employer**, other than the **employer** stated in the **schedule**, ceases to carry on business or the business is assigned or succeeded to as described in paragraph 7.4, the provisions of that paragraph will apply to all **members** who were employed by that **employer** immediately prior to that event.

7.6 Minimum membership under the arrangement

This **arrangement** and the **associated policies** are issued on the basis that the minimum total number of **members** under them is 50 (or such other number of **members** as notified in writing by **Unum** to the **policyholder**). The **policyholder** undertakes to notify **Unum** in writing as soon as reasonably practicable after becoming aware that the number of **members** is to fall or has fallen below the minimum number of **members**.

Unum may in its discretion terminate the **arrangement** from the **arrangement accounting date** immediately following the number of **members** falling below the prevailing minimum number of **members**.

7.7 Amendment or termination of an associated policy

Unum has the right to terminate this **arrangement** or vary the terms, conditions and **premium rate** of this **arrangement** if any of the **associated policies** are terminated or amended, or if the policyholder of an **associated policy** fails to pay premiums under the **associated policy**.

7.8 Reinstatement of the arrangement

If the **arrangement** has been terminated it may be reinstated by **Unum**, provided that:

- (a) reinstatement of the **arrangement** shall be subject to the acceptance of such evidence of insurability as may be required by **Unum**;
- (b) the **premium rate** may be revised with effect from the date of reinstatement;
- (c) **Unum** shall not be liable for any claims whatsoever arising during the period from the date of termination to the date of reinstatement; and
- (d) payment has been made to **Unum** of such **premium** and any other charges which remain unpaid, including interest, from the date on which the **arrangement** is deemed to have been reinstated.

If **Unum** agrees to reinstate the **arrangement** then **Unum** will advise the **policyholder** in writing of the revised terms and conditions. The **policyholder** must confirm acceptance to **Unum** in writing of the terms and conditions as advised by **Unum**.

Unum reserves the right to refuse to reinstate the **arrangement**.

8. MISCELLANEOUS

This section contains miscellaneous provisions relating to the **arrangement**.

8.1 Ability to terminate a member's employment

Payments in respect of the death of a **member's required dependant** are made without thereby admitting any legal liability in respect of such death on the part of the **policyholder** and **employer** and nothing in this **arrangement** shall be taken to prejudice any right of an **employer** to terminate a **member's** employment or to create any obligation between the **employer** and **member** to keep the **member** in employment.

8.2 Law

The **arrangement** is to be construed and governed in accordance with English Law and any dispute shall be subject to the exclusive jurisdiction of the English Courts.

8.3 Special circumstances

Should there be any change in the law affecting the **arrangement**, or any other changes in circumstances which, in the opinion of **Unum** renders it impractical or impossible to give full effect to the provisions of the **arrangement**, those provisions and **benefits** confirmed may be varied by **Unum**, in writing, in such a manner as is considered appropriate to enable the provisions to take effect as early as possible.

8.4 Basis of the contract

The **arrangement** is issued on the basis of the information provided in the quotation request or specification and the application form completed by the **policyholder**, in addition to any questionnaire completed by a **member** or a **member's required dependant**.

The **arrangement** contains all the terms of the contract and **Unum** accepts liability solely in accordance with these terms.

No provision or condition of the **arrangement** may be waived or modified except by an endorsement issued by **Unum** and signed by an authorised official of **Unum**.

Unum is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. It does not give advice on its products and is not authorised to do so.

The **arrangement** is a non-investment insurance contract, does not acquire a surrender value and does not participate in the profits of **Unum**.

If **Unum** cannot meet its liabilities the **policyholder** may be entitled to compensation under the UK Financial Services and Markets Act 2000.

8.5 Data Protection Act 1998

- (a) For the purposes of the Data Protection Act 1998 **Unum** is a Joint Data Controller with the **policyholder**. Personal data and sensitive personal data are provided by the **policyholder** in order that **Unum** may decide the manner in which this data will be processed, to provide and administer a Group Life assurance policy.
- (b) **Unum** has the right to request such data as is required to quote for and administer the **arrangement**. **Unum** will record such information accurately and keep it confidential and secure and will use it solely for the purpose of quoting for, providing and administering the **arrangement** and for marketing other **Unum** products to the **policyholder**.
- (c) The **policyholder** will ensure that the data is correct at the time it is provided to **Unum** and that alterations are notified to **Unum** in reasonable time.

8.6 Trade sanction controls

Unum is entitled to terminate the **policy** and cease payment of **benefits** by giving the **policyholder** notice in writing if at any time:

- (a) the **policyholder** becomes a **restricted person**;
- (b) a change of **policyholder** (through acquisition or merger) results in the **policyholder** being a **restricted person**;
- (c) 25% or more of the beneficial ownership (eg directorships or shareholders) becomes vested in or controlled by a **restricted person**;

Unum is entitled to decline payment of **benefit** in respect of a **member** if at the time of payment of **benefit** the **member** is a **restricted person**, by giving the **policyholder** notice in writing.

restricted person means a person or entity subject to national, regional or multilateral trade or financial sanctions under applicable laws and regulations, including but not limited to persons designated as a Politically Exposed Person or high risk individual or entity or persons designated on the United States Department of the Treasury, Office of Foreign Assets Control (OFAC) List of Specifically Designated Nationals and Other Blocked Persons (including terrorists), United States State Department Non-proliferation Sanctions Lists, United States Department of Commerce Denied Parties List, Entity List or Unverified List, United Nations Financial Sanctions Lists, or the European Union or United Kingdom Bank of England Consolidated Lists of Financial Sanctions Targets, in force from time to time.

Subsequently ceasing to be a **restricted person** does not require **Unum** to reinstate the **policy** or any payments ceased or declined whilst a **restricted person**.

8.7 Complaints

Complaints in connection with this **arrangement** should be referred initially to the Intermediary who arranged it.

If the matter is not resolved satisfactorily, the complaint should be referred to:

Customer Feedback Manager,
Unum Limited,
Milton Court,
Dorking,
Surrey, RH4 3LZ
telephone 01306 887766

Your complaint will be managed by the Customer Feedback Department who will independently review the matter in line with **Unum's** complaint process and issue a final decision. If the **policyholder** remains dissatisfied, the matter may be escalated to the Financial Ombudsman Service (if eligible) at the address below. The **policyholder's** legal rights are not affected by contacting this organisation.

Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
London, E14 9SR
telephone 0845 080 1800
www.financial-ombudsman.org