

## EXCEPTED GROUP LIFE ASSURANCE POLICY

Issued by **Unum** to the **policyholder** named in the **schedule**.

Preamble

The **policy** comprises the **policy conditions**, the **schedule** (including any **endorsements**) and any **special provisions** or **notices** specified in writing by **Unum**.

The **policy** 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 **member** disclosures, and any proposal or supplementary proposal made by or on behalf of the **policyholder** to **Unum**.

In consideration of the **policyholder** paying the **premiums** to **Unum** as described herein, and complying with all of the other terms, conditions and provisions of the **policy**, **Unum** agrees to pay the **benefit** as described in the **policy**, when it becomes payable.

**Policy conditions** ref: GLEXPOL/11/2014

(introduced 21/11/2014)



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## 1. INTERPRETATION

- 1.1 The **schedule** (including any **endorsements**) and any **special provisions** or **notices** specified in writing by **Unum** form part of this **policy** and shall have effect as if set out in full in the body of the **policy**. In the event that the terms set out in the **schedule** (including any **endorsements**) and any **special provisions** or **notices** specified in writing by **Unum** differ from, or contradict, anything in these **policy conditions**, then the terms in the **schedule** (including any **endorsements**) and any **special provisions** or **notices** specified in writing by **Unum** 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.
- 1.3 Where it is stated that **Unum** will notify the **policyholder**, **Unum** may alternatively notify the **policyholder's** authorised agent, if previously agreed between **Unum** and the **policyholder** in writing.
- 1.4 Where these **policy conditions** contain alterations or amendments to existing **policy conditions** then these **policy conditions** supersede them from the **effective date**.
- 1.5 A **member** immediately prior to the **effective date** shall remain a **member** even if they do not fulfil any age or **service** requirements as specified in the **eligibility category**, provided that they:
- (a) continue to meet all the other provisions of the **eligibility conditions**, and
  - (b) do not exceed the **terminal age**
- 1.6 The terms and conditions of the **policy** at the date of a **member's** death will continue to determine the **benefit** in respect of any related claim.
- 1.7 Section headings and paragraph headings are for convenience only and are not terms or conditions of this **policy**, nor shall they have any effect on the interpretation of this **policy**.
- 1.8 Except as may be expressly and specifically set out in this **policy**, or as may be required by statute, in no circumstances whatsoever shall **Unum** be responsible or liable for, or in connection with the payment, collection or accounting of any tax due from or in respect of the **policyholder** or any **member**.



## 2. DEFINITIONS

Certain terms used in this **policy** are expressly defined and the meanings of these terms are given below. To help identify these terms they are shown in bold print throughout this **policy**. Where definitions relate to a particular selection made by the **policyholder** (for example, the **benefit**), the general definition of the term is given in this section and the specific element of the definition is also given in the **schedule**.

**Actively working** (or **actively at work**) means that a **member**:

- has not received medical advice to refrain from work and is actively undertaking their normal occupation, and
- is working the normal number of hours required by the **employer**, either at their normal place of work, or at a location to which they are required to travel for business

A **member** will be regarded as meeting the **actively at work** requirements if fully capable of so doing but either they are on annual paid leave, previously authorised by the **employer**, or because the **actively at work** requirement falls on a day the **member** is not expected to work.

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

**Associated policies benefit** means an amount of benefit payable under the **associated policies** and may be payable in the form of a lump sum or in the form of an annuity.

**Auto-enrolled** means the **auto-enrolment** of an **employee** as a member of a qualifying workplace pension arrangement of which they remain a member.

**Auto-enrolment** means a legal obligation on **employers** to automatically enrol **employees** into a qualifying workplace pension arrangement if they are not already a member of one, and to make a required level of contribution on the **employee's** behalf.

**Auto-enrolment event** means an event specified by law where **auto-enrolment** is required to take place.

**Basic annual salary** means for a **member** the annual rate of their basic pay from the **employer** prior to any salary sacrifice made by the **member** in respect of employment related benefits.

If a **member** is paid by the **employer** on an hourly basis, the annual rate of the **member's** basic pay shall be calculated as 52 times their weekly rate for a standard working week. Pay in respect of any hours worked in excess of the **member's** standard working week shall be disregarded for the purposes of

calculating their **basic annual salary**.

**Benefit** means any monetary amounts paid or payable in respect of a **member** under the **policy** and payable in the form of a lump sum. The **benefit** applicable to each **eligibility category** is specified in the **schedule**.

**Business day** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Candidate member** means an individual in an **employment relationship** who may become a **member** on meeting the **eligibility conditions**.

**Commencement date** means the date **Unum** first assumed risk for the **policy** and is specified in the **schedule**.



**Continuation of cover** means the circumstances in which cover under the **policy** continues after the date a **member** ceases to be a **member** in accordance with paragraph 4.9.1 (“Ceasing to be a **member**”). The **continuation of cover** applicable to each **eligibility category** is defined within the **schedule**.

**Discretionary entrant** means an individual who does not satisfy the **eligibility conditions** but is included as a **member** (but excludes an **early entrant** and a **late entrant**), subject to the conditions of paragraphs 4.1.3 (“**Discretionary entrant, early entrant or late entrant**”) and 4.6.6 (“**Discretionary entrant or early entrant**”).

**Discretionary opt-out** means an individual who satisfies all of the **eligibility conditions** but is excluded from being a **member**, subject to the conditions of paragraph 4.1.5 (“**Discretionary opt-out**”).

**Early entrant** means an individual whose **service** period has not yet surpassed the duration set by the **policyholder** as an **eligibility condition**, but who is included as a **member** having satisfied the conditions of paragraphs 4.1.3 (“**Discretionary entrant, early entrant or late entrant**”) and 4.6.6 (“**Discretionary entrant or early entrant**”). If a minimum **service** period is an **eligibility condition**, this is stated in the **schedule**.

**Earnings limit** means the permitted maximum as defined in Section 590C(2) of the Income and Corporation Taxes Act 1988. If the **earnings limit** applies this is stated in the **schedule** and will then apply to all **members**, except for a **member** who is not subject to the **earnings limit** and has been advised as such to **Unum** by the **policyholder** and accepted by **Unum**. From 6 April 2006 when Section 590C(2) is repealed, for the purposes of the **policy**, the **earnings limit** will continue to apply and will be calculated by **Unum** as provided for in Section 590C(2) (unless the Treasury issues communications in lieu of the orders required under Section 590C in which case the **earnings limit** will be the figure contained in those communications).

**Effective date** means the date from which the terms and **policy conditions** shown in the **schedule** apply and is specified in the **schedule**.

**Eligibility category** means those entry criteria chosen by the **policyholder** (and agreed by **Unum**) that a **candidate member** must satisfy to be considered for the **benefit** associated with the relevant category terms, as specified in the **schedule**.

**Eligibility conditions** are the conditions set out in paragraph 4.1.1 (“**New member**”) together with the various criteria as specified for an **eligibility category** which a **candidate member** must satisfy to become a member.

**Employee** means, for the purpose of this **policy**, an individual who is in an **employment relationship** with an **employer** as evidenced by a contract of employment, or other document acceptable to **Unum** such as a partnership deed or similar.

**Employer** means, for the purpose of this **policy**, the employer specified in the **schedule** 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 with the written approval of the **policyholder** and **Unum** is participating in this **policy**, and in respect of whom such approval has not been withdrawn by **Unum**.

**Employment relationship** means a relationship involving financial reward for **service** between an **employer** and a **member** who is an **employee**. For the purposes of this **policy**, an **equity partner** or **LLP member** will be regarded as in an **employment relationship** with their firm, as may be specified in the **schedule**, whereupon employment, “employer”, **employee, employer** and **service** shall be construed accordingly.



**Endorsement** means an amendment to the **schedule** issued by **Unum** to the **policyholder** after the **commencement date** and may concern an amendment to the **policy conditions**.

**Enhanced protection** will be treated as having been gained and not lost if paragraph 12 of Schedule 36 to the Finance Act 2004 applies to a **member** and has not ceased to apply to that **member**.

**Entry date** means the date on which a **candidate member** may become a **member** after fulfilling the **eligibility conditions** in accordance with paragraph 4.1.2 ("**Entry date**"). The **entry date** applicable to each **eligibility category** is specified in the **schedule**.

**Equity partner** means a full profit-sharing partner or a fixed-share partner or member (but not an **LLP member**) who shares the profits of a firm, (which shall be referred to for convenience as the **employer**) as evidenced by a partnership or similar agreement, or such other person (including a practicing barrister, in whose case their chambers or their chambers administrator will be treated for the purposes of this **policy** as the **employer**) as may be so specified in the **schedule** (who is **actively working** in this capacity).

**Extended cover member** means a **member** who is in **service** with the **employer** past the **terminal age**, but is included as a **member** subject to the conditions of paragraph 4.6.8 ("**Extended cover member**").

**Free cover limit** means the maximum **benefit** that **Unum** will provide for any **member** without the need for **medical underwriting**.

**Individual lifetime allowance** means the individual lifetime allowance as defined in Section 218 of the Finance Act 2004, relevant to a **member** with **primary protection**.

**Insured earnings** means earnings, as chosen by the **policyholder** and agreed by **Unum**, on which **benefit** is calculated and is specified in the **schedule**.

If **insured earnings** (in part or in total) refers to a specified period and the **member** has not been actively working for the whole of the period, their **insured earnings** shall be taken as the annualised value of the earnings they have received or such amount as shall be reasonably estimated by the **employer**.

**Insured earnings** are limited to the **member's** remuneration from the **employer** for their performance of the trade, profession or general role that they actively undertake for, or at, the **employer**.

**Insured earnings change date** means the date on which changes to **insured earnings** are applied to the calculation of **benefit**. The **insured earnings change date** applicable to each **eligibility category** is specified in the **schedule**.

For a new **member**, their **insured earnings** are taken at the last **insured earnings change date** or their date of joining **service** if later.

**Late entrant** means an individual who satisfies the **eligibility conditions** and who was admitted to membership under the **policy** more than 12 months after their first opportunity (and not at an **auto-enrolment** event if the **eligibility category** requires membership of a pension arrangement of the **employer**), but is included as a member, subject to the conditions of paragraphs 4.1.3 ("**Discretionary entrant, early entrant or late entrant**") and 4.6.7 ("**Late entrant**"), and has been confirmed as such in writing by **Unum** to the **policyholder**.

**Lifetime allowance** means the standard lifetime allowance as defined in Section 218 of the Finance Act 2004.

**LLP member** means a member, as defined by section 4 of the Limited Liability Partnerships Act 2000, of an **employer** which is a limited liability partnership (who is **actively working** in this capacity).



**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 **policy** is specified in the **schedule**.

**Medical underwriting** means the process whereby Unum assesses whether there is an increased risk that a **member** or **candidate member** will die in the circumstances of, and using, the information described in paragraph 4.6 ("Medical underwriting requirements") and **medically underwritten** shall be construed accordingly.

**Member** means a **candidate member** who has been admitted to membership under the **policy**, and who remains a **member** in accordance with the **eligibility conditions**.

**Minimum number of members** means 5 **members** (or 3 **members** if this **policy** was quoted for through UnumOnline) or such other number of **members** as Unum may from time to time specify by **notice in writing** to the **policyholder**.

**Minimum premium** means the minimum amount of **premium** which will be charged for a **policy accounting period**. The **minimum premium** applicable to this **policy** shall be £750 per annum or such other amount as Unum shall specify by **notice in writing** to the **policyholder**.

**Net taxable earnings** means for a **member** the average annual amount of their total net taxable earnings from the **employer** as taken into account for personal tax purposes for the specified period of time (or such shorter period as the **member** has actively worked for the **employer**).

**Notice** or **Notice in writing** means notice given in accordance with paragraphs 8.5 ("Notices") and 1.3.

**P60 earnings** means for a **member** the average annual amount of their total earnings from the **employer** for the specified number of tax years ending on the 5<sup>th</sup> April (or such shorter period as the **member** has actively worked for the **employer**) prior to any salary sacrifice made by the **member** in respect of employment related benefits.

**Pension member** means an **employee** who is a member of a pension arrangement to which the **employer** contributes.

**Plan** means the plan specified in the **schedule** established to provide relevant benefits for the **members**.

**Policy** means these **policy conditions**, the **schedule** (including any **endorsements**) and any **special provisions** or **notices** specified in writing by Unum.

**Policy accounting date** means the anniversary of the **commencement date** each year, or such other date as may be agreed from time to time, as specified in the **schedule**.

**Policy accounting period** means whichever of the following three periods is applicable:

- (a) from the **commencement date** of the **policy** up to the first **policy accounting date** or
- (b) from one **policy accounting date** up to the next or
- (c) from the last **policy accounting date** up to, and including, the date of termination of the **policy**.

**Policy conditions** means this document and any amendments to this document.

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



**Policy review date** means the day on which **Unum** may revise the **premium rate** applied to this **policy** in accordance with paragraph 3.5 (“**Premium rate** revision”) and vary the **policy** terms and conditions in accordance with paragraph 7.1 (“Amendments by **Unum**”). The **policy review date** applicable at the **effective date** of this **policy** is specified in the **schedule**. When the **premium rate** and/or the **policy** terms and conditions are revised, a new **policy review date** will apply and these will be notified to the **policyholder** in writing.

**Policyholder** means the representative or organisation named as the policyholder in the **schedule**.

**Pre-existing condition** means any medical condition for which the **member** received treatment, care or services (including diagnostic measures), or took prescribed drugs or medicines during the 5 years prior to the date the **member** is eligible to become a **member** or is eligible for a **benefit** increase, as appropriate.

**Premium** means the monies charged by **Unum** to the **policyholder** in return for the insurance provided in this **policy**.

**Premium rate** means the annual rate of **premium** for each £1,000 of **benefit** covered under the **policy**.

**Primary protection** will be treated as having been gained and not lost if paragraph 7 of Schedule 36 to the Finance Act 2004 applies to a **member** and has not ceased to apply to that **member**.

**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 as described in the Money Laundering Regulations 2007, 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.

**Retail prices index (RPI)** means the United Kingdom General Index of Retail Prices.

**Schedule** means the **schedule** of the **policy** which comprises General Terms, Overriding Provisions and Category Terms in respect of each **eligibility category** and **endorsements**. The **schedule** sets out certain selections the **policyholder** has made concerning the options available for matters such as, for example, the level of **benefit**.

**Service** means the **employment relationship** between the **member** and an **employer**. For the purposes of the **policy**, a transfer of **service** from one **employer** to another **employer** in the **policy** shall not be taken as termination of **service**.

**Special provision** means an agreement between **Unum** and the **policyholder** for cover that differs from that shown in the **schedule** and/or the **policy conditions** to be provided by **Unum** on a temporary basis until an agreed date, as specified in writing by **Unum**.

**Temporary absence period** means the length of time that **benefit** is maintained for a **member** who is temporarily absent from work subject to the conditions of paragraph 4.7 (“Temporary absence from work”). The **temporary absence period** applicable for each **eligibility category** is specified in the **schedule**.



**Terminal age** means for each **member** the age at which they will cease to be a **member** and the **terminal age** applicable for each **eligibility category** is specified in the **schedule**.

If a **member** is on a fixed-term contract or engagement, they will cease to be a **member** on whichever of the following first occurs:

- (a) attaining the **terminal age**, or
- (b) the conclusion of the fixed-term contract

If an **extended cover member**, they will cease to be an **extended cover member** on whichever of the following first occurs:

- (c) attaining age 75, or
- (d) the date they cease to be in an **employment relationship** with the **employer**

The renewal or extension of a fixed-term contract during a period of temporary absence (as described in paragraph 4.7 ("Temporary absence from work")) will not qualify the **member** or **extended cover member** for continued cover under this **policy**.

**Total earnings** means for a **member** the average annual amount of their total earnings from the **employer** for the specified period of time (or such shorter period as the **member** has actively worked for the **employer**) prior to any salary sacrifice made by the **member** in respect of employment related benefits.

**Trustee** means the trustee(s) as specified in the trust deed or any amendments thereto governing the **plan**.

**TUPE employee** means an **employee** whose contract of employment was transferred to the **employer** under TUPE regulations on the date the **employer** acquired the business of the **employee's** previous employer, and:

- (a) prior to the transfer the **employee's** contract of employment provided Group Life Assurance Cover with the same parameters as set out under the relevant Category Terms in the **schedule**
- (b) the **employee** has remained in the continuous **service** of the **employer** since the transferral of their contract of employment

Membership under an **eligibility category** for **TUPE employees** precludes membership under any other **eligibility category**.

**Unit rate** means a single **premium rate** which is applied to all **benefits** covered under the **policy** to calculate the **premium** due.

**United Kingdom (UK)** means for the purpose of this **policy**, England, Northern Ireland, Scotland, Wales, the Channel Islands and the Isle of Man.

**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

### 3.1 Calculation of premium

#### 3.1.1 Calculation basis

Unum will calculate the **premium** due for each **policy accounting period**, taking into account all relevant factors, including:

- (a) The **benefits** for all **members** on the first day of the **policy accounting period**
- (b) Any non-standard **premium** loading
- (c) The **premium rate** or **premium rates** then in effect
- (d) The **minimum premium**

Unum will notify the **policyholder** in writing of the **premium**.

#### 3.1.2 Information required for premium calculation

The **policyholder** shall, upon Unum's request, provide such information as Unum reasonably requires as at the **policy accounting date** and the day immediately preceding the **policy accounting date**.

The information provided as at the day immediately preceding the **policy accounting date** shall be used to calculate the **premium** payable in respect of the **policy accounting period** ending on that date.

The information provided as at the **policy accounting date** shall be used to calculate the **premium** payable in respect of the **policy accounting period** commencing on that date.

Failure to provide the requested information within 2 months after the **policy accounting date** (or, if later, within 1 month after receipt of Unum's request for the same) shall give Unum the right to:

- (a) vary the terms and provisions of this **policy**, and/or
- (b) terminate the **policy**, and/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**

by giving 30 days **notice in writing** to the **policyholder**.

### 3.2 Payment of premium

**Premium** is due at the **commencement date** and at each subsequent **policy accounting date** and at such other times as Unum may specify in accordance with paragraph 3.3 ("Deposit **premium**") and/or paragraph 3.4 ("Adjustment of **premium**") and/or paragraph 3.5.1 ("Changes allowing early revision of the **premium rate**").

**Premium** must be paid from a **United Kingdom** bank account in pounds sterling (or, if different, the lawful currency of the **United Kingdom**) by the **policyholder**

### 3.3 Deposit premium

If the complete information required by Unum for any **policy accounting period** is not available to it, Unum may use its reasonable discretion to calculate and invoice for a deposit **premium** until such information is available. The deposit **premium** will be based on such information as Unum may have or the **policyholder** can reasonably provide, including Unum's estimate of the total **benefit** in respect of all **members** and prospective **members**, the appropriate **premium rate** applicable to the **policy**, and any other relevant matters. Use of any estimate or assumption by Unum will not prevent Unum using a different figure or rate when it finally establishes the **premium** due.



After the calculation of the actual **premium** for this **policy**, then:

- (a) if the deposit **premium** for any **policy accounting period** proves to have been more than the **premium**, **Unum** will refund the excess to the **policyholder**, or
- (b) if the deposit **premium** for any **policy accounting period** proves to have been less than the **premium**, **Unum** will provide the **policyholder** with an invoice detailing the amount of the deficit and of the date or dates of payment.

Where a refund of **premium** is payable, **Unum** may offset the refund against premiums due under another policy of the **policyholder** with **Unum** after **Unum** has given 14 days **notice in writing** to the **policyholder**.

### 3.4 [Adjustment of premium](#)

**Unum** may at any time (but normally at the next **policy accounting date**) calculate an adjustment to the **premium** to take account of any changes which occurred during any previous **policy accounting period**. Such changes would include, for example, any change in the **benefit** in respect of any **member**, or the number of **members**.

The **policyholder** must notify **Unum** in writing as soon as reasonably practicable of any such changes. **Unum** will notify the **policyholder** of any additional **premium** to be paid, or of any refund to be made to the **policyholder**.

No refund of **premium** will be due to the **policyholder** for the non-coverage of any **member** who has acted in breach of the **policy** provisions or who has not provided information as reasonably required by **Unum**.

Where a refund of **premium** is payable, **Unum** may offset the refund against premiums due under another policy of the **policyholder** with **Unum** after **Unum** has given 14 days **notice in writing** to the **policyholder**.

### 3.5 [Premium rate revision](#)

The **premium rate** is guaranteed from the **effective date** until the **policy review date**, except as provided in paragraph 3.5.1 ("Changes allowing early revision of the **premium rate**"). On or after this date, **Unum** may revise the **premium rate**.

In accordance with paragraph 7.1 ("Amendments by **Unum**"), **Unum** reserves the right to vary the terms and conditions of this **policy** at any time the **premium rate** is revised.

#### 3.5.1 [Changes allowing early revision of the premium rate](#)

**Unum** reserves the right to revise 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 30% from that notified to **Unum** for the **effective date** or the **policy accounting date** at which the **premium rate** was determined, and/or

- (b) a new **employer** is approved by **Unum** and the **policyholder** or an existing **employer** ceases to be approved by **Unum** (under the definition of **employer**), and/or
- (c) there has been a significant overall change in the occupations of the **members** or where they work

The **policyholder** must notify **Unum** in writing as soon as reasonably practicable of any such changes.

If there has been a material change in the data provided at inception from the data that was provided for the quotation for this **policy**, then **Unum** reserves the right to change the **premium rate** at the **commencement date**.

**Unum** further reserves the right at the **policy accounting date** on which, or next following which, the number of **members** covered under the **policy** falls below 20 to cease calculating the **premium** using a **unit rate**.

In the case of any such revision, **Unum** will give **notice in writing** to the **policyholder**.



### 3.5.2 [The revised premium rate](#)

At any date that a revised **premium rate** is due, the information provided in accordance with paragraph 3.1.2 (“Information required for **premium** calculation”) shall be applied by **Unum** to determine the **premium rate** and any revised **premium** will take effect from that date. The revised **premium rate** will be guaranteed for such period, if any, that **Unum** may decide.

If a revised **premium rate** results in a revised **premium**, any amount payable will be calculated taking into account any **premium** already paid.

The **policyholder** may provide **Unum** with data as at a date no more than 3 months prior to the **policy review date** or the date that any revision under paragraph 3.5.1 (“Changes allowing early revision of the **premium rate**”) takes effect, for the sole purpose of calculating the revised **premium rate**.

### 3.6 [Non-payment of premiums](#)

In the event of the **policyholder**:

- (a) not paying **premiums** or part of a **premium**; and/or
- (b) not paying interest applicable; and/or
- (c) not paying any other sum which is due

then in addition to paragraph 5.4.4 (“Unpaid **premium**”), **Unum** shall have the right to terminate this **policy** upon giving 14 days

**notice in writing** to the **policyholder**.

The **policyholder** ceasing or failing to pay **premiums** does not automatically terminate this **policy**.

In respect of a **policy** where **premiums** have not been paid from the **commencement date**, **Unum** shall have the right to terminate this **policy** with effect from the **commencement date** and no cover will be deemed to have been provided.

If payment of **premium** is not forthcoming, **Unum** reserves the right to commence debt collection proceedings against the **policyholder**.

**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**, whether or not **Unum** has terminated the **policy**.



## 4. MEMBERSHIP

### 4.1 Eligibility for membership

#### 4.1.1 New member

A **candidate member** becomes a **member** on the **effective date** if all the following conditions, as well as those set out in the **eligibility category** within the **schedule**, are met:

- (a) They satisfy the requirements of paragraph 4.8 (“Overseas cover and secondment”) if applicable.
- (b) The **policyholder** has provided in full to **Unum’s** satisfaction the information described in paragraph 4.2 (“Membership information to be provided”)

Provisions relating to the **medical underwriting** of a new **member** are set out in paragraphs 4.6.1 (“New **member** – **benefit** does not exceed **Unum’s free cover limit**”) and 4.6.2 (“New **member** – **benefit** exceeds **Unum’s free cover limit**”).

If the **eligibility category** requires membership of a pension arrangement of the **employer**, then the **candidate member** must have joined the pension arrangement either within 12 months of first being able to do so or at a subsequent **auto-enrolment event**, to satisfy that eligibility requirement. A **candidate member** who joins the pension arrangement more than 12 months from first being eligible to do so and not at an **auto-enrolment event** will be a **late entrant**

and treated in accordance with paragraph 4.6.7 (“**Late entrant**”).

#### 4.1.2 Entry date

Unless otherwise agreed in writing with **Unum** a **candidate member** who did not meet all the conditions set out in paragraph 4.1.1 (“**New member**”) on the **effective date** will become a **member** on the **entry date** coinciding with, or immediately following, the date on which they meet the **eligibility conditions**.

The **entry date** applicable to each **eligibility category** is shown within the **schedule** as follows:

entry date	meaning
daily	the day
monthly	the first day of a month
quarterly	the <b>policy accounting date</b> or the date 3, 6, or 9 months thereafter
half-yearly	the <b>policy accounting date</b> or the date 6 months thereafter
annual	the <b>policy accounting date</b>
closed	no further individual shall become a <b>member</b> after the date specified in the <b>schedule</b>

#### 4.1.3 Discretionary entrant, early entrant or late entrant

A **discretionary entrant, early entrant** or **late entrant** may be covered if each of the following conditions are met:

- (a) The **policyholder** requests, and **Unum** has agreed in writing, that cover can be provided under the **policy** in respect of the individual; and
- (b) The **policyholder, employer** and either the **discretionary entrant, early entrant** or **late entrant**, as appropriate, meets all of the special conditions, special terms and **medical underwriting** requirements specified in writing by **Unum**

Provisions relating to the **medical underwriting** of a **discretionary entrant** or an **early entrant** are set out in paragraph 4.6.6 (“**Discretionary entrant** or **early entrant**”).

Provisions relating to the **medical underwriting** of a **late entrant** are set out in paragraph 4.6.7 (“**Late entrant**”).



#### 4.1.4 [Extended cover member](#)

An **extended cover member** may be covered if the **policyholder** has requested, and **Unum** has agreed in writing, that cover can be provided under this **policy** in respect of such individuals.

Provisions relating to the **medical underwriting** of an **extended cover member** are set out in paragraph 4.6.8 ("**Extended cover member**").

An individual who joins service after the **terminal age** may become an **extended cover member**. In this case reference to being **actively at work** on the **terminal age** is construed as being **actively at work** on the date of joining **service** after the **terminal age**.

An **extended cover member** with a fixed-term contract or engagement which ceases before age 75 may remain an **extended cover member** if they have a new fixed-term contract of employment or engagement to a later date. In this position, the individual is treated as joining **service** after the **terminal age**.

An **extended cover member** will automatically cease to be a **member** and all **benefit** for such a **member** will automatically cease on their attaining age 75, without further notice, if such **benefit** has not already ceased.

**Extended cover members** may be administered by **Unum** under a separate policy record, which does not represent a separate contract.

#### 4.1.5 [Discretionary opt-out](#)

A **candidate member** who meets all the conditions set out in paragraph 4.1.1 ("New member") may be regarded as a **discretionary opt-out** and excluded from being a **member** if the **policyholder** requests, and **Unum** has agreed in writing, that the individual is excluded from being a **member**.

**Unum** reserves the right to revise the **premium rate** and vary the terms and conditions of this **policy** when a **discretionary opt-out** is requested.

Admission to membership after being a **discretionary opt-out** shall be subject to the same rules and conditions applicable to a **discretionary entrant**.

#### 4.2 [Membership information to be provided](#)

The **policyholder** shall notify **Unum** in writing, in such form and at such times as **Unum** may request, of all **candidate members** who meet the **eligibility conditions**. Failure to do so shall give **Unum** the right to:

- (a) vary the terms and provisions of this **policy**, and/or
- (b) terminate the **policy**, and/or

- (c) take such other action as **Unum** determines to be appropriate, which may include reducing **Unum's free cover limit**, and/or varying the level of **benefit**, and/or altering the eligibility of individuals to be **members**, and/or
- (d) withhold payment of any new claim notified while the requested information remains outstanding

by giving 30 days **notice in writing** to the **policyholder**.

The **policyholder** should notify **Unum** immediately a **member's benefit** exceeds the **free cover limit** so **medical underwriting** can be arranged.

If the information provided is incomplete or inaccurate or misleading, then **Unum** shall have the above rights and in addition, **Unum** may limit or refuse to consider or pay a claim and/or revise the **premium** charged for a **candidate member** who is not accurately declared in the information.



#### 4.3 [Free cover limit](#)

**Unum's free cover limit** will be provided for a member, except in the following particular circumstances in this **policy** where it is said that **Unum's free cover limit** will not apply:

- (a) 4.3 ("**Free cover limit**")
- (b) 4.1.3 ("**Discretionary entrant, early entrant, or late entrant**")
- (c) 4.5.1 ("**Members** who were insured with a different basis of cover immediately prior to the **commencement date**")
- (d) 4.5.2 ("**Members** who were insured on the same basis of cover immediately prior to the **commencement date**")
- (e) 4.6.6 ("**Discretionary entrant, early entrant or late entrant**")

The level of **Unum's free cover limit** may change from time to time if **Unum** so determines and any change will be notified to the **policyholder** in writing. **Unum** may also withdraw the **free cover limit** if the **policyholder** does not adhere to the **eligibility conditions** of the **policy**.

**Unum's free cover limit** is automatically removed if there are fewer than the **minimum number of members**.

If **Unum** determines that the **free cover limit** shall be reduced or withdrawn, the level of **benefit** which applied to a **member** before the reduction or withdrawal became effective shall continue to apply to that **member**.

If **Unum** increases the **free cover limit**, the increased level will apply to all **members** who are **actively at work** on the date of the increase (and in the case of a **member** not **actively at work**, when they subsequently return to work and are **actively working**). Any **premium** loading in respect of such a **member** will be calculated on any **benefit** in excess of **Unum's** increased **free cover limit**, and a **member** already subject to restricted terms will automatically have cover increased to the lower of their unrestricted **benefit** and **Unum's** new **free cover limit**, except that the increased **free cover limit** does not apply where the **free cover limit** does not apply to a **member** and they had **benefit** declined or restricted, or acceptance of **benefit** has been postponed.

When assessing whether the **benefit** exceeds **Unum's free cover limit**, all **benefit** in respect of the **member** under this **policy** and any **associated policies benefit** will be taken into account. Any **benefit** paid in the form of an annuity will be converted to an equivalent lump sum as determined by **Unum** and included in the assessment.

**Unum's free cover limit** does not apply to any **member** in an **eligibility category** with fewer than 3 **members**, except where otherwise agree in writing by **Unum**.

#### 4.4 [Temporary cover pending medical underwriting](#)

Where provided for under paragraphs 4.5 ("**Members** previously insured with another

insurer") and 4.6 ("**Medical underwriting requirements**"), temporary cover for **benefit** (or any part of **benefit**) in the process of being **medically underwritten** by **Unum** will be provided in respect of death which is not related to a **pre-existing condition**. The temporary cover is provided for a period of 3 months (or, if earlier, until the completion of **medical underwriting**) from the date the **member** is eligible to become a **member** or is eligible for a **benefit** increase, as appropriate, subject to the following conditions:

- (a) **Unum's free cover limit** is greater than nil, and
- (b) The **member** is **actively at work**, and
- (c) The **member** is not a **discretionary entrant, early entrant, late entrant or extended cover member**, and
- (d) The **member** is not already subject to any special or restricted terms

Temporary cover is limited so the total **benefit** does not exceed £3,000,000 (or such other amount as **Unum** shall decide and notify to the **policyholder**). When assessing whether the **benefit** exceeds £3,000,000, all **benefit** in respect of the **member** under this **policy** and any **associated policies benefit** will be taken into account. Any **benefit** paid in the form of an annuity will be converted to an equivalent lump sum as determined by **Unum** and included in the assessment.



4.5 [Members previously insured with another insurer](#)

4.5.1 [Members who were insured with a different basis of cover immediately prior to the commencement date](#)

If immediately prior to the **commencement date** a **member** was, in **Unum's** reasonable opinion, insured under a group life assurance policy with a different basis of cover to this **policy**, they will be covered as follows:

- (a) Where a free cover limit was applied to the **member** by the previous insurer, they will be treated as a new **member** in accordance with either paragraph 4.6.1 ("New **member – benefit** does not exceed **Unum's free cover limit**") or 4.6.2 ("New **member – benefit** exceeds **Unum's free cover limit**"), as appropriate
- (b) Where a free cover limit was not applied to the **member** by the previous insurer and that **member** did not have benefit declined or restricted or accepted subject to a **premium** loading or acceptance of their benefit postponed by the previous insurer, they will be treated as a new **member** and covered in accordance with either paragraph 4.6.1 ("New **member – benefit** does not exceed **Unum's free cover limit**") or 4.6.2 ("New **member – benefit** exceeds **Unum's free cover limit**"), as appropriate

- (c) Where a free cover limit was not applied to the **member** by the previous insurer and that **member** had benefit declined or restricted or accepted subject to a **premium** loading or acceptance of their benefit postponed by the previous insurer, **Unum** will accept the previously insured level of benefit on underwriting terms that are no worse than those provided by the previous insurer subject to:

1. Where any part of the **benefit** had a previous premium loading greater than +400% extra mortality, this part of the **benefit** will be **medically underwritten** as an increase in accordance with paragraph 4.6.5 ("**Benefit** increase and the existing **benefit** exceeds **Unum's free cover limit**"), but **Unum's free cover limit** and temporary cover pending **medical underwriting** does not apply
2. Any increase over the previously insured level of benefit will be **medically underwritten** in accordance with paragraph 4.6.5 ("**Benefit** increase and the existing **benefit** exceeds **Unum's free cover limit**"), but **Unum's free cover limit** and temporary cover pending **medical underwriting** does not apply

While **Unum** will accept cover on the same terms, the monetary amount of **premium** may differ.



4.5.2 Members who were insured on the same basis of cover immediately prior to the commencement date

If immediately prior to the **commencement date** a **member** was, in **Unum's** reasonable opinion, insured under a group life assurance policy with the same basis of cover as this **policy**, then **Unum** will accept the previously insured level of benefit in respect of each **member**, subject to the following provisions:

- (a) Where the **member** had benefit accepted at ordinary rates by the previous insurer following underwriting:
1. **Unum** will cover the previously insured level of benefit at ordinary rates
  2. Any increase over the previously insured level of benefit will be **medically underwritten** in accordance with paragraph 4.6.3 ("**Benefit** increase where the total **benefit** does not exceed **Unum's free cover limit**"), 4.6.4 ("**Benefit** increase so it exceeds **Unum's free cover limit** for the first time") or 4.6.5 ("**Benefit** increase and the existing **benefit** exceeds **Unum's free cover limit**"), as appropriate

- (b) Where the **member** had benefit accepted at ordinary rates by the previous insurer where underwriting was not required:
1. **Unum** will cover the previously insured level of benefit at ordinary rates up to the previous insurer's free cover limit or up to 125% of **Unum's free cover limit**, if lower. Any excess **benefit** will be **medically underwritten** as an increase in accordance with paragraph 4.6.5 ("**Benefit** increase and the existing **benefit** exceeds **Unum's free cover limit**")
  2. Any increase over the previously insured level of benefit will be **medically underwritten** in accordance with paragraph 4.6.3 ("**Benefit** increase where the total **benefit** does not exceed **Unum's free cover limit**"), 4.6.4 ("**Benefit** increase so it exceeds **Unum's free cover limit** for the first time") or 4.6.5 ("**Benefit** increase and the existing **benefit** exceeds **Unum's free cover limit**"), as appropriate

- (c) Where a free cover limit was applied to the **member** by the previous insurer and the **member** had benefit accepted subject to a **premium** loading or declined or restricted or had acceptance of benefit postponed by the previous insurer:
- Unum** will cover **benefit** up to **Unum's free cover limit** at ordinary rates and any previously insured level of benefits in excess of **Unum's free cover limit** will be covered on underwriting terms that are no worse than those provided by the previous insurer, subject to:
1. **Unum** will cover at ordinary rates any portion of the **benefit** accepted by the previous insurer at ordinary rates where underwriting was not required up to the previous insurer's free cover limit or up to 125% of **Unum's free cover limit**, if lower. Any excess **benefit** will be accepted on underwriting terms that are no worse than those provided by the previous insurer.
  2. Where any part of the **benefit** had a previous premium loading greater than +400% extra mortality, this part of the **benefit** will be **medically underwritten** as an increase in accordance with paragraph 4.6.5 ("**Benefit** increase and the existing **benefit** exceeds **Unum's free cover limit**"), but **Unum's free cover limit** and temporary cover pending **medical underwriting** does not apply



3. Any increase over the previously insured level of benefit will be **medically underwritten** in accordance with paragraph 4.6.3 (“**Benefit** increase where the total **benefit** does not exceed **Unum’s free cover limit**”), 4.6.4 (“**Benefit** increase so it exceeds **Unum’s free cover limit** for the first time”) or 4.6.5 (“**Benefit** increase and the existing **benefit** exceeds **Unum’s free cover limit**”), as appropriate, but temporary cover pending **medical underwriting** does not apply in respect of the increase which exceeds **Unum’s free cover limit**

While **Unum** will accept cover on the same terms, the monetary amount of **premium** may differ.

- (d) Where a free cover limit was not applied to the **member** by the previous insurer and the **member** had benefit accepted subject to a premium loading or declined or restricted or had acceptance of benefit postponed by the previous insurer:

**Unum** will cover the previously insured level of benefit on underwriting terms that are no worse than those provided by the previous insurer, subject to:

1. Where any part of the **benefit** had a previous premium loading greater than +400% extra mortality, this part of the **benefit** will be **medically**

**underwritten** as an increase in accordance with paragraph 4.6.5 (“**Benefit** increase and the existing **benefit** exceeds **Unum’s free cover limit**”), but **Unum’s free cover limit** and temporary cover pending **medical underwriting** does not apply

2. Any increase over the previously insured level of benefit will be **medically underwritten** in accordance with paragraph 4.6.5 (“**Benefit** increase and the existing **benefit** exceeds **Unum’s free cover limit**”) but **Unum’s free cover limit** and temporary cover pending **medical underwriting** does not apply

While **Unum** will accept cover on the same terms, the monetary amount of **premium** may differ.

- (e) **Member** has **benefit** in excess of **Unum’s free cover limit** and their principal residence is outside the European Union.

**Unum** will require details of the **member’s** residence and employment for **Unum** to consider whether to grant cover.

- (f) Maximum levels

**Unum** will cover previously insured levels of benefit up to a maximum of £4,000,000. Any **benefit** above

£4,000,000 will be **medically underwritten** as an increase in accordance with paragraph 4.6.5 (“**Benefit** increase and the existing **benefit** exceeds **Unum’s free cover limit**”), but **Unum’s free cover limit** and temporary cover pending **medical underwriting** does not apply.

When assessing whether the **benefit** exceeds £4,000,000, all **benefit** in respect of the **member** under this **policy** and any **associated policies benefit** will be taken into account. Any **benefit** paid in the form of an annuity will be converted to an equivalent lump sum as determined by **Unum** and included in the assessment.



#### 4.6 Medical underwriting requirements

Where **benefit** in respect of a **member** is to be **medically underwritten**, **Unum** will consider the terms (if any) upon which the **member** and any **benefit** are to be covered. **Unum** reserves the right to decline or postpone cover, and/or impose special terms or restrictions.

The maximum **benefit** which can be granted by **Unum** for any **member** is £15,000,000.

When assessing within this paragraph 4.6 whether a **benefit** exceeds a particular figure, all **benefit** in respect of the **member** under this **policy** and any **associated policies benefit** will be taken into account. Any **benefit** paid in the form of an annuity will be converted to an equivalent lump sum as determined by **Unum** and included in the assessment.

The **policyholder** must ensure that the evidence and/or information in relation to a **member**, as reasonably requested by **Unum** as detailed below, is provided to **Unum**.

**Unum** may require information, including the following **member** information where **medical underwriting** is required:

- (a) Proof of age
- (b) Evidence of the average number of hours per week worked in their usual occupation
- (c) Details of their contract of employment or partnership agreement, as appropriate

- (d) Evidence of state of health
- (e) Any other evidence including lifestyle information (for example participation in hazardous sports), to determine whether there is an increased risk that the **member** might die at any time in the future

The evidence and information required may vary if the **member** was previously insured as set out in paragraph 4.5 ("**Members** previously insured with another insurer").

If any information provided indicates that there is an increased risk that a **member** might die in the future, **Unum** will give the **policyholder notice in writing** as to whether the **benefit** in respect of the **member** (or that part of the **benefit** for which the information is required) is declined, or postponed, and/or subject to special terms or restrictions.

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**, **candidate member** or **member** in connection with attending a medical examination and/or undergoing any tests and/or supplying any other information.

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

#### Failure to provide information

If **Unum** does not receive all of the evidence and information required within the time specified by **Unum**, or at the latest within 2 months of it being requested, then **Unum** may (by **notice in writing**) take any action which it determines to be appropriate under the particular circumstances, which may include one or more of the following:

- (a) refuse to admit the **candidate member** as a **member**, and/or
- (b) attach special conditions or terms to the **benefit** or increase in **benefit** sought in respect of the **member**, and/or
- (c) refuse to cover **benefit** in respect of the **member**, and/or
- (d) refuse to cover an increase in **benefit** claimed in respect of the **member**, and/or
- (e) terminate, suspend or vary the **benefit** in respect of the **member**



**4.6.1 New member - benefit does not exceed Unum's free cover limit**

Where a new **member's** proposed **benefit** does not exceed **Unum's free cover limit**, **benefit** is provided with no **medical underwriting**, subject to the **member** being **actively at work** on the day they become a **member**.

If not **actively at work** on the day they become a **member**, then the **member's** proposed **benefit** (not exceeding **Unum's free cover limit**) is provided with no **medical underwriting** from the next day they satisfy the requirements of paragraph 4.6.9 ("Not **actively at work**"). An increase may apply under the provisions in paragraph 4.7 ("Temporary absence from work").

**4.6.2 New member - benefit exceeds Unum's free cover limit**

Where a new **member's** proposed **benefit** will exceed **Unum's free cover limit**:

- (a) **Benefit** is provided up to **Unum's free cover limit** with no **medical underwriting**, subject to the **member** being **actively at work** on the day they became a **member**
- (b) **Medical underwriting** is required in respect of that part of the **benefit** which exceeds **Unum's free cover limit**, unless **Unum** determines otherwise
- (c) Temporary cover is provided in respect of the part of the **benefit** which exceeds

**Unum's free cover limit** for up to 3 months from the date of becoming a **member**, provided the **member** is **actively at work**, subject always to the conditions of temporary cover pending **medical underwriting** as set out in paragraph 4.4 ("Temporary cover pending **medical underwriting**")

- (d) Once **medical underwriting** has been completed and **Unum** has agreed to insure any **benefit** above **Unum's free cover limit**, any restrictions relating to temporary cover will no longer apply
- (e) No cover is provided in respect of that part of the **benefit** which exceeds **Unum's free cover limit** from the date that **Unum** declines to insure any such **benefit**

If not **actively at work** on the day they become a **member**, then the provisions of this paragraph 4.6.2 will apply from the next day they satisfy the requirements of paragraph 4.6.9 ("Not **actively at work**") as if it was the day they became a **member**. An increase may apply under the provisions in paragraph 4.7 ("Temporary absence from work").

**4.6.3 Benefit increase where the total benefit does not exceed Unum's free cover limit**

Where a **member's** proposed increase in **benefit** will not result in their total **benefit** exceeding **Unum's free cover limit**:

- (a) The existing **benefit** for that **member** will remain covered
- (b) The proposed increase in **benefit** will be covered provided the **member** is **actively at work** on the day of the proposed increase

If the **member** is not **actively at work** on the day of the proposed increase in **benefit**, then the **member's** proposed increase in **benefit** (not exceeding **Unum's free cover limit**) is provided with no **medical underwriting** from the next day they satisfy the requirements of paragraph 4.6.9 ("Not **actively at work**"). An increase may apply under the provisions in paragraph 4.7 ("Temporary absence from work").



#### 4.6.4 [Benefit increase so it exceeds Unum's free cover limit for the first time](#)

Where a **member's** proposed increase in **benefit** will result in their total **benefit** exceeding **Unum's free cover limit** for the first time:

- (a) The existing **benefit** for that **member** will remain covered
- (b) That part of the increase in **benefit** which takes the **benefit** up to **Unum's free cover limit** will be covered, provided the **member** is **actively at work** on the day of the proposed increase
- (c) **Medical underwriting** is required in respect of that part of the proposed **benefit** which exceeds **Unum's free cover limit**, unless **Unum** determines otherwise
- (d) Temporary cover is provided in respect of the **benefit** which exceeds **Unum's free cover limit** for up to 3 months from the effective date of the **benefit** increase, provided the **member** is **actively at work** on that day, subject always to the conditions of temporary cover pending **medical underwriting** as set out in paragraph 4.4 ("Temporary cover pending **medical underwriting**")

- (e) Once **medical underwriting** has been completed and **Unum** has agreed to insure any **benefit** above **Unum's free cover limit**, any restrictions solely relating to temporary cover will no longer apply
- (f) No cover is provided in respect of that part of the **benefit** which exceeds **Unum's free cover limit** from the date that **Unum** declines to insure any such **benefit**

If the **member** is not **actively at work** on the day of the proposed increase in **benefit**, then the provisions of this paragraph 4.6.4 will apply from the next day they satisfy the requirements of paragraph 4.6.9 ("Not **actively at work**") as if it was the effective date of the proposed increase in **benefit**. An increase may apply under the provisions in paragraph 4.7 ("Temporary absence from work").

#### 4.6.5 [Benefit increase and the existing benefit exceeds Unum's free cover limit](#)

Where a **member** whose existing **benefit** exceeds **Unum's free cover limit** has a proposed increase in **benefit**:

- (a) The existing **benefit** for that **member** will remain covered on the existing terms
- (b) **Medical underwriting** is required for the proposed increase in **benefit**, unless **Unum** determines otherwise

- (c) Temporary cover is provided in respect of the proposed **benefit** increase for up to 3 months from the effective date of the **benefit** increase, provided the **member** is **actively at work** on that day, subject always to the conditions of temporary cover pending **medical underwriting** as set out in paragraph 4.4 ("Temporary cover pending **medical underwriting**")
- (d) Once **medical underwriting** has been completed and **Unum** has agreed to insure the **benefit** increase, any restrictions solely relating to temporary cover will no longer apply
- (e) No cover is provided in respect of the **benefit** increase from the date that **Unum** declines to insure the increase

If the **member** is not **actively at work** on the day of the proposed increase in **benefit**, then the provisions of this paragraph 4.6.5 will apply from the next day they satisfy the requirements of paragraph 4.6.9 ("Not **actively at work**") as if it was the effective date of the proposed increase in **benefit**.



#### 4.6.6 Discretionary entrant or early entrant

A **discretionary entrant** or an **early entrant** may be a **member** if the **policyholder** has requested it and **Unum** has agreed in writing, subject to the following:

- (a) **Medical underwriting** is required for the whole **benefit**, unless **Unum** determines otherwise
- (b) No temporary cover pending **medical underwriting** is provided
- (c) The **policyholder**, **employer** and the **discretionary entrant** or **early entrant** (as appropriate), meet all of the special conditions, special terms and **medical underwriting** requirements specified in writing by **Unum**
- (d) Any **benefit** and/or restricted terms that **Unum** may decide to insure or apply in respect of the **member** has been notified by **Unum** giving **notice in writing** to the **policyholder**

A proposed increase in **benefit** in respect of a **discretionary entrant** or **early entrant** will be treated either:

1. Where the **member's benefit** has been accepted by **Unum** subject to special or restricted terms, as in paragraph 4.6.5 (**Benefit** increase and the existing **benefit** exceeds the **free cover limit**) but the **free cover limit** is nil, or

2. Where the **member's benefit** has been accepted by **Unum** without any special or restricted terms, as in paragraph 4.6.3 (**Benefit** increase where the total **benefit** does not exceed **Unum's free cover limit**"), 4.6.4 (**Benefit** increase so it exceeds **Unum's free cover limit** for the first time") or 4.6.5 (**Benefit** increase and the existing **benefit** exceeds **Unum's free cover limit**") as appropriate

An **early entrant** will be treated as a new **member** as in paragraph 4.6.1 ("New **member – benefit** does not exceed **Unum's free cover limit**") or 4.6.2 ("New **member – benefit** exceeds **Unum's free cover limit**") as appropriate, depending whether **benefit** exceeds **Unum's free cover limit**, if they are joining at their first opportunity as documented in their contract of employment.

#### 4.6.7 Late entrant

A **late entrant** may be a **member** if the **policyholder** has requested it and **Unum** has agreed in writing, subject to the following:

- (a) **Medical underwriting** requirements depend on how long after their first opportunity the **candidate member** actually joins the **policy**:
  1. if less than 12 months after their first opportunity, they are treated as a new **member** as paragraph 4.6.1 ("New **member – benefit** does not exceed **Unum's free cover limit**") or 4.6.2 ("New **member – benefit** exceeds **Unum's free cover limit**") as appropriate, depending whether **benefit** exceeds **Unum's free cover limit**
  2. if 12 months or more after their first opportunity, they are treated as a new **member** as in paragraph 4.6.1 ("New **member – benefit** does not exceed **Unum's free cover limit**") or 4.6.2 ("New **member – benefit** exceeds **Unum's free cover limit**") as appropriate, depending whether **benefit** exceeds **Unum's free cover limit**, in this circumstance if the **free cover limit** is greater than £250,000 it is considered to be £250,000



- (b) **Benefit up to Unum’s free cover limit** is covered provided the **member** is **actively at work**
- (c) No temporary cover pending **medical underwriting** is provided
- (d) Any **benefit** and/or restricted terms that **Unum** may decide to insure or apply in respect of the **member** has been notified by **Unum** giving **notice in writing** to the **policyholder**

A proposed increase in **benefit** in respect of a **late entrant** will be treated either:

1. Where the **member’s benefit** has been accepted by **Unum** subject to special or restricted terms, as in paragraph 4.6.5 (**Benefit** increase and the existing **benefit** exceeds the **free cover limit**) but the **free cover limit** is nil, or
2. Where the **member’s benefit** has been accepted by **Unum** without any special or restricted terms, as in paragraph 4.6.3 (**Benefit** increase where the total **benefit** does not exceed **Unum’s free cover limit**”), 4.6.4 (**Benefit** increase so it exceeds **Unum’s free cover limit** for the first time”) or 4.6.5 (**Benefit** increase and the existing **benefit** exceeds **Unum’s free cover limit**”) as appropriate

#### 4.6.8 [Extended cover member](#)

Cover after the **terminal age** is provided on the basis for selected individuals, in accordance with paragraph 4.6.8.1, where the **policyholder** has not already requested to **Unum** in writing that cover is to continue under the **policy** for all in **service** after the **terminal age**.

Cover for an **extended cover member** ceases on attaining age 75, if not already ceased earlier.

An individual who joins **service** after the **terminal age** may become an **extended cover member** subject to the conditions of paragraph 4.6.8.1 or 4.6.8.2 as appropriate. In this position references to being **actively at work** are read as being **actively at work** on their date of joining **service**.

An **extended cover member** with a fixed-term contract which ceases before age 75 can remain an **extended cover member** if they have a new fixed-term contract of employment to a later date. In this position the individual is treated as joining **service** after the **terminal age**.

#### 4.6.8.1 [Selected individuals](#)

The **policyholder** can request to **Unum** in writing for cover to be continued under the **policy** for a selected individual in **service** after the **terminal age** subject to the same requirements as a **discretionary entrant** as in paragraph 4.6.6 (**Discretionary entrant** or **early entrant**”).

#### 4.6.8.2 [All individuals](#)

An individual may become an **extended cover member** before their 70<sup>th</sup> birthday and their existing **benefit** will remain covered on the existing terms – provided, if there are fewer than 20 **members** covered under the **policy**, the individual is **actively at work** on the **terminal age**.

Cover ceases at age 70 - however an individual may become, or continue to be, an **extended cover member** from their 70<sup>th</sup> birthday and cover will be provided as follows:

- (i) That part of their **benefit** up to **Unum’s free cover limit** is covered – provided, if there are fewer than 20 **members** covered under the **policy**, the individual is **actively at work** on their 70<sup>th</sup> birthday
- (ii) **Medical underwriting** is required in respect of that part of their **benefit** which exceeds **Unum’s free cover limit**
- (iii) No temporary cover pending **medical underwriting** is provided
- (iv) **Benefit** granted by **Unum** is fully covered, unless stated otherwise in **Unum’s** acceptance notification



If there are fewer than 20 **members** covered under the **policy** and the **member** is not **actively at work** on the **terminal age** or their 70<sup>th</sup> birthday, then the provisions of this paragraph 4.6.8.2 will apply when they have returned to work and been **actively working** for a continuous period of 5 working days.

A proposed increase in **benefit** in respect of an **extended cover member** will be treated either:

1. Where the **extended cover member's benefit** has been accepted by **Unum** subject to special or restricted terms, as in paragraph 4.6.5 (**Benefit** increase and the existing **benefit** exceeds the **free cover limit**) but the **free cover limit** is nil, or
2. Where the **extended cover member's benefit** has been accepted by **Unum** without any special or restricted terms, as in paragraph 4.6.3 ("**Benefit** increase where the total **benefit** does not exceed **Unum's free cover limit**"), 4.6.4 ("**Benefit** increase so it exceeds **Unum's free cover limit** for the first time") or 4.6.5 ("**Benefit** increase and the existing **benefit** exceeds **Unum's free cover limit**") as appropriate

#### 4.6.9 Not actively at work

A **candidate member** or **member** who is not **actively at work** will be treated as meeting the **actively at work** requirement when they have returned to work and been **actively working** for a continuous period of 5 working days.

If there are 20 **members** or more, they are treated as meeting the **actively at work** requirement on the day they return to work and are **actively working**. The requirement to be **actively at work** is waived at the **commencement date** in respect of previously insured levels of benefit, if immediately prior to the **commencement date** the **members** were insured on the same basis of cover (previously self-insured are treated the same as if previously insured).

If there are 100 **members** or more, the **actively at work** requirement is waived. This waiver of the **actively at work** requirements does not apply to a **late entrant** or an **extended cover member**.

The number of **members** is taken at the date the requirement to be **actively at work** applies.

#### 4.7 Temporary absence from work

##### 4.7.1 Cover during temporary absence

Subject to paragraphs 4.7.2 ("**Extended cover member** temporarily absent") to 4.7.4 ("Cover ceasing during temporary absence") inclusive, a **member** who is temporarily absent from work will continue to be treated by **Unum** as a **member**:

- (a) for the **temporary absence period**, commencing from the first day of the absence but not exceeding the **terminal age**, where the **member** is temporarily absent from work due to ill-health
- (b) for the duration of any period of statutory absence including maternity leave, paternity leave, adoption leave or parental leave, where such period of absence is taken in accordance with the relevant legislation
- (c) for the **temporary absence period**, commencing from the first day of the absence but not exceeding the **terminal age**, for any unpaid leave, including a sabbatical, compassionate leave or absence due to any reason other than in (a) or (b) above, as authorised by the **employer**, but only where the **employer** has given written consent to the **member** for the absence within a reasonable period of time from the start of the absence and where such written consent also states the expected date of return to work, or



- (d) for any period the **member** is called up as a regular reservist, a volunteer reservist or seconded to work that **Unum** agree is of national importance

For a **member** on a fixed-term contract or engagement, the renewal or extension of the **member's** contract of employment during a period of temporary absence (as described above) will not qualify the **member** for continued cover under this **policy**.

#### [4.7.2 Extended cover member temporarily absent](#)

An **extended cover member** will continue to be treated by **Unum** as an **extended cover member** if temporarily absent from work as set out in paragraph 4.7.1 ("Cover during temporary absence"), with references to **member** being read as **extended cover member**.

#### [4.7.3 Insured earnings during temporary absence](#)

During temporary absence under paragraph 4.7.1 ("Cover during temporary absence"), a **member's insured earnings** are:

- (a) their **insured earnings** on the day before the start of temporary absence. However, for any period of absence under paragraph 4.7.1 ("Cover during temporary absence"), (a) or (b), their **insured earnings** will be increased during the absence in line with any general pay increases made by the **employer**, up to a maximum of 5.0% per

annum compounded annually, or

- (b) if the **actively at work** requirement is waived in line with paragraph 4.6.9 ("Not **actively at work**"), the greater of the amount in sub-paragraph (i) above and their **insured earnings** on the day before they die

The **benefit** will not be increased to a level which exceeds either **Unum's free cover limit** or, if greater, the **member's** existing **benefit** accepted by **Unum** as applicable on the day before the start of the **member's** absence.

If **benefit** is a flat amount, the **benefit** payable is the **benefit** applicable on the day before the start of the **member's** absence.

#### [4.7.4 Cover ceasing during temporary absence](#)

Cover in respect of a **member** who is temporarily absent from work under paragraph 4.7.1 ("Cover during temporary absence"), or 4.7.2 ("**Extended cover member** temporarily absent") will be maintained only if the **member** remains in an **employment relationship** with the **employer** during the period of absence.

Cover will cease for a **member** who is absent for a period of time longer than applicable under paragraph 4.7.1 ("Cover during temporary absence"), or 4.7.2 ("**Extended cover member** temporarily absent") and in such circumstances any re-admission of a **member** shall be subject to the same rules and conditions applicable to a new **member**.

## [4.8 Overseas cover and secondment](#)

### [4.8.1 Overseas cover \(outside the United Kingdom\)](#)

A **candidate member** or **member** who meets all the conditions for becoming and remaining a **member** and who resides outside the **United Kingdom** and/or whose normal place of employment is outside the **United Kingdom**, is still eligible for membership if either (a) or (b) below is satisfied.

- (a) They are in an **employment relationship** with an **employer** domiciled in the **United Kingdom**.
- (b) They are in an **employment relationship** with an **employer** domiciled outside the **United Kingdom** and the **employer** is not the **employer** specified in the **schedule** (but is participating in this **policy**, with the written approval of **Unum** and is controlled by the **employer** specified in the **schedule** who is domiciled in the **United Kingdom**)

A **candidate member** or **member** who resides outside the **United Kingdom** and/or has their normal place of employment outside the **United Kingdom**, is not eligible for membership if their **employer** is resident outside the **United Kingdom** and their **employer** is the **employer** specified in the **schedule**.



#### [4.8.2 Secondment](#)

A **candidate member** or **member** who meets all the conditions for becoming and remaining a **member** and who is seconded from their **employer** is still eligible for membership if:

- (a) the **employer** retains control over where and for whom they will work, and
- (b) there is written confirmation between the **employer** and the **candidate member** or **member** that at the end of the secondment the **candidate member** or **member** will resume work with the **employer** in the **United Kingdom** or will be retiring (if the period of secondment is expected to extend beyond the **candidate member** or **member's** retirement date)

Individuals who are seconded to an **employer** are not eligible for membership under this **policy**.

#### [4.8.3 Non-sterling](#)

**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**). Where a **member's insured earnings** are not paid in pounds sterling, any **benefit** will be calculated using the pounds sterling equivalent of the **member's insured earnings** using the same exchange rate used by the **policyholder** at the preceding **policy accounting date**.

#### [4.8.4 Re-admission](#)

Re-admission of a former **member** after their ceasing to meet any of the conditions prescribed under paragraph 4.8.1 ("Overseas cover (outside the **United Kingdom**)") or 4.8.2 ("Secondment") shall be subject to the same rules and conditions applicable to a new **member**.

#### [4.9 Termination of membership](#)

##### [4.9.1 Ceasing to be a member](#)

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

- (a) The date they cease to be in an **employment relationship** with the **employer**, or
- (b) The date the **member** ceases to meet the **eligibility conditions** (other than any maximum entry age or **service** requirements), or
- (c) The date the **member** attains the **terminal age**, or
- (d) The date they cease to satisfy the requirements in paragraph 4.8 ("Overseas cover and secondment") if overseas or on secondment, or
- (e) The date the **policy** is terminated, or

- (f) The date the **member** fails to return to **actively working** following a period of temporary absence as per paragraph 4.7 ("Temporary absence from work"), or
- (g) The date the **member** dies

##### [4.9.2 Continuation of cover](#)

In the event of paragraph 4.9.1 ("Ceasing to be a **member**") (a) or (b) applying a **member** may continue to be a **member** under the **policy** if the circumstances provided for in **continuation of cover** apply to the **member**.

##### [4.9.3 Continuing as an extended cover member](#)

On ceasing to be a **member** by attaining the **terminal age**, a **member** may become an **extended cover member** subject to the conditions of paragraphs 4.1.4 and 4.6.8 ("**Extended cover member**").



## 5. CLAIMING BENEFIT

### 5.1 Entitlement for payment of benefit

**Benefit** is payable in respect of a **member** on the **member's** death. The amount of **benefit** payable in respect of a **member** is stated in the **schedule**.

Data periodically provided by the **policyholder** to **Unum** must accurately declare the **member's** details. If data provided is not accurate, **Unum** is entitled to consider a claim on the lower of the **member's** declared details or on the correct details of the circumstance.

### 5.2 Notification required for a claim

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

If **Unum's** fully completed claim form documentation is not received within 90 days of the **member's** death, **Unum** shall have no liability whatsoever to pay **benefit** in respect of the **member**. If fully completed claim form documentation is received by **Unum** after the 90 days, **Unum** shall in its sole discretion determine whether to consider the claim received, but **Unum** shall be under no obligation to do so, nor to pay any **benefit**.

The **policyholder** may contact **Unum's** Customer Care department for the appropriate claims forms on telephone number 01306 873243 or through such other contact details as **Unum** may advise.

Claim forms are also available at [www.unum.co.uk/claims](http://www.unum.co.uk/claims).

### 5.3 Evidence required for a claim

In order for any **benefit** to be payable in respect of the death of a **member**, the **policyholder** must provide sufficient evidence, information and access to information, including, but not limited to, that set out in paragraph 5.3.1 ("Information required") to satisfy **Unum** that a claim is valid, in accordance with the requirements imposed and/or requests made by **Unum** from time to time. Failure to provide or unreasonable delay in providing such evidence, information or access to information will entitle **Unum** to decline payment of **benefit** in respect of any claim.

**Unum** is not responsible for any errors or omissions from any information or evidence provided to it from any source and the **policyholder** is solely responsible for any errors or omissions in the information or evidence it provides.

### 5.3.1 Information required

**Unum** may at any time or times request all and any information as it sees fit which is to be provided to **Unum** within any reasonable period specified by **Unum** in order for **Unum** to properly assess a claim. Such information may include, but is not limited to:

- (a) The **member's** original death certificate
- (b) Proof of membership
- (c) Evidence of the **member's** earnings
- (d) The **member's** original birth certificate or an original Association of British Insurers Birth Certificate Verification Form (unless the **policyholder** provides satisfactory written confirmation that they have verified the **member's** date of birth for employment or pension scheme purposes)
- (e) **Unum's** claim form documentation, fully completed



## 5.4 Payment of benefit

### 5.4.1 Payee

The **benefit** payable in respect of a **member** under this **policy** shall be paid to the **trustee**, unless otherwise specifically provided in this **policy**.

To the extent permitted by regulations the receipt by the **trustee** (or with the agreement of **Unum** by any person, persons or corporation authorised by the **trustee**, none of which shall acquire any rights in respect thereof against **Unum**, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) of any monies paid by **Unum** under this **policy** shall be a good and sufficient discharge of **Unum** in respect of such monies and in no circumstances will **Unum** have any liability to any other person in respect of such monies. **Unum** has no duty or obligation to any person to oversee, direct or advise upon the application of any monies so paid.

### 5.4.2 Sterling payment by direct credit

**Benefit** is payable in pounds sterling or, if it is different, the lawful currency of the United Kingdom. Payment shall be made by direct credit to an account of the **trustee** (which must be held in the **United Kingdom**) as designated by the **trustee** in writing to **Unum**.

### 5.4.3 Unpaid premium

If the **policyholder** fails to pay the **premium** which falls due under the **policy** in any **policy accounting period** in accordance with the provisions of section 3 (“**PREMIUMS**”), then **Unum** shall have no liability to pay any **benefit** under this **policy** with respect to a **member** who died during such **policy accounting period**.

### 5.5 Declining a claim after failure to comply

Without prejudice to any specific provisions in this section 5 (“**CLAIMING BENEFIT**”), any failure on the part of the **policyholder** to comply with any of the provisions of this section 5 (“**CLAIMING BENEFIT**”) shall entitle **Unum** to decline a claim or take such other steps as are appropriate in the circumstances, which may include an adjustment of **benefit**, upon **Unum** providing a reasonable period of notice to the **policyholder** of its intention to do so, and giving the **policyholder**, where practicable, the opportunity to remedy the failure within that period.

## 5.6 Complaint against a claim decision

In the event of any claim decision not being to the **policyholder’s** satisfaction, the **policyholder** may refer the matter to **Unum’s** Claims Complaints Team. This is a separate department, independent of the Claims Department that will review the claim decision afresh and in line with **Unum’s** policy for handling complaints. The Claims Complaints Team will issue **Unum’s** final decision on the claim. If the **policyholder** remains dissatisfied, the **policyholder** and/or **member** has the right to refer the complaint to the Financial Ombudsman Service which provides an independent dispute resolution service for eligible complaints. The **policyholder’s** legal rights and those of the **member** are not affected if the Financial Ombudsman Service is contacted.

Financial Ombudsman Service,  
Exchange Tower,  
London, E14 9SR  
Telephone 0300 123 9123 or 0800 023 4567  
[www.financial-ombudsman.org](http://www.financial-ombudsman.org)



## 6. LIMITATIONS

### 6.1 Maximum liability

The maximum liability of **Unum** in respect of this **policy** 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.

Where the **catastrophe** is a **travel incident** the maximum liability of **Unum** will be limited to the lower of:

- (a) the **maximum liability limit**, or
- (b) £25,000,000 or, if higher, the total of the 4 largest benefits payable by **Unum** in respect of those who died in the **travel incident**.

### 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 **policy** 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 Travel incident

A **travel incident** shall be defined as one originating cause, event or occurrence or a series of related originating causes, events or occurrences, where **members** of the **policyholder group** are **travelling on business** together in a single vehicle, 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 **travel incident**.

**Travelling on business** means a **member** is undertaking a journey which is either related to their work for the **employer** or paid for by the **employer** and includes any journey related to incidental holiday taken in conjunction with the trip. **Travelling on business** may involve a **member** in a series of journeys taken consecutively, though refreshment/convenience breaks are regarded as part of the same journey when continuing in the same vehicle.

A journey means a **member** is travelling by vehicle from one place to another (or returning to the same place) and for example, but not exhaustively, starting from and ending at any combination of the following:

- Normal residence
- Normal place of business
- Transport terminals eg railway stations and airports
- Overnight accommodation eg hotels and B&Bs
- A temporary place of business
- Another company's premises
- Training facilities
- Conference facilities
- Entertainment venues eg restaurants, night clubs and sports grounds

A direct journey to/from the **member's** normal residence to/from the **member's** normal place of business is not regarded as **travelling on business**.



## 6.5 Allocation of benefits

Allocation of **benefits** under this **policy** 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

### 7.1 Amendments by Unum

**Unum** may amend the terms and conditions of this **policy** as it sees fit:

- (a) at the **policy review** date, and/or
- (b) at any time the **premium rate** may be revised in accordance with paragraph 3.5 (“**Premium rate** revision”), and/or
- (c) in accordance with paragraph 3.1.2 (“Information required for **premium calculation**”) or 4.2 (“Membership information to be provided”), and/or
- (d) if any change in legislation, or new legislation impacts the **premium rate** and/or the payment of any **benefit**, and/or
- (e) if there is any change in the tax system, including changes in taxation rates which may directly or indirectly affect the **policy**

Such revised terms and conditions will be binding on the **policyholder** upon the expiry of at least 1 months **notice in writing** given by **Unum** to the **policyholder** in advance of the revision of such terms and conditions, unless such **notice** is not practicable, in which case **Unum** will give as much **notice** as is practicable in the circumstances, and the revised terms and conditions will take effect accordingly.

If the **policy** is amended pursuant to the above, the terms and conditions of the **policy** in respect of a **member** who died prior to the amendment will continue to be those in force at the date of death.

Any revision of terms and conditions will not constitute the formation of a new contract.

### 7.2 Amendments by the policyholder at any time

The **policyholder** may request that this **policy** be amended at any time and **Unum** may consider so amending the **policy** subject to the **policyholder** providing all related information as is required by **Unum**.

If **Unum** agrees to amend the **policy** in accordance with, or in response to, such a request, then **Unum** will advise the **policyholder** in writing of its revised terms and conditions and **premium rate**, but without prejudice to paragraph 7.1 (“Amendments by **Unum**”). These will not be binding unless the **policyholder** has confirmed their acceptance to **Unum** by **notice in writing**, although any subsequent payment of the required **premiums** by the **policyholder** will be sufficient for this purpose and will be treated by **Unum** as acceptance of the revised terms and conditions and **premium rate** as advised by **Unum**.

Amendment of the **policy** at the **policyholder’s** request under this paragraph 7.2, for any reason, cannot take effect prior to the date of the **policyholder’s notice in writing** accepting the revised terms and conditions and **premium rate** advised by **Unum**, other than as provided herein or by mutual agreement as evidenced in writing.

If the **policy** is amended pursuant to the above, the terms and conditions of the **policy** in respect of a **member** who died prior to the amendment will continue to be those in force at the date of death.



### 7.3 Termination of the policy

The **policyholder** will be entitled to terminate the **policy** at any time by giving **Unum notice in writing** in advance but such termination of the **policy**, for any reason, cannot be effective before the date of receipt of the **policyholder's notice in writing** of termination by **Unum**, except at **Unum's** sole discretion.

**Unum** is entitled to terminate the **policy** in accordance with the provisions of this **policy**, in particular paragraphs 3.1.2 ("Information required for **premium** calculation"), 3.6 ("Non-payment of **premiums**"), 4.2 ("Membership information to be provided"), 7.4 ("Cessation of business of the **policyholder**"), 7.5 ("Non-assignment"), 7.7 ("Minimum membership under the **policy**"), 7.8 ("Termination or amendment of an **associated policy**") and 7.9 ("Trade sanction controls").

In any event, the **policyholder** is required to provide **Unum** with all requested information as at the date of termination in order for **Unum** to determine the **premium** payable as at termination. If this information is not so provided within 1 month of it being requested, **Unum** shall determine what **premium** is payable having regard to the information then available to it and invoice the **policyholder** accordingly without prejudice to any sum or sums which had been, or may be, payable to **Unum** which shall remain payable.

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

If the **policy** is terminated pursuant to the above, the terms and conditions of the **policy** in respect of a **member** who died prior to the termination will continue to be those in force at the date of death.

### 7.4 Cessation of business of the policyholder

In the event that the **policyholder**:

- (a) ceases to carry on business, or
- (b) suspends, or threatens to suspend payment of its debts, or
- (c) is unable to pay its debts as they fall due or admits inability to pay its debts, or
- (d) (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or
- (e) (being a partnership) has any partner to whom any of the foregoing apply, or
- (f) in the event that the **policyholder** commences negotiations with all classes or any class of its creditors with a view to rescheduling any of its debts, or
- (g) makes a proposal for, or enters into, any compromise or arrangement with its creditors (other than, in the case of a company, for the sole purpose of a scheme for a solvent amalgamation of the **policyholder** with one or more other companies or the solvent reconstruction of the **policyholder**), or

- (h) in the event that a petition is filed, a notice is given, a resolution is passed, or an order is made, for, or in connection with, the winding up of the **policyholder** (being a company), other than for the sole purpose of a scheme for a solvent amalgamation of the **policyholder** with one or more other companies or the solvent reconstruction of the **policyholder**, or
- (i) in the event that an application is made to court, or an order is made, for the appointment of an administrator, over the **policyholder** (being a company), or
- (j) if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the **policyholder** (being a company), or
- (k) in the event that the holder of a qualifying floating charge over the assets of the **policyholder** (being a company) has become entitled to appoint or has appointed an administrative receiver, or
- (l) in the event that a person becomes entitled to appoint a receiver over the assets of the **policyholder** or a receiver is appointed over the assets of the **policyholder**, or
- (m) in the event that the **policyholder** (being an individual) is the subject of a bankruptcy petition or order, or



- (n) in the event that a creditor or encumbrance of the **policyholder** attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the **policyholder's** assets and such attachment or process is not discharged within 14 days, or
- (o) if any event occurs, or proceeding is taken, with respect to the **policyholder** in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the foregoing events, or
- (p) in the event that the **policyholder** suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business, or in the event there is a change of control of the **policyholder** (within the meaning of section 1124 of the Corporation Tax Act 2010)

then this **policy** shall terminate automatically without notice and the provisions of paragraph 8.3 ("Termination of the **policy**") will take effect.

If the **policy** is terminated pursuant to the above, the terms and conditions of the **policy** in respect of a **member** who died prior to the termination will continue to be those in force at the date of their death.

#### [7.5 Non-assignment](#)

This **policy** may not be assigned unless expressly agreed in writing by **Unum** prior to any assignment taking place. Failure to give **Unum notice in writing** in advance will entitle **Unum** to terminate the **policy**.

#### [7.6 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 otherwise satisfies any of the conditions relating to insolvency etc in paragraph 7.4 ("Cessation of business of the **policyholder**"), then the terms of paragraph 7.4 ("Cessation of business of the **policyholder**") will apply, but only in respect of the **members** employed by that **employer**.

#### [7.7 Minimum membership under the policy](#)

The **policyholder** must 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** and **Unum** may at its discretion terminate the **policy** with effect from the **policy accounting date** which next follows the number of **members** falling below the prevailing **minimum number of members**.

#### [7.8 Termination or amendment of an associated policy](#)

**Unum** may, upon giving 30 days **notice in writing** to the **policyholder**, terminate this **policy** or vary the terms and conditions and **premium rate** of this **policy** at any time after any **associated policies** are terminated or amended, or if the policyholder of an **associated policy** fails to pay premiums which are due under that **associated policy**.



### 7.9 [Trade sanction controls](#)

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

- (a) an **employer** becomes a **restricted person**, or
- (b) beneficial ownership (such as directorships or shareholders) becomes vested in or controlled by a **restricted person**, or
- (c) a **trustee** becomes a **restricted person**, or
- (d) the **employer**, in any way in the opinion of **Unum**, has exposed or may expose **Unum** to the risk of being or becoming subject to any sanction, prohibition or adverse action in any form whatsoever by the government of the United Kingdom, and/or the United States of America or by the United Nations, European Commission or Council of the European Union

If **Unum** has elected to terminate this **policy** or cease payment of **benefit** in accordance with the above, the subsequent ceasing of any person to be a **restricted person** does not oblige **Unum** to reinstate the **policy** or to make or continue any payments which ceased or were declined while they were a **restricted person**.

### 7.10 [Reinstatement of the policy](#)

If the **policy** has been terminated by **Unum** otherwise than under paragraph 7.4 ("Cessation of business of the **policyholder**"), **Unum** may, without any obligation on its part and at **Unum's** sole discretion, reinstate the **policy**, but the following minimum conditions for **Unum** to consider this must all be met:

- (a) any **medical underwriting** requirements which **Unum** may have imposed have been fulfilled in respect of all **members** whose **benefit** exceeds **Unum's free cover limit** or who are subject to any special terms or provisions, and
- (b) reinstatement of any **member** shall be subject to their being **actively at work** on the date of reinstatement, and
- (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 all **premium** and any other charges which remain unpaid

If **Unum** so agrees to reinstate the **policy**, then **Unum** will advise the **policyholder** in writing of any change to the **premium rate** and/or revised terms and conditions which shall be effective from the reinstatement date, provided that the **policyholder** has confirmed acceptance by **notice in writing**.

For the avoidance of doubt, **Unum** reserves the right to refuse to reinstate a terminated **policy**.



## 8. MISCELLANEOUS

### 8.1 [Ability to terminate a member's employment](#)

All payments in respect of the death of a **member** are made by **Unum** without there being any admission of any legal liability in respect of such death on the part of the **policyholder** and/or **employer**. Nothing in this **policy** shall prejudice any right of an **employer** to terminate a **member's** employment nor to create any obligation between the **employer** and **member** to keep the **member** in employment.

### 8.2 [Law](#)

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

### 8.3 [Regulatory](#)

**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. **Unum** has given no advice to the **policyholder** on the suitability of this product for its needs and **Unum** therefore does not accept any responsibility should the product prove to be unsuitable. It is the responsibility of the **policyholder** to take appropriate financial, legal

and tax advice to ensure that this **policy** meets its particular needs.

The **policy** has no surrender value.

Third Party Rights under the Contracts (Rights of Third Parties) Act 1999 do not apply.

### 8.4 [Data Protection Act 1998](#)

- (a) For the purposes of the Data Protection Act 1998 **Unum** is a data controller. 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 **policy**. **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 **policy** 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

- (d) **Unum** shall only process, transfer or permit access to any personal data outside of the European Economic Area in compliance with applicable data protection legislation

### 8.5 [Notices](#)

Subject to paragraph 1.3 any **notice** given to a party under or in connection with this **policy**:

- (a) shall be in writing and in English from an authorised representative of the party giving **notice** to an authorised representative of the other party
- (b) shall be sent by post, email or fax, and
- (c) unless proved otherwise, is deemed received as set out below and prepared and sent in accordance with this paragraph 8.5

A party may change its contact details by giving **notice** in accordance with this paragraph 8.5, the change taking effect for the party notified of the change at 9am on the later of:

- the date, if any, specified in the **notice** as the date upon which the change comes into effect, or
- the date seven days after deemed delivery of the **notice**



The following table sets out:

- (i) delivery methods for sending a **notice** to a party under this **policy**, and
- (ii) for each delivery method, the corresponding delivery date and time when delivery of the **notice** is deemed to have taken place, provided that all other requirements in this paragraph 8.5 have been satisfied

Delivery method	Deemed delivery date and time
Delivery by hand	On signature of a delivery receipt or at the time the <b>notice</b> is left at the address
Prepaid first class post or recorded delivery post or other next working day delivery service providing proof of postage or proof of delivery	9am on the second <b>business day</b> after posting or at the time recorded by the delivery service, whichever is earlier
Prepaid second class post	9am on the third <b>business day</b> after posting
Fax	At the time of transmission
Email	Acknowledgement by the receiving party

For the purpose of the foregoing and calculating deemed delivery:

- (a) all references to time are to local time in the place of deemed delivery, and
- (b) if deemed delivery would occur in the place of deemed delivery not on a **business day**, deemed delivery is deemed to take place at 9am on the next **business day** when business next starts

This paragraph 8.5 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

#### 8.6 [Non Waiver](#)

No failure or delay by **Unum** to exercise any right or remedy provided under this **policy** or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

#### 8.7 [Complaints](#)

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

If the matter is not resolved satisfactorily, the complaint should be referred to the Technical Complaints Team at:

Customer Feedback,  
Unum Limited,  
Milton Court,  
Dorking,  
Surrey, RH4 3LZ  
Telephone 01306 887766  
[customer.feedback@unum.co.uk](mailto:customer.feedback@unum.co.uk)

The complaint will be independently reviewed in line with **Unum's** complaint process. 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,  
Exchange Tower,  
London, E14 9SR  
Telephone 0300 123 9123 or 0800 023 4567  
[www.financial-ombudsman.org](http://www.financial-ombudsman.org)