



# Life Assurance Policy

GLNREGPOL/08/2010

## LIFE ASSURANCE POLICY

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

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

## POLICY CONDITIONS

1. INTERPRETATION
2. DEFINITIONS
3. PREMIUMS
  - 3.1. Calculation of **premium**
  - 3.2. Payment of **premium**
  - 3.3. Deposit **premium**
  - 3.4. Adjustment of **premium**
  - 3.5. **Premium rate** revision
  - 3.6. Non-payment of **premiums**
4. MEMBERSHIP
  - 4.1. Eligibility for **member**
  - 4.2. Notification and evidence required
  - 4.3. Not used
  - 4.4. Temporary cover pending underwriting
  - 4.5. Previously insured
  - 4.6. Underwriting and granting of **benefit** and **benefit** increases
  - 4.7. Termination of **benefit**
  - 4.8. Temporary absence from work
  - 4.9. Overseas cover and secondment
5. CLAIMING BENEFIT
  - 5.1. Amount of **benefit**
  - 5.2. Payment of **benefit**
  - 5.3. Notification and evidence required for a claim
  - 5.4. Declining a claim after failure to comply
  - 5.5. Complaint against a claim decision
6. LIMITATIONS
  - 6.1. Maximum liability
  - 6.2. **Policyholder group**
  - 6.3. **Catastrophe**
  - 6.4. **Travel incident**
  - 6.5. Allocation of **benefits**
7. AMENDMENT AND TERMINATION
  - 7.1. Terms of **policy**
  - 7.2. Amendment of the **policy**
  - 7.3. Termination of the **policy**
  - 7.4. Cessation of business of the **employer**
  - 7.5. Not used
  - 7.6. Not used
  - 7.7. Amendment or termination of an **associated policy**
8. MISCELLANEOUS
  - 8.1. Ability to terminate the **member's** employment
  - 8.2. Law
  - 8.3. Special circumstances
  - 8.4. Basis of the contract
  - 8.5. Data Protection Act 1998
  - 8.6. Trade sanction controls
  - 8.7. Complaints

## 1. INTERPRETATION

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

- 1.1 In the event that the terms set out in the **schedule** to this **policy** differ from, or contradict, anything in this **policy**, then the terms in the **schedule** shall prevail.
- 1.2 Unless the context clearly requires otherwise any term in the singular may be read to include the plural, and vice versa, and any term of a masculine gender may be read to include the feminine gender.
- 1.3 Where this **policy** contains alterations or amendments to an existing **policy** then this **policy** supersedes the previous one from the **effective date**.
- 1.4 The terms and conditions of the **policy** at the date of the **member's** death determine his **benefit**.
- 1.5 This **policy** is effected to secure certain death-in-service benefits for the **member** in accordance with the **plan**. The benefits assured from time to time under the **policy** shall correspond with the related liabilities of the **trustee** under the **plan** but only if, and to the extent that, those liabilities are secured by this **policy**.

## 2. DEFINITIONS

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

**actively at work** (or **actively working**) means the individual:

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

An individual will be regarded as meeting the **actively at work** requirements if fully capable of so doing were it not for either a leave of absence previously authorised by his **employer** or the **actively at work** requirement falls on a day the individual is not contracted 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.

**benefit** means an amount of benefit payable under the **policy** and is payable in the form of a lump sum. The **benefit** in respect of each **eligibility category** is specified in the **schedule**.

**continuation of cover** means the circumstances in which cover under the **policy** continues after the date the **member** ceases to be covered in accordance with paragraph 4.7.1. The **continuation of cover** applicable is defined within the **schedule**.

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

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

**employer** means the **employer** specified in the **schedule**.

**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 the **member** and has not ceased to apply to the **member**.

**equity partner** means an equity partner for the time being of the **employer** as evidenced by a partnership agreement (and is **actively working** in this capacity).

**extended cover member** means the **member** is retained in **service** past the **normal contractual retirement age** and is covered under the **policy** having satisfied the conditions of paragraph 4.7.3. Cover for an **extended cover member** ceases on attaining age 75, if not already ceased earlier.

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

**insured earnings** means the nature of earnings on which **benefit** is calculated and changes to **insured earnings** are effective at the **insured earnings change date**. The **insured earnings** are defined within the **schedule**.

**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** is defined within the **schedule**.

**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, for the time being of an **employer** which is a limited liability partnership (and 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**.

**member** means the member specified in the **schedule**.

**normal contractual retirement age** means the contractual retirement age normally applied by the **employer** to their **employees**, or by a partnership to their **equity partners** or a limited liability partnership to their **LLP members**, or age 65 if greater.

**plan** means the plan specified in the **schedule** which provides relevant benefits for the **member**, though not necessarily exclusively for the **member**.

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

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

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

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

**policy conditions** means this document.

**policy number** is the number allocated to this **policy**. This is for reference purposes only and should be quoted on all correspondence. The **policy number** for this **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 and vary the **policy** terms and conditions in accordance with paragraph 7.1. 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; this will be notified to the **policyholder** in writing.

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

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

**premium rate** means the annual rate of **premium** for each £1,000 of **benefit**, as **Unum** will notify, in writing, to the **policyholder**.

**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 the **member** and has not ceased to apply to the **member**.

**retail prices index (RPI)** means the United Kingdom General Index of Retail Prices. **Unum** reserves the right to substitute another index should the General Index of Retail Prices be discontinued, or in the opinion of **Unum**, be materially altered. The **RPI** figure used in calculations in this **policy** is the figure for the month which is 3 months prior to the relevant date for the calculation.

**schedule** means the schedule of the **policy** and comprises the General Terms, Overriding Provisions and Category Terms in respect of each **eligibility category**. 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 employment in the service of the **employer**. For the purposes of the **policy**, a transfer from one **employer** to another participating in the **policy** shall not be taken as termination of **service**.

**temporary absence period** means the length of time that **benefit** is maintained for the **member** if temporarily absent from work (see paragraph 4.8). The **temporary absence period** is specified in the **schedule**.

**terminal age** means the age at which the **member** will cease to be the **member**. The **terminal age** is specified in the **schedule**.

If the **member** is on a fixed-term contract, he will cease to be a **member** on the earlier of:

- attaining the **terminal age**, or
- at the conclusion of his fixed-term contract, or
- if temporarily absent, in accordance with paragraph 4.8, at the conclusion of his fixed-term contract current on the day before the temporary absence.

If an **extended cover member**, he will cease to be an **extended cover member** on the earlier of:

- attaining age 75, or
- at the conclusion of his contract of employment, or
- if temporarily absent, in accordance with paragraph 4.8, at the conclusion of his contract of employment current on the day before the temporary absence.

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

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



### 3. **PREMIUMS**

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

#### 3.1 **Calculation of premium**

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

- (a) The **benefit** on the first day of the **policy accounting period**.
- (b) Any non-standard **premium** loading.
- (c) The **premium rates** then in effect.

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

3.1.2 The **policyholder** shall be required by **Unum** to provide information 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 applied in order 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 applied 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 of the **policy accounting date** shall give **Unum** the right to:

- (a) vary the terms and provisions of this **policy**, or
- (b) terminate the **policy**, or
- (c) take such other action as **Unum** determines to be appropriate including varying the level of **benefits**, altering the eligibility to be a **member**, or
- (d) withhold payment of a claim notified whilst the requested information remains outstanding.

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

#### 3.2 **Payment of premium**

**Premium** is due at the **effective date** and at each subsequent **policy accounting date**. **Unum** will provide the **policyholder** with an invoice detailing the **premium** due and the frequency of payment.

If payment of **premium** is not forthcoming **Unum** may commence debt collection proceedings against the **policyholder** in accordance with paragraph 3.6.

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

### 3.3 Deposit premium

Before calculating the **premium** under paragraph 3.1, **Unum** may calculate a deposit **premium** for any **policy accounting period**. The deposit **premium** will be based on such information as **Unum** may have. Use of any estimate or assumption by **Unum** will not prevent **Unum** using a different figure 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 apply the refund to set off premiums due under another policy of the **policyholder** with **Unum**. **Unum** will give the **policyholder** 14 days notice in writing of the intention to apply a refund to another policy.

### 3.4 Adjustment of premium

**Unum** may at any time during the **policy accounting period** (but normally at the next **policy accounting date**) calculate an adjustment to the **premium** to take account of any changes occurring during any previous **policy accounting period**.

The **policyholder** will notify **Unum** in writing as soon as reasonably practical 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 not provided requested evidence of insurability.

Where a refund of **premium** is payable, **Unum** may apply the refund to set off premiums due under another policy of the **policyholder** with **Unum**. **Unum** will give the **policyholder** 14 days notice in writing of the intention to apply a refund to another policy.

### 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. After this time, **Unum** may revise the **premium rate**. The **policy review date** is stated in the **schedule**.

In accordance with paragraph 7.1, **Unum** reserves the right to vary the terms and conditions of this **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 amount of the **premium rate** at any time if:

- (a) in the opinion of **Unum** there has been a significant change in the occupation of the **member** or where he works, or
- (b) in the opinion of **Unum** there has been a major change in the level or basis of the tax system, or a change in legislation.

### 3.5.2 The revised premium rate

At the **policy review date** or the date that paragraph 3.5.1 is effected, the information provided in accordance with paragraph 3.1 shall be applied by **Unum** to determine the **premium rate** to apply from that date. The revised **premium rate** will be guaranteed for such period, if any, that **Unum** may decide.

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

**Unum** shall be entitled to the **premium** according to the revised **premium rate** retroactively from the **policy review date** or the date that paragraph 3.5.1 is effected. 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 paragraph 3.5.1 is effected, for the purposes only of **Unum** determining the revised **premium rate** to apply from that date.

### 3.6 Non-payment of premiums

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

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

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

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

#### 4. MEMBERSHIP

This section explains about being the **member**, remaining the **member**, and the circumstances under which the **member** ceases to be the **member**.

##### 4.1 Eligibility of member

The **member** is eligible for the **benefit** on the **effective date** if all the following conditions are met:

- (a) He is **actively at work**.
- (b) His normal place of employment is in the United Kingdom (except that certain employment overseas may be eligible for membership under the circumstances described in paragraph 4.9). Working in the Channel Islands, the Isle of Man or Ireland will be regarded as ordinarily employed in the United Kingdom, provided his **employer** is registered in the United Kingdom, the Channel Islands or the Isle of Man.
- (c) The **policyholder** provides to **Unum's** satisfaction the information described in paragraph 4.2.

##### 4.2 Notification and evidence required

###### 4.2.1 Evidence to be provided

On the **effective date**, or when there is an increase in **benefit** or a different **benefit** applies in respect of the **member**, the **policyholder** shall provide to **Unum** any information that **Unum** requires. This information may include such things as:

- (a) Proof of age.
- (b) Evidence of the average number of hours per week that he works in his usual occupation.
- (c) Details of his contract of employment.
- (d) Evidence of his state of health where required under the **policy**.
- (e) Any other evidence which **Unum** requires in order to determine whether there is an increased risk that he might die at any time in the future.

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

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

#### 4.2.2 Failure to provide information

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

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

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

#### 4.2.3 Increased risk that the **member** might die

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

#### 4.3 Not used

#### 4.4 Temporary cover pending underwriting

Cover for **benefits** being underwritten will be provided in respect of death which is not related to a **pre-existing condition**. The cover is provided for a period of 2 months (or earlier completion of underwriting) from the date he is eligible to become a **member** or is eligible for a **benefit** increase, as appropriate, subject to the following conditions:

- (a) the **member** is **actively at work**;
- (b) the **member** is not an **extended cover member**;
- (c) 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 amount of **benefit** exceeds £3,000,000, **benefit** will be the total **benefits** in respect of the **member** under this **policy** and any **associated policies benefit**. 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.

**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 he is eligible to become a **member** or is eligible for a **benefit** increase, as appropriate.

#### 4.5 Previously insured

If immediately prior to the **effective date** the **member** was insured for **benefit** under the **plan** and his **benefit** was insured after he provided evidence of insurability to the previous insurer, then **Unum** will accept the previously insured level of **benefit** in respect of the **member** on medical underwriting terms that are no worse than those provided by the previous insurer, subject to the following provisions:

- (a) **Member** accepted by the previous insurer at ordinary rates following medical underwriting.

**Unum** will accept the previously insured level of **benefit** at ordinary rates.

Any increase over the previously insured level of **benefit** will be medically underwritten in accordance with paragraph 4.6.2.

- (b) **Member** accepted by the previous insurer with any of the **benefit** accepted at ordinary rates where medical underwriting was not required.

**Unum** will require evidence of insurability for the whole **benefit** in accordance with paragraph 4.6.1 and paragraph 4.5 (c) does not apply.

- (c) **Member** accepted by the previous insurer with any of the **benefit** subject to a medical rating or declined or restricted the **benefit** or postponed acceptance of **benefit**.

**Unum** will accept the previously insured level of **benefit** on medical 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 medical rating greater than +400% extra mortality, **Unum** will require evidence of the **member's** insurability for this part of the **benefit** for **Unum** to consider whether to grant cover.
2. Any increase over the previously insured level of **benefit** will be medically underwritten, temporary cover pending underwriting does not apply.

The actual monetary amount charged in respect of a medical rating may differ from that used by the previous insurer as underlying premium rates may differ from those used by the previous insurer.

- (d) **Member** has their principal residence outside the European Union.

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

(e) Maximum levels

**Unum** will accept previously insured levels of **benefits** up to a maximum of £4,000,000. Evidence of the **member's** insurability shall be required in respect of any **benefit** above £4,000,000 before any cover is granted.

When assessing whether the amount of **benefit** exceeds £4,000,000, **benefit** will be the total **benefits** in respect of the **member** under this **policy** and any **associated policies benefit**. 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 Underwriting and granting of **benefit** and **benefit** increases

On becoming the **member** or eligible for a **benefit** increase, the **member** will be required to provide evidence of insurability for **Unum** to consider whether to grant cover, as provided for in paragraphs 4.6.1 and 4.6.2.

The evidence of insurability requirements may be affected if the **member** was previously insured as provided for in paragraph 4.5.

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

When assessing within paragraph 4.6 whether a **benefit** exceeds a particular figure, **benefit** will be the total **benefits** in respect of the **member** under this **policy** and any **associated policies benefit**. 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.

4.6.1 Becoming the **member**

- (a) Evidence of insurability is required in respect of the **benefit**, unless **Unum** determine otherwise.
- (b) Temporary cover is provided in respect of the **benefit** for up to 2 months from the date of becoming the **member**, provided the **member** is **actively at work**. (The conditions of temporary cover pending underwriting are set out in paragraph 4.4.)
- (c) Temporary cover ceases after 2 months if assessment of the **member's** insurability is not completed.
- (d) **Benefits** granted by **Unum** after assessment of the **member's** insurability are fully covered, unless stated in the acceptance notification.
- (e) No cover is provided in respect of the **benefit** immediately **Unum** decline to insure any **benefit**.

#### 4.6.2 Benefit increase

- (a) Existing **benefits** remain covered on the existing terms.
- (b) Evidence of insurability is required for the increase in **benefit**, unless **Unum** determine otherwise.
- (c) Temporary cover is provided in respect of the increase in **benefit** for up to 2 months from the effective date of the **benefit** increase, provided the **member is actively at work**. (The conditions of temporary cover pending underwriting are set out in paragraph 4.4.)
- (d) Temporary cover ceases after 2 months if assessment of the **member's** insurability is not completed.
- (e) **Benefits** granted by **Unum** after assessment of the **member's** insurability are fully covered, unless stated in the acceptance notification.
- (f) No cover is provided in respect of the increase in **benefit** immediately **Unum** decline to insure the increase.

#### 4.6.3 Not actively at work

If the **member** is not **actively at work** he will be treated as meeting the **actively at work** requirement when he has returned to work and been **actively working** for a continuous period of 5 working days (or if there are 20 members or more in the **associated policies**, is provided on the day he returns to work and is **actively working**).

The **actively at work** requirement is waived at the **effective date** in respect of any level of **benefit** which was insured immediately prior to the **effective date**.

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

#### 4.7 Termination of benefit

4.7.1 The **member** ceases to be covered for the **benefit** on the earliest of the following:

- (a) The date he ceases to be an **employee** or **equity partner** or an **LLP member**, as appropriate.
- (b) The date he attains his **terminal age**.
- (c) The date he attains his **normal contractual retirement age**.
- (d) The date he dies (except for the purposes of paragraph 5.1).
- (e) The date his normal place of employment ceases to be in the United Kingdom, (subject always to paragraph 4.9). Working in the Channel Islands, the Isle of Man or Ireland will be regarded as ordinarily employed in the United Kingdom, provided his **employer** is registered in the United Kingdom, the Channel Islands or the Isle of Man.
- (f) The date the **policy** is terminated.

4.7.2 Notwithstanding 4.7.1 (a) and (b) the **member** may continue to be covered under the **policy** if the circumstances provided for in **continuation of cover** apply to the **member**.



4.7.3 Notwithstanding 4.7.1 (c) the **member** may continue to be covered under the **policy** as an **extended cover member** if the following conditions are met:

- (a) The **member** is **actively at work** on the **normal contractual retirement age** and the **policyholder** has notified this to **Unum** in writing within 2 months of the **normal contractual retirement age**.
- (b) The **policyholder** requests, and **Unum** has agreed in writing, that the individual may become an **extended cover member**.
- (c) The **policyholder**, **employer** and the individual, as appropriate, meet all of the special conditions, special terms, or underwriting requirements specified in writing by **Unum**.

Evidence of the individual's insurability shall be required before any cover is granted as an **extended cover member**.

#### 4.8 Temporary absence from work

4.8.1 The **member** temporarily absent from work:

- (a) due to ill-health will continue to be treated by **Unum** as the **member** for the purposes of this **policy** for the **temporary absence period** commencing from the first day of the absence but not exceeding their **normal contractual retirement age**.
- (b) on maternity leave, paternity leave, adoption leave, parental leave or any other form of statutory leave; will continue to be treated by **Unum** as the **member** for the purposes of this **policy** for the period of absence commencing from the first day of the absence but not exceeding their **normal contractual retirement age**. The period of absence must be taken in accordance with the relevant legislation for the type of leave, effective during the period of leave.
- (c) on unpaid leave, a sabbatical, compassionate leave or due to any reason other than in (a) or (b) above, may continue to be treated by **Unum** as a **member** for the purposes of this **policy** for a period of up to 3 years but not exceeding their **normal contractual retirement age**. The **employer** must have given written consent to the **member** for the absence.

4.8.2 An **extended cover member** who is temporarily absent from work will continue to be treated by **Unum** as an **extended cover member** for the purposes of this **policy** for 1 year commencing from the first day of the absence, but not exceeding either the conclusion of their contract current on the day before the temporary absence or their attaining age 75, due to:

- (a) ill-health;
- (b) maternity leave, paternity leave, adoption leave, parental leave or any other form of statutory leave. The period of absence must be taken in accordance with the relevant legislation for the type of leave, effective during the period of leave;
- (c) on unpaid leave, a sabbatical, compassionate leave or due to any reason other than in (a) or (b) above. The **employer** must have given written consent to the **member** for the absence.

- 4.8.3 The **benefit** payable is the **benefit** on the day before the start of the **member's** absence.
- 4.8.4 Cover will be maintained only if the **member** remains an **employee** or **equity partner** or **LLP member**, as appropriate, during the period of absence.

Cover will cease if the **member** does not return to work after the period of absence applicable under paragraph 4.8.1.

Re-admission after an absence longer than the period of absence applicable under paragraph 4.8.1 shall be subject to such requirements as specified in writing by **Unum**.

#### 4.9 Overseas cover and secondment

- 4.9.1 If the **member** meets all the conditions for becoming and remaining a **member** except that his normal place of employment is not in the United Kingdom, is still eligible for membership if he satisfies (a) or (b) below.
- (a) He is an **employee** or an **equity partner** or an **LLP member**, as appropriate, of a United Kingdom resident **employer** and is not seconded to another employer.
- (b) He is seconded from his United Kingdom resident **employer**, and
1. his **employer** retains control over where and for whom he will work, and
  2. there is a definite expectation on the part of both the **employer** and the individual that at the end of the secondment he will resume employment with his **employer** or will be retiring (if the period of secondment is expected to extend to his retirement date).
- 4.9.2 **Benefit** and **premium** in respect of the **member** when overseas are payable in pounds sterling (or, if different, the lawful currency of the United Kingdom). Where the **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** at the preceding **policy accounting date**.
- 4.9.3 Re-admission after ceasing to meet any of the conditions under paragraph 4.9.1 shall be subject to such requirements as specified in writing by **Unum**.

## 5. CLAIMING BENEFIT

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

### 5.1 Amount of benefit

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

### 5.2 Payment of benefit

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

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

5.2.2 **Benefit** is payable in pounds sterling or, if different, the lawful currency of the United Kingdom. Payment is made by direct credit to an account of the **trustee** (which must be in the United Kingdom, the Channel Islands or the Isle of Man) as designated by the **trustee** in writing.

5.2.3 If the **policyholder** fails to pay the **premium** due under the **policy** in any **policy accounting period**, then **Unum** shall pay no **benefit** under this **policy** in respect of the **member** dying during such **policy accounting period**.

### 5.3 Notification and evidence required for a claim

#### 5.3.1 Notification of death

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

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

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

### 5.3.2 Evidence to be provided

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

- (a) The **member's** original death certificate.
- (b) Proof of membership.
- (c) Proof of the **member's insured earnings**.
- (d) The **member's** original birth certificate.

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

### 5.4 Declining a claim after failure to comply

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

### 5.5 Complaint against a claim decision

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

Financial Ombudsman Service,  
South Quay Plaza,  
183 Marsh Wall,  
London, E14 9SR  
telephone 0845 080 1800  
[www.financial-ombudsman.org](http://www.financial-ombudsman.org)

## 6. LIMITATIONS

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

### 6.1 Maximum liability

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

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

### 7.1 Terms of policy

**Unum** reserves the right to vary the terms and conditions of this **policy** at any time the **premium rate** is revised in accordance with paragraph 3.5 or from the **policy review date**.

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

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

### 7.2 Amendment of the policy

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

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

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

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

### 7.3 Termination of the policy

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

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

**Unum** is entitled to terminate the **policy** in accordance with paragraphs 3.1.2, 3.6, 7.4, 7.6 and 7.7.

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

#### 7.4 Cessation of business of the **employer**

- 7.4.1 In the event that the **employer**, stated in the **schedule**, ceases to carry on business, or if an order is made or a resolution passed for the winding up of that **employer** then the insurance under this **policy** shall terminate and the provisions of paragraph 7.3 will apply.
- 7.4.2 If the business of the **employer**, stated in the **schedule**, is assigned to or succeeded to by another person, and the new person undertakes all the duties and responsibilities of the **employer**, then provided **Unum** receives written notification and evidence of the assignment or succession which **Unum** confirms in writing as being satisfactory, the new person may continue the payment of **premium** under this **policy**. In this case, the new person or organisation shall take the place of and be treated for all the purposes of this **policy** as the **employer** stated in the **schedule**, from the date that the assignment or succession takes place.

7.5 Not used

7.6 Not used

#### 7.7 Amendment or termination of an **associated policy**

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



## 8. MISCELLANEOUS

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

### 8.1 Ability to terminate the **member's** employment

Payments in respect of the death of the **member** are made without thereby admitting any legal liability in respect of such death on the part of the **policyholder** and **employer** and nothing in this **policy** shall be taken to prejudice any right of an **employer** to terminate the **member's** employment or 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 any dispute shall be subject to the exclusive jurisdiction of the English Courts.

### 8.3 Special circumstances

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

### 8.4 Basis of the contract

The **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 questionnaire completed by the **member**.

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

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

The **policy** has been classed by **Unum** as a 'group policy'. The **employer** is treated as a 'commercial customer' and the **members** are classed as 'policyholders'. The terms in apostrophes are the definitions under the Financial Services Authority's (FSA's) handbook.

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

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

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

#### 8.5 Data Protection Act 1998

- (a) For the purposes of the Data Protection Act 1998 **Unum** is a Joint Data Controller with the **policyholder**. Personal data and sensitive personal data are provided by the **policyholder** in order that **Unum** may decide the manner in which this data will be processed, to provide and administer a Group Life assurance policy.
- (b) **Unum** has the right to request such data as is required to quote for and administer the **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.

#### 8.6 Trade sanction controls

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

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

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

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

## 8.7 Complaints

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

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

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

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

Financial Ombudsman Service,  
South Quay Plaza,  
183 Marsh Wall,  
London, E14 9SR  
telephone 0845 080 1800  
[www.financial-ombudsman.org](http://www.financial-ombudsman.org)

**unum.co.uk**

**Unum Limited is authorised and regulated by the Financial Services Authority.**  
Registered in England 983768.

We monitor telephone conversations and e-mail communications from time to time for the purposes of training and in the interests of continually improving the quality of service we provide.

Copyright © Unum Limited 2010

**Registered office:**  
Milton Court, Dorking,  
Surrey RH4 3LZ.  
01306 887766 TEL  
01306 881394 FAX  
01306 887784 TXT TEL