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: GLNREGPOL/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 The terms and conditions of the policy at the date of the member’s death will continue to determine the benefit in respect of any related claim.

1.6 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.

1.7 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.

*Policy conditions ref: GLNREGPOL/11/2014*
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 the **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.

The **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.

**Benefit** means any monetary amounts paid or payable in respect of the **member** under the **policy** and payable in the form of a lump sum. The **benefit** 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.

**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 4.9.1 (“Ceasing to be the **member**”). The **continuation of cover** is defined within the schedule.

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

**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**.

**Policy conditions** ref: GLNREGPOL/11/2014
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.

Employment relationship means a relationship involving financial reward for service between an employer and the 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 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).

Endorsement means an amendment to the schedule issued by Unum to the policyholder after the effective 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 the member and has not ceased to apply.

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 the member is in service with the employer past the terminal age, but is included as the member subject to the conditions of paragraph 4.6.8 (“Extended cover member”).

Individual lifetime allowance means the individual lifetime allowance as defined in Section 218 of the Finance Act 2004, relevant to the member if they have 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 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.

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 the 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 the member specified in the schedule.

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 5th 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 which provides relevant benefits for the member, though not necessarily exclusively for the member.

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 effective 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 effective 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 the member and has not ceased to apply.

**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 the member if temporarily absent from work subject to the conditions of paragraph 4.7 ("Temporary absence from work"). The temporary absence period is specified in the schedule.

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

If the 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.

**Policy conditions** ref: GLNREGPOL/11/2014
**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.

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**Policy conditions** ref: GLNREGPOL/11/2014
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 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.

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 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 by giving 30 days notice in writing to the policyholder.

3.2 Payment of premium

Premium is due at the effective 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, 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.

Policy conditions ref: GLNREGPOL/11/2014
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.

3.5 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 there has been a significant overall change in the occupation of the member or where the member works.

In the case of any such revision, Unum will give notice in writing to the policyholder.
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 effective date, Unum shall have the right to terminate this policy with effect from the effective 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.

Policy conditions ref: GLNREGPOL/11/2014
4. MEMBERSHIP

4.1 Eligibility of member

The member is eligible for the benefit on the effective date if all the following conditions 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”).

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 the member. 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 varying the level of benefit, 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 the member’s benefit increases 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 the member.

4.3 Not used

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 for the benefit or is eligible for a benefit increase, as appropriate, subject to the following conditions:

(a) The member is actively at work, and

(b) The member is not an extended cover member, and

(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 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.

Policy conditions ref: GLNREGPOL/11/2014
4.5 Not used

4.6 Medical underwriting requirements

Where benefit in respect of the 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 the 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.

If any information provided indicates that there is an increased risk that the 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 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.

Policy conditions ref: GLNREGPOL/11/2014

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 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 Becoming the member

(a) Medical underwriting is required for the proposed benefit, unless Unum determines otherwise.

(b) Temporary cover is provided in respect of the proposed benefit for up to 3 months from the effective date of the benefit, 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”).

(c) Once medical underwriting has been completed and Unum has agreed to insure the benefit, any restrictions solely relating to temporary cover will no longer apply.

(d) No cover is provided in respect of the benefit from the date that Unum declines to insure the benefit.

If the member is not actively at work on the day of the proposed benefit, then the provisions of this paragraph 4.6.1 will apply from the next day they satisfy the requirements of paragraph 4.6.3 (“Not actively at work”) as if it was the effective date of the proposed increase in benefit.

4.6.2 Benefit increase

(a) Medical underwriting is required for the proposed increase in benefit, unless Unum determines otherwise.

(b) 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”).

(c) 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.

(d) 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 4.6.2 will apply from the next day they satisfy the requirements of paragraph 4.6.3 (“Not actively at work”) as if it was the effective date of the proposed increase in benefit.

4.6.3 Not actively at work

If the member is not actively at work they 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 (or if there are 20 members or more in the associated policies, 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 effective date in respect of any level of benefit previously 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.

Policy conditions ref: GLNREGPOL/11/2014
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, if the member is temporarily absent from work they will continue to be treated by Unum as the 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

If the member is 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”), the 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 the member when 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 the member if 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 the member shall be subject to the same rules and conditions applicable to a becoming the member.
4.8 Overseas cover and secondment

4.8.1 Overseas cover (outside the United Kingdom)

If the member meets all the conditions for becoming and remaining the member and resides outside the United Kingdom and/or their normal place of employment is outside the United Kingdom, they are 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).

If the member resides outside the United Kingdom and/or has their normal place of employment outside the United Kingdom, they are 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

If the member meets all the conditions for becoming and remaining the member and is seconded from their employer they are 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 member that at the end of the secondment the 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 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 the member if 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 using the same exchange rate used by the policyholder at the preceding policy accounting date.

4.8.4 Re-admission

Re-admission of the 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.

Policy conditions ref: GLNREGPOL/11/2014
4.9 Termination of membership

4.9.1 Ceasing to be the member

The member ceases to be covered for the benefit 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 the member”) (a) or (b) applying the member may continue to be covered 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 the member by attaining the terminal age, the member may become an extended cover member 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 member (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

Policy conditions ref: GLNREGPOL/11/2014
5. **CLAIMING BENEFIT**

5.1 **Entitlement for payment 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.

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.

5.3 **Evidence required for a claim**

In order for any benefit to be payable in respect of the death of the 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 the 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 if the member 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.

Telephone 0300 123 9123 or 0800 023 4567
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 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.

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Policy conditions ref: GLNREGPOL/11/2014
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.

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, 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.

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.

Policy conditions ref: GLNREGPOL/11/2014
Any outstanding **premiums** in respect of cover provided up to the date of termination of this **policy** will remain due.

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.

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**Policy conditions** ref: GLNREGPOL/11/2014
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 **Not used**

7.7 **Not used**

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**.

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**Policy conditions** ref: GLNREGPOL/11/2014
8. MISCELLANEOUS

8.1 Ability to terminate the member’s employment

All payments in respect of the death of the 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 the 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.

Policy conditions ref: GLNREGPOL/11/2014
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.

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

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

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.

Telephone 0300 123 9123 or 0800 023 4567
www.financial-ombudsman.org

Policy conditions ref: GLNREGPOL/11/2014