



# Group Critical Illness Insurance Policy

UGCIPOL/07/2009



## GROUP CRITICAL ILLNESS INSURANCE 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 the **benefits** described in this **policy**, when they become payable under the terms of this **policy**.

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## 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 This paragraph describes the relevance of the **effective date** of the **policy** for **members**.

Except for the circumstances in (a) and (b) below, where this **policy** contains alterations or amendments to an existing **policy** then this **policy** supersedes the previous one from the **effective date**.

- (a) Once a **member** (or the **member's child** or **member's spouse**, as appropriate) has suffered a **critical illness event** the terms and conditions of the **policy** at the date of the **critical illness event** will continue to determine his **benefit**.
- (b) A **member** immediately prior to the **effective date** shall remain a **member** even if he does not fulfil any age or **service** requirements as specified in the **eligibility category**, provided:
  1. he continues to meet all the other provisions of the **eligibility conditions**, and
  2. he does not exceed the **terminal age**.

## 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**.

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

**automatic entry limit** means a level of **benefit** which will be granted to an **employee** regardless of their insurability provided they are otherwise eligible to become a **member**, subject to the **pre-existing conditions** exclusion in paragraph 6.3. The **automatic entry limit** applicable at the **effective date** of this **policy** is specified in the **schedule**.

**base cover** is the basic **cover type** which the **policyholder** may select for an **eligibility category** and comprises those **critical illnesses** set out in paragraph 6.1.

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

**child** (or **children**) means a child of the **member** who is over 6 months and under 18 years of age, including a stepchild or a child who is legally adopted by the **member** or financially dependent upon the **member**.

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

**cover type** means the level of cover selected for an **eligibility category** of either **base cover** or **extra cover**. The **cover type** in respect of each **eligibility category** is stated in the **schedule**.

**critical illness** means one of the medical conditions or surgical procedures covered by the **base cover** and **extra cover** where applicable (see section 6.).

**critical illness event** means the diagnosis of a medical condition or undergoing a surgical procedure listed in **critical illness** by a **medical practitioner** which is subsequently confirmed in accordance with the terms of the definition of the relevant **critical illness** (see section 6.).

For those events that are medical conditions, the date of the event is the date that formal diagnosis is made; for surgical procedures, the date of the event is the date of actually undergoing the procedure.

**discretionary entrant** means a **candidate member** who is specified as a **discretionary entrant** or who does not satisfy all of the **eligibility conditions** but is included as a **member** (but excludes an **early entrant** and a **late entrant**), subject to the conditions of paragraph 4.1.3.

**discretionary opt-out** means an **employee** who satisfies all of the **eligibility conditions** but is excluded from being a **member**, subject to the conditions of paragraph 4.1.4.

**early entrant** means an **employee** who is specified as an **early entrant** or who does not yet satisfy all of the **eligibility conditions** but is included as a **member**, subject to the conditions of paragraph 4.1.3.

**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**.

**eligibility category** means the conditions an **employee** must satisfy in order to become a **member**, and are specified in the **schedule**.

**eligibility conditions** means the conditions of the **eligibility category** specified in the **schedule** and the conditions of paragraph 4.1.1.

**employee** means an employee who is gainfully and permanently employed by the **employer** as evidenced by a contract of employment. Throughout the **policy conditions** (and specifically not in the **schedule**) references to **employee** are to be read to also be references to **equity partner**.

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

**entry date** means the date on which an **employee** may become a **member** after fulfilling the **eligibility conditions** in accordance with paragraph 4.1.2. The **entry date** applicable to each **eligibility category** is defined within the **schedule**.

**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). Throughout the **policy conditions** (and specifically not in the **schedule**) references to **employee** are to be read to also be references to **equity partner**.

**extended cover member** means a **member** who is retained in **service** by the **employer** past the **terminal age** but is included as a **member** subject to the conditions of paragraph 4.1.3.

The **extended cover members** covered by this **policy** may be administered by **Unum** under a separate policy record which does not represent a separate contract.

**extra cover** is the higher **cover type** which the **policyholder** may select for an **eligibility category** and comprises those **critical illnesses** covered by the **base cover** and those additional **critical illnesses** set out in paragraph 6.2.

**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** applicable to each **eligibility category** 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** applicable to each **eligibility category** is defined within the **schedule**.

**insured occupation** means the gainful occupation that the **member** was actively following for the **employer** immediately prior to suffering a **critical illness event**.

**late entrant** means an **employee** who is specified as a **late entrant** or who satisfies all of the **eligibility conditions** and who was not admitted to membership under the **policy** at their first opportunity but is included as a **member**, subject to the conditions of paragraph 4.1.3.

**material and substantial duties** means the duties that are normally required for the performance of the **member's insured occupation**, and which cannot reasonably be omitted or modified by the **member** or the **employer**.

**maximum benefit limit** means the maximum **benefit** which will be insured under this **policy**. The **maximum benefit limit** applicable to this **policy** in respect of:

- (a) **member's benefit** is the higher of either £150,000 or 4 times **insured earnings** subject to an overall maximum of £500,000
- (b) **children's benefit** is 25% of the **member's benefit** subject to an overall maximum of £20,000
- (c) **spouse's benefit** is equal to the **member's benefit** subject to an overall maximum of £100,000

**Unum** may introduce a new **maximum benefit limit** from time to time. A new **maximum benefit limit** will be notified to the **policyholder** in writing and will be applied to the **policy** from the **policy accounting date** first following the date **Unum** introduced the new limit.

**medical practitioner** means a person who is currently registered as such by the General Medical Council or by an appropriate equivalent national body if resident outside the United Kingdom.

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

**permanent total disability** cover applies if **extra cover** is selected and means the condition described in whichever basis in paragraph 6.2 20. has been selected by the **policyholder**, the different bases are called:

- permanent total disability** (current occupation)
- permanent total disability** (any occupation)
- permanent total disability** (activities of daily living)

The **permanent total disability** basis in respect of each **eligibility category** is specified in the **schedule**.

**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 person or organisation named as the **policyholder**. The **policyholder** is specified in the **schedule**. If the **policyholder** is a partnership then the **policyholder** is the partners for the time being or their successors in title.

**pre-existing conditions** means any **critical illness** or **related condition** with which the **member** had received a diagnosis or had been treated for or had been aware of, as set out in paragraph 6.3.

**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**. Where **Unum** and the **policyholder** have agreed to calculate **premiums** based on salaries it shall mean the annual rate of **premium** for each £1,000 of the total **insured earnings** in respect of all **members**.

**related conditions** means those conditions which are expressly defined in paragraphs 6.4 and 6.5 for the purposes of **pre-existing conditions**.

**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**.



**spouse** means the legal spouse or Civil Partner of a **member** and who is living with the **member**.

**spouse's cover** means **benefit** payable under the terms of this **policy** by reason of the **member's spouse** suffering a **critical illness event**. The **policyholder** may select **spouse's cover** to apply, whether **spouse's cover** applies in respect of each **eligibility category** is stated in the **schedule**.

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

**terminal age** means for each **member** the age at which they will cease to be a **member**. **Terminal age** also means the age at which a **member's spouse** will cease to be covered. The **terminal age** applicable for each **eligibility category** is specified in the **schedule**.

If a **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.

For each **extended cover member** a date is agreed with **Unum** at which their cover will cease.

**unit rate** means a single **premium rate** which is applied to all **benefits** insured under the **policy** to calculate the **premium** due, except those in respect of **extended cover members**. If a **unit rate** is applied to this **policy**, then subject always to the provisions of paragraph 3.5, **Unum** guarantees that this **unit rate** will remain unchanged until the **policy review date** or such later date as **Unum** will notify, in writing, to the **policyholder**.

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

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

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

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 of an individual to be a **member**, or
- (d) refuse to pay any new claim notified whilst the requested information remains outstanding.

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

### 3.2 Payment of premium

**Premium** is due at the **commencement 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, including **Unum's** estimate of the total **benefit** in respect of all **members** and prospective **members**, the appropriate **premium rate** applicable to the **policy**, and any other relevant matters. Use of any estimate or assumption by **Unum** will not prevent **Unum** using a different figure or rate when it finally establishes the **premium** due.

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

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

Where a refund of **premium** is payable, **Unum** may 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**. Such changes would include, for example, any change in the **benefit** in respect of any **member**, or the number of **members**.

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

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

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

#### 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 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 becoming a **member**, remaining a **member**, and the circumstances under which an **employee** ceases to be a **member**.

##### 4.1 Eligibility for membership

###### 4.1.1 New member

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

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

If the **eligibility category** requires membership of a pension arrangement of the **employer**; then the **employee** must have joined the pension arrangement within 6 months of first being eligible to do so, to satisfy that eligibility requirement.

Provisions relating to a new **member** are set out in paragraphs 4.6.1 and 4.6.2.

###### 4.1.2 Entry date

Unless otherwise agreed in writing with **Unum** an **employee** who did not meet all the conditions set out in paragraph 4.1.1 on the **effective date** will become a **member** on the **entry date** coinciding with or immediately following the date on which he meets the **eligibility conditions**.

The **entry date** applicable to each **eligibility category** is defined within the **schedule**. The meaning of the **entry date** is set out in the following table.

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

#### 4.1.3 Discretionary entrant, early entrant, late entrant or extended cover member

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

- (a) The **policyholder** requests, and **Unum** has agreed in writing, that **cover** can be provided under the **policy** for the individual; and
- (b) The **policyholder, employer** and the individual, as appropriate, meet all of the special conditions, special terms, or underwriting requirements specified in writing by **Unum**.

Provisions relating to an **early entrant** or a **late entrant** are set out in paragraph 4.6.6.

Provisions relating to a **discretionary entrant** or an **extended cover member** are set out in paragraph 4.6.7.

#### 4.1.4 Discretionary opt-out

An **employee** who has met all the conditions set out in paragraph 4.1.1 may be regarded as a **discretionary opt-out** and excluded from being a **member** if the **policyholder** requests, and **Unum** has agreed in writing, that the individual is excluded from being a **member**.

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

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

### 4.2 Notification and evidence required

#### 4.2.1 Evidence to be provided

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

- (a) Proof of age.
- (b) 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 chance that he might suffer a **critical illness event** 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 **employee** in attending a medical examination and any tests or in supplying any other information.

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

#### 4.2.2 Failure to provide information

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

- (a) Refuse to admit the **employee** as a **member**.
- (b) Attach special conditions or terms to the **benefit** or increase in **benefit** sought in respect of the **member**.
- (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 a **member** might suffer a **critical illness event**

The information described in paragraph 4.2.1 may demonstrate to **Unum** that there is an increased risk that a **member** might suffer a **critical illness event** 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**.



#### 4.2.4 All data from the **policyholder**

The **policyholder** shall notify **Unum** in writing, in such form and at such times as **Unum** requires, of all **employees** who meet the **eligibility conditions** and failure to do so 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 which may include reducing the **automatic entry limit**, varying the level of **benefits**, altering the eligibility of individuals to be **members**, or
- (d) refuse to pay any new claim notified whilst the requested information remains outstanding.

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

#### 4.3 Automatic entry limit

**Automatic entry limit** means a level of **benefit** which will be provided in respect of a **member** regardless of their insurability provided they are otherwise eligible to become a **member** subject to the **pre-existing conditions** exclusion in paragraph 6.3. With the exception of the particular circumstances in this **policy** where it is said the **automatic entry limit** will not apply (here in paragraph 4.3 and in paragraphs 4.1.3, 4.5 and 4.6.6).

The level of the **automatic entry limit** will be determined by **Unum** from time to time and notified in writing to the **policyholder**. **Unum** may withdraw the **automatic entry limit** if the **policyholder** does not strictly adhere to the **eligibility conditions** of the **policy**.

If **Unum** determines that the **automatic entry limit** shall be reduced (including to nil), the level of **benefit** which applied to a **member** before the reduction becomes effective shall continue to apply on no worse terms. The **automatic entry limit** is reduced to nil automatically if there are fewer than the minimum number of **members**, as specified in paragraph 7.6, covered under the **policy**.

If **Unum** determines that the **automatic entry limit** shall be increased, the increased level will not apply to any **benefit** in respect of a **member** where **benefits** are already subject to any special or restricted terms.

When assessing whether the amount of **benefit** exceeds the **automatic entry limit**, **benefit** will be the total **benefits** in respect of the **member** under this **policy** and any **associated policies**.

The **automatic entry limit** does not apply to any **member** in an **eligibility category** with fewer than 5 **members**, except where there is only one **eligibility category** under the **policy**.

#### 4.4 Temporary cover pending underwriting

Cover for **benefits** being underwritten will be 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 **automatic entry limit** is greater than nil;
- (b) the individual is not a **discretionary entrant** or an **extended cover member**;
- (c) if the individual is an **early entrant** or a **late entrant**, **Unum** has given written agreement to the **policyholder** that they can be eligible for membership;
- (d) the **member** is not already subject to any special or restricted terms.

and excluding cover:

- 1. Where the terms of the **pre-existing conditions** exclusion in paragraph 6.3 apply.
- 2. In respect of hazardous pursuits, attempted suicide or self-inflicted injury.
- 3. Under **permanent total disability** (current occupation) or **permanent total disability** (any occupation) as in paragraph 6.2 20, where **extra cover** has been selected. Temporary cover is provided under the **permanent total disability** (activities of daily living) basis instead.

#### 4.5 Previously insured

##### 4.5.1 Previously insured not on an identical basis

If immediately prior to the **commencement date** the **members** were insured under a group critical illness assurance policy but not on an identical basis to this **policy**, then they will be regarded as new **members** and covered in accordance with either paragraph 4.6.1 or 4.6.2, as appropriate.

The **automatic entry limit** will not apply to a **member** where the previous insurer accepted any **benefit** subject to a medical rating, or declined or restricted the **benefit** or postponed acceptance of **benefit** in their respect.

##### 4.5.2 Previously insured on an identical basis

If immediately prior to the **commencement date** the **members** were insured under a group critical illness assurance policy on an identical basis to this **policy**, then **Unum** will accept the previously insured level of **benefit** in respect of a **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 4.6.3, 4.6.4 or 4.6.5, as appropriate.

- (b) **Member** accepted by the previous insurer where medical underwriting was not required.

**Unum** will accept the previously insured level of **benefit** up to a maximum of the **automatic entry limit** subject to the **pre-existing conditions** exclusion in paragraph 6.3. The period of 2 years required to disregard **related conditions** under the **pre-existing conditions** exclusion, in accordance with paragraph 6.3.2, can take account of the period the **member** was insured by the previous insurer.

Where the previously insured level of **benefit** in respect of a **member** exceeds the **automatic entry limit** the **member** will be treated as a new **member** as in paragraph 4.6.2.

Any increase over the previously insured level of **benefit** will be medically underwritten in accordance with paragraph 4.6.3, 4.6.4 or 4.6.5, as appropriate.

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

**Unum** will accept the previously insured level of **benefit** on medical underwriting terms that are no worse than those provided by the previous insurer. Any increase over the previously insured level of **benefit** will be medically underwritten, the **automatic entry limit** and temporary cover pending underwriting do 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.

#### 4.6 Underwriting and granting of **benefits** and **benefit** increases

When an **employee** is eligible for membership under the **policy** or for a **benefit** increase, they may be required to provide evidence of insurability for **Unum** to consider whether to grant cover.

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

The different positions applying to **benefit** and to **benefit** increases, and depending on how they relate to the **automatic entry limit**, are set out in the following paragraphs:

- 4.6.1 New **member - benefit** does not exceed the **automatic entry limit**
- 4.6.2 New **member - benefit** exceeds the **automatic entry limit**
- 4.6.3 **Benefit** increase and the total **benefit** does not exceed the **automatic entry limit**
- 4.6.4 **Benefit** increase so it exceeds the **automatic entry limit** for the first time
- 4.6.5 **Benefit** increase and the existing **benefit** exceeds the **automatic entry limit**
- 4.6.6 **Early entrant** or **late entrant**
- 4.6.7 **Discretionary entrant** or **extended cover member**

##### 4.6.1 New **member - benefit** does not exceed the **automatic entry limit**

- (a) Evidence of insurability is not required.
- (b) **Benefits** are covered subject to the **pre-existing conditions** exclusion.

##### 4.6.2 New **member - benefit** exceeds the **automatic entry limit**

- (a) The portion of the **benefits** up to the **automatic entry limit** is covered subject to the **pre-existing conditions** exclusion.
- (b) Evidence of insurability is required in respect of the **benefits** which exceed the **automatic entry limit**, unless **Unum** determine otherwise.
- (c) Temporary cover is provided in respect of the **benefits** which exceed the **automatic entry limit** for up to 2 months from the date of becoming a **member**, subject to the **pre-existing conditions** exclusion. (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) If after assessment of the **member's** insurability **Unum** accept them on ordinary rates, the whole of their **benefits** are accepted at ordinary rates and the **pre-existing conditions** exclusion does not apply.
- (f) If after assessment of the **member's** insurability **Unum** accept them subject to a medical rating, the whole of their **benefits** are accepted at the medical rating and the **pre-existing conditions** exclusion does not apply.
- (g) No cover is provided in respect of the **benefits** which exceed the **automatic entry limit** immediately **Unum** decline to insure any **benefit**.

4.6.3 **Benefit increase and the total benefit does not exceed the automatic entry limit**

- (a) Existing **benefits** remain covered subject to the **pre-existing conditions** exclusion.
- (b) The increase in **benefits** is covered subject to the **pre-existing conditions** exclusion.

4.6.4 **Benefit increase so it exceeds the automatic entry limit for the first time**

- (a) Existing **benefits** remain covered subject to the **pre-existing conditions** exclusion.
- (b) The portion of the increase in **benefits** which takes the **benefit** up to the **automatic entry limit** is covered, subject to the **pre-existing conditions** exclusion.
- (c) Evidence of insurability is required in respect of the **benefits** which exceed the **automatic entry limit**, unless **Unum** determine otherwise.
- (d) Temporary cover is provided in respect of the **benefits** which exceed the **automatic entry limit** for up to 2 months from the effective date of the **benefit** increase, subject to the **pre-existing conditions** exclusion. (The conditions of temporary cover pending underwriting are set out in paragraph 4.4.)
- (e) Temporary cover ceases after 2 months if assessment of the **member's** insurability is not completed.
- (f) If after assessment of the **member's** insurability **Unum** accept them subject to a medical rating, the whole of their **benefits** are accepted at the medical rating and the **pre-existing conditions** exclusion does not apply.
- (g) If after assessment of the **member's** insurability **Unum** accept them on ordinary rates, the whole of their **benefits** are accepted at ordinary rates and the **pre-existing conditions** exclusion does not apply.
- (h) No cover is provided for the **benefit** which exceeds the **automatic entry limit** if **Unum** decline to insure them.

4.6.5 **Benefit increase and the existing benefit exceeds the automatic entry limit**

- (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, subject to the **pre-existing conditions** exclusion. (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) If after assessment of the **member's** insurability **Unum** accept them on ordinary rates, the whole of their **benefits** are accepted at ordinary rates and the **pre-existing conditions** exclusion does not apply.
- (f) If after assessment of the **member's** insurability **Unum** accept them subject to a medical rating, the increase in **benefit** is accepted at the medical rating and the **pre-existing conditions** exclusion does not apply.
- (g) No cover is provided in respect of the increase in **benefit** immediately **Unum** decline to insure the increase.

#### 4.6.6 Early entrant or late entrant

An **early entrant** or a **late entrant** may be a **member** if the **policyholder** requests they be eligible for membership under the **policy** to **Unum** in writing and **Unum** have given written agreement to the **policyholder**. No cover is provided until **Unum** have given written agreement to the **policyholder**.

When **Unum** have agreed to include them as a **member** they will be regarded as a new **member** and covered in accordance with either paragraph 4.6.1 or 4.6.2, as appropriate.

#### 4.6.7 Discretionary entrant or extended cover member

A **discretionary entrant** or **extended cover member** may be, or remain, a **member** if the **policyholder** requests and **Unum** have agreed in writing.

- (a) Evidence of insurability is required for the whole **benefit**.
- (b) No temporary cover pending underwriting is provided.
- (c) The **policyholder**, **employer** and the **employee**, as appropriate, must meet all of the special conditions or special terms specified in writing by **Unum**.
- (d) **Benefits** granted by **Unum** are fully covered and are not subject to the **pre-existing conditions** exclusion, unless stated in the acceptance notification.
- (e) No cover is provided until **Unum** decide to insure any **benefit**.

An increase in **benefit** in respect of any **extended cover member** or a **discretionary entrant** where the **discretionary entrant's benefit** has been accepted by **Unum** subject to special or restricted terms, will be covered in accordance with paragraph 4.6.5 (**Benefit** increase and the existing **benefit** exceeds the **automatic entry limit**) but the **automatic entry limit** is nil.

An increase in **benefit** in respect of a **discretionary entrant** where the **discretionary entrant's benefit** has been accepted by **Unum** without any special or restricted terms, will be covered in accordance with paragraph 4.6.3 or 4.6.4 or 4.6.5, as appropriate.

#### 4.7 Termination of membership

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

- (a) The date he ceases to be an **employee**.
- (b) The date he ceases to meet the **eligibility conditions** (other than any maximum entry age or **service** requirements). An **employee** remains a **member** in another **eligibility category** if they satisfy its conditions on ceasing to meet the conditions of their existing **eligibility category**.
- (c) The date he attains his **terminal age**.
- (d) The date he dies.
- (e) The date his normal place of employment ceases to be in the United Kingdom, (subject always to paragraph 4.9). An **employee** working in the Channel Islands, the Isle of Man or Ireland will be regarded as ordinarily employed in the United Kingdom, provided his **employer** is registered in the United Kingdom, the Channel Islands or the Isle of Man.
- (f) The date the **policy** is terminated.

Notwithstanding 4.7 (c) a **member** may become an **extended cover member** subject to the conditions of paragraph 4.6.7.

#### 4.8 Temporary absence from work

4.8.1 A **member** who is temporarily absent from work:

- (a) due to ill-health will continue to be treated by **Unum** as a **member** for the purposes of this **policy** for the **temporary absence period** commencing from the first day of the absence but not exceeding their **terminal 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 a **member** for the purposes of this **policy** for the period of absence commencing from the first day of the absence but not exceeding their **terminal 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 one month. Cover may be maintained for a period of up to 3 years but not exceeding their **terminal age**, providing the **policyholder** obtains **Unum's** written consent in advance of the absence. Cover may be maintained for the period of absence subject to such terms and conditions as **Unum** may decide.

- 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 70, 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, providing the **policyholder** obtains **Unum's** written consent in advance of the absence. Cover may be maintained for the period of absence subject to such terms and conditions as **Unum** may decide.

- 4.8.3 If **benefit** is based on **insured earnings**, the **insured earnings** on the day before the start of the **member's** absence will apply. However, for absence as in paragraph 4.8.1 (a) or (b) above, the **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 compound. The **benefit** will not be increased above the greater of the **automatic entry limit** and the **member's** existing **benefits** accepted by **Unum**, applicable on the day before the start of the **member's** absence.

If **benefit** is a flat amount, 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** during the period of absence.

Cover will cease for a **member** who 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 the same rules and conditions applicable to a new **member**.

#### 4.9 Overseas cover and secondment

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

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



(b) He is seconded from his United Kingdom resident **employer** to work for an overseas employer, and

1. his **employer** retains control over where and for whom he will work, and
2. the expected period of secondment does not exceed 3 years, and
3. 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).

(c) He is seconded from his United Kingdom resident **employer** to work overseas with a subsidiary of the **employer**, or with a company which is controlled by the **employer** or is within the same group as the **employer**, and

1. his **employer** retains control over where and for whom he will work, and
2. the expected period of secondment does not exceed 10 years, and
3. 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 A **member** who is seconded from his United Kingdom resident **employer** to work for another United Kingdom resident employer, whether his normal place of employment is in the United Kingdom or overseas, is still eligible for membership if:

- (a) his **employer** retains control over where and for whom he will work, and
- (b) the expected period of secondment does not exceed 10 years, and
- (c) 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).

4.9.3 **Benefit** and **premium** in respect of a **member** who is overseas are payable in pounds sterling (or, if different, the lawful currency of the United Kingdom). Where a **member's insured earnings** are not paid in pounds sterling, any **benefit** will be calculated using the pounds sterling equivalent of the **member's insured earnings** at the preceding **policy accounting date**.

4.9.4 Re-admission after ceasing to meet any of the conditions under paragraph 4.9.1 or 4.9.2 shall be subject to the same rules and conditions applicable to a new **member**.

## 5. CLAIMING BENEFIT

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

### 5.1 Entitlement for payment of benefit

#### 5.1.1 In respect of a member

**Benefit** becomes payable when a **member** has survived for 14 days following a **critical illness event** and remains a **member**. The amount of **benefit** payable in respect of a **member** is stated in the **schedule**. However, the amount of **benefit** shall not exceed the **maximum benefit limit**.

#### 5.1.2 In respect of a member's child

**Benefit** becomes payable when a **member's child** has survived for 14 days following a **critical illness event** and remains the **member's child**. The **critical illness** must be within the **cover type** applicable to the **member**. The amount of **benefit** payable in respect of a **member's child** is 25% of the **member's benefit**. However, the amount of **benefit** shall not exceed the **maximum benefit limit**.

**Benefit** payment is subject to the **pre-existing conditions** provisions in paragraph 6.3, applied to the **member's child** as it would to a **member**.

In respect of a **permanent total disability** claim, **benefit** will be payable if the **member's child** satisfies the conditions under the **permanent total disability** (any occupation) basis when considered as if they were an adult.

#### 5.1.3 In respect of a member's spouse (if spouse's cover has been selected)

Whether cover for a **member's spouse** applies is specified in the **schedule** for each **eligibility category**.

**Benefit** becomes payable when a **member's spouse** has survived for 14 days following a **critical illness event** prior to attaining the **terminal age** and remains the **member's spouse**. The **critical illness** must be within the **cover type** applicable to the **member**. The amount of **benefit** payable in respect of a **member's spouse** is stated in the **schedule**. However, the amount of **benefit** shall not exceed the **maximum benefit limit**.

**Benefit** payment is subject to the **pre-existing conditions** provisions in paragraph 6.3, applied to the **member's spouse** as it would to a **member**.

In respect of a **permanent total disability** claim, **benefit** will be payable if the **member's spouse** satisfies the conditions under the **permanent total disability** (activities of daily living) basis.

## 5.2 Payment of benefit

- 5.2.1 **Benefit** payable under this **policy**, whether in respect of the **member**, the **member's child** or the **member's spouse**, shall be paid to the **member**.

The legal receipt by the **member** or by any person, persons or corporation authorised by the **member**, with the approval of **Unum**, of any moneys 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 moneys so paid.

- 5.2.2 Once a claim has been admitted the **member**, the **member's child** or the **member's spouse**, as appropriate to the claim, ceases to be covered under the **policy** from the date of the relevant **critical illness event**. The **member**, the **member's child** or the **member's spouse**, as appropriate, shall then be covered from the day after the relevant **critical illness event** subject to the terms of the **pre-existing conditions** clause and applied as if the day after the relevant **critical illness event** was the day of becoming a **member**.

- 5.2.3 **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 **member** (which must be in the United Kingdom, the Channel Islands or the Isle of Man) as designated by the **member** in writing.

- 5.2.4 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** with respect to the occurrence of a **critical illness event** during such **policy accounting period**.

## 5.3 Notification and evidence required for a claim

### 5.3.1 Notification of critical illness event

The **policyholder** is required to notify **Unum** in writing within 21 days of the **critical illness event**.

If written notice of the claim is not received within 90 days of the date of the **critical illness event**, **Unum** shall have no liability to pay **benefit**.

A claim shall be submitted in the form requested by **Unum**.

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) Proof of membership.
- (b) Proof of the **member's insured earnings**.
- (c) Proof of survival for 14 days from the date of the **critical illness event**.

- (d) In respect of **permanent total disability**, proof of **permanent total disability** for a continuous period of 6 months.
- (e) The **member's** original birth certificate and the original birth certificate of the **member's child** or **member's spouse**, as appropriate.

If a 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.

- (f) Medical evidence to substantiate the **critical illness event** including:-
  1. completed forms from the **member** (or the **member's child** or **member's spouse**, as appropriate) and where applicable the **policyholder**, and a completed consent form for **Unum** to approach the **member's** (or the **member's child's** or **member's spouse's**, as appropriate) **medical practitioner** for information;
  2. medical reports by one or more **medical practitioners** or consultants selected by **Unum**. The **member** (or the **member's child** or **member's spouse**, as appropriate) may be required to undergo a medical examination by such **medical practitioners** or consultants at such times and places as **Unum** or the practitioners or consultants may require. The **member** (or the **member's child** or **member's spouse**, as appropriate) will provide appropriate samples for any tests, including blood tests and saliva tests.
- (g) Any other information, evidence, tests, evaluation or report that may be requested at any time by **Unum** or by the **medical practitioners** or consultants.

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** (or the **member's child** or **member's spouse**, as appropriate) in attending a medical examination and any tests or in supplying any other information.

The **policyholder** must ensure that the **member** (or the **member's child** or **member's spouse**, as appropriate) attends any examination when notified to do so, and will provide any other information requested under this paragraph within 28 days of the date of the request by **Unum**. If the **member** (or the **member's child** or **member's spouse**, as appropriate) fails to attend an examination, or the **policyholder** fails to provide requested information in the time provided, the claim may be declined by **Unum**.

**Unum** is not responsible for any errors or omissions from any information or evidence provided to it from any source.

#### 5.4 Claiming benefit overseas

As is the case for a **member** (or the **member's child** or **member's spouse**, as appropriate) residing in the United Kingdom, **benefit** may be paid only upon the **policyholder** giving **Unum** any information concerning their health and eligibility for **benefit** as provided under this **policy**, or as requested by **Unum**. Any information provided must be in a form satisfactory to **Unum**.

The cost of any medical examination and any tests (including blood tests and saliva tests) required by **Unum** which is carried out outside the United Kingdom will be paid for by **Unum** at the rates reasonably expected to be paid in the United Kingdom. **Unum** shall not be liable for any costs incurred by the **policyholder** or **member** (or the **member's child** or **member's spouse**, as appropriate) in attending a medical examination and any tests or in supplying any other information.

#### 5.5 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**.

#### 5.6 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. CRITICAL ILLNESSES, PRE-EXISTING CONDITIONS AND RELATED CONDITIONS

The **policy** offers two different **cover types**, **base cover** and **extra cover**. The **cover type** applicable to each **eligibility category** is defined within the **schedule**.

### 6.1 Critical illnesses covered under base cover

The following **critical illnesses** are covered under **base cover**. For payment of **benefit**, a **critical illness** must be established to the satisfaction of **Unum's** Chief Medical Officer.

#### 1. Alzheimer's Disease

A definite diagnosis of Alzheimer's disease by a Consultant Neurologist, Psychiatrist or Geriatrician. There must be permanent clinical loss of the ability to do all of the following:

- remember;
- reason; and
- perceive, understand, express and give effect to ideas.

For the above definition, the following are not covered:

- Other types of dementia.

#### 2. Cancer

Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue.

The term malignant tumour includes leukaemia, lymphoma and sarcoma.

For the above definition, the following are not covered:

- All cancers which are histologically classified as any of the following:
  - pre-malignant;
  - non-invasive;
  - cancer in situ;
  - having either borderline malignancy; or
  - having low malignant potential.
- All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0.
- Chronic lymphocytic leukaemia unless histologically classified as having progressed to at least Binet Stage A.
- Any skin cancer other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin).

### 3. Coronary Artery Bypass Grafts

The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a Consultant Cardiologist to correct narrowing or blockage of one or more coronary arteries with by-pass grafts.

### 4. Creutzfeldt-Jacob Disease

Diagnosis of Creutzfeldt-Jacob disease or New Variant CJD made by a Consultant Neurologist, evidenced by a significant reduction in mental and social functioning so that permanent supervision or assistance by a third party is required.

### 5. Heart Attack

The death of a portion of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:

- Typical clinical symptoms (for example, characteristic chest pain).
- New characteristic electrocardiographic changes.
- The characteristic rise of cardiac enzymes or Troponins recorded at the following levels or higher;
  - Troponin T > 1.0 ng/ml
  - AccuTnl > 0.5 ng/ml or equivalent threshold with other Troponin I methods.

The evidence must show a definite acute myocardial infarction.

For the above definition, the following are not covered:

- Other acute coronary syndromes including but not limited to angina.

### 6. Hodgkin's Disease

Covered as part of the Cancer definition.

### 7. Kidney Failure

Chronic and end stage failure of both kidneys to function, as a result of which regular dialysis is necessary.

### 8. Major Organ Transplant

The undergoing as a recipient of a transplant of bone marrow or of a complete heart, kidney, liver, lung or pancreas, or inclusion on an official UK waiting list for such a procedure.

For the above definition, the following is not covered:

- Transplant of any other organs, parts of organs, tissues or cells.

9. Motor Neurone Disease

A definite diagnosis of motor neurone disease by a Consultant Neurologist. There must be permanent clinical impairment of motor function.

10. Multiple Sclerosis

A definite diagnosis of multiple sclerosis by a Consultant Neurologist. There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.

11. Parkinson's Disease

A definite diagnosis of Parkinson's disease by a Consultant Neurologist. There must be permanent clinical impairment of motor function with associated tremor, rigidity of movement and postural instability.

For the above definition, the following is not covered:

- Parkinson's disease secondary to drug abuse.

12. Pre-Senile Dementia

Progressive deterioration in mental function of at least 6 months duration resulting in abnormal behaviour or deterioration of intellectual capacity such that permanent supervision or assistance is required to maintain existence. The deterioration must be due to organic brain disease, diagnosed by an appropriate consultant who is satisfied there is no other discernible cause.

13. Stroke

Death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following are not covered:

- Transient ischaemic attack.
- Traumatic injury to brain tissue or blood vessels.



## 6.2 Critical illnesses covered under extra cover

The following **critical illnesses** are covered under **extra cover** in addition to those **critical illnesses** covered under **base cover**. For payment of **benefit**, a **critical illness** must be established to the satisfaction of **Unum's** Chief Medical Officer.

### 1. Aorta Graft Surgery

The undergoing of surgery for disease to the aorta with excision and surgical replacement of a portion of the diseased aorta with a graft.

The term aorta includes the thoracic and abdominal aorta but not its branches.

For the above definition, the following are not covered:

- Any other surgical procedure, for example the insertion of stents or endovascular repair.
- Surgery following traumatic injury to the aorta.

### 2. Balloon Angioplasty

The undergoing of any interventional technique, on the advice of a Consultant Cardiologist, involving the use of transluminal coronary catheters to correct significant stenosis of at least 50% diameter narrowing of two or more coronary arteries as part of a single procedure. Angiographic evidence to support the necessity for the procedure will be required.

### 3. Balloon Valvuloplasty

The actual insertion on the advice of a Consultant Cardiologist of a balloon catheter through the orifice of one of the valves of the heart and the inflation of the balloon to relieve valvular abnormalities.

### 4. Benign Brain Tumour

A non-malignant tumour or cyst in the brain, cranial nerves or meninges within the skull, resulting in permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following are not covered:

- Tumours in the pituitary gland.
- Angiomas.

### 5. Blindness

Permanent and irreversible loss of sight to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in the better eye using a Snellen eye chart.

6. Chronic Lung Disease including Emphysema

Severe and permanent restrictive lung disease where there is dyspnoea at rest with markedly abnormal pulmonary function tests. The diagnosis must be evidenced by all of the following:

- The need for continuous daily oxygen therapy.
- Vital Capacity being less than 50% of normal.
- FEV1 (Forced Expiratory Volume at 1 second) being less than 50% of normal.

7. Coma

A state of unconsciousness with no reaction to external stimuli or internal needs which:

- requires the use of life support systems for a continuous period of at least 96 hours; and
- results in permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following is not covered:

- Coma secondary to alcohol or drug abuse.

8. Deafness

Permanent and irreversible loss of hearing to the extent that the loss is greater than 95 decibels across all frequencies in the better ear using a pure tone audiogram.

9. Heart Valve Replacement or Repair

The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a Consultant Cardiologist to replace or repair one or more heart valves.

10. HIV infection

Infection by Human Immunodeficiency Virus (HIV) resulting from:

- a blood transfusion given as part of medical treatment;
- a physical assault; or
- an incident occurring during the course of performing normal duties of employment;

after becoming a **member** and satisfying all of the following:

- The incident must have been reported to the appropriate authorities and have been investigated in accordance with the established procedures.

- Where HIV infection is caught through a physical assault or as a result of an incident occurring during the course of performing normal duties of employment, the incident must be supported by a negative HIV antibody test taken within 5 days of the incident.
- There must be a further HIV test within 12 months confirming the presence of HIV or antibodies to the virus.
- The incident causing infection must have occurred in the E.C., North America or Australasia.

For the above definition, the following is not covered:

- HIV infection resulting from any other means, including sexual activity or drug abuse.

11. Loss of Hands or Feet

Permanent physical severance of any combination of 2 or more hands or feet at or above the wrist or ankle joints.

12. Loss of Speech

Total permanent and irreversible loss of the ability to speak as a result of physical injury or disease.

13. Open Heart Surgery

The undergoing of open heart surgery, on the advice of a Consultant Cardiologist, to correct valvular and structural abnormalities.

14. Paralysis of Limbs

Total irreversible loss of muscle function to the whole of any two limbs.

15. Pulmonary Artery Surgery

The actual undergoing of surgery on the advice of a Consultant Cardiothoracic Surgeon for a disease of the pulmonary artery to excise and replace the diseased pulmonary artery with a graft.

16. Rheumatoid Arthritis

Widespread joint destruction with major clinical deformity of three or more of the following joint areas; hands, wrists, elbows, cervical spine, knees, ankles, metatarsophalangeal joints in the feet.

The severity of the disease shall be such that the **member** will have been unable to perform the **material and substantial duties** of his **insured occupation** and any other to which suited by education, training or experience for a continuous period of 6 months.

17. Terminal Illness

Advanced or rapidly progressing incurable illness where, in the opinions of an attending Consultant and our Chief Medical Officer, the life expectancy is no greater than 12 months.

For the above definition, the following is not covered:

- A claim submitted after the death of the **member**.

18. Third Degree Burns

Burns that involve damage or destruction of the skin to its full depth through to the underlying tissue and covering at least 20% of the body's surface area.

19. Traumatic Head Injury

Death of brain tissue due to traumatic injury resulting in permanent neurological deficit with persisting clinical symptoms.

20. Permanent total disability

Please refer to the **schedule** to determine which **permanent total disability** basis has been selected for each **eligibility category**.

The bases of **permanent total disability** which may apply are:

- (a) **permanent total disability** (any occupation)
- (b) **permanent total disability** (activities of daily living)
- (c) **permanent total disability** (current occupation)

In respect of a **permanent total disability** claim for a **member's child**, **benefit** will be payable if the **member's child** satisfies the conditions under the **permanent total disability** (any occupation) basis when considered as if they were an adult.

In respect of a **permanent total disability** claim for a **member's spouse**, **benefit** will be payable if the **member's spouse** satisfies the conditions under the **permanent total disability** (activities of daily living) basis.

In respect of all **permanent total disability** claims, no **benefit** shall be payable in respect of a **member** (or the **member's child** or **member's spouse**, as appropriate) for any incapacity which directly or indirectly results from, or is related to, the **member** (or the **member's child** or **member's spouse**, as appropriate) being infected with HIV or having developed AIDS. HIV means any Human Immunodeficiency Virus with which the **member** (or the **member's child** or **member's spouse**, as appropriate) is at any time found to be infected. AIDS means Acquired Immunodeficiency Syndrome which the **member** (or the **member's child** or **member's spouse**, as appropriate) is at any time found by medical history, examination or testing to have developed.

(a) Any occupation

**Permanent total disability** (any occupation) means that as a result of illness or injury **Unum** is satisfied that the **member** has been unable to perform any part of any occupation for a continuous period of 6 months and, with the benefit of the medical technology available at the date of assessment, will remain unable to do so for the remainder of his life.

(b) Activities of daily living

**Permanent total disability** (activities of daily living) means that as a result of illness or injury **Unum** is satisfied that the **member** has satisfied one of the following four conditions for a continuous period of 6 months and, with the benefit of the medical technology available at the date of assessment, will remain unable to do so for the remainder of his life:

1. permanent confinement to a wheelchair, or
2. permanent hospitalisation/residence in a nursing home on the advice of a medical practitioner, or
3. severe intellectual impairment as a result of organic disease or trauma as determined by standard tests resulting in the **member** being unable to perform everyday activities such as recognising the transactional value of money and handling basic household finances, taking prescribed medication, and being able to answer the telephone and reliably taking a message, or
4. being permanently unable to fulfil any 3 of the following activities unassisted by another person:
  - walk 100 metres,
  - get into and out of a vehicle,
  - put on or take off all necessary items of clothing,
  - using normal cutlery, eat food that has already been prepared,
  - wash themselves all over,
  - climb stairs.

(c) Current occupation

**Permanent total disability** (current occupation) means that as a result of illness or injury **Unum** is satisfied that the **member** has been unable to perform the **material and substantial duties** of his **insured occupation** for a continuous period of 6 months and, with the benefit of the medical technology available at the date of assessment, will remain unable to do so for the remainder of his life.

This basis is only available for a **member** who has not attained age 60. If the **terminal age** is greater than age 60, then on attaining age 60 a **member** is automatically switched to the **permanent total disability** (any occupation) basis.

### 6.3 Pre-existing conditions

- 6.3.1 For a **member** whose **benefit** is below the **automatic entry limit**, any **critical illness** or **related condition** with which they had suffered a **critical illness event** prior to becoming a **member** will be excluded from cover.

If a **member** has previously suffered a **critical illness event** he will not be able to claim for any further incidence of that **critical illness**. For this purpose, if a **member** has already suffered or received a previous diagnosis of heart attack, coronary artery bypass grafts, heart transplant or stroke, he may not claim for any subsequent incidences of any of these **critical illnesses** or for the major organ transplant **critical illness**.

No **benefit** will be paid in respect of a **critical illness** where the **member** had been treated for or had been aware of a **related condition** prior to the date of becoming a **member**.

If a **member** suffers or has previously suffered any malignant tumour(s) under the cancer **critical illness**, no **benefit** will be paid in respect of any subsequent cancer whether or not such cancer is connected to or associated with the prior diagnosis of cancer.

If a **member** has received a previous diagnosis of diabetes mellitus, no **benefit** is payable under the balloon angioplasty, blindness, coma, coronary artery bypass grafts, heart attack, kidney failure, major organ transplant, open heart surgery, **permanent total disability** or stroke **critical illnesses**.

If a **member** has previously suffered any **critical illness** or any **related condition**, no **benefit** is payable under **permanent total disability** or the paralysis of limbs or the terminal illness **critical illnesses**.

If a **member** has previously suffered terminal illness **critical illness**, no **benefit** is payable under any other **critical illness**.

- 6.3.2 In respect of a **member's** initial **benefit, related conditions** (except those for **permanent total disability**, paralysis of limbs and terminal illness **critical illnesses** and a diagnosis of diabetes mellitus) will be disregarded if a period of 2 years has elapsed from the date of becoming a **member**, without the **member** suffering a covered **critical illness event**.

In respect of an increase in a **member's benefit, related conditions** (except those for **permanent total disability**, paralysis of limbs and terminal illness **critical illnesses** and a diagnosis of diabetes mellitus) will be disregarded if a period of 2 years has elapsed from the date of the **benefit** increase, without the **member** suffering a covered **critical illness event**. The period of 2 years is waived if the increase in **benefit** is related to an increase in the **member's insured earnings** which is in line with a general pay increase made by the **employer**.

**Related conditions** apply indefinitely for **permanent total disability**, paralysis of limbs and terminal illness **critical illnesses** and a diagnosis of diabetes mellitus.

6.3.3 If immediately prior to the **commencement date** the **benefits** in respect of the **members** were insured on an identical basis, then the period of 2 years required to disregard **related conditions** in accordance with paragraph 6.3.2 can take account of the period the **member** was insured by the previous insurer.

#### 6.4 Related conditions for base cover

The conditions relevant to **critical illnesses** under **base cover** for the purposes of **pre-existing conditions** as set out in paragraph 6.3.

##### 1. Alzheimer's Disease

Organic brain disease, circulatory brain disorder, disease of the central nervous system, Parkinson's disease, epilepsy, depression, dementia, amnesic (memory) disorder, aphasia, psychosis.

##### 2. Cancer

Polyposis coli, papilloma of the bladder or any carcinoma-in-situ.

##### 3. Creutzfeldt-Jacob Disease

Organic brain disease, circulatory brain disorder, disease of the central nervous system, Parkinson's disease, epilepsy, depression, dementia, amnesic (memory) disorder, aphasia, psychosis.

##### 4. Heart Attack and Coronary Artery Bypass Grafts

- Any disease or disorder of the heart including obstructive or occlusive arterial disease.
- Diabetes mellitus (this remains applicable indefinitely).
- Blood pressure or cholesterol treated at any time (whether controlled or not) by prescribed medication.
- Three blood pressure readings at least 7 days apart and exceeding by more than 10% the normal limit for the age of the individual and according to health guidelines applicable at the time of recording.
- Two total cholesterol levels recorded at least 7 days apart and exceeding by more than 20% the normal limit for the age of the individual according to health guidelines applicable at the time of recording.
- Height:weight ratio equivalent to a BMI of more than 40 recorded by a healthcare practitioner.

##### 5. Hodgkin's Disease

There are no related conditions.

## 6. Kidney Failure

- Blood pressure treated at any time (whether controlled or not) by prescribed medication.
- Three blood pressure readings at least 7 days apart and exceeding by more than 10% the normal limit for the age of the individual and according to health guidelines applicable at the time of recording.
- Familial polycystic kidney disease.
- Diabetes mellitus (this remains applicable indefinitely).
- Any chronic renal disease or disorder.

## 7. Major Organ Transplant

Cardiomyopathy, coronary artery disease, cardiac failure, chronic liver disease, chronic pancreatitis, pulmonary hypertension, chronic lung disease or chronic kidney disease. Also diabetes mellitus which remains applicable indefinitely.

## 8. Motor Neurone Disease

Progressive muscular atrophy, primary lateral sclerosis, progressive bulbar palsy.

## 9. Multiple Sclerosis

Any form of neuropathy, encephalopathy or myelopathy (disorders of function of the nerves) including but not restricted to the following:

- abnormal sensation (numbness) of the extremities, trunk or face
- weakness or clumsiness of a limb
- double vision
- partial blindness
- ocular palsy
- vertigo (dizziness)
- difficulty of bladder control
- optic neuritis
- spinal cord lesion
- abnormal MRI scan

## 10. Parkinson's Disease

Treatment with psychotropic medication, tremor, extra pyramidal disease.

## 11. Pre-Senile Dementia

Organic brain disease, circulatory brain disorder, disease of the central nervous system, Parkinson's disease, epilepsy, depression, dementia, amnesic (memory) disorder, aphasia, psychosis.



## 12. Stroke

- Diabetes mellitus (this remains applicable indefinitely).
- Blood pressure or cholesterol treated at any time (whether controlled or not) by prescribed medication.
- Two blood pressure readings at least 7 days apart and exceeding by more than 10% the normal limit for the age of the individual and according to health guidelines applicable at the time of recording.
- Two total cholesterol levels recorded at least 7 days apart and exceeding by more than 20% the normal limit for the age of the individual according to health guidelines applicable at the time of recording.
- Height:weight ratio equivalent to a BMI of more than 40 recorded by a healthcare practitioner.
- Atrial fibrillation.
- Transient ischaemic attack.
- Intracranial aneurysm.
- Occlusive arterial disease.

### 6.5 Related conditions for extra cover

The conditions relevant to **critical illnesses** under **extra cover** for the purposes of **pre-existing conditions** as set out in paragraph 6.3.

#### 1. Aorta Graft Surgery, Balloon Angioplasty, Balloon Valvuloplasty, Heart Valve Replacement or Repair and Open Heart Surgery

- Any disease or disorder of the heart.
- Blood pressure treated at any time (whether controlled or not) by prescribed medication.
- Three blood pressure readings each at least 7 days apart and exceeding by more than 10% the normal limit for the age of the individual and according to health guidelines applicable at the time of recording.
- Any obstructive or occlusive arterial disease.

#### 2. Benign Brain Tumour

Neurofibromatosis (Von Recklinghausen's disease), haemangioma (Von Hippel-Lindau disease).

#### 3. Blindness

Glaucoma, pituitary tumour, optic atrophy, papilloedema, retrobulbar neuritis, sarcoidosis, malignant exophthalmos, transient ischaemic attack, stroke, multiple sclerosis, uveitis. Also diabetes mellitus which remains applicable indefinitely.

#### 4. Chronic Lung Disease including Emphysema

Chronic obstructive airways disease.

#### 5. Coma

Self-inflicted injury or misuse of drugs or alcohol.

6. Deafness

Acoustic nerve tumour, neurofibromatosis (Von Recklinghausen's disease).

7. HIV infection

No **benefit** will be payable in respect of a **member** who, at any time prior to the date of becoming a **member**, has been infected with any Human Immunodeficiency Virus (HIV) or has demonstrated any antibodies to such virus.

8. Loss of Hands or Feet

Peripheral vascular disease, bone cancer and soft tissue cancer.

9. Loss of Speech

Stroke, transient ischaemic attack, motor neurone disease, brain or throat tumour, laryngeal polyps.

10. Paralysis of Limbs

The following related conditions for paralysis of limbs remain applicable indefinitely; multiple sclerosis, muscular dystrophy, motor neurone disease, or any disease or disorder of the brain, spinal cord or column.

11. Permanent Total Disability

The following related conditions for **permanent total disability** remain applicable indefinitely; multiple sclerosis, muscular dystrophy, motor neurone disease or any disease or disorder of the brain, spinal cord or column, chronic or recurrent mental illness, fatigue, back, neck, joint or muscle pain, arthritis.

12. Pulmonary Artery Surgery

Pulmonary valve stenosis, Fallot's tetralogy, patent ductus arteriosus.

13. Rheumatoid Arthritis

Inflammatory polyarthropathy.

14. Terminal Illness

All other **critical illnesses** (which remain applicable indefinitely).

15. Third Degree Burns

There are no related conditions.

16. Traumatic Head Injury

There are no related conditions.

## 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 or 4.2.4.

If the **policy** is amended the entitlement to **benefit** for a **critical illness event** prior to the amendment will be paid in accordance with the **policy conditions** applicable at the date of the **critical illness event**.

### 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, 4.2.4, 7.4, 7.6 and 7.7.

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

If the **policy** is terminated the entitlement to **benefit** for a **critical illness event** prior to the termination will be paid in accordance with the **policy conditions** applicable at the date of the **critical illness event**.

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

### 7.4 Cessation of business of the **policyholder**

7.4.1 In the event that the **policyholder** ceases to carry on business, or if an order is made or a resolution passed for the winding up of the **policyholder** 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 **policyholder** is assigned to or succeeded to by another person, and the new person undertakes all the duties and responsibilities of the **policyholder**, 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 **policyholder**, from the date that the assignment or succession takes place.

### 7.5 A participating **employer** ceasing business

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

#### 7.6 Minimum membership under the **policy**

This **policy** is issued on the basis that the minimum number of **members** under the **policy** is 5 (or such other number of **members** as notified in writing by **Unum** to the **policyholder**). The **policyholder** undertakes to notify **Unum** in writing as soon as reasonably practicable after becoming aware that the number of **members** is to fall or has fallen below the minimum number of **members**.

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

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

**Unum** has the right to terminate this **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**.

#### 7.8 Reinstatement of the **policy**

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

- (a) in relation to a **member** to whom cover under the **policy** in excess of the **automatic entry limit** applies, reinstatement of the **policy** shall be subject to the acceptance of such evidence of insurability as may be required by **Unum**;
- (b) the **pre-existing conditions** shall take effect from the date of reinstatement;
- (c) the **premium rate** may be revised with effect from the date of reinstatement;
- (d) **Unum** shall not be liable for any claims whatsoever arising during the period from the date of termination to the date of reinstatement; and
- (e) payment has been made to **Unum** of such **premium** and any other charges which remain unpaid, including interest, from the date on which the **policy** is deemed to have been reinstated.

If **Unum** agrees to reinstate 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 terms and conditions as advised by **Unum**.

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

## 8. MISCELLANEOUS

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

### 8.1 Ability to terminate a member's employment

Payments in respect of a **critical illness event** are made without thereby admitting any legal liability in respect of such **critical illness event** 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 a **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 a **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.

## 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**;

**Unum** is entitled to decline payment of **benefit** in respect of a **member** if at the time of their **critical illness event** or before payment of **benefit** the **member** becomes a **restricted person**, by giving the **policyholder** notice in writing.

**restricted person** means a person subject to national, regional or multilateral trade or financial sanctions under applicable laws and regulations, including but not limited to 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**

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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.

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