



## GROUP CRITICAL ILLNESS INSURANCE POLICY

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

Preamble

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

The **policy** is issued on the basis of the information provided in the quotation request or specification and the application form completed by the **policyholder**, in addition to any **member** disclosures, and any proposal or supplementary proposal made by or on behalf of the **policyholder** to **Unum**.

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



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## 1. INTERPRETATION

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



## 2. DEFINITIONS

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

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

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

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

**Automatic entry limit** means the maximum **benefit** that **Unum** will provide for any **member** without the need for **medical underwriting**, subject to the **pre-existing conditions** exclusion in paragraph 6.3.

**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 ("**Critical illnesses** covered under **base cover**").

**Benefit** means any monetary amounts paid or payable in respect of a **member** (or the **member's child** or **member's spouse**, as appropriate) under the **policy**. The **benefit** applicable to each **eligibility category** is specified in the **schedule**.

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

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

**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 ILLNESSES, PRE-EXISTING CONDITIONS AND RELATED CONDITIONS**").

**Critical illness event** means the diagnosis of a medical condition or undergoing a surgical procedure listed as a **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 ("**CRITICAL ILLNESSES, PRE-EXISTING CONDITIONS AND RELATED CONDITIONS**").

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 an individual who does not satisfy the **eligibility conditions** but is included as a **member** (but excludes an **early entrant** and a **late entrant**), subject to the conditions of paragraphs 4.1.3 (“**Discretionary entrant, early entrant or late entrant**”) and 4.6.7 (“**Discretionary entrant**”).

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

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

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

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

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

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

**Employer** means, for the purpose of this **policy**, the **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**, and in respect of whom such approval has not been withdrawn by **Unum**.

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

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

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



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

**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 (“**Critical illnesses** covered under **extra cover**”).

**Extended cover member** means a **member** who is in **service** with the **employer** past the **terminal age** but is included as a **member** subject to the conditions of paragraphs 4.1.4 and 4.6.8 (“**Extended cover member**”).

**Illness** means ill-health or disease as evidenced by a significant or objectively determined deterioration in physical or mental health.

**Injury** means a trauma to the body from any cause.

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

**Irreversible** means cannot be reasonably improved upon by medical treatment and/or surgical procedures used by the National Health Service in the UK at the time of claim.

**Late entrant** means an individual who satisfies the **eligibility conditions** and who was admitted to membership under the **policy** no more than 12 months after their first opportunity but is included as a **member**, subject to the conditions of paragraphs 4.1.3 (“**Discretionary entrant, early entrant or late entrant**”) and 4.6.6 (“**Early entrant or late entrant**”), and has been confirmed as such in writing by **Unum** to the **policyholder**.

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

**Maximum 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 review 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**.



**Medical underwriting** means the process whereby **Unum** assesses whether there is an increased risk of a **member** or **candidate member** suffering a **critical illness event** in the circumstances of and using the information described in paragraph 4.6 (“**Medical underwriting requirements**”) and **medically underwritten** shall be construed accordingly.

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

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

**Minimum premium** means the minimum amount of **premium** which will be charged for a **policy accounting period**. The **minimum premium** applicable to this **policy** shall be £750 per annum or such other amount as **Unum** shall specify by **notice in writing** to the **policyholder**. **Notice** or **Notice in writing** means notice given in accordance with paragraphs 9.5 (“**Notices**”) and 1.3.

**Permanent** means expected to last throughout the life of the **member** with no prospect of improvement, irrespective of when the cover ends or the **member** retires.

**Permanent neurological deficit with persisting clinical symptoms** means symptoms of dysfunction in the nervous system that are present on clinical examination and expected to last throughout the **member’s** life.

Symptoms that are covered include numbness, hyperaesthesia (increased sensitivity), paralysis, localised weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty in swallowing), visual impairment, difficulty in walking, lack of coordination, tremor, seizures, lethargy, dementia, delirium and coma.

The following are not covered:

- (a) An abnormality seen on brain or other scans without definite related clinical symptoms
- (b) Neurological signs occurring without symptomatic abnormality, e.g. brisk reflexes without other symptoms
- (c) Symptoms of psychological or psychiatric origin.

**Permanent total disability** where referred to in the **schedule** has the same meaning as **total permanent disability**.

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

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

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

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

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



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

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

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

**Pre-existing 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 (“**Pre-existing conditions**”).

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

**Premium rate** means the annual rate of **premium** for each £1,000 of **insured**

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

**Related conditions** means those conditions which are expressly defined in paragraphs 6.4 (“**Related conditions for base cover**”) and 6.5 (“**Related conditions for extra cover**”) for the purposes of **pre-existing conditions**.

**Restricted person** means a person or entity subject to national, regional or multilateral trade or financial sanctions under applicable laws and regulations, including, but not limited to, persons designated as a Politically Exposed Person as described in the Money Laundering Regulations 2007, or high risk individual or entity or persons designated on the United States Department of the Treasury, Office of Foreign Assets Control (OFAC) List of Specifically Designated Nationals and Other Blocked Persons (including terrorists), United States State Department Non-proliferation Sanctions Lists, United States Department of Commerce Denied Parties List, Entity List or Unverified List, United Nations Financial Sanctions Lists, or the European Union or United Kingdom Bank of England Consolidated Lists of Financial Sanctions Targets, in force from time to time.

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

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

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

**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 4.7 (“Temporary absence from work”)). The **temporary absence period** applicable for each **eligibility category** is specified in the **schedule**.

**State Pension Age (SPA)** means the age at which the **member** is first entitled to receive the basic state pension or any benefit that may replace it.

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

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

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

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

**Total permanent disability** cover applies if **extra cover** is selected and means the condition described in whichever basis in paragraph 6.2 21. (“**Total permanent disability**”) has been selected by the **policyholder**, the different bases are called:

- **total permanent disability** (any occupation) – unable to do any occupation at all ever again
- **total permanent disability** (activities of daily living) – unable to look after yourself ever again
- **total permanent disability** (own occupation) – unable before age 60 to do your own occupation ever again

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

A reference in the **schedule** to **permanent total disability** (current occupation) has the same meaning as **total permanent disability** (own occupation).

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

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

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



### 3. PREMIUMS

#### 3.1 [Calculation of premium](#)

##### 3.1.1 [Calculation basis](#)

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

- (a) The sum of all **insured earnings** on the first day of the **policy accounting period** (or the sum of all **benefit**, if appropriate)
- (b) Any non-standard **premium** loading
- (c) The **premium rate** or **premium rates** then in effect
- (d) The **minimum premium**

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

##### 3.1.2 [Information required for premium calculation](#)

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

The information provided as at the day immediately preceding the **policy accounting date** shall be used to calculate the **premium**

payable in respect of the **policy accounting period** ending on that date.

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

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

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

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

#### 3.2 [Payment of premium](#)

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

3.5.1 ("Changes allowing early revision of the **premium rate**").

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

#### 3.3 [Deposit premium](#)

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

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

- (a) if the deposit **premium** for any **policy accounting period** proves to have been more than the **premium**, Unum will refund the excess to the **policyholder**, or



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

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

### 3.4 Adjustment of premium

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

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

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

Where a refund of **premium** is payable, **Unum** may offset the refund against premiums due

under another policy of the **policyholder** with **Unum**, after **Unum** has given 14 days **notice in writing** to the **policyholder**.

### 3.5 Premium rate revision

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

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

#### 3.5.1 Changes allowing early revision of the premium rate

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

- (a) the number of **members** or the total **benefit** in respect of all **members** is changed by more than 25% from that notified to **Unum** for the **effective date** or the **policy accounting date** at which the **premium rate** was determined, and/or
- (b) a new **employer** is approved by **Unum** and/or the **policyholder** or an existing **employer** ceases to be approved by **Unum** (under the definition of **employer**), and/or

- (c) there has been a significant overall change in the occupations of the **members** or where they work

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

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

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

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

#### 3.5.2 The revised premium rate

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

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



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

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

In the event of the **policyholder**:

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

then in addition to paragraph 5.4.3 (“Unpaid **premium**”) **Unum** shall have the right to terminate this **policy** upon giving 14 days **notice in writing** to the **policyholder**.

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

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

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

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



## 4. MEMBERSHIP

### 4.1 [Eligibility for membership](#)

#### 4.1.1 [New member](#)

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

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

If the **eligibility category** requires membership of a pension arrangement of the **employer**, then the **candidate member** must have joined the pension arrangement either within 12 months of first being able to do so or at a subsequent **auto-enrolment event**, to satisfy that eligibility requirement.

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

#### 4.1.2 [Entry date](#)

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

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

entry date	meaning
Daily	the day
Monthly	the first day of a month
Quarterly	the <b>policy accounting date</b> or the date 3, 6, or 9 months thereafter.
Half-yearly	the <b>policy accounting date</b> or the date 6 months thereafter
Annual	the <b>policy accounting date</b>
Closed	no further individual shall become a <b>member</b> after the date specified in the <b>schedule</b>

#### 4.1.3 [Discretionary entrant, early entrant or late entrant](#)

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

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

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

Provisions relating to the **medical underwriting** of a **discretionary entrant** are set out in paragraph 4.6.7 (“**Discretionary entrant**”) and **Unum’s automatic entry limit** will not apply to any part of the **benefit**.



#### 4.1.4 Extended cover member

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

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

An individual who joins **service** after the **terminal age** may become an **extended cover member**, subject to the **pre-existing conditions** exclusion on the day they become an **extended cover member**.

An **extended cover member** with a fixed-term contract or engagement which ceases before age 70 may remain an **extended cover member** if they have a new fixed-term contract of employment or engagement to a later date. In this position the individual is treated as joining **service** after the **terminal age**.

An **extended cover member** will automatically cease to be a **member** and all **benefit** for such a **member** will automatically cease on their attaining age 70, without further notice, if such **benefit** has not already ceased.

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

#### 4.1.5 Discretionary opt-out

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

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

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

#### 4.2 Membership information to be provided

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

- (a) vary the terms and provisions of this **policy**, and/or
- (b) terminate the **policy**, and/or
- (c) take such other action as **Unum** determines to be appropriate which may include reducing **Unum's automatic entry limit**, and/or varying the level of **benefit**,

and/or altering the eligibility of individuals to be **members**, and/or

- (d) withhold payment of any new claim notified while the requested information remains outstanding

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

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

#### 4.3 Automatic entry limit

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

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



(e) 4.6.7 (“**Discretionary entrant**”)

(f) 4.6.8 (“**Extended cover member**”)

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

**Unum’s automatic entry limit** is automatically removed if there are fewer than the **minimum number of members**.

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

If **Unum** increases the **automatic entry limit**, the increased level will apply to all **members** subject to the **pre-existing conditions** exclusion as set out in paragraph 6.3 (“**Pre-existing conditions**”) on the date of the increase. Any **premium** loading in respect of such a **member** will be calculated on any **benefit** in excess of **Unum’s** increased **automatic entry limit**. An **automatic entry limit** increase will not apply to any **benefit** in respect of a **member** already subject to special or restricted terms, unless specifically stated otherwise by **Unum**.

When assessing whether the **benefit** exceeds **Unum’s automatic entry limit**, all **benefit** in respect of the **member** under this **policy** and any **associated policies** will be taken into account.

**Unum’s automatic entry limit** does not apply to any **member** in an **eligibility category** with fewer than 3 **members**, except where otherwise agreed in writing by **Unum**.

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

Where provided for under paragraphs 4.5 (“**Members** previously insured with another insurer”) and 4.6 (“**Medical underwriting** requirements”) temporary cover for **benefit** (or any part of **benefit**) which are in the process of being **medically underwritten** by **Unum** will be provided in respect of a **member** but excluding cover:

- (a) Where the terms of the **pre-existing conditions** exclusion in paragraph 6.3 (“**Pre-existing conditions**”) apply
- (b) In respect of hazardous pursuits, attempted suicide or self-inflicted injury
- (c) Under **total permanent disability** (own occupation) or **total permanent disability** (any occupation) as in paragraph 6.2 21. (“**Total permanent disability**”), where **extra cover** has been selected, temporary cover is provided under the **total permanent disability** (activities of daily living) basis instead

The temporary cover is provided for a period of 2 months (or, if earlier, until the completion of **medical underwriting**) from the date the **member** is eligible to become a **member** or is eligible for a **benefit** increase, as appropriate, subject to the following conditions:

1. **Unum’s automatic entry limit** is greater than nil, and
2. The **member** is not a **discretionary entrant** or **extended cover member**, and
3. If the individual is an **early entrant** or **late entrant**, **Unum** has given written agreement to the **policyholder** that they can be eligible for membership, and
4. The **member** is not already subject to any special or restricted terms

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

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

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

- (a) The **member** will be treated as a new **member** in accordance with either paragraph 4.6.1 (“**New member - benefit** does not exceed **Unum’s automatic entry**”



limit”) or 4.6.2, (“New member - benefit exceeds Unum’s automatic entry limit”) as appropriate

- (b) **Unum’s 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, unless **Unum** specifically states otherwise

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

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

- (a) Where the **member** did not have benefit accepted subject to a medical rating or declined or restricted or acceptance of their benefit postponed by the previous insurer:

**Unum** will cover **benefit** up to **Unum’s automatic entry limit** at ordinary rates subject to the **pre-existing conditions** exclusion in paragraph 6.3 (“**Pre-existing conditions**”). 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.

Any previously insured level of benefits in excess of **Unum’s automatic entry limit** will be underwritten in accordance with paragraph 4.6.2 (“New **member – benefit** exceeds **Unum’s automatic entry limit**”).

Any increase over the previously insured level of benefit will be underwritten in accordance with paragraph 4.6.3 (“**Benefit** increase where the total **benefit** does not exceed **Unum’s automatic entry limit**”), 4.6.4 (“**Benefit** increase so it exceeds **Unum’s automatic entry limit** for the first time”) or 4.6.5 (“**Benefit** increase and the existing **benefit** exceeds **Unum’s automatic entry limit**”), as appropriate.

- (b) Where the **member** had benefit accepted subject to a medical rating or declined or restricted, or acceptance of their benefit was postponed by the previous insurer:

**Unum** will cover the previously insured level of benefit on underwriting terms that are no worse than those provided by the previous insurer. While **Unum** will accept cover on the same terms the monetary amount of **premium** may differ.

Any increase over the previously insured level of benefit will be underwritten in accordance with paragraph 4.6.5 (“**Benefit** increase and the existing **benefit** exceeds **Unum’s automatic entry limit**”), but the **automatic entry limit** and temporary cover

pending **medical underwriting** does not apply.

#### 4.6 Medical underwriting requirements

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

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

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

- (a) Proof of age
- (b) Evidence of the average number of hours per week worked in their usual occupation
- (c) Details of their contract of employment or partnership agreement, as appropriate
- (d) Evidence of state of health
- (e) Any other evidence, including lifestyle information (for example participation in hazardous sports), to determine whether there is an increased risk of suffering a **critical illness event** at any time in the future



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

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

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

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

#### Failure to provide information

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

particular circumstances, which may include one or more of the following:

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

#### 4.6.1 New member - benefit does not exceed Unum’s automatic entry limit

Where a new **member’s** proposed **benefit** does not exceed **Unum’s automatic entry limit**, **benefit** is provided with no **medical underwriting** subject to the **pre-existing conditions** exclusion on the day they become a **member**.

#### 4.6.2 New member - benefit exceeds Unum’s automatic entry limit

Where a new **member’s** proposed **benefit** will exceed **Unum’s automatic entry limit**:

- (a) **Benefit** is provided up to **Unum’s automatic entry limit** with no **medical**

**underwriting**, subject to the **pre-existing conditions** exclusion on the day they became a **member**

- (b) **Medical underwriting** is required in respect of that part of the **benefit** which exceed **Unum’s automatic entry limit**, unless **Unum** determines otherwise
- (c) Temporary cover is provided in respect of the part of **benefit** which exceeds **Unum’s automatic entry limit** for up to 2 months from the date of becoming a **member**, subject to the **pre-existing conditions** exclusion, subject always to the conditions of temporary cover pending **medical underwriting** as are set out in paragraph 4.4 (“Temporary cover pending **medical underwriting**”)
- (d) If once **medical underwriting** has been completed and **Unum** has agreed to insure any **benefit** above the **automatic entry limit** on ordinary rates, the whole of their **benefit** is accepted at ordinary rates and the **pre-existing conditions** exclusion does not apply. Also any restrictions relating to temporary cover will no longer apply
- (e) If once **medical underwriting** has been completed and **Unum** has agreed to insure any **benefit** above the **automatic entry limit** subject to a medical rating, the whole of their **benefit** is accepted at the medical rating and the **pre-existing conditions** exclusion does not apply. Also any



restrictions relating to temporary cover will no longer apply

- (f) No cover is provided in respect of that part of the **benefit** which exceeds **Unum's automatic entry limit** from the date that **Unum** declines to insure any such **benefit**

#### 4.6.3 [Benefit increase where the total benefit does not exceed Unum's automatic entry limit](#)

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

- (a) The existing **benefit** for that **member** will remain covered subject to the **pre-existing conditions** exclusion
- (b) The proposed increase in **benefit** will be covered subject to the **pre-existing conditions** exclusion on the day of the proposed increase

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

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

- (a) The existing **benefit** for that **member** will remain covered subject to the **pre-existing conditions** exclusion

- (b) That part of the increase in **benefit** which takes the **benefit** up to **Unum's automatic entry limit** will be covered subject to the **pre-existing conditions** exclusion on the day of the proposed increase

- (c) **Medical underwriting** is required in respect of that part of the proposed **benefit** which exceeds **Unum's automatic entry limit**, unless **Unum** determines otherwise

- (d) Temporary cover is provided in respect of the **benefit** which exceed **Unum's automatic entry limit** for up to 2 months from the effective date of the **benefit** increase, subject to the **pre-existing conditions** exclusion on that day, subject always to the conditions of temporary cover pending **medical underwriting** as set out in paragraph 4.4 ("Temporary cover pending **medical underwriting**")

- (e) If once **medical underwriting** has been completed and **Unum** has agreed to insure any **benefit** above the **automatic entry limit** on ordinary rates, the whole of their **benefit** is accepted at ordinary rates and the **pre-existing conditions** exclusion does not apply. Also any restrictions relating to temporary cover will no longer apply

- (f) If once **medical underwriting** has been completed and **Unum** has agreed to insure any **benefit** above the **automatic entry limit** subject to a medical rating, the whole of their **benefit** is accepted at the medical rating and the **pre-existing conditions**

exclusion does not apply. Also any restrictions relating to temporary cover will no longer apply

- (g) No cover is provided in respect of that part of the **benefit** which exceeds **Unum's automatic entry limit** from the date that **Unum** declines to insure any such **benefit**

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

Where a **member** whose existing **benefit** exceeds the **automatic entry limit** has a proposed increase in **benefit**:

- (a) The existing **benefit** for that **member** will remain covered on the existing terms
- (b) **Medical underwriting** is required for the proposed increase in **benefit**, unless **Unum** determines otherwise
- (c) Temporary cover is provided in respect of the proposed **benefit** increase for up to 2 months from the effective date of the **benefit** increase, subject to the **pre-existing conditions** exclusion on that day, subject always to the conditions of temporary cover pending **medical underwriting** as set out in paragraph 4.4. ("Temporary cover pending **medical underwriting**")
- (d) If once **medical underwriting** has been completed and **Unum** has agreed to insure any **benefit** above the **automatic entry**



**limit** on ordinary rates, the whole of their **benefit** is accepted at ordinary rates and the **pre-existing conditions** exclusion does not apply. Also any restrictions relating to temporary cover will no longer apply

- (e) If once **medical underwriting** has been completed and **Unum** has agreed to insure any **benefit** above the **automatic entry limit** subject to a medical rating, the whole of their **benefit** is accepted at the medical rating and the **pre-existing conditions** exclusion does not apply. Also any restrictions relating to temporary cover will no longer apply
- (f) No cover is provided in respect of the **benefit** increase from the date that **Unum** declines to insure the increase

#### 4.6.6 Early entrant or late entrant

An **early entrant** or **late entrant** may be a **member** if the **policyholder** has requested they be eligible for membership under the **policy** and **Unum** has agreed in writing. No cover is provided until **Unum** have given agreement by **notice in writing** 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 (“New **member - benefit** does not exceed **Unum’s automatic entry limit**”) or 4.6.2, (“New **member - benefit** exceeds **Unum’s automatic entry limit**”), as appropriate.

A proposed increase in **benefit** in respect of an **early entrant** or **late entrant** will be treated in accordance with paragraphs 4.6.3 (“**Benefit** increase where the total **benefit** does not exceed **Unum’s automatic entry limit**”), 4.6.4 (“**Benefit** increase so it exceeds **Unum’s automatic entry limit** for the first time”) or paragraph 4.6.5 (“**Benefit** increase and the existing **benefit** exceeds **Unum’s automatic entry limit**”) as appropriate.

#### 4.6.7 Discretionary entrant

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

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

A proposed increase in **benefit** in respect of a **discretionary entrant** will be treated in

accordance with paragraphs 4.6.3 (“**Benefit** increase where the total **benefit** does not exceed **Unum’s automatic entry limit**”), 4.6.4 (“**Benefit** increase so it exceeds **Unum’s automatic entry limit** for the first time”) or paragraph 4.6.5 (“**Benefit** increase and the existing **benefit** exceeds **Unum’s automatic entry limit**”) as appropriate.

#### 4.6.8 Extended cover member

An individual may become an **extended cover member** for whom cover will be provided as follows:

- (a) **Medical underwriting** is required for the whole **benefit**, unless **Unum** determines otherwise
- (b) No temporary cover pending **medical underwriting** is provided
- (c) **Benefit** granted by **Unum** is fully covered, unless stated otherwise in **Unum’s** acceptance notification

A proposed increase in **benefit** in respect of an **extended cover member** will be treated in accordance with paragraph 4.6.5 (“**Benefit** increase and the existing **benefit** exceeds **Unum’s automatic entry limit**”) but the **automatic entry limit** will be nil.



## [4.7 Temporary absence from work](#)

### [4.7.1 Cover during temporary absence](#)

Subject to paragraphs 4.7.2 (“**Extended cover member** temporarily absent”) to 4.7.4 (“Cover ceasing during temporary absence”) inclusive, a **member** who is temporarily absent from work will continue to be treated by **Unum** as a **member** for the purposes of this **policy**:

- (a) for the **temporary absence period** for any absence due to ill-health commencing from the first day of the absence but not exceeding their **terminal age**, or
- (b) for the duration of any period of statutory absence, including maternity leave, paternity leave, adoption leave or parental leave, where such period of absence is taken in accordance with the relevant legislation, or
- (c) for a period of up to 3 years for any unpaid leave, including a sabbatical, period of compassionate leave or absence due to any other non-statutory reason as authorised by the **policyholder**, but only where the **employer** has given written consent to the **member** for the absence within a reasonable period of time from the start of the absence where such written consent also states the expected date of return to work

For a **member** on a fixed-term contract or engagement, the renewal or extension of the **member’s** contract of employment during a

period of temporary absence (as described above) will not qualify the **member** for continued cover under this **policy**.

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

An **extended cover member** who is temporarily absent from work as set out in paragraph 4.7.1 (“Cover during temporary absence”) (a), (b) or (c) will continue to be treated by **Unum** as a **member** for a period not exceeding 1 year, notwithstanding the longer period mentioned in paragraph 4.7.1 (a) and (c) (“Cover during temporary absence”).

The renewal or extension of a **member’s** contract of employment during a period of temporary absence (as described above) will not qualify the **member** for continued cover under this **policy**.

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

During temporary absence under paragraph 4.7.1 (“Cover during temporary absence”) a **member’s insured earnings** will be the **insured earnings** on the day before the start of temporary absence. However, for any period of statutory absence under paragraph 4.7.1 (“Cover during temporary absence”) (a) or (b), 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 compounded annually. The **benefit** will not be increased to a level which exceeds either **Unum’s automatic**

**entry limit** or if greater the **member’s** existing **benefit** accepted by **Unum** as applicable on the day before the start of the **member’s** absence.

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

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

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

Cover will cease for a **member** who is not absent due to ill-health and does not return to work immediately after any period of absence applicable under paragraphs 4.7.1 (“Cover during temporary absence”) or 4.7.2 (“**Extended cover member** temporarily absent”) and in such circumstances, any re-admission of a **member** after an absence longer than the period of absence applicable under paragraph 4.7.1 (“Cover during temporary absence”) or paragraph 4.7.2 (“**Extended cover member** temporarily absent”) shall be subject to the same rules and conditions applicable to a new **member**.



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

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

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

- (a) They are in an **employment relationship** with an **employer** domiciled in the **United Kingdom** and are not on a secondment to anyone other than the **employer**
- (b) They are in an **employment relationship** with an **employer** domiciled outside the **United Kingdom** and the **employer** is not the **policyholder** (but is participating in this **policy** with the written approval of **Unum** and is controlled by the **policyholder** who is domiciled in the **United Kingdom**)
- (c) A **candidate member** or **member**, who resides outside the **United Kingdom** and/or has their normal place of employment outside the **United Kingdom**, is not eligible for membership if their **employer** is resident outside the **United Kingdom** and their **employer** is the **policyholder**

## [4.8.2 Secondment](#)

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

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

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

## [4.8.3 Non-sterling](#)

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

## [4.8.4 Re-admission](#)

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

## [4.9 Termination of membership](#)

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

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

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



(f) The date the **member** fails to return to work following a period of temporary absence as per paragraph 4.7.4 (“Cover ceasing during temporary absence”), or

(g) The date the **member** dies

#### 4.9.2 [Continuing as an \*\*extended cover member\*\*](#)

Notwithstanding paragraph 4.9.1 (c) (“Ceasing to be a **member**”) a **member** may become an **extended cover member** subject to the conditions of paragraphs 4.1.4 (“**Extended cover members**”) and 4.6.8 (“**Extended cover member**”).



## 5. CLAIMING BENEFIT

### 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 ("**Pre-existing conditions**"), applied to the **member's child** as it would to a **member**.

In respect of a **total permanent disability** claim in accordance with paragraph 6.2 21. ("**Total permanent disability**"), **benefit** will be payable if the **member's child** satisfies the conditions under the **total permanent 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 ("**Pre-existing conditions**"), applied to the **member's spouse** as it would to a **member**.

In respect of a **total permanent disability** claim in accordance with paragraph 6.2 21. ("**Total permanent disability**"), **benefit** will be payable if the **member's spouse** satisfies the conditions under the **total permanent disability** (activities of daily living) basis.

Data periodically provided by the **policyholder** to **Unum** must accurately declare the **member's** details and the **member's spouse's** details, if **spouse's cover** has been selected.

### 5.2 [Notification required for a claim](#)

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

If neither written **notice** of the **critical illness event** nor **Unum's** fully completed claim form documentation is received within 90 days from the **critical illness event**, **Unum** shall have no liability whatsoever to pay **benefit** in respect of the **member**, the **member's child** or the **member's spouse**, as appropriate. If fully completed claim form documentation is received by **Unum** after 90 days from the **critical illness event** **Unum** shall in its sole discretion determine whether to consider the claim received, but **Unum** shall be under no obligation to do so, nor to pay any **benefit**.

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



### 5.3 [Evidence required for a claim](#)

In order for any **benefit** to be payable the **policyholder** must provide (and must ensure that the **member** provides) sufficient evidence, information and access to information, including, but not limited to, that set out in paragraphs 5.3.1 (“Information required”) and 5.3.2 (“Medical evidence required”) to satisfy **Unum** that a claim is valid, in accordance with the requirements imposed and/or requests made by **Unum** from time to time. Failure to provide or unreasonable delay in providing such evidence, information or access to information will entitle **Unum** to decline payment of **benefit** in respect of any claim.

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

#### 5.3.1 [Information required](#)

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

- (a) Proof of membership

- (b) Evidence of the **member's** job title and job description in their contract of employment (including their personnel file) to determine their occupation and its material and substantial duties
- (c) The **member's** employee/personnel file, medical records and occupational health records held by the **employer**
- (d) Evidence of the **member's** earnings
- (e) The **member's** original birth certificate or an original Association of British Insurers Birth Certificate Verification Form (unless the **policyholder** provides satisfactory written confirmation that they have verified the **member's** date of birth for employment or pension scheme purposes). Also the original birth certificate of the **member's child** or **member's spouse** and original marriage certificate or civil partnership certificate, as appropriate
- (f) Information relevant to the claim from any person the **member** has consulted in connection with any **critical illness**
- (g) **Unum's** claim form documentation, fully completed, including the signed consent of the **member** which provides **Unum** with the authority to gain access to medical reports and records concerning the **member's** mental and/or physical health

Paragraph 5.7 (“Declining a claim after failure to comply”) shall apply in the event of any failure

by the **policyholder** or **member** to comply with the foregoing.

#### 5.3.2 [Medical evidence required](#)

**Unum** may request all and any medical evidence or information as **Unum** sees fit, to be provided to **Unum** within any reasonable period specified by **Unum**, in order for **Unum** to properly assess a claim and to substantiate the **critical illness event**. Such evidence may include but is not limited to:

- (a) Evidence of the survival of the **member** (or the **member's child** or **member's spouse**, as appropriate) for 14 days from the date of the **critical illness event**; and
- (b) In respect of **total permanent disability** or multiple sclerosis or pre-senile dementia or rheumatoid arthritis **critical illnesses**, evidence of the **critical illness** for a continuous period of 6 months; and
- (c) Medical records, laboratory tests, x-rays, original consultation notes (not restricted to summaries thereof) from **medical practitioners**, health professionals and any other person the **member** (or the **member's child** or **member's spouse**, as appropriate) has consulted regarding their **critical illness**; and
- (d) Medical reports by one or more **medical practitioners** or health professionals selected by **Unum**, and in this regard, 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 health professionals at such times and places as **Unum** or the **medical practitioners** or health professionals may require and the **member** (or the **member's child** or **member's spouse**, as appropriate) will provide appropriate samples as are required for any tests, including, but not limited to, blood tests and saliva tests, and

- (e) any other information, evidence, test, evaluation or report that may be requested at any time by **Unum** or by the **medical practitioners** or health professionals or consultants

The cost of any medical examination and any tests (including blood tests and saliva tests) which are 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 connection with attending a medical examination or undergoing any tests or in supplying any other information, unless and except where reasonable costs have been agreed in advance by **Unum** with consideration to the **member's** (or the **member's child** or **member's spouse**, as appropriate) circumstances.

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 that the

**member** (or the **member's child** or **member's spouse**, as appropriate) provides any other information requested under this paragraph within 28 days of the date of a request for the same made by **Unum** to the **policyholder**.

Paragraph 5.7 ("Declining a claim after failure to comply") shall apply in the event of any failure by the **policyholder** or **member** (or the **member's child** or **member's spouse**, as appropriate) to comply with requests set out in this paragraph 5.3.2.

## 5.4 [Payment of benefit](#)

### 5.4.1 [Payee](#)

**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**.

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

### 5.4.2 [Sterling payment by direct credit](#)

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

### 5.4.3 [Unpaid premium](#)

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

## 5.5 [Re-admission after a claim](#)

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**.



## 5.6 [Claiming benefit overseas – information and evidence required](#)

The provisions of section 5 (“CLAIMING BENEFIT”) apply equally in the case of a **member** (or the **member’s child** or **member’s spouse**, as appropriate) who is situated overseas as they do when residing in the **United Kingdom** but;

- (a) all information provided must be in a form satisfactory to **Unum**
- (b) the **policyholder** and not **Unum** will be liable for the cost of any medical examination and any tests (including blood tests and saliva tests) required by **Unum** which are carried out outside the **United Kingdom**, although **Unum** will contribute towards these costs at the rates which would reasonably be expected to be paid in the **United Kingdom**. **Unum** shall not in any circumstances be liable for any costs incurred by the **policyholder** or **member** (or the **member’s child** or **member’s spouse**, as appropriate) in connection with attending a medical examination or undergoing any tests or in supplying any other information
- (c) Medical information must be provided to **Unum** in the language in which it was originally written. **Unum** will arrange any necessary translations, the cost for which the **policyholder** will be liable and will be billed

Paragraph 5.7 (“Declining a claim after failure to comply”) shall apply in the event of any failure by the **policyholder** to comply with the foregoing.

## 5.7 [Declining a claim after failure to comply](#)

Without prejudice to any specific provisions in this Section 5 (“CLAIMING BENEFIT”), any failure on the part of the **policyholder** (or where appropriate the **member**) to comply with any of the provisions of this Section 5 (“CLAIMING BENEFIT”) shall entitle **Unum** to decline a claim or take such other steps as are appropriate in the circumstances, which may include an adjustment of **benefit**, upon **Unum** providing a reasonable period of notice to the **policyholder** of its intention to do so, and giving the **policyholder**, where practicable, the opportunity to remedy the failure within that period. Any such adjustments to the amount of the **benefit** payments will be made immediately, unless some other time is given in the **notice** or in the **policy**.

## 5.8 [Complaint against a claim decision](#)

In the event of any claim decision not being to the **policyholder’s** satisfaction, the **policyholder** may refer the matter to **Unum’s** 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** policy for handling complaints. 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 the Financial Ombudsman Service 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, sarcoma and lymphoma except cutaneous lymphoma (lymphoma confined to the skin).

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 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 (including cutaneous lymphoma) 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-Jakob Disease

Diagnosis of Creutzfeldt-Jakob 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

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

- 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, muscle rigidity and postural instability.

For the above definition, the following are not covered:

- Parkinson's disease secondary to drug abuse.
- Other Parkinsonian syndromes.

## 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 to the aorta with excision and surgical replacement of a portion of the aorta with a graft.

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

For the above definition, the following is not covered:

- Any other surgical procedure, for example the insertion of stents or endovascular repair.

### 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 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 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 Hand or Foot

**Permanent** physical severance of a hand or foot at or above the wrist or ankle joint.

### 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. Primary Pulmonary Hypertension

Primary pulmonary hypertension with substantial right ventricular enlargement established by investigations including cardiac catheterisation, resulting in **permanent** loss of ability to perform physical activities to at least Class 3 of the New York Heart Association (NYHA) Classification of Functional Capacity. (NYHA Class 3 is defined as: Heart disease resulting in marked limitation of physical activities where less than ordinary activity causes fatigue, palpitation, breathlessness or chest pain.)



### 17. Rheumatoid Arthritis

A definite diagnosis of chronic rheumatoid arthritis by a Consultant Rheumatologist that satisfies both of the following:

- 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 occupation and any occupation to which suited by education, training or experience for a continuous period of 6 months.

The material and substantial duties are those that are normally required for, and/or form a significant and integral part of, the performance of the occupation that cannot reasonably be omitted or modified.

Any occupation means any type of work at all, irrespective of location and availability.

### 18. Terminal Illness

A definite diagnosis by the attending Consultant of an illness that satisfies both of the following:

- The illness either has no known cure or has progressed to the point where it cannot be cured; and

- In the opinion of the attending Consultant, the illness is expected to lead to death within 12 months.

### 19. 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.

### 20. Traumatic Head Injury

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

### 21. Total Permanent Disability

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

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

- (a) Any occupation (unable to do any occupation at all ever again)
- (b) Activities of daily living (unable to look after yourself ever again)
- (c) Own occupation (unable before age 60 to do your own occupation ever again)

In respect of a **total permanent disability** claim for a **member's child**, **benefit** will be payable if the **member's child** satisfies the conditions

under the **total permanent disability** (any occupation) basis when considered as if they were an adult.

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

In respect of all **total permanent 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 (unable to do any occupation at all ever again)

**Total permanent disability** (any occupation) means loss of the physical or mental ability through an **illness** or **injury**, which must have persisted for a continuous period of 6months, to the extent that the **member** is unable to do the material and substantial duties of any occupation at all ever again. The material and



substantial duties are those that are normally required for, and/or form a significant and integral part of, the performance of the occupation that cannot reasonably be omitted or modified.

Any occupation means any type of work at all, irrespective of location and availability.

The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the **member** expects to retire.

For the above definition, disabilities for which the relevant specialists cannot give a clear prognosis are not covered.

**(b) Activities of daily living (unable to look after yourself ever again)**

**Total permanent disability** (activities of daily living) means loss of the physical ability through an **illness** or **injury**, which must have persisted for a continuous period of 6 months, to do at least 3 of the 6 tasks listed below ever again.

The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the **member** expects to retire.

The **member** must need the help or supervision of another person and be unable to perform the task on their own, even with the use of special equipment routinely available to help and having taken any appropriate prescribed medication.

The tasks are:

- Washing – the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
- Getting dressed and undressed – the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
- Feeding yourself – the ability to feed yourself when food has been prepared and made available.
- Maintaining personal hygiene – the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
- Getting between rooms – the ability to get from room to room on a level floor.
- Getting in and out of bed – the ability to get out of bed into an upright chair or wheelchair and back again.

For the above definition, disabilities for which the relevant specialists cannot give a clear prognosis are not covered.

**(c) Own occupation (unable before age 60 to do your own occupation ever again)**

**Total permanent disability** (own occupation) means loss of the physical or mental ability through an **illness** or **injury** before age 60, which must have persisted for a continuous period of 6 months, to the extent that the **member** is unable to do the material and substantial duties of their own occupation ever again. The material and substantial duties are those that are normally required for, and/or form a significant and integral part of, the performance of the **member's** own occupation that cannot reasonably be omitted or modified.

Own occupation means the trade, profession or type of work the **member** does for profit or pay. It is not a specific job with any employer and is irrespective of location and availability.

The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the **member** expects to retire.

For the above definition, disabilities for which the relevant specialists cannot give a clear prognosis are not covered.

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 **total permanent disability** (any occupation) basis.



## 6.3 [Pre-existing conditions](#)

### 6.3.1 [Exclusion from cover](#)

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**
- was undergoing medical investigations within the two month period before the date of becoming a **member** which led to the later diagnosis of a **critical illness** or **related condition**. This condition will be disregarded if a period of two years has elapsed from the date of becoming a **member** without the **member** suffering a covered **critical illness** or **related condition**

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, loss of hand or foot, major organ transplant, open heart surgery, primary pulmonary hypertension, **total permanent disability** or stroke **critical illnesses**. If a **member** has previously suffered any **critical illness** or any **related condition**, no **benefit** is payable under **total permanent 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 [Disregarding pre-existing conditions after 2 years](#)

In respect of a **member's** initial **benefit, related conditions** (except those for **total permanent 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 **total permanent 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 **total permanent disability**, paralysis of limbs and terminal illness **critical illnesses** and a diagnosis of diabetes mellitus.

### 6.3.3 [Disregarding pre-existing conditions – previous insurance](#)

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 (“**Pre-existing conditions**”).

### 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-Jakob 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.
- 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.
- 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.
- 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 (“**Pre-existing conditions**”).

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

- Any disease or disorder of the heart.
- Blood pressure treated at any time (whether controlled or not) by prescribed medication.
- Any obstructive or occlusive arterial disease.

#### 2. Balloon Angioplasty and Open Heart Surgery

- Any disease or disorder of the heart.
- Blood pressure treated at any time (whether controlled or not) by prescribed medication.
- Any obstructive or occlusive arterial disease.
- Diabetes mellitus (this remains applicable indefinitely).

#### 3. Benign Brain Tumour

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

#### 4. 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.

#### 5. Chronic Lung Disease including Emphysema

Chronic obstructive airways disease.

#### 6. Coma

Self-inflicted injury or misuse of drugs or alcohol. Also diabetes mellitus which remains applicable indefinitely.

#### 7. Deafness

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

#### 8. 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.

#### 9. Loss of Hand or Foot

Peripheral vascular disease, bone cancer and soft tissue cancer. Also diabetes mellitus which remains applicable indefinitely.

#### 10. Loss of Speech

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

#### 11. 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.

#### 12. Total Permanent Disability

The following related conditions for **total permanent 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. Also diabetes mellitus which remains applicable indefinitely.

**13. Pulmonary Artery Surgery**

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

**14. Primary Pulmonary Hypertension**

Blood pressure treated at any time (whether controlled or not) by prescribed medication, any disease or disorder of the heart, occlusive arterial disease. Also diabetes mellitus which remains applicable indefinitely.

**15. Rheumatoid Arthritis**

Inflammatory polyarthropathy.

**16. Terminal Illness**

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

**17. Third Degree Burns**

There are no related conditions.

**18. Traumatic Head Injury**

There are no related conditions.



## 7. AMENDMENT AND TERMINATION

### 7.1 Amendments by Unum

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

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

Such revised terms and conditions will be binding on the **policyholder** upon the expiry of at least 1 month **notice in writing** given by **Unum** to the **policyholder** in advance of the revision of such terms and conditions, unless such **notice** is not practicable, in which case

**Unum** will give as much **notice** as is practicable in the circumstances, and the revised terms and conditions will take effect accordingly.

If the **policy** is amended pursuant to the above and once a **member** (or the **member’s child** or **member’s spouse**, as appropriate) suffers a **critical illness event**, the terms and conditions of the **policy** in respect of such **critical illness event** will continue to be those in force at the date of the **critical illness event** and will determine the **benefit**.

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

### 7.2 Amendments by the policyholder at any time

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

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

**Unum** as acceptance of the revised terms and conditions as advised by **Unum**.

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

If the **policy** is amended pursuant to the above and once a **member** (or the **member’s child** or **member’s spouse**, as appropriate) suffers a **critical illness event**, the terms and conditions of the **policy** in respect of such **critical illness event** will continue to be those in force at the date of the **critical illness event** and will determine the **benefit**.

### 7.3 Termination of the policy

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

**Unum** is entitled to terminate the **policy** in accordance with the provisions of this **policy**, in particular paragraphs 3.1.2 (“Information required for **premium** calculation”), 3.6 (“Non-payment of **premiums**”), 4.2 (“Membership information to be provided”), 7.4 (“Cessation of



business of the **policyholder**”), 7.5 (“Non-assignment”), 7.7 (“Minimum membership under the **policy**”), 7.8 (“Termination or amendment of an **associated policy**”) and 7.9 (“Trade sanction controls”).

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

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

If the **policy** is terminated once a **member** (or the **member’s child** or **member’s spouse**, as appropriate) suffers a **critical illness event**, the terms and conditions of the **policy** in respect of such **critical illness event** will be those in force at the date of the **critical illness event** and will determine the **benefit**.

#### 7.4 Cessation of business of the policyholder

In the event that the **policyholder**:

- (a) ceases to carry on business, or
- (b) suspends, or threatens to suspend payment of its debts, or
- (c) is unable to pay its debts as they fall due or admits inability to pay its debts, or
- (d) (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or
- (e) (being a partnership) has any partner to whom any of the foregoing apply, or
- (f) in the event that the **policyholder** commences negotiations with all classes or any class of its creditors with a view to rescheduling any of its debts, or
- (g) makes a proposal for, or enters into, any compromise or arrangement with its creditors (other than, in the case of a company, for the sole purpose of a scheme for a solvent amalgamation of the **policyholder** with one or more other companies or the solvent reconstruction of the **policyholder**), or
- (h) in the event that a petition is filed, a notice is given, a resolution is passed, or an order is made, for, or in connection with, the winding up of the **policyholder** (being a company), other than for the sole purpose of a scheme for a solvent amalgamation of the **policyholder** with one or more other companies or the solvent reconstruction of the **policyholder**, or
- (i) in the event that an application is made to court, or an order is made, for the appointment of an administrator, over the **policyholder** (being a company), or
- (j) if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the **policyholder** (being a company), or
- (k) in the event that the holder of a qualifying floating charge over the assets of the **policyholder** (being a company) has become entitled to appoint or has appointed an administrative receiver, or
- (l) in the event that a person becomes entitled to appoint a receiver over the assets of the **policyholder** or a receiver is appointed over the assets of the **policyholder**, or
- (m) in the event that the **policyholder** (being an individual) is the subject of a bankruptcy petition or order, or



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

then this **policy** shall terminate automatically without notice and the provisions of paragraph 7.3 ("Termination of the **policy**") will take effect.

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

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

### 7.6 [A participating employer ceasing business](#)

In the event that an **employer** other than the **policyholder** ceases to carry on business or otherwise satisfies any of the conditions relating to insolvency etc in paragraph 7.4 ("Cessation of business of the **policyholder**"), then the terms of paragraph 7.4 ("Cessation of business of the **policyholder**") will apply, but only in respect of the **members** employed by that **employer**.

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

The **policyholder** must notify **Unum** in writing as soon as reasonably practicable after becoming aware that the number of **members** is to fall, or has fallen, below the **minimum number of members** and **Unum** may at its discretion terminate the **policy** with effect from the **policy accounting date** which next follows the number of **members** falling below the prevailing **minimum number of members**.

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

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

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

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

- (a) an **employer** becomes a **restricted person**, or
- (b) 25% or more of the beneficial ownership (such as directorships or shareholders) becomes vested in or controlled by a **restricted person**, or
- (c) the **employer** in any way in the opinion of **Unum** has exposed or may expose **Unum** to the risk of being or becoming subject to any sanction, prohibition or adverse action in any form whatsoever by **United Kingdom**, and/or the United States of America or by the United Nations, European Commission or Council of the European Union.

In addition to the foregoing **Unum** will be entitled to decline payment of **benefit**, in respect an **employee** (or **child** or **spouse**, as appropriate) if at the time of their **critical illness event**, or before payment, the **employee** (or **child** or **spouse**, as appropriate) becomes a **restricted person**.



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

#### 7.10 Reinstatement of the policy

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

- (a) any **medical underwriting** requirements which **Unum** may have imposed have been fulfilled in respect of all **members** whose **benefit** exceeds **Unum's automatic entry limit** or who are subject to any special terms or provisions, and
- (b) reinstatement of any **member** shall be subject to the **pre-existing conditions** exclusion applying on the date of reinstatement, and
- (c) **Unum** shall not be liable for any claims whatsoever arising during the period from the date of termination to the date of reinstatement, and
- (d) payment has been made to **Unum** of all **premium** and any other charges which remain unpaid

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

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



## 8. MISCELLANEOUS

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

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

### 8.2 Law

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

### 8.3 Regulatory

**Unum** is authorised and regulated by the Financial Services Authority (FSA). It does not give advice on its products and is not authorised to do so. **Unum** has given no advice to the **policyholder** on the suitability of this product for its needs and **Unum** therefore does not accept any responsibility should the product prove to be unsuitable. It is the responsibility of the **policyholder** to take appropriate financial, legal and tax advice to ensure that this **policy** meets its particular needs.

The **policy** has no surrender value.

### 8.4 Data Protection Act 1998

- (a) For the purpose of administering the **policy**, **Unum** is a joint Data Controller with the **policyholder** as defined in the Data Protection Act 1998. 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 critical illness insurance policy
- (b) **Unum** has the right to request such data as is required to quote for, provide and administer the **policy**. **Unum** will record such information accurately and keep it confidential and secure and will use it solely for the purpose of quoting for, providing and administering the **policy** and for marketing other **Unum** products to the **policyholder**
- (c) The **policyholder** will ensure that the data is correct at the time it is provided to **Unum** and that alterations are notified to **Unum** in reasonable time
- (d) **Unum** shall only process, transfer or permit access to any personal data outside of the European Economic Area in compliance with Data Protection legislation

### 8.5 Notices

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

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

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

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



The following table sets out:

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

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

For the purpose of the foregoing and calculating deemed delivery:

- (a) all references to time are to local time in the place of deemed delivery, and
- (b) if deemed delivery would occur in the place of deemed delivery not on a **business day**, deemed delivery is deemed to take place at 9.00 am on the next **business day** when business next starts

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

### 8.6 [Non Waiver](#)

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

### 8.7 [Complaints](#)

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

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

Regulatory Complaints and Relationship Manager,  
Unum Limited,  
Milton Court,  
Dorking,  
Surrey, RH4 3LZ  
Telephone 01306 887766

The 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)