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.

Policy conditions ref: UGCIPOL/11/2012 (introduced 24/11/2012)
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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. 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.

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.

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, 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.

Policy conditions ref: UGCIPOL/11/2012
**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 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:

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

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 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”)

Policy conditions ref: UGCIPOL/11/2012
(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...” etc.)
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 exceeds 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 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.

(e) 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.
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 member’s 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 (activities of daily living) 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) 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 with respect to the occurrence of a 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

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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.

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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
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
  - AccuTnI > 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 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 6 months, 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 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**
Glioma, 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 months notice in writing given by Unum to the policyholder in advance of the revision of such terms and conditions, unless such notice is not practicable, in which case

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

If the policy is amended pursuant to the above 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

Policy conditions ref: UGCIPOL/11/2012
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

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**.

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”).
(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.

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:

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

For the purpose of the foregoing and calculating deemed delivery:

(a) all references to time are to local time in the place of deemed delivery, and

(b) if deemed delivery would occur in the place of deemed delivery not on a business day, deemed delivery is deemed to take place at 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