



## EXCEPTED GROUP LIFE POLICY

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### TERMS AND CONDITIONS

In consideration of You paying the Premiums to Us and complying with these terms and conditions, We agree to pay the Lump Sum Benefit when it becomes payable under the terms of this Policy.

Signed for and on behalf of Ellipse

By:

A handwritten signature in black ink that reads "J. K. Ritchie".

Chief Executive Officer

Ellipse is the trading name of the UK branch of ERGO Lebensversicherung AG. ERGO Lebensversicherung AG is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht in Germany and subject to limited regulation by the Financial Conduct Authority. Details about the extent of regulation by the Financial Conduct Authority are available from Us on request.

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## SECTION A – INTERPRETATION

### 1. INTERPRETATION

1.1 In this Policy:

- a) save where the context otherwise requires, a reference to a statute or statutory provision shall include a reference:
  - i. to that statute or provision as from time to time consolidated, modified, re-enacted or replaced by any statute or statutory provision; and
  - ii. any subordinate legislation made under the relevant statute;
- b) unless otherwise specified, references to Clauses are clauses of this Policy;
- c) references to a party, where appropriate, shall include the contracting party or its successors in title from time to time;
- d) references to any of the masculine, the feminine and the neuter shall include the other genders;
- e) references to the singular shall include the plural, and vice versa; and
- f) the words “**include**”, “**includes**” and “**including**” shall be construed as if they were followed by the words “**without limitation**”.

1.2 The following terms used in this Policy are defined and where used shall have the meaning set out below:

“Accounting Period”	the periods in respect of which data is provided by You on the Data Refresh Dates and in respect of which Premium is paid;
“Actively At Work”	in relation to an individual, an individual who: <ul style="list-style-type: none"><li>(a) is either actively performing their normal occupation or is taking leave (other than sick leave) that has been authorised by their Employer;</li></ul>

	<p>(b) is working the normal number of hours required by their contract with their Employer or terms of engagement, either at their normal place of work, a location as agreed with their Employer or at a location to which they are required to travel for business;</p> <p>(c) is mentally and physically capable of performing all the duties normally associated with their job; and</p> <p>(d) is not acting against medical advice in meeting any requirements of (a) to (c);</p>
“Adviser”	a firm regulated by the Financial Conduct Authority (or other recognised professional body) who acts on behalf of You;
“Automatic Acceptance Limit”	the maximum level of Lump Sum Benefit specified in the Policy Schedule which will be provided in respect of a Member without the need to undergo an Individual Assessment provided they have joined the Scheme when first eligible to do so;
“Business Day”	a calendar day other than a Saturday, Sunday or other statutory holiday in London, England;
“Commission Rate”	the amount of commission payable to Your Adviser as set out in the Policy Schedule;
“Data Refresh”	the provision of data in accordance with Clause 2.4;
“Data Refresh Date”	the dates on which You will give Us the data We require to calculate the Premium;
“Data Refresh Frequency”	the agreed frequency at which You will give Us the data We require to calculate the Premium;

“Date Cover Ceases”	the date You have agreed with Us being the date at which a Member ceases to be eligible for cover under this Policy as stated in the Policy Schedule;
“Deposit Premium”	a sum calculated by Us which is an estimate of the Premium for the current Accounting Period based on information provided by You, the Premium Rates and any other relevant matters which is payable at the beginning of each Accounting Period in circumstances where the Premium is payable annually;
“Discretionary Entrant”	a Relevant Individual who does not satisfy all of the Eligibility Conditions but is included as a Member following agreement by You and confirmed by Us in accordance with Clause 6.11; any individual requiring cover once they have reached the Date Cover Ceases will be treated as a Discretionary Entrant;
“Effective Date”	the date from which the rates and terms of the Policy apply;
“Eligibility Conditions”	the conditions that a Relevant Individual must satisfy in order to be a Member of the Scheme, as stated in the Policy Schedule;
“Employer”	an Employer listed in the Policy Schedule, whether it is the Principal Employer or a Participating Employer;
“Event”	one originating cause, event or occurrence or a series of related originating causes, events or occurrences, resulting in the death of more than one Member, irrespective of the period of time or area over which such originating causes, events or occurrences take place and irrespective of the period of time over which such deaths

	<p>occur. Originating causes, events and occurrences include, but will not be limited to:</p> <ul style="list-style-type: none"> <li>- war (whether declared or not)</li> <li>- terrorist activities</li> <li>- earthquakes</li> <li>- windstorm</li> <li>- flood</li> <li>- sudden release of atomic energy or nuclear radiation</li> <li>- radioactive contamination (whether controlled or uncontrolled)</li> <li>- biological or chemical substances</li> <li>- pandemic illnesses.</li> </ul> <p>In respect of terrorist activities, a series of events will be considered to be related where, on the balance of probability, they result from persons acting in concert or in accordance with a plan or design. We shall be the sole judge as to what constitutes an Event;</p>
“Flexible Benefits Rules”	where applicable, outline the rules and requirements governing the particular flexible benefit Scheme;
“Flexible Benefits Scheme Type”	is the basis on which the Scheme is arranged, as stated in the Policy Schedule;
“HMRC”	HM Revenue & Customs;
“Individual Assessment”	an assessment carried out by Us consisting of medical and other lifestyle questions via a secure website, requests for further medical tests and where necessary information from the individual’s professional medical advisers;

<p>“Late Entrant”</p>	<p>where Eligibility Conditions are linked to membership of a workplace pension scheme, a Relevant Individual who either:</p> <p>(a) joins the pension scheme more than twelve months after first becoming eligible; or</p> <p>(b) is enrolled into the scheme more than twelve months after they first meet the Eligibility Conditions at the Staging Date or a subsequent Re-enrolment Date and who is and has been absent due to ill health</p> <ul style="list-style-type: none"> <li>• in schemes with up to 50 Members, for one week or longer</li> <li>• in schemes with between 51 and 500 Members, for four weeks or longer</li> <li>• in schemes with 501 or more Members, for twelve weeks or longer</li> </ul> <p>on the date they are admitted to the Scheme by You.</p> <p>Any such Employee will not have cover under this Policy until it is confirmed by Us in accordance with Clause 6.9;</p>
<p>“Lump Sum Benefit”</p>	<p>the Lump Sum Benefit payable in the event of the death of a Member;</p>
<p>“Member”</p>	<p>a Relevant Individual who is a Member of the Scheme;</p>
<p>“Minimum Membership Number”</p>	<p>two Members;</p>
<p>“Participating Employer”</p>	<p>an Employer stated as such in the Policy Schedule;</p>
<p>“Policy”</p>	<p>this document and the Policy Schedule;</p>

“Policy Anniversary Date”	the date stated as such in the Policy Schedule;
“Policy Schedule”	at any given date, the latest Policy Schedule which We have posted in the Policyholder area on Our secure website or otherwise issued to You;
“Policy Start Date”	the Policy Start Date stated in the Policy Schedule;
“Policy Terms and Conditions Reference”	the reference to the version of the terms and conditions that should be read in conjunction with the Policy Schedule;
“Policyholder”	the legal owner of the Policy, as stated in the Policy Schedule;
“Premium”	the sums payable by or for You pursuant to Clause 2;
“Premium Payment Frequency”	the frequency stated in the Policy Schedule with which Premium will be paid by You;
“Premium Rates”	the annual rates used to calculate the Premium which are set out in the Policy Schedule;
“Principal Employer”	the Participating Employer who arranged this insurance contract;



“Quotation”	the Quotation provided to You by Us prior to the Policy Start Date on the basis of detailed information submitted by You and confirmed by Us in Our standard application form;
“Rate Review Date”	the date We review Our rates and terms as stated in the Policy Schedule;
“Re-enrolment Date”	the third year anniversary of the Employer’s Staging Date or previous Re-enrolment Date at which time all eligible employees have to be re-enrolled into a workplace pension scheme;
“Relevant Individual”	<p>an individual who is:</p> <ul style="list-style-type: none"> <li>(a) gainfully employed either permanently or for a fixed term by an Employer as evidenced by a contract of employment;</li> <li>(b) actively engaged in the business of an Employer in the capacity of an equity partner, member of a limited liability partnership or similar;</li> <li>(c) a director or other officer of an Employer;</li> <li>(d) is engaged in the business of the Employer under a contract for services; or</li> <li>(e) where We have agreed to include such an individual, a worker engaged through a Zero Hour Contract;</li> </ul>
“Scheme”	the arrangement under which the Employer promises to pay Lump Sum Benefit in the event of the death of the Member;
“Scheme Rules”	the current rules of the Scheme at any given time;
“Single Group Policy”	where We issue separate policies to a number of different entities that form all or part of the same group for Corporation Tax purposes, or where a number of trusts comprise a Scheme;

“Staging Date”	the date on which the Employer must start automatically enrolling eligible employees into a workplace pension;
“Temporary Cover”	shall have the meaning provided in Clause 6.5 of this Policy;
“Voluntary Benefits Rules”	where applicable, outline the rules and requirements governing the particular voluntary benefits Scheme;
“We”, “Us” and “Our”	the UK branch of ERGO Lebensversicherung AG;
“You” and “Your”	either the Employer(s) or the trustees for the time being of the Scheme or Schemes as provide in the application form and identified in the Policy Schedule; and
“Zero Hour Contract”	a contract between You and a worker whereby You are not obliged to provide the individual with any minimum working hours and the individual is not obliged to accept any of the hours offered.

## SECTION B – PREMIUM

### 2. CALCULATION AND PAYMENT OF PREMIUM

- 2.1 We will calculate the Premium in respect of each Accounting Period on the basis of the information You provide to Us and the Premium Rates.
- 2.2 We will ask You for a list of all Members as at the Policy Start Date and You must provide Us with this information within fourteen days of Our request. The list should contain in respect of each Member the following details:-
- a) name;
  - b) National Insurance number;
  - c) gender;
  - d) date of birth;
  - e) salary;
  - f) Lump Sum Benefit entitlement;
  - g) normal working location (postcode if in the United Kingdom or country if outside the United Kingdom);
  - h) email address for Members who require Individual Assessments;
  - i) where it has been agreed that they will have cover, details of any Members who are to be covered following early retirement;
  - j) where it has been agreed that they will have cover, details of any Members who are to be covered following redundancy;
  - k) where it has been agreed that they will have cover, copies of terms of acceptance by the previous insurers of any Members who are working past the age on which cover under this Policy ceases; and
  - l) copies of the terms of acceptance for any Members who have been individually assessed by the previous insurer.

You must ensure that the data You give Us accurately reflects any salary basis or limitations that You have agreed with Us or apply to Your Scheme. The duty of fair presentation of risk applies to the provision of the data to Us.

2.3 If We do not receive complete data within fourteen days of Our request We will request payment based on the estimated annual premium in the Quotation. For annual payment policies which pay Premiums by bank transfer We will issue an invoice for the estimated annual premium and payment must be made within fourteen days. For quarterly payment policies who are temporarily paying Premiums by bank transfer We will issue an invoice for 25% of the estimated annual premium and payment must be made within fourteen days. For quarterly payment policies which pay Premiums by direct debit We will request a payment for 25% of the estimated annual premium. For monthly payment policies who are temporarily paying Premiums by bank transfer We will issue an invoice for 1/12th of the estimated annual premium and payment must be made within fourteen days. For monthly payment policies which pay Premiums by direct debit We will request a payment for 1/12th of the estimated annual premium.

2.4 On each Data Refresh Date You must provide to Us the following:

- a) a list of all Members as at the Data Refresh Date. The list should include in respect of each Member the following details:-
  - i. name;
  - ii. National Insurance number;
  - iii. gender;
  - iv. date of birth;
  - v. salary;
  - vi. Lump Sum Benefit entitlement;
  - vii. normal working location (postcode if in the United Kingdom or country if outside the United Kingdom);
  - viii. the dates on which individuals who have become Members since the last Data Refresh Date joined the Scheme.
- b) the date on which any individual ceased to be a Member.
- c) details of any Discretionary Entrants and Late Entrants.
- d) where it is stated in the Policy Schedule that cover will be provided for Members following early retirement, details of any such Members.

- e) where it is stated in the Policy Schedule that cover will be provided for Members following redundancy, details of any such Members.
- f) where it is stated in the Policy Schedule that cover will be provided for Members who work past the age on which cover under this Policy ceases, details of any such Members.

You must ensure that the data You give Us accurately reflects any salary basis or limitations that You have agreed with Us or apply to Your Scheme. The duty of fair presentation of risk applies to provision of the data to Us.

- 2.5 For Policies where the Premium is paid on an annual basis, the terms and conditions of payment are set out in Clauses 2.6 – 2.16. For Policies where the Premium is paid on a monthly or quarterly basis, the terms and conditions of payment are set out in Clauses 2.17 – 2.25.

#### **Policies where Premium is paid on an annual basis**

- 2.6 The Deposit Premium payable in respect of the first Accounting Period will be the amount set out in the Quotation. This will be payable by bank transfer within fourteen days of the Policy Start Date.
- 2.7 We will then use the information given to Us pursuant to Clause 2.2 to check against the calculation of the Deposit Premium for the first Accounting Period. If it is different to the amount stated in the Quotation and paid by You then We will make an adjustment.
- 2.8 We will notify You within thirty days of receiving the information of any adjustment made.
- 2.9 Any additional Premium required must be paid by You by bank transfer within fourteen days of the date of Our notification pursuant to Clause 2.8.
- 2.10 Any refund due to You will be refunded to You within fourteen days of the date of Our notification pursuant to Clause 2.8.
- 2.11 Subsequent Deposit Premiums will be based on the final premium agreed for the previous Accounting Period.

- 2.12 We will use the information given to Us pursuant to Clause 2.4 to:-
- a) confirm that You have paid the correct Premium for the Accounting Period which is about to expire; and
  - b) re-calculate the Deposit Premium payable for the next Accounting Period.
- 2.13 We will notify You within thirty days of receiving the data required under Clause 2.4 of:
- a) any additional Premium payable by You in respect of the Accounting Period which expired on the Data Refresh Date in question or any refund of Premium due to You in respect of that Accounting Period; and
  - b) the actual Deposit Premium payable in respect of the Accounting Period commencing on the Data Refresh Date. This will be based on the revised Premium Rates notified to You pursuant to Clause 3.9 where the Deposit Premium is payable in respect of an Accounting Period commencing on a Rate Review Date.
- 2.14 We will add any additional Premium payable by You to the Deposit Premium payable in respect of the next Accounting Period.
- 2.15 We will deduct any refund of Premium due to You from the Deposit Premium payable in respect of the next Accounting Period.
- 2.16 Deposit Premium is payable by You within fourteen days of the beginning of the Accounting Period.

**Policies where Premium is paid on a monthly or quarterly basis**

- 2.17 We will use the information given to Us pursuant to Clause 2.2 to calculate the Premium for the first Accounting Period.
- 2.18 We will notify You within thirty days of receiving the information of the amount of Premium payable in respect of the first Accounting Period. This amount will be collected by Us by direct debit at regular intervals in accordance with the terms of the Policy Schedule.
- 2.19 The same amount of Premium will be payable for subsequent Accounting Periods until notice is given by Us pursuant to Clause 2.20 or Clause 3.2 or Clause 3.9.
- 2.20 We will use the information given to Us pursuant to Clause 2.4 to:-

- a) confirm that You have paid the correct Premium for each Accounting Period to date; and
  - b) calculate the Premium payable for subsequent Accounting Periods.
- 2.21 Where the information You provide to Us shows that You have paid too much or too little Premium in respect of any Accounting Period We will notify You of the relevant amount and, where additional Premium is owed by You, details of when We will collect payment from You pursuant to Clause 2.20.
- 2.22 Any additional Premium required will be collected by Us by direct debit.
- 2.23 Where the information You provide to Us shows that You have paid too much Premium, We will normally reduce the Premium We will collect at the next payment date.
- 2.24 We will notify You within fourteen days of receiving the data pursuant to Clause 2.4 of the amount of Premium payable in respect of subsequent Accounting Periods. This will be based on the revised Premium Rates notified to You pursuant to Clause 3.9 where the Premium is payable in respect of an Accounting Period commencing on a Rate Review Date. This amount will be collected by Us by direct debit.
- 2.25 The same amount of Premium will be payable in the same manner for each subsequent Accounting Period until notice is given by Us pursuant to Clause 2.24.

### **3. VARIATION TO THE TERMS AND CONDITIONS OF THIS POLICY**

- 3.1 We reserve the right to revise at Our discretion (prospectively or retrospectively) the terms and conditions of this Policy and the Premium Rates at any time if:
- a) the number of Members or the total of all Member's salaries is changed by more than 50% from that notified to Us prior to the Policy Start Date or prior to the last Rate Review Date whichever is the later; or
  - b) with Our agreement, the Eligibility Conditions are changed; or
  - c) with Our agreement, a company becomes an Employer or a company ceases to be an Employer; or
  - d) the total benefit insured at any one location (including a new location) changes by more than £5 million; or

- e) We agree to change the terms of this Policy following a request from You; or
- f) there is a change in the nature of the business carried out by any Employer; or
- g) cover ceases under any of the Policies issued by Us under a Single Group Policy;  
or
- h) there is a change in legislation, regulation, HMRC practice or taxation which affects the treatment of this Policy; or
- i) there is no longer an Adviser acting for You in connection with this Policy; or
- j) there are fewer Members than the Minimum Membership Number; or
- k) You did not make a fair presentation of the risk when setting up the Policy or at any subsequent review of the terms.

These matters define the risk as a whole.

- 3.2 In the event that We wish to change any of the terms and conditions of this Policy or the Premium Rates pursuant to Clause 3.1 We will give You one calendar month's notice of the change in writing. At the end of the one calendar month period We will issue an amended version of the Policy and a new Policy Schedule. The notice period will not affect the effective date of the change.
- 3.3 Where there has been a delay in You providing the information We need to review the terms and conditions or Premium Rates of this Policy We will backdate any change to the appropriate date.
- 3.4 In addition, the terms and conditions of this Policy and the Premium Rates may be varied by Us at any Rate Review Date.

### **Rate Review**

- 3.5 At least twelve weeks before each Rate Review Date We will ask You to provide Us with the information We reasonably require to assess whether any changes should be made to the terms and conditions of the Policy or the Premium Rates. The duty of fair presentation of risk applies to provision of the information to Us.
- 3.6 You must provide this information to Us within six weeks of Our request.



- 3.7 Where We have not received the requested information, We will base any changes We intend to make to the terms and conditions of the Policy or the Premium Rates on the Rate Review Date on the last information available to Us.
- 3.8 Where there has been a delay in You providing the information We require to review the terms and conditions or Premium Rates of this Policy We will backdate any change to the appropriate date.
- 3.9 In the event that We wish to change any of the terms and conditions of this Policy or the Premium Rates pursuant to Clause 3.5 We will give You one calendar months' notice of the change in writing. We will issue an amended version of the Policy and a new Policy Schedule once the Rate Review is completed. This notice period will not affect the effective date of the change.

## SECTION C – THE LIFE ASSURANCE COVER

### 4. COVER FROM THE POLICY START DATE

- 4.1 In respect of the scheme (the “Scheme”) under which You promise and are obliged to pay the Lump Sum Benefit, and in consideration of the Premium, We agree to insure, upon the terms of this Policy, such proportion (as recorded in the Policy Schedule) of Your obligation to Members to pay the Scheme Benefit.
- 4.2 Subject to Clause 4.5 each Member is covered under this Policy up to the Automatic Acceptance Limit on and from the Policy Start Date.
- 4.3 In respect of any Member in respect of whom cover in excess of the Automatic Acceptance Limit is sought We shall be entitled in Our sole discretion to require an Individual Assessment of the Member to enable Us to consider whether to grant the requested excess cover (for the avoidance of doubt, such Members will be covered up to the Automatic Acceptance Limit regardless of the decision made by Us following the Individual Assessment). While the Individual Assessment is being conducted the cover provided will be as set out in Clause 6.
- 4.4 If, immediately prior to the Policy Start Date, the Members were insured under a group life assurance policy any Member whose cover was limited to below the Automatic Acceptance Limit following assessment or for non-provision of medical evidence, will have their cover under this Policy limited to match the terms of the cover under the previous policy. Benefits in excess of this limited level of cover will be subject to an Individual Assessment.
- 4.5 If, immediately prior to the Policy Start Date, the Members were insured under a group life assurance policy with an identical benefit structure to this Policy and there has been no material change in the number of Members or the Eligibility Conditions, then We will accept the previously insured level of Lump Sum Benefits in respect of each Member, up to the Automatic Acceptance Limit subject to Clause 4.4. Any previously insured level of Lump Sum Benefits in excess of the Automatic Acceptance Limit will be accepted subject to:

- a) You providing satisfactory evidence of the level of cover and the details of any special terms and conditions to Us; and
- b) Our right to conduct an Individual Assessment pursuant to Clause 6 and to impose special terms where We consider it appropriate to do so; and
- c) a maximum Lump Sum Benefit of £5 million.

## **5. INDIVIDUALS BECOMING MEMBERS OF THE SCHEME AFTER THE POLICY START DATE**

- 5.1 Subject to Clause 6, cover in respect of individuals who become Members after the Policy Start Date, but as soon as they meet the Eligibility Conditions will commence on the date they joined the Scheme.

## **6. INDIVIDUAL ASSESSMENTS AND TEMPORARY COVER**

- 6.1 In circumstances where:-

- a) You seek cover in excess of the Automatic Acceptance Limit in respect of any Member; or
- b) You seek cover in respect of a Late Entrant; or
- c) You seek cover in respect of a Discretionary Entrant; or
- d) You seek cover in respect of a Member wishing to work beyond the Date Cover Ceases

the Member in question must undergo an Individual Assessment and We reserve the right to refuse to provide the cover sought.

- 6.2 You must give Us written notice immediately if You are seeking any cover of the type described in Clauses 6.1 a) to d).
- 6.3 The cost of any medical examination and any tests requested by Us will be paid for by Us. We shall not be liable for any costs incurred by You, the Employer or the Relevant Individual in attending a medical examination, undergoing any tests or in supplying any other information.
- 6.4 Where Members are outside the United Kingdom, and provision of their benefits is subject to Individual Assessment, if after this further medical information is required

to enable Us to complete Our assessment, the Member will be responsible for arranging and paying for the tests to be conducted. Examinations, tests or reports may only be arranged/conducted at a centre or provider with prior approval from Us otherwise We will not be liable for any costs and the Member may also be required to undertake another set of tests with an approved centre or provider.

We will reimburse the Member for the tests We have requested, to a maximum of the amount We would pay for the same test in the United Kingdom. Reimbursement will be in pounds sterling to a United Kingdom bank account and the exchange rate used for reimbursement will be Our banker's rate of exchange on the date of reimbursement. All results and/or reports must be provided in English.

### **Lump Sum Benefits in excess of the Automatic Acceptance Limit in respect of any Member**

6.5 Where You seek cover in excess of the Automatic Acceptance Limit in respect of any Member then, subject to Clauses 6.6 to 6.16, You will have cover in respect of the Member in question until the completion of the Individual Assessment. Your cover will be the **higher** of the Automatic Acceptance Limit and their previously accepted level of benefit. In addition, You will receive Temporary Cover equivalent to the additional cover being sought subject to the following:

- a) the Temporary Cover will not provide cover for claims which arise directly or indirectly as a result of any medical condition which the insured person has received treatment for, suffered symptoms of, sought advice on or was diagnosed with within the last two years immediately prior to receipt by Us of the notice given pursuant to Clause 6.2; and
- b) You will not be given Temporary Cover if You have previously had a request for the Lump Sum Benefits You now seek in respect of the Member declined, restricted due to failure to provide medical evidence, postponed or accepted on non-standard terms;

No Temporary Cover will be available for Late Entrants, Discretionary Entrants or Relevant Individual wishing to work beyond the Date Cover Ceases, or Members We have identified as needing to be Individually Assessed before benefiting from any change to the cover under this Policy.

- 6.6 The Temporary Cover will commence from the date of receipt by Us of the notice given pursuant to Clause 6.2 and will be in place until the earlier of completion of the Individual Assessment and the expiry of 30 days. If We are unable to complete Our assessment before the Temporary Cover period expires, the individual's cover will be restricted to their previous accepted level of cover.
- 6.7 The amount of Temporary Cover is limited so that, when added to any existing benefit the Member may receive, their total benefit entitlement during the period that Temporary Cover operates shall not exceed £5 million. Members whose benefits exceed £5 million are therefore not offered Temporary Cover in excess of £5 million.
- 6.8 If the Member's previous accepted level of Lump Sum Benefit was provided by another insurer, You must provide satisfactory evidence of the level of cover and any special terms and conditions to Us.

#### **Late Entrants**

- 6.9 Where You seek cover in respect of a Late Entrant You will have no cover in respect of the Member in question until We have completed the Individual Assessment and confirmed cover.
- 6.10 Once the Individual Assessment is complete We will notify You of Our decision. If We are providing cover for the Member in question We will notify You of the date on which cover commences and any special terms which apply.

#### **Discretionary Entrants**

- 6.11 Where You seek cover in respect of a Discretionary Entrant You will have no cover in respect of the Member in question until We have completed the Individual Assessment and confirmed cover.
- 6.12 Once the Individual Assessment is complete We will notify You of Our decision. If We are providing cover for the Member in question, We will notify You of the date on which cover commences and any special terms which apply.

### **Relevant Individuals working past the Date Cover Ceases**

6.13 Where You seek cover in respect of a Relevant Individual who is working past the Date Cover Ceases You will have no cover in respect of the Member in question until We have completed the Individual Assessment and confirmed cover.

6.14 Once the Individual Assessment is complete We will notify You of Our decision. If We are providing cover for the Member in question We will notify You of the date on which cover commences and any special terms which apply.

### **Members affected by changes to the terms of this Policy**

6.15 Where We consider changing the terms of this Policy following a request by You and such changes affect the Benefits of existing Members, We will need details of Members who are absent due to ill health and have been for either:

- in schemes with up to 50 Members, for one week or longer,
- in schemes with between 51 and 500 Members, for four weeks or longer, or
- in schemes with 501 or more Members, for twelve weeks or longer.

These Members may be required to complete an Individual Assessment before We are able to confirm the change to their Benefits. For the avoidance of doubt, no changes to Benefits will take place for existing Members until We have confirmed the changes.

### **Members Requiring Subsequent Individual Assessments**

6.16 We reserve the right to require a Member who has previously been Individually Assessed to complete a further Individual Assessment if:

- that Member's Lump Sum Benefit increases and as a result of that increase their total Lump Sum Benefit exceeds £5 million, or
- that Member's Lump Sum Benefit increases as a result of a change in benefit basis, or
- where cover is linked to the Member's Salary, the Member receives an increase in Salary of more than twenty percent in a twelve month period.

## **7. THE AUTOMATIC ACCEPTANCE LIMIT**

- 7.1 The Automatic Acceptance Limit will be reviewed and may be changed by Us at any time. We reserve the right to reduce (including to nil) the Automatic Acceptance Limit if:-
- a) there are fewer Members than five Members;
  - b) the number of Members is at any time less than 50% of the number of Members at the Policy Start Date or the last Rate Review Date (if later).
- 7.2 We will notify You in writing if We make any changes to the Automatic Acceptance Limit and will provide You with an updated Policy Schedule.
- 7.3 If We determine that the Automatic Acceptance Limit shall be reduced the level of Lump Sum Benefit which applied to a Member before the reduction becomes effective shall continue to apply on no worse terms.
- 7.4 If We determine that the Automatic Acceptance Limit shall be increased this will, subject to Clause 7.5, make no difference to the cover of Members currently insured hereunder unless and until they apply to increase their Lump Sum Benefit in which case the new Automatic Acceptance Limit will apply.
- 7.5 If We determine that the Automatic Acceptance Limit shall be increased the increased level will not apply to those Members whose cover has been restricted due to failure to provide medical evidence, declined, postponed or accepted on non-standard terms. Their cover shall remain unchanged.
- 7.6 When assessing whether the amount of benefit exceeds the Automatic Acceptance Limit, benefit will be the total benefit in respect of the Member under this Policy, or, in the case of a Single Group Policy, all Policies comprising a Single Group Policy.

## **8. TEMPORARY ABSENCE FROM WORK**

- 8.1 Where a Member is absent from work due to ill health their cover continues until the date on which cover would otherwise cease pursuant to Clause 14.
- 8.2 Where a Member is absent from work as a result of statutory leave, cover will remain in place whilst they are still considered to be engaged in the business of an Employer

in one of the capacities set out in the definition of Relevant Individual in Clause 1.2 unless cover ceases pursuant to Clause 14.

8.3 Where a Member is engaged through a Zero Hour Contract, cover during periods of ill health will cease on the earlier of:

- (a) the end of the contract, or
- (b) when the contract is terminated, or
- (c) three years from the start of the ill health

unless cover ceases pursuant to Clause 14.

8.4 Where a Member is absent from work due to any other reason which is agreed with the Member's Employer cover will remain in place until the earlier of three years from the first date of absence and the date on which cover would otherwise cease pursuant to Clause 14.

8.5 If We agree to cover a Member beyond the Date Cover Ceases their cover during periods of temporary absence will be until age 75 if absence is due to ill health and for up to 12 months for any other reason.

8.6 If a Member is on a fixed term contract, cover during periods of temporary absence will not continue beyond the end of the contract in force at the date the Member was first absent.

8.7 For the purposes of calculating Lump Sum Benefit in respect of a Member who is temporarily absent from work their salary immediately prior to the start of the period of absence will be increased in line with average pay increases made by their Employer during their absence subject to a cap of 5% per annum except where the amount by which their pay is increased was that required by law in which case there will be no limit on the amount of increase that will be taken into account.

## **9. MEMBERS WORKING OUTSIDE THE UNITED KINGDOM**

9.1 Each Member working outside the United Kingdom temporarily or on a secondment will be covered under this Policy provided:

- a) they remain a Member of the Scheme; and



- b) they have a contract of employment with a Participating Employer; and
- c) the country of secondment is declared for each Member at the Policy Start Date and at each Data Refresh Date.

9.2 We will provide cover for Members who are permanently working outside the United Kingdom in any of the following locations: European Union, Andorra, Australia, Canada, Channel Islands, Hong Kong, Iceland, Isle of Man, Gibraltar, Liechtenstein, Monaco, New Zealand, Norway, San Marino, South Africa, Singapore, Switzerland or the USA provided:

- a) they remain a Member of the Scheme; and
- b) they have a contract of employment with a Participating Employer; and
- c) the country of residence is declared for each Member at the Policy Start Date and at each Data Refresh Date.

9.3 Where a Member is working outside the United Kingdom the amount of salary or Lump Sum Benefit advised at each Date Refresh Date must be expressed in pounds sterling.

## **SECTION D – BENEFITS**

### **10. LUMP SUM BENEFIT**

- 10.1 In the event of the death of a Member, and where stated in the Policy Schedule, We will pay a Lump Sum Benefit in respect of that Member.
- 10.2 The Lump Sum Benefit will be paid to You.
- 10.3 The Lump Sum Benefit is payable in pounds sterling (or, if different, the lawful currency of the United Kingdom).
- 10.4 In distributing the Lump Sum Benefit under the Scheme Rules You shall comply at all times with the rules laid by HMRC in respect of excepted group life assurance policies.
- 10.5 Without limitation to the terms of Clause 10.4 You must ensure that:-
- a) the beneficial recipients of any Lump Sum Benefits paid under this Policy are individuals or charities; and
  - b) no individual whose life is insured under this Policy, or any individual connected with such an individual, may directly or indirectly receive Lump Sum Benefits from You on the death of another insured person merely because he or she is also one of the persons insured under the Policy.

### **11. INCREASES TO BENEFITS**

- 11.1 Where cover is linked to a Member's Salary, any increase made to the level of cover provided as a result of an increase in the Member's Salary will only take effect in respect of an individual Member if they are Actively At Work on the date the increase is made. If they are not Actively At Work on that date, the Member's benefit will increase as set out in Clause 8.7 until they return to being Actively At Work.

## SECTION E – MAKING A CLAIM

### 12. MAKING A CLAIM

12.1 You must notify Us as soon as possible following the death of any Member. A claim form can be downloaded from our website at [http://www.ellipse.co.uk/request a claim form](http://www.ellipse.co.uk/request_a_claim_form) . Alternatively you can telephone Our claims team on 020 3003 6161 or such other number as notified to You from time to time. We will then issue a claim form for You to complete and return to Us.

12.2 You must provide Us with all information requested by Us to investigate the claim properly. This information may include any of the following:

- a) proof of Membership in respect of the Member;
- b) any other information (including absence information), evidence, test, evaluation or report that may be requested at any time by Us.

If the Member died outside the United Kingdom or if there is an open inquest You must provide us with the death certificate issued by the country in which the Member died or the interim death certificate as appropriate (in either case photocopies are not acceptable).

12.3 We are not responsible for any errors or omissions from any information or evidence provided to Us from any source.

12.4 Once We determine that a claim is valid We will pay the Lump Sum Benefit within seven days subject to Us having valid payment details.

## SECTION F – TERMINATION

### 13. TERMINATION OF THE POLICY AS A WHOLE

- 13.1 You shall be entitled to terminate this Policy at any time by giving Us notice in writing stating the date on which You want cover to cease.
- 13.2 We shall be entitled to terminate the Policy immediately if:
- a) You do not comply with any term of this Policy; or
  - b) You do not provide any information requested by Us in accordance with the Policy terms within 90 days of receipt of a request, or such extended time as We may, at Our discretion, agree in writing; or
  - c) You do not pay Premium when due; or
  - d) the Employer stated in the Policy Schedule ceases to carry on business, or if an order is made or a resolution passed for the winding up of that Employer; or
  - e) any other group life policy provided by Us covering the lives of Relevant Individuals or other individuals engaged in the Employers' business (in any capacity) is terminated for any reason; or
  - f) the policy is no longer allowed under the HMRC regulations applicable to an excepted group life policy.
- 13.3 If We terminate the Policy under Clause 13.2 You shall be required to provide information as at the date of termination in order to determine the Premium payable up to the date of termination. If this information is not provided within one month of its being requested, We shall determine what Premium is payable having regard to the information then available, and any sum or sums which had been payable to Us shall remain payable.
- 13.4 If the Policy is terminated under Clause 13.2, no Lump Sum Benefit shall be payable in respect of the death of any Member after the effective date of termination of this Policy.

## **Setting up the Policy**

- 13.5 If You deliberately or recklessly do not make a fair presentation of the risk when setting up the Policy and We would not have agreed to enter into the Policy at all if We had known the material facts, We may avoid the Policy, refuse all claims and recover claims paid.
- 13.6 If You do not make a fair presentation of the risk when setting up the policy but You have not been deliberate or reckless, and We would not have agreed to enter into the Policy if We had known the material facts, We may avoid the Policy, refuse all claims and recover claims paid.

## **Rate Reviews**

- 13.7 The duty of fair presentation of risk applies at each Rate Review. If You deliberately or recklessly do not make a fair presentation of the risk at Rate Review and We would not have agreed to the contract at all or on those terms if We had known the material facts, We may terminate the contract with effect from the Rate Review Date, refuse claims and recover claims paid.
- 13.8 If You do not make a fair presentation of the risk at a Rate Review, but You have not been deliberate or reckless, and We would not have entered into the contract at all if we had known the material facts, We may terminate the contract with effect from the Rate Review Date, refuse claims and recover claims paid.

## **Variations**

- 13.9 If You deliberately or recklessly do not make a fair presentation of the risk when applying to vary the Policy and We would not have agreed to enter into the variation of the Policy if We had known the material facts, We may by notice to You treat the contract as terminated with effect from the time the variation was made, refuse claims and recover claims paid.
- 13.10 If You do not make a fair presentation of the risk when applying to vary the Policy, but You have not been deliberate or reckless, and We would not have agreed to enter into the variation of the Policy if We had known the material facts, We may treat the contract as if the variation had not been made.

## **Fraudulent claims**

13.11 If You make a fraudulent claim, We

- a) may terminate the Policy by notice and treat the contract as being terminated from the time of the fraudulent act; and
- b) recover any claims paid since the fraudulent act; and
- c) refuse to pay any claims submitted since the fraudulent act.

## **14. TERMINATION OF COVER IN RESPECT OF INDIVIDUAL MEMBERS**

14.1 Cover under this Policy in respect of individual Members ceases on the earliest of the following occurrences:

- a) the Member ceases to be engaged in the business of an Employer in any of the following capacities:
  - i. gainfully employed either permanently or for a fixed term by an Employer as evidenced by a contract of employment; or
  - ii. actively engaged in the business of an Employer in the capacity of an equity partner, member of a limited liability partnership or similar; or
  - iii. a director or other officer of an Employer;
  - iv. is engaged in the business of the Employer under a contract for services;
- b) the Member ceases to be a Member of the Scheme;
- c) the Member dies;
- d) they are a worker engaged through a Zero Hour Contract who has not received earnings from the Employer for a period of six consecutive months unless they are unavailable for work due to ill health;
- e) the Member retires (and early retirement cover is not provided for under this Policy);
- f) where early retirement cover is provided the Member included under that cover provision reaches the higher of 65 years and their state pension age;
- g) in respect of a Member before the Date Cover Ceases, the Member has been absent from work (with the approval of their Employer) for three years for a reason other

than ill health or statutory leave (or the end of the contract in force on the date first absent if the Member is on a fixed term contract);

- h) in respect of a Member after the Date Cover Ceases, the Member has been absent from work (with the approval of their Employer) for twelve months for a reason other than ill health or statutory leave (or the end of the contract in force on the date first absent if the Member is on a fixed term contract);
- i) the Member reaches the Date Cover Ceases stated in the Policy Schedule and additional cover has either not been sought by You and confirmed by Us as set out in Clause 6.13;
- j) the Member reaches the end of a fixed term contract.

14.2 In any event no cover is provided under this Policy for Members who are aged 75 or over.

## SECTION G – MISCELLANEOUS

### 15. EXCLUSIONS AND LIMITS

15.1 No Lump Sum Benefit will be payable in respect of a deceased Member where the cause of death was one of the excluded causes listed in the Policy Schedule.

For the purposes of this Clause, where We issue separate policies to a number of entities that form all or part of the same group for the purposes of Corporation Tax or a number of trusts comprising a Scheme, such policies will be treated as a Single Group Policy for the purposes of determining the limit of Our liability. Our maximum overall liability in any postal area (which may be lower than Our maximum overall liability) provided by Us to You covering the lives of Members engaged in the Employer's business (in any capacity) shall be that shown in the Policy Schedule. Our liability to pay benefit in respect of the death of all Members across a Single Group Policy engaged in the Employers' business (in any capacity) whose deaths were caused by an Event shall be limited to the amount specified in the Policy Schedule. For the avoidance of doubt, Our maximum liability will be limited to the lowest event limit operating in any Policy Schedule relating to a Single Group Policy. Where no specified postal or location limit is stated, a limit of £5 million applies.

Our liability to pay benefit in respect of the death of two or more Members across a Single Group Policy engaged in the Employer's business (in any capacity) whose deaths occur as a result of the same or related causes while such Members are travelling together on business shall be limited to £40 million. This applies both while they are travelling and for a maximum of seven days at the location where they are engaged in the Employer's business. If a lower event limit applies in the location where they are temporarily on business, claims involving these members will be subject to the travel limit of £40 million, not the location limit. If a higher event limit applies to the location where they are temporarily on business then the higher limit shall apply. For the avoidance of doubt, We will not add two event limits together. Where Members have been at a location for more than seven days, the event limit for that location will apply.



However where the Scheme includes Members who are employed as professional sports people the travel limit will be as detailed in the Policy Schedule.

- 15.2 Any exclusions or limits applied as a result of Our conducting an Individual Assessment will be notified to You separately in writing.

## **16. CONTRACTING OUT OF THE INSURANCE ACT 2015**

- 16.1 You must provide a fair presentation of the risk when setting up the Policy, on an application to vary the policy and at a Rate Review.
- 16.2 If We would have applied different terms and/or a higher premium if You had fairly presented the risk set out in Clause 16.1, then You agree that We can retrospectively charge the correct higher Premium (and apply any different terms to the Policy). You agree to promptly pay the corrected additional Premium.
- 16.3 Upon receipt of the corrected additional Premium set out in Clause 16.2, We will pay the claim in full, rather than on the proportionate reduction basis described in Schedule 1 paragraphs 6 and 11 of the Insurance Act 2015. To that extent, Clause 16 contracts out of Schedule 1 paragraphs 6 and 11 of the Insurance Act 2015.
- 16.4 Other remedies in respect of the duty of fair presentation of the risk are set out at Clauses 13.5 – 13.10 inclusive of this Policy.

## **17. REMEDIES FOR FRAUDULENT CLAIMS**

- 17.1 To the extent that this Policy provides cover in respect of a person who is not a party to the Policy and a fraudulent claim is made under the Policy by or in respect of that Member, We may exercise the rights set out in Clause 17.2 as if there were an individual insurance contract between Us and the Member concerned. However, the exercise of any of those rights shall not affect the cover provided under the Policy in respect of any other Member.
- 17.2 If there is a fraudulent claim by or in respect of a Member under this Policy, We will inform the Policyholder and the Personal Representative of the deceased Member that We cancelled the cover in respect of the Member with effect from the time of the fraudulent act and that We will seek to recover any sums paid by Us in respect of the claim.

17.3 If We exercise our right to terminate under Clause 17.2, We shall not be liable in respect of the death of the Member if it occurred after the time of the fraudulent act.

## **18. GOVERNING LAW AND JURISDICTION**

18.1 This Policy is construed and governed in accordance with English and Welsh Law and any dispute shall be subject to the exclusive jurisdiction of English and Welsh Courts.

18.2 This Policy has no surrender value and cannot be assigned without Our prior written permission.

## **19. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

19.1 No term or provision of this Policy may be enforced in any circumstances by any third party, whether under the Contracts (Rights of Third Parties) Act 1999, which is hereby excluded, or otherwise. The Policy may be amended or terminated without the consent of, or reference to any third party.

## **20. DATA PROTECTION**

20.1 For the purposes of this Clause the terms “data controller”, “personal data” and “process” shall have the meanings given to them in the Data Protection Act 1988.

20.2 You agree that We are the data controller in respect of personal data which We receive from You pursuant to this Policy.

20.3 We will process all personal data received pursuant to this Policy in accordance with Our obligations under the Data Protection Act 1988.

20.4 You will be responsible for making any notifications to or obtaining any necessary consents from:

- a) Members before providing Us with the details set out in Clauses 2.2 and 2.4 to ensure We are entitled to use this information for the purposes set out in Clause 2.7, Clause 2.12, Clause 2.17 and Clause 2.20.
- b) dependants before providing Us with any information about them for the purposes of investigating, administering and reviewing claims under Clause 12.

20.5 Where We undertake an Individual Assessment, We will be responsible for obtaining appropriate consents from the individual in respect of data collected during the course of the Individual Assessment.

## **21. NOTICES**

21.1 Any notice or other communication given under this Policy shall be in writing and may be served by delivering it personally, or sending it by pre-paid first class post, registered or recorded delivery to the relevant address or sent as a .pdf attachment to an email to the relevant email address set out below or such other address or email address as either party may from time to time notify the other in writing.

21.2 Documents relating to the administration and operation of this Policy will be lodged in Our secure on-line document store and will be deemed to have been received as if by e-mail.

21.3 Any notice or other communication given pursuant to this Policy shall be deemed to have been given or received:

- a) in the case of dispatch by first class, registered post or recorded delivery, on the third day after its dispatch;
- b) in the case of delivery by hand, at the time of its delivery;
- c) in the case of email, within three hours of transmission,

provided that if deemed receipt occurs after 17.00 on a Business Day or on a day which is not a Business Day, the notice shall be deemed to have been received at 9.00 on the next Business Day.

## **22. APPEALS AND COMPLAINTS**

22.1 If a claim is declined and You disagree with Our decision You, the beneficiary or the beneficiary's personal representative can appeal Our decision. An email should be sent to [claims@ellipse.co.uk](mailto:claims@ellipse.co.uk) outlining the reason for the appeal and attaching any additional information. The claim will be reviewed by an appropriately qualified and experienced assessor who was not involved in the original claim decision. If the appeal

process upholds the original decision, contact details of the Financial Ombudsman Service will be provided.

22.2 Any complaints You may have should be referred to Us at the following address:

5<sup>th</sup> floor

15 Bermondsey Square

London SE1 3UN

Tel 202 3003 6160 (Calls may be recorded for training and monitoring purposes.)

or by email to [puttingitright@ellipse.co.uk](mailto:puttingitright@ellipse.co.uk)

22.3 If You remain dissatisfied with the outcome of Your complaint and You are an “eligible complainant” for the purposes of the Financial Conduct Authority dispute resolution rules (“DISP”), the matter may be escalated to the Financial Services Ombudsman at the address below. Your legal rights will not be affected by contacting this organisation.

Financial Ombudsman Service Ltd,

Exchange Tower,

1 Harbour Exchange Square,

London, E14 9SR

Telephone 0800 023 4567

22.4 Any complaint from Members or dependants in connection with this Policy should be referred to You. You shall either deal with such complaint or, if appropriate, refer such complaint to Us at the address above. If the Member or dependant remains dissatisfied, the matter may be escalated to the Financial Ombudsman Service (if eligible). The Member’s or dependants legal rights are not affected by contacting this organisation.

## 23. COMPENSATION

23.1 We are covered by the Financial Services Compensation Scheme (“FSCS”). You may be entitled to compensation from the scheme if We cannot meet Our obligations. This depends on the type of business and circumstances of the claim.

Further information about compensation scheme arrangements is available from the FSCS:

Financial Services Compensation Scheme

10<sup>th</sup> floor, Beaufort House

St Botolph Street

London EC3A 7QU

Tel 0800 678 1100

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