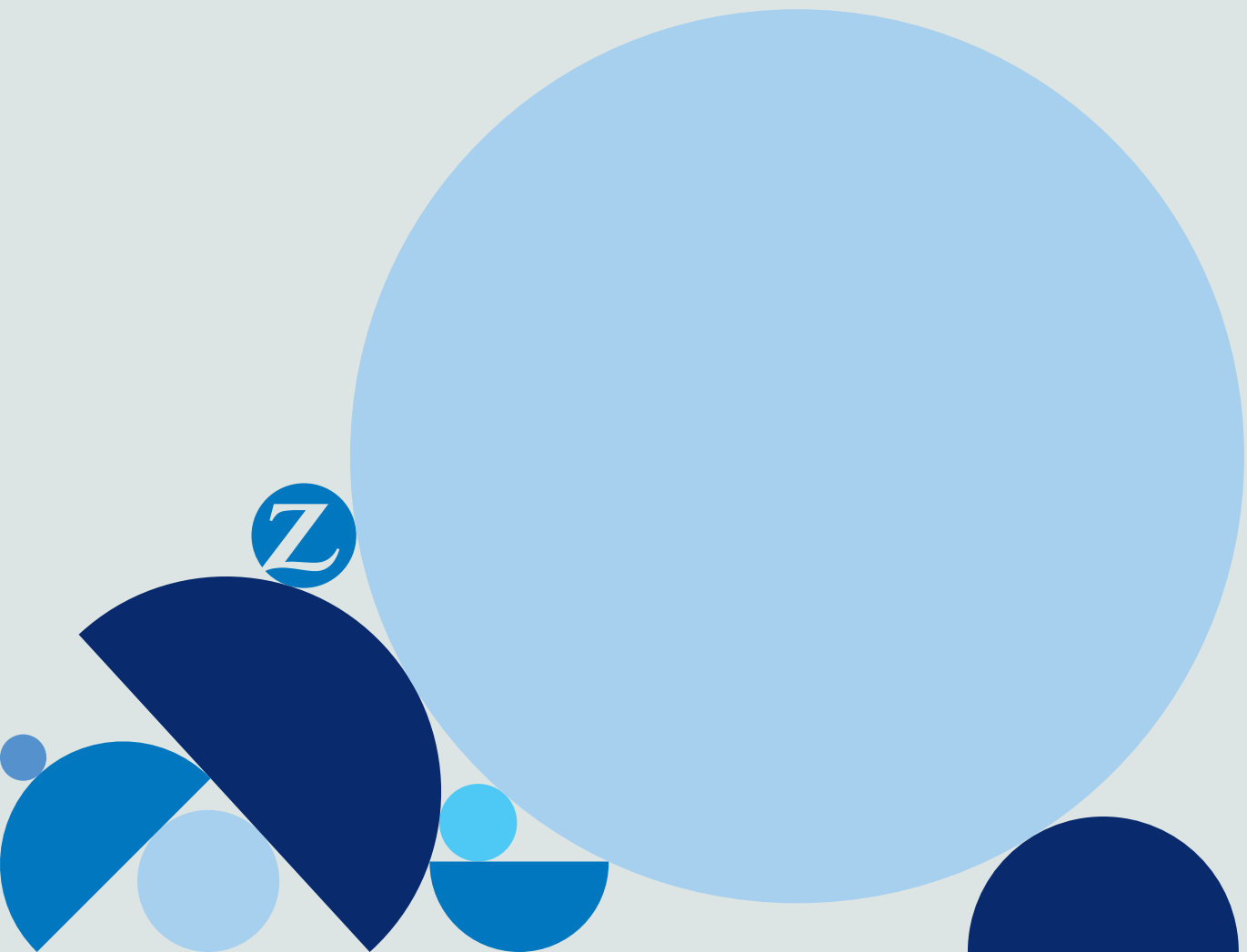



# Registered Group Life Policy

## Terms and conditions



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# Terms and conditions your contract with us

The Registered Group Life Policy is a 'non consumer' contract for use by commercial customers in the ordinary course of their business or profession. It's provided by Zurich Assurance Ltd so where we refer to '**we**', '**us**' or '**our**' we mean Zurich Assurance Ltd. By '**you**' or '**your**' we mean the Policyholder, detailed in the policy schedule, who's a party to the Scheme.

Where we refer to the '**policy**' we mean this booklet which gives a full description of the terms and conditions that apply generally, and your policy schedule which shows the specific terms of your policy.

The terms and conditions and your policy schedule state the legal contract between you and us.

Please keep both documents in a safe place.

# Interpretation and definitions

We've tried to use plain language in the policy but avoiding all technical terms is difficult. Where we've used them, or where words or phrases have a specific meaning, we've explained them below. We've used capital initial letters to highlight the use of these words or phrases in this document.

Where the details in the policy schedule differ from or conflict with anything in these terms and conditions, the details in the policy schedule will prevail.

Any statutory provision we refer to will include reference to any consolidation, modification, re-enactment, replacement or regulations made under any of these statutory provisions that are in force from time to time.

Words importing the singular include the plural and vice versa and words importing a gender shall include all genders. The words "include" and "including" shall not be construed as words of limitation.

**Actively At Work** means an employee who:

- has not received medical advice to refrain from work
- isn't absent from work or restricted from working due to illness or injury, and
- is actively following their normal occupation.

This means working at their normal capacity for the normal number of hours required by their contract, either at their normal place of business or at a place where the business requires them to work.

If an Actively At Work requirement is applied on a day that isn't a working day, we'll treat an employee as Actively At Work unless their medical record shows that they were suffering from a medical condition that would reasonably have been expected to prevent them working normally.

**Additional Lump Sum** means the agreed additional lump sum amount payable by us under the policy to fund a Dependant's pension (described as a fixed amount or a multiple of salary for each category of Member in the policy schedule) payable by us under the policy on the death of a Member.

**Associated Policy** means any policy where we provide the benefits payable on the death of any individual in connection with their employment with an employer included in the policy or any other company, partnership or organisation, which together with the employer, form the same group or a part of the same group.

**Automatic Acceptance Limit** means the maximum level of salary or cover that is automatically given to Members, without medical underwriting. Where a Member is included in other group life policies linked to this policy and insured by us in connection with their employment with any employer included in this policy, we'll aggregate the benefits from all of the policies to determine whether the Member's benefits exceed the Automatic Acceptance Limit.

We normally express this limit as a sum insured. The Automatic Acceptance Limit for the policy is in your policy schedule.

The Automatic Acceptance Limit won't automatically apply to Discretionary Entrants. We'll inform you in writing if we agree to provide any cover without Underwriting for a Discretionary Entrant who's admitted as a Member.

**Catastrophe** means one originating cause, event or occurrence or a series of 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 occur.

Or, for terrorist activities, a catastrophe is defined as:

One originating cause, event or occurrence or a series of originating causes, events or occurrences, resulting in the death of more than one Member, which on the balance of probability results from persons acting in concert or in accordance with a plan or design. This is irrespective of the period of time or area over which such deaths occur.

**Dependant** means a person you tell us qualifies for a pension under the Scheme rules.

**Discretionary Entrant** means an employee you wish to include in the policy, but who doesn't meet the conditions for normal inclusion or is included at a date that isn't their first opportunity.

**Eligible Employee** means a person who meets the eligibility conditions for a Member category shown in your policy schedule.

**Entry Date** means the date when an Eligible Employee is included in the policy. The Entry Date for each eligibility category is shown in your policy schedule.

**HMRC** means HM Revenue and Customs.

**Individual Costing** means we calculate a table of individual rates that will apply to the Members' time on risk. This administration method will be detailed in your policy schedule.

**Lump Sum** means the agreed lump sum (described as a fixed amount or a multiple of salary for each category of Member in the policy schedule) payable by us under the policy on the death of a Member.

**Member** means any person who's a Member of the Scheme and included in the policy.

**Member Benefit** means the aggregate amount of Lump Sum and Additional Lump Sum, if any, payable by us to you on the death of a Member.

**Policy Review Date** means the day following the end of the Rate Guarantee Period when we may revise the premium rate(s) we've applied to this policy and vary the policy terms and conditions.

**Policy Salary** means the salary basis agreed between us for each eligibility category as shown in your policy schedule.

**Policy Start Date** means the date the policy starts as shown in your policy schedule.

**Policy Year** means whichever of the following periods apply:

- from the Policy Start Date to the first Yearly Revision Date, or the date the policy is cancelled if earlier
- one Yearly Revision Date to the next Yearly Revision Date, or the date the policy is cancelled if earlier.

**Rate Guarantee Period** means the period during which we guarantee not to change our premium rates or policy terms and conditions (except in the circumstances described in 8.5 and sections 11 and 13). At the Policy Review Date we'll review premiums and set a new Policy Review Date. Your policy schedule shows the rate guarantee end date.

**Registered Pension Scheme** means a discretionary trust that is registered with HMRC as a Registered Pension Scheme in accordance with the provisions of section 153 of Chapter 2 of the Finance Act 2004.

**Scheme** means the Registered Pension Scheme in connection with which this policy has been effected.

**Terminating Age** means the age the Member's cover will end. This is shown in the policy schedule.

**Trustees** means the trustees of the Registered Pension Scheme, details of which are included in the policy schedule.

**Underwriting** means the process of assessing risks and setting premiums.

**Unit Rate** means we calculate a single rate that will apply to the total membership. This administration method will be detailed in your policy schedule.

**Yearly Revision Date** means the anniversary of the policy, as shown in your policy schedule, or any other date that we and you agree in writing when the next year's premiums are calculated.

## 1. The Registered Group Life Policy

The policy provides insurance to cover the Trustees' promise to provide Lump Sum benefits payable on the death of a Member of the Scheme.

It can include an Additional Lump Sum benefit to be used by the Trustees to purchase a Dependant's pension in the insurance market.

We pay the Lump Sum benefit (and, if applicable, any Additional Lump Sum) to the Trustees. The Trustees must apply the benefit in accordance with the Scheme rules. You must make a claim within two years of the date of the Member's death.

The Scheme must be set up under a discretionary trust and registered with HMRC. You must provide confirmation of registration to us, for existing schemes no later than 30 days after the Policy Start Date, for new schemes before the Policy Start Date.

The policy can include additional protection to provide:

- ill health early retirement cover
- early retirement cover
- continuing cover after the Terminating Age
- redundancy cover.

Your policy schedule shows if any additional protection is included. Section 5 gives more information about these benefits.

## 2. Membership

### 2.1 Eligibility conditions

An Eligible Employee must be included in the policy automatically as a Member from:

- the Policy Start Date, if they meet the eligibility conditions by that date, or
- the Entry Date, if they meet the eligibility conditions after the Policy Start Date.

Cover for a Member under the policy will start from the Policy Start Date or, if later, the Entry Date if the Member is Actively At Work on that date.

The eligibility conditions that apply are shown in your policy schedule.

The Member must be employed in the UK or, if they're based or seconded abroad, employed by a UK employer in the circumstances described in 2.3.

Where membership of the Scheme is an eligibility condition for inclusion in the policy, we'll treat any employees who don't join that scheme within twelve months of the date of their first opportunity or as part of an auto enrolment exercise as Discretionary Entrants – see 2.4.

## 2.2 Actively At Work requirements

If the Actively At Work requirements vary from our standard definition, we'll show them on your policy schedule.

### Members who are absent from work

We'll treat Members as Actively At Work if they're on pre-arranged absence, for example maternity or paternity leave or holiday unless their medical record shows they were suffering from a medical condition that would reasonably have been expected to prevent them working normally.

### New policies

If the Member isn't Actively At Work on the day cover starts, they'll not be covered.

For policies with less than 20 Members, their cover will start when the Member has returned to work and been Actively At Work for 5 consecutive working days.

For policies with 20 to 99 Members, their cover will start when the Member is next Actively At Work.

For policies with 100 or more Members the Actively At Work requirements won't apply to benefits below the Automatic Acceptance Limit.

### Cover transferred from another insurer

Cover will start immediately for the benefits underwritten by the previous insurer, where they've been disclosed to and agreed by us whether Members are Actively At Work or not – see 2.9.

If any individual isn't Actively At Work on the date the cover transfers to us, but is temporarily absent and within the temporary absence period agreed with the previous insurer, we'll continue to provide the same level of cover to the end of that temporary absence period.

If the Automatic Acceptance Limit or Terminating Age increase or the cover increases as a result of a change to the basis of calculation of benefits from that applicable under the previously insured policy, individuals who are not Actively At Work on the day before cover transfers to us won't be covered for the increase in benefit basis until they've met the Actively At Work requirements that would be applicable to a new policy with the same number of Members.

### New Members of an existing policy

If the Member isn't Actively At Work on the day they are eligible to join, they'll not be covered. Cover will start when they've met the Actively At Work requirements that would be applicable to a new policy with the same number of Members.

### Increases in benefit

For benefit increases resulting from an increase in salary below the Automatic Acceptance Limit if the Member isn't Actively At Work on the date that the increase occurs the increase won't apply until the Member is next Actively At Work.

Increases in cover during a period of temporary absence will be limited in line with 3.1.

If an increase means that the total cover you require for a Member is above the Automatic Acceptance Limit the benefits above the Automatic Acceptance Limit will be subject to underwriting, see 2.6.

## 2.3 Members not based in the UK

### Members on secondment

Where a Member is seconded to a country other than the United Kingdom the Member must have a contract of employment with a UK employer covered by the policy.

Cover will be provided for a maximum period of up to three years.

### Members resident overseas

Cover will only be provided for Members that are resident overseas where we've been notified of and agreed to provide cover in respect of them in that country.

Cover will cease if the Member ceases:

- to have a contract of employment with a UK employer covered by the policy.
- to be resident in the country cover was agreed for unless they've returned to the UK.

If you require cover for a Member who will be resident overseas you must notify us in advance and we may agree terms.

You must continue to provide us with information as explained in section 9.

## 2.4 Discretionary Entrants

We'll consider including Discretionary Entrants in the policy.

Discretionary Entrants must give us details of their health and activities, and any other information that is relevant to assess the risk before we can consider including them in the policy. We'll confirm if we include any Discretionary Entrants.

The Automatic Acceptance Limit won't automatically apply to Discretionary Entrants.

If you provide evidence that a Discretionary Entrant is a new recruit and that cover will replace cover with their immediate former employer, we may agree to waive the need for details of health and activities for that Discretionary Entrant.

## 2.5 Automatic Acceptance Limit

We may change the Automatic Acceptance Limit at the end of the Rate Guarantee Period (see section 11) or at any other time in the situations explained in section 13.

## 2.6 Underwriting

If the total cover you require for a Member is above the Automatic Acceptance Limit, we'll need to carry out Underwriting.

You must tell us if:

- the total cover you need for a Member is above the Automatic Acceptance Limit, or
- an existing Member's total cover increases above this limit.

The information we'll need will include:

- evidence of the employee's health and activities,
- any other evidence we need to decide whether there is an increased risk that the employee may die.

We may impose special terms if our Underwriting finds that the Member:

- has a medical condition or an increased risk of developing a condition, or
- is involved in hazardous pursuits.

This may result in an additional premium or restricted cover for that Member. We'll tell you in writing the terms that apply.

## 2.7 Temporary cover

When a Member's benefits require Underwriting, we'll provide temporary cover for a maximum of 120 days for that benefit while we wait for the information and do the Underwriting.

Temporary cover will commence from notification however we'll backdate temporary cover to the date the increased cover should have started or the Policy Start Date if later, if you tell us within 30 days from that date.

Temporary cover will end when we offer Underwriting terms, or after 120 days, whichever happens first.

Temporary cover doesn't apply to:

- Discretionary Entrants
- Members for whom we or a previous insurer refused cover or offered cover on non-standard terms
- Members who've previously failed to provide us or a previous insurer with medical evidence or any other requirements asked for
- Members' benefit (or any part of it) that brings their total benefit to more than £3,000,000, or
- Members whose death results from a medical condition that happened, or for which they had treatment, routine monitoring or underwent investigation during the 24 months immediately before the date temporary cover commences.

## 2.8 Forward underwriting

Once we've completed our Underwriting and agreed the terms of cover for a Member, we'll apply these to future increases, subject to the limits described below. However, there may be circumstances when we'll limit, or not apply, the terms we've agreed for future increases for individual Members. We'll tell you in writing the terms that will apply.

### 20 Members or more

We won't normally need more information about the Member's health and activities until the Member Benefit reaches £5,000,000.

### Fewer than 20 Members

We won't normally need more evidence of health and activities for five years unless the total amount of cover increases by more than 15% compound in any 12 month period or the Member Benefit reaches £5,000,000.

## 2.9 Cover transferred from another insurer

If before the Policy Start Date, the Members were insured under a group policy with a previous insurer and we've agreed to accept the Underwriting terms offered by the previous insurer cover and the terms that apply will be subject to you providing evidence that is acceptable to us.

If we've been unable to accept the previous insurers underwriting terms you'll have the option of allowing us to fully underwrite any Member with benefits above our Automatic Acceptance Limit.

We'll tell you in writing the Underwriting terms that apply.

## 3. When Membership ends

Membership and cover will end on the earliest date on which any the following events occur:

- the Member reaches the Terminating Age shown in the policy schedule (unless we agree to extend cover for a Member beyond the Terminating Age)
- the Member no longer meets the eligibility conditions shown in the policy schedule
- the Member is no longer employed by any participating employer we've agreed to include in the policy
- the Member is no longer employed in the UK, except where we've agreed to provide cover in the circumstances described in 2.3
- the Member ceases, for any reason, to be a Member of the Scheme
- the Member reaches the end of the agreed temporary absence period
- the policy is cancelled – see section 7.



### 3.1 Members who are temporarily absent

If a Member is away from work and you still regard them as an employee and continue to pay premiums in respect of them, we'll maintain cover:

- where the absence is a result of illness or injury up to the Terminating Age
- where the absence is for any other reason we'll maintain cover for up to 36 months.

Your policy schedule will show if the cover for temporarily absent Members varies from the above.

We may agree to extend cover for longer periods in some circumstances. For example, if the Member is called up as a regular reservist, a volunteer reservist, or seconded to work that we agree is of national importance.

During a period of temporary absence, cover can increase up to a maximum of the lesser of the general level of standard company pay increases for all Members or 6%.

## 4. Policy benefits

We provide cover for each Member equal to the Member Benefit calculated in accordance with the terms and conditions of the policy on the date of the Member's death.

We'll pay the Member Benefit to the Trustees if a Member dies during the Policy Year. Payment is subject to you complying with your obligations under this policy (including without limitation, all requests for information required in section 11).

We'll aggregate the Lump Sum with any Additional Lump Sum when applying the Automatic Acceptance Limit to the Member Benefit.

Your policy schedule shows the basis of sum insured for each category of Member.

### 4.1 Lump Sum benefit

The basis of calculating the Lump Sum can vary between different categories of Membership, but must be the same basis for all Members within a specified category.

### 4.2 Additional Lump Sum to purchase a Dependant's pension

Where the Member Benefit includes an Additional Lump Sum it should be used by the Trustees to purchase a Dependant's pension in the insurance market.

## 5. Optional additional protection

Your policy schedule will show if your policy includes any of the following additional protection:

- 5.1 Ill health early retirement.
- 5.2 Early retirement.
- 5.3 Continuing cover after the Terminating Age.
- 5.4 Redundancy cover.

### 5.1 Ill health early retirement

If this applies, the policy will continue to provide cover for a Member who retires early due to ill health.

### 5.2 Early retirement

If this applies, the policy will continue to provide cover for a Member who retires early. However, HMRC regulations must allow them to have continued life cover.

We provide early retirement cover, for whatever reason, up to age 65, or the Member's State Pension Age if later, or such earlier age that was applicable to the Member at the date they began early retirement. All Members of any category of membership to which early retirement cover applies must be included. No cover will be provided for any Additional Lump Sum. The benefit will be the amount the Member was entitled to immediately before leaving service.

### 5.3 Continuing cover after the Terminating Age

Any Lump Sum benefit can continue to be provided up until attainment of age 75. If you've selected a policy Terminating Age of less than 75, you can elect to continue Lump Sum cover for Members who continue in active employment beyond your elected policy Terminating Age.

We must agree in advance to what age you want to continue cover.

Where you elect to continue cover, Members will have to be Actively At Work when they reach their relevant policy Terminating Age and may be subject to underwriting. Where the Member isn't Actively At Work for any reason they won't be covered until they've returned to work and been Actively At Work for five consecutive working days.

For Members where cover is continued beyond the policy Terminating Age and temporary absence applies, we'll maintain cover for no longer than 12 months.

### 5.4 Redundancy cover

If this applies, the policy will continue to provide Lump Sum cover for a Member who's made redundant. The Member must be Actively At Work on their last working day immediately before redundancy. Your policy schedule shows the redundancy cover period.

This cover ends when:

- the Member finds alternative employment either on a part-time, full-time or self-employed basis
- the Member reaches the Terminating Age of the policy
- the redundancy cover period ends.



## 6. Event limits

All causes of death are covered, but there are limitations to the overall cover under the policy.

### 6.1 Catastrophe limit

There is a limit to how much we'll pay if death occurs, directly or indirectly, as a result of a Catastrophe.

Unless otherwise stated in the special terms and conditions set out in the policy schedule, the total aggregate of the insured Member Benefits payable under the policy (and any Associated Policies if more than one is insured with us) will be limited to a maximum of £100,000,000 for a Catastrophe.

Additionally limits to the total aggregate benefit payable at a certain location may apply where deaths occur directly or indirectly as a result of a Catastrophe. Any additional limits will be stated in the special terms and conditions set out in the policy schedule. The aggregation and application of these limits will be considered a part of the overall policy limit detailed above. We may agree to increase limits at locations providing you tell us if the total benefits you require for Members at a location exceeds the specified limit.

For Members where business locations have not been disclosed the total aggregate benefit payable where deaths occur directly or indirectly as a result of a Catastrophe will normally be £10,000,000 for each undisclosed location (£5,000,000 if that location is within the London postcode areas EC or E14). The aggregation and application of this limit will be considered a part of the overall policy limit detailed above.

### 6.2 Group Travel limit

The total aggregate amount payable under this policy and any other policies to which this policy is linked (if more than one is insured with us) in respect of Members who die as a result of an incident that occurred whilst travelling (by any means) together on business will be limited to £25,000,000. This limit will apply from the time the Members depart to the time they arrive at their destination.

## 7. Cancelling the policy

You can cancel the policy at any time, provided you give us advance notice in writing.

We can cancel the policy, cover or benefits or change the terms of the policy, cover or benefits where:

- you don't provide the information we ask for to enable us to administer the policy
- you don't pay a premium within 30 days of the date it's due

- you or (if different) the principal employer as stated in the policy schedule ceases to carry on business, or an order is made or a resolution is passed for them to be wound up
- the aggregate number of Members under this and any linked policies falls below 3
- the Scheme ceases to be a Registered Pension Scheme or you cease to be a party to the Scheme
- you cancel an associated policy
- you or anyone acting on your behalf makes a claim which is in any way fraudulent
- any event, or change in circumstances makes it impossible or illegal to continue using the terms and conditions of this policy
- we are not able to provide cover under the policy for legal or regulatory reasons including without limitation where offering cover will violate, or may risk violating, any sanctions, laws or regulations.

If the policy is cancelled we'll pay any claims we've already agreed and consider any valid claim if the death happened during the Policy Year and the member remains incapacitated, except where to do so would be in breach of law or regulation or would violate, or may risk violating, any sanctions, laws or regulations.

If the policy is cancelled at any time during the Policy Year, we'll refund any overpayments to you or ask you to pay any premiums due. We'll send you a final statement showing the cover we provided and the premiums you paid.

The policy doesn't have a surrender value.

### 7.1

#### Reinstating cover

We may agree to reinstate cover shortly after cancellation. If we agree to do this, you must pay all premiums due. However, we won't consider a claim for a Member whose death occurred between the date of cancellation and the date we agree to reinstate cover.

## 8. Premiums

The policy operates on one-year accounting periods for an indefinite term. The premium is due at the Policy Start Date and each subsequent Yearly Revision Date. We'll provide you with a statement of account showing the premium due and the frequency of payment.

You must pay premiums to us in advance every year, normally by direct debit. You can pay monthly, quarterly or half-yearly, or by other payment methods. There will be an extra cost if you don't pay yearly by direct debit. We'll tell you about any extra costs when you request a change to your premium frequency or method. Your policy schedule shows the premium frequency you've chosen.

We charge a minimum premium of £450 a year aggregated across all linked policies.

The yearly premium is calculated on each Yearly Revision Date.

You must pay all premiums in UK currency from a UK bank account.

### 8.1 How we calculate premiums

The premium is calculated using the premium rate(s) applicable to your policy.

The premium rate(s) applicable to your policy are based on the total level of cover provided for Members and the factors listed below:

- the amount of benefits and additional protection (if any)
- the eligibility and entry conditions
- the age when cover ends
- ages
- genders
- job titles/occupations
- locations of the workforce
- claims history.

At the start of each year, we'll calculate a provisional premium. At the end of the policy year, if the provisional premium is lower than the actual premium, you must pay the shortfall. If it's higher than the actual premium, we'll refund the difference to you.

For Individual Costing policy, we calculate the premium using a rate table applied to actual cover provided during the Policy Year. For Unit Rate schemes, a Unit Rate is applied to the total amount of cover.

The method of premium calculation that applies is detailed in the policy schedule.

#### Members who've been underwritten

We may charge extra premiums for Members who've been through Underwriting. Any extra premiums will relate only to the benefit we underwrite. We'll usually work out the extra premiums in the same way we calculate the normal policy premiums, with any extra costs applied to the part of the premium that relates to the underwritten benefit.

### 8.2 What happens if you don't pay premiums?

If you don't pay a premium within 30 days of when it's due, we may cancel the policy.

### 8.3 Will premiums change at the Yearly Revision Date?

For Individual Costing policies at the Yearly Revision Date we'll calculate the actual premium for the cover provided during the Policy Year – see section 9.

This will reflect alterations during the year in the risk for Members who are included, leave or have benefit changes. You must tell us of any changes within 30 days of them happening.

For Unit Rate policies at the Yearly Revision Date, to remove the need for you to give us detailed records, we'll assume these changes occur halfway through the Policy Year. However, for Members who are over the Automatic Acceptance Limit, a more accurate costing method is fairer, so we'll charge for the time we provide benefits.

### 8.4 Will premiums change at the end of the Rate Guarantee Period?

The premium rate(s) and associated adjustment factors are guaranteed from the Policy Start Date until the Policy Review Date and from one Policy Review Date to the next, except where we reserve the right to revise them as explained in 8.5 and sections 11 and 13.

### 8.5 Will premiums change at any other time?

We also reserve the right to revise the premium rate(s) at any other time if one or more of the following situations arises:

- the number of Members exceeds 9 or falls below 10
- for Unit Rate policies, the number of Members at any time increases or decreases during the Rate Guarantee Period by 25% or more. This doesn't apply to Individual Costing policies.
- the number of Members at a location increases or decreases during the Rate Guarantee Period by 25% or more and their aggregate amount of benefit exceeds £5,000,000
- for Unit Rate policies, the aggregate amount of the benefits insured under the policy increases or decreases during the Rate Guarantee Period by 25% or more. This doesn't apply to Individual Costing policies
- you want to add or remove a participating employer or group of employees to or from the policy
- you want to change rules that affect someone's inclusion as a Member or affect the Member Benefits
- the nature of business or location changes
- there is a significant change in the occupations of the Members or where they work
- Legislation results in a change to the way our life assurance fund (into which premiums are paid) or the benefits payable under the policy are treated for tax purposes.

We also reserve the right to revise the premium rate(s) at any other time if a change is made to any policy to which this policy is linked.

## 9. Information we need at the Yearly Revision Date

We'll let you know what information we need at least 90 days before each Yearly Revision Date. You must provide the information we ask for as soon as possible to make sure Members are covered for the required benefits from the policy Yearly Revision Date and we can tell you the new premium.

We'll need information for each category on:

- the total number of Members, and
- the total salary roll or benefit amount.

We'll also need information on each Member:

- whose benefits are above or outside the Automatic Acceptance Limit
- to whom we've applied special terms
- who has extended cover, and
- who's temporarily absent from work.

We'll ask for more detailed information for Individual Costing policies or, when the Rate Guarantee Period ends, when we need to re-calculate the rate(s). We'll need a list of all Members for each category, showing their:

- name
- job title/occupation
- gender
- date of birth
- Policy Salary or benefit
- benefit category
- workplace address and location, by reference to the geographical postcode of the building
- the date they were included or left.

You should also list Members who are temporarily absent from work.

## 10. Fair presentation of the risk

**10.1** At the Policy Start Date and on each Yearly Revision Date of the policy, and also whenever changes are made under the policy terms or to the policy at your request, you must make a fair presentation of the risk.

**10.2** If you deliberately or recklessly fail to comply with clause 10.1 of this condition depending on what we would have done if a fair presentation had been made we may:

- avoid the policy, which means that we'll treat it as if it had never existed and refuse all claims without returning the premium paid by you; and
- recover from you any amount we've already paid for any claims; or
- take any of the actions outlined in clause 10.3.

**10.3** If you don't comply with 10.1 of this condition and the non-compliance isn't deliberate or reckless, the policy may be affected in one or more of the following ways depending on what we would have done if a fair presentation had been made.

- If we would not have provided you with any cover we'll have the option to:
  - avoid the policy, which means that we'll treat it as if it had never existed and repay the premium paid; and
  - recover from you any amount we've already paid for any claims.
- If we would have applied different terms to the cover (other than in relation to premium) we'll have the option to treat this policy as if those different terms apply.
- If we would have charged you a higher premium for providing the cover, we'll proportionately reduce any claim by reference to the same ratio that the premium actually charged bears to the premium that would have been charged. For example if we would have doubled the premium, we'll only pay half of any claim.

**10.4** We won't invoke the remedies which might otherwise have been available to us under this condition, if the failure to make a fair presentation of the risk concerns only facts or information provided by Members which relate to one or more Members and not you.

Provided always that if the Member concerned or you acting on their behalf makes a careless misrepresentation of fact, we may invoke the remedies available to us under this condition 10 against that particular Member, as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

## 11. What happens at the end of the Rate Guarantee Period?

At the end of the Rate Guarantee Period, on the Policy Review Date we'll review the cost of providing cover and may increase the premium and change the policy terms and conditions. There is no limit to how much your premium can increase, although we'll apply any change in a fair and reasonable way.

At the review, we'll consider any changes in the details of Members included in the policy, plus things like:

- the amount of cover and additional protection (if any)
- the eligibility and entry conditions
- the age when cover ends
- ages
- genders
- job titles/occupations
- locations of the workforce
- claims history.

The rate review will also reflect:

- any change in the claims we expect from policies of this type
- economic information, such as interest and tax rates
- the cost of administering and distributing such policies
- actuaries' views on the current and expected cost of providing cover.

## 12. Making a claim

If you need to make a claim, please contact us by phone on 0800 181 4004. We can be notified of and record all claims over the phone.

You must provide us with all the information we request to assess the claim properly. If we don't have all the information we need, we may not pay a claim.

We'll need the Member's original death certificate and we may need evidence of the Member's earnings. We'll let you know what other documentation we'll need. You must send original documents; we don't accept photocopies. We'll send all original documents back to you by recorded delivery.

Once we've all the evidence we need, we'll tell you whether we've accepted the claim.

### 12.1 When do we need to know about a Member for whom you wish to claim?

Please tell us as soon as possible after a Member's death. We won't accept any claims we receive more than two years after the Member's death.

### 12.2 How do we assess a claim?

When you tell us about a claim, our claims team will ask you for the Member's name, date of birth, cause and date of death, if known, and policy number. We'll then allocate a case manager who will decide on the next steps.

We always try to pay all valid claims to the Trustees as soon as possible and we'll keep you informed of how the claim is progressing.

### 12.3 What happens to claims if the policy ends?

If the Scheme or this policy ends and you've paid all premiums due up to the date it ends, we'll consider any valid claims that happened before the date the policy ended.

## 13. Changing the policy

You can ask to change cover at any time. We may agree to amend the policy subject to you providing all the information we require to properly consider the request. If we agree to amend the policy, we'll write to you to inform you of the revised terms and conditions. If we can't make the change, we'll write and tell you the reason.

We'll have the right to vary, modify or amend any term of the policy at any time during any Rate Guarantee Period by providing written notice to you if one or more of the situations below arise or where any event, or change in circumstances makes it impossible or illegal to continue using the terms and conditions of this policy:

- the number of Members falls below 10 or exceeds 9
- for Unit Rate policies, the number of Members at any time increases or decreases during the Rate Guarantee Period by 25% or more. This doesn't apply to Individual Costing policies
- the number of Members at a location increases or decreases during the Rate Guarantee Period by 25% or more and their aggregate amount of benefit exceeds £5,000,000
- for Unit Rate policies the aggregate amount of the benefits insured under the policy increases or decreases during the Rate Guarantee Period by 25% or more. This doesn't apply to Individual Costing policies
- you want to add or remove a participating employer or group of employees to or from the policy
- you want to change rules that affect someone's inclusion as a Member or affect the Member's benefits
- the nature of business or location changes
- there is a significant change in the occupations of the Members or where they work.

You must promptly notify us if any of the above occur.

You must notify us in advance if:

You wish to change the Scheme, its rules, or if its Trustees change.

## 14. Miscellaneous

This section sets out the miscellaneous provisions of the policy.

### 14.1 Fraudulent Claims

If you or anyone acting on your behalf makes a claim which is in any way fraudulent, we'll be entitled to refuse to pay the whole of the claim and recover any sums that we've already paid in respect of the claim.

We may also notify you that we'll be treating the policy as having terminated with effect from the date of the fraudulent claim.

If we terminate the policy under this condition you'll have no cover under the policy from the date of termination and you won't be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of a Member and not on behalf of you this condition should be read as if it applies only to that Member's claim and references to the policy should be read as if they were references to the cover effected for that Member alone and not to the policy as a whole.

#### **14.2 Sanctions**

We won't provide you or a Member with any services or benefits if in doing so we violate, or may risk violating, any applicable (including UK, EU and USA (Office of Foreign Asset Control)) sanctions, laws or regulations. This could result in us having to amend or terminate your policy with us.

#### **14.3 Law**

The policy is to be construed and governed by English law and will be subject to the exclusive jurisdiction of the English courts.

#### **14.4 The contract**

The contract between the parties comprises:

- the policy
- any documents enclosed with it when issued
- any endorsements or amendments to it.

The policy is a non-consumer insurance contract and has been classed by us as appropriate to 'commercial' customers in the context of the Financial Conduct Authority's Conduct of Business rules.

#### **14.5 Assignment**

Neither the policy nor any benefit payable under it can be assigned.

#### **14.6 Discharge of liability**

The receipt of any benefit payable under this policy by the Trustees or any person authorised by the Trustees to receive payment will be good discharge of our liability in respect of such payment.

#### **14.7 Third party rights**

This contract is only capable of enforcement by the parties to it. Members don't have any rights under the Contracts (Rights of Third Parties) Act 1999 and don't need to be involved in decisions about the insurance provided under the policy. No rights of enforcement or any other rights are given to any third parties including those who may become beneficially entitled to receive an insured death benefit under the Scheme.

#### **14.8 Confidentiality**

We'll treat the information provided to us in connection with this policy as confidential except where it:

- was legitimately in our possession before you gave it to us;
- was or is already generally available to the public;
- is trivial or obvious; or
- is required to be disclosed to fulfil an obligation under the policy.

We won't disclose confidential information to any person other than our reinsurers, professional advisers and auditors, employees and employees of other companies in our group, or where we are required to disclose to a legal or regulatory authority.

#### **14.9 Data Protection statement**

Zurich takes the privacy and security of your personal information seriously. We collect, use and share your personal information so that we can provide policies and services that meet your insurance needs, in accordance with applicable data protection laws.

The type of personal information we'll collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you've requested other individuals be included in the arrangement, personal information about those individuals.

We and our selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quote and/or contract of insurance; (ii) to meet our legal or regulatory obligations; (iii) where you've provided the appropriate consent; (iv) for our 'legitimate interests'.

It's in our legitimate interests to collect personal information as it provides us with the information that we need to provide our services more effectively including providing information about our products and services. We'll always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of our data protection statement can be viewed at [www.zurich.co.uk/corporate-risk/data-protection-statement](http://www.zurich.co.uk/corporate-risk/data-protection-statement)

#### **How you can contact us**

If you've any questions or queries about how we use your data, or require a paper copy of the statement, you can contact us via [gbz.general.data.protection@uk.zurich.com](mailto:gbz.general.data.protection@uk.zurich.com) or alternatively contact our Data Protection Officer at Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.



#### 14.10 Complaints

If you wish to make a complaint, please contact us using any of the methods provided in the 'How to contact us' section. You can get details of our complaints handling process on request. If you're not satisfied with our response, you may be able to complain to the Financial Ombudsman Service if your complaint is within their jurisdiction.

The Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

Telephone: 0800 023 4567

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This service is free and using it won't affect your legal rights.

#### 14.11 Compensation

The Financial Services Compensation Scheme (FSCS) covers the policy. If we're unable to meet our financial obligations in full you may be entitled to help from Financial Services Compensation Scheme (FSCS). The compensation you'll receive will be based on their rules.

If you need more information, you can contact the FSCS helpline on 0800 678 1100 or 020 7741 4100, write to the address below or visit the website [www.fscs.org.uk](http://www.fscs.org.uk).

Financial Services Compensation Scheme  
10th Floor  
Beaufort House  
15 St Botolph Street  
London  
EC3A 7QU

#### 14.12 Compliance

We've processes in place to ensure we conduct our business lawfully, with integrity, and in line with current legislation including but not limited to legislation relating to anti-bribery and/or anti-corruption, competition, terrorism, modern slavery, conflicts of interest and money laundering.

##### 14.12.1 Conflicts of interest

We make every effort to identify conflicts of interest. A conflict of interest is where the interests of our business conflict with those of a customer, or if there is a conflict between customers of the business. Once identified, we aim to either prevent the conflict or put steps in place to manage it so that it's no longer potentially detrimental to our customers. We operate in line with our conflicts of interest policy, available on request or on our website, which details the types of conflicts of interest that affect our business and how we aim to prevent or manage these. Where we cannot prevent or manage a conflict which may be detrimental to you, we'll fully disclose it to you in line with our policy.

#### How to contact us

If you need to contact us you can write, phone or email:

Write to:  
Zurich Corporate Risk  
PO Box 3512  
Swindon  
SN3 9AH  
UK

Phone: 0800 141 2002

Monday to Friday 9.00am – 5.00pm. We may record or monitor calls to improve our service.

Email: [zcrservicing@uk.zurich.com](mailto:zcrservicing@uk.zurich.com)

Website: [zurich.co.uk/corporate-risk](http://zurich.co.uk/corporate-risk)



Please let us know if you would like a copy of this  
in large print, braille or audio.

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Telephone: 0800 030 4428.

We may record or monitor calls to improve our service.

