

Group Life Assurance Policy for death in service benefits under registered occupational pension schemes

Policy Conditions

These Policy Conditions are introduced from 26 September 2018

Your Policy

The contractual terms of the **Policy** are set out in:

- these **Policy Conditions** and any subsequent updates and/or replacements,
- the information provided in the Proposal Form,
- your **Policy Particulars** and any subsequent updates and/or replacements,
- the information provided prior to the **commencement date**, or in relation to any alteration to the cover provided under the **Policy**,
- any questionnaire or written statement relating to a **member**, including, but not limited to, a Health Declaration Form,
- any **decision letter** issued in writing by us in respect of any **member**, and
- any special terms, exclusions or limitations issued by us in writing.

The **Policy**:

- provides evidence of a legal contract between you and us and takes effect from the **commencement date** for insurance to cover benefits payable on the death of a **member**, and
- provides insurance cover to a **registered occupational pension scheme**, and
- provides insurance to cover lump sum benefits and/or an annuity payable under a discretionary trust.

The terms of the **Policy** are dependent upon the information we are provided with. If this is mis-stated, or has changed since the information was provided, or is proved to have not been a **fair presentation of the risk** we may amend, discontinue or void the **Policy**.

If you do not comply with the **Policy** terms and conditions, we may not pay claims. We may not be bound to accept any further premiums and we may cease cover under the **Policy**.

You must advise us if you change or dismiss your intermediary.

You may not assign, sell, transfer or otherwise dispose of the benefits payable under the **Policy**.

This **Policy** will not have or accrue any surrender value.

This **Policy** is subject only to English law. If there is any dispute between the parties about anything to do with the **Policy**, the English Courts are the only courts which may make a judgment about the dispute.

Any person or company who is not a party to this **Policy** does not and shall not have or acquire any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy**.

Please read this Policy carefully, and then keep it in a place of safety for future reference.

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Terms and Expressions we use

In this **Policy** the words 'we', 'us' or 'our' mean Canada Life Limited. When we refer to 'you' or 'your', we mean the trustees of the **scheme** named in the **Policy Particulars** that attach to this document.

Some terms have specific meanings. These are listed below in alphabetical order, together with their meanings and are highlighted in bold text where they appear in these **Policy Conditions**.

If a particular term cannot be identified you may need to combine more than one of the definitions listed below.

Actively at work:

means that a person:

- is present at their place of work, and
- has not received medical advice to refrain from work, and
- is mentally and physically capable of performing fully the normal regular duties associated with the job they are engaged to do, and
- is working their normal contracted number of hours, either at their normal place of work or at a place that the business requires.

Annual revision date:

the date in each calendar year when the premiums are calculated. The date is shown in your **Policy Particulars**.

Associated policy:

the policy or policies which have been taken out with us in association with this **Policy** as detailed in your **Policy Particulars**.

Capitalisation factor:

the factor, shown in your **Policy Particulars**, which is applied to each £1 per annum of a **member's** death in service pension

Catastrophic event:

one originating cause, event or occurrence or a series of related originating causes, events or occurrences, resulting in the deaths of 4 or more **members**, irrespective of when or where the **members** die.

Catastrophic event limits:

the maximum amount which we will pay in the event of a **catastrophic event**. These will be shown in your **Policy Particulars**.

Cease age:

the age agreed between us as being the age at which cover for a **member** ceases as shown in your **Policy Particulars**. The maximum age must not exceed a **member's** 75th birthday.

Civil partner:

a person who is the **member's civil partner**, for the purposes of Section 1 of the Civil Partnership Act 2004, at the time of the **member's** death.

Claim benefit:

the amount of **insured benefit** that we have agreed to pay following a **member's** death.

Commencement date:

the date that the **Policy** starts, as set out in your **Policy Particulars**.

Decision letter:

written confirmation issued by us following our assessment of medical and other evidence obtained for a **member**.

For the purpose of this definition this will include:

- acceptance of benefits,
- declinature of benefits,
- postponement of a decision,
- restriction of benefits.

Discretionary benefit:

a benefit you want us to provide for a **member** that is larger or smaller than the **scheme benefit** for which the **member** would be eligible.

Discretionary entrant:

someone:

- who is not an **eligible employee** but who you wish to include in the **Policy**, or
- who is an **eligible employee** but who you want covered from a different date to their **normal inclusion date**, or
- who is a **late entrant**.

Eligible child:

a **member's** natural or legally adopted **child** (or any other child who was, in your opinion, financially dependent on the **member**) who, when the **member** died, is also:

- under age 23, or
- dependent on the **member** because of disability.

Eligible dependant:

a person who you tell us qualifies under the rules of the **scheme** for a pension when the **member** dies.

Eligible employee:

as shown in your **Policy Particulars**..

Employer:

any company, partnership or organisation that we have agreed to include in the **Policy**.

Equivalent lump sum:

the annual amount of a **member's** death in service pension benefit multiplied by the relevant **capitalisation factor**.

Evidence of insurability:

any documentary or medical evidence that we may reasonably require to include someone for benefits in the **Policy**.

Expected normal pension age:

the age at which a **member** would normally be expected to leave the **employer's** service and receive a pension from the **employer's registered occupational pension scheme**. In any event, this age will never exceed a **member's** 75th birthday.

Fair presentation of the risk:

under the terms of the Insurance Act 2015, you have a duty to provide us with all information you know, or ought to know, about the cover required, so that we can determine whether we need to make any further enquiries in order to allow us to correctly assess the risk for which the cover is required.

Any individuals who have key or senior roles within any of the **employers** covered under the **Policy** must be aware of, and accountable for, all information and knowledge relating to the **employer's** insurance cover.

Disclosure of information to us must be made in a clear and accessible manner and must be factually correct. This duty is also placed on any intermediary acting on your behalf in connection with this **Policy**.

Free cover limit:

the amount of a **normal entrant's total benefit** that we will cover on standard terms without the need for **evidence of insurability**.

This will be shown in your statement of account. The free cover limit is calculated at the **commencement date** and at each subsequent **annual revision date**, based on the number of lives and the benefit basis. Should either of these change, the free cover limit may also change.

HMRC:

HM Revenue & Customs.

Insured benefit:

the benefit for which the **member** has been accepted under the **Policy**.

Late entrant:

a person who joins an **employer's** pension arrangement after the date on which they first became eligible to join that arrangement where entry and/or the benefit entitlement under this **Policy** is dependent on membership of that arrangement.

Member:

an **eligible employee** included in the **Policy**.

Normal entrant:

an **eligible employee** who you include in the **Policy**:

- on the first day that they meet the entry conditions shown in your **Policy Particulars**, and
- for their **scheme benefit**.

Normal inclusion date:

the first day that an **eligible employee** qualifies for inclusion in the **Policy**. The day is explained in your **Policy Particulars**.

Normal place of business:

a location at which one or more of your employees carry out their duties on a regular basis.

Periodic review date:

the date when your premium rates, **Policy Conditions** and **policy fee** are reviewed. The date is shown in your **Policy Particulars**.

Policy:

this is comprised of:

- these **Policy Conditions** and any subsequent updates and/or replacements,
- the information provided in the Proposal Form,
- your **Policy Particulars** and any subsequent updates and/or replacements,
- the information provided prior to the **commencement date**, or in relation to any alteration to the cover provided under the **Policy**,
- any questionnaire or written statement relating to a **member**, including, but not limited to, a Health Declaration Form,
- any **decision letter** issued in writing by us in respect of any **member**, and
- any special terms, exclusions or limitations issued by us in writing.

Policy fee:

an annual charge for each **Policy** towards our costs.

Policy Particulars:

the document issued with these **Policy Conditions** which shows the basis of cover which has been agreed for your **Policy**.

Policy year:

any 12 month period from an **annual revision date** during which the **Policy** is in force.

Registered occupational pension scheme:

an occupational pension scheme as defined in section 150 of the Finance Act 2004 set up under discretionary trust (including a standalone life assurance trust) that is registered with **HMRC** as a registered pension scheme in accordance with Part 4, Chapter 2 of the Finance Act 2004.

Restricted person:

a person or entity subject to any sanctions, prohibitions or restrictions under:

- the United Nations' resolutions, treaties or conventions, or
- trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Canada or United States of America.

The foregoing includes but is not limited to the following and their equivalents in force from time to time:

- United Kingdom HM Treasury's Office of Financial Sanctions Implementation Consolidated List of Financial Sanctions Targets in the UK (designated by the United Nations, the European Union and the United Kingdom relating to current financial sanctions regimes), or
- United Kingdom Home Office's List of Proscribed International Terrorist Groups, or
- United Kingdom Home Office's List of Proscribed Groups Linked to Northern Ireland Related Terrorism.

For the purpose of this **Policy**, an entity would also be deemed a restricted person, should a restricted person control or own a vested interest in 25% or more of its shareholding.

Scheduled territories:

the United Kingdom, all European Union (EU) countries, Andorra, Australia, Canada, the Channel Islands, Gibraltar, Hong Kong, Iceland, the Isle of Man, Liechtenstein, Monaco, New Zealand, Norway, San Marino, Switzerland, USA and the Vatican City.

Scheme:

the **registered occupational pension scheme** named as the **scheme** in your **Policy Particulars**.

Scheme benefit:

as shown in your **Policy Particulars**.

Scheme salary:

the basis of salary you have agreed with us and shown in your **Policy Particulars**.

Secondment:

a period of time when an employee is sent to work somewhere other than their normal place of work by an **employer** on a temporary basis with an expectation of return to their original job, or to their original **employer** in their original location.

Spouse:

the person that the **member** is legally married to when the **member** dies.

State Pension age:

the age at which the **member** is first entitled to receive the basic State Pension or any benefit that may replace it.

Statutory leave:

any leave taken from employment due to an entitlement to:

- adoption leave,
- maternity leave,
- parental bereavement leave,
- paternity leave, or
- shared parental leave.

Total benefit:

the sum of:

- a **member's** lump sum benefit, and
- a **member's equivalent lump sum**, and
- any benefits provided for the **member** under any other Group Life assurance Policies insured by our Group Insurance department.

Underwriting:

the process whereby **evidence of insurability** is obtained and assessed.

Section 1

Who is covered

1.1 Normal entrants

We will include a **normal entrant** as a **member**:

- on the **commencement date**, if they were included in your existing group death in service arrangement on or before that date, or
- from their **normal inclusion date**, on or after the **commencement date**.

Your **Policy Particulars** will show what conditions apply.

1.2 When any benefits need to be underwritten

If a **free cover limit** does not apply, all of a person's **total benefit** will be subject to **evidence of insurability** and acceptance by us.

If a **free cover limit** applies and the amount of the person's **total benefit** exceeds that **free cover limit**, the excess will be subject to **evidence of insurability** and acceptance by us.

If we are able to accept **total benefits**, a **decision letter** will be issued showing when further **evidence of insurability** will be required for any increase.

1.3 Provision of cover for discretionary and late entrants

We may agree, if specifically requested, to include a **discretionary entrant** or **late entrant**.

We will need **evidence of insurability** before we can accept cover for any benefit.

We will tell you what **evidence of insurability** we need and the date that any cover for that person starts.

1.4 Provision of cover before an underwriting decision has been made

If **evidence of insurability** is needed by us before we can accept a person's **total benefit**, we will provide temporary cover.

This will apply for up to 120 days, from the date:

- the person is first included in the **Policy** as a **member**, or
- when an increase in a **member's total benefit** applies, or
- when we are notified of a **discretionary entrant** or **late entrant**, or
- when we are notified of any **discretionary benefits**

and will cease when we tell you what our decision is, if earlier.

However, temporary cover will not apply:

- if the person has previously had some or all of their **total benefit** declined or postponed, or
- if any additional premiums chargeable following the issue of our **decision letter** have not been accepted, or
- if a **decision letter** has not been issued where **evidence of insurability** has previously been requested, or
- to any part of the person's **total benefit** that exceeds £5,000,000, or
- if the person dies before a decision has been made and death was directly or indirectly linked to a medical condition suffered within a 5 year period prior to the date temporary cover commenced.

1.5 Underwriting decisions which can be made

When we have received all the **evidence of insurability** that we need to decide whether we can accept a person's **total benefit** our **decision letter** will be issued showing what cover can be provided and whether any special terms will be applied. We may:

- accept the **total benefit** at standard terms, or
- decline the amount of **total benefit** that was being underwritten, or
- postpone making a decision to a later date, or
- charge an additional premium for the amount of **total benefit** that has been underwritten, or
- exclude certain conditions or activities.

If we have asked for **evidence of insurability** to complete **underwriting** and we do not receive it, we will restrict the person's **insured benefit** to the minimum of the following:

- their previous **insured benefit** if they have been previously underwritten, or
- the **free cover limit**, if one applies, if they have not been previously underwritten and they are being underwritten because their **total benefit** exceeds the **free cover limit**, or
- nil benefit if they are being underwritten as a **discretionary entrant**, or
- that person's previous **insured benefit** if they are being underwritten for a **discretionary benefit**.

If we can accept that person's **total benefit** we will tell you when cover for that benefit starts.

Where both lump sum and death in service pension benefits are insured, but:

- the person cannot be included for their **total benefit**, or
- some of their **total benefit** has been accepted on special terms,

the **total benefit** accepted or the amount of benefit accepted at standard terms will be proportioned in the same ratio as the original amount of lump sum benefit and death in service pension benefit required.

1.6 Provision of cover during a period of temporary absence from work

If you continue to pay premiums, we will continue to provide cover, subject to **Section 4 - When cover ceases**, for **members** who are granted a temporary leave of absence from work. Cover under the **Policy** will continue:

- during any period of illness, disablement or **statutory leave**, or
- for up to 3 years for any other reason.

Cover will cease if the **member** ceases to qualify for benefits under the **Policy**.

Where a **member's** benefit:

- was insured under another policy immediately before this **Policy** commenced, and
- the **member** was absent from work on the **commencement date**

their cover under this **Policy** will stop on the same date that the cover would have ceased under that other policy, if that policy had remained in force. This will only be applied if the previous policy provided cover during absence for a shorter period than that shown above.

This will also apply if new groups or organisations are brought into the **Policy** after the **commencement date**.

The amount of a **member's scheme salary** during a period of temporary leave of absence from work will be the amount that applied in respect of the **member** immediately before the absence started.

However, we will allow some increases in **scheme salary** to be taken into account during a period of temporary leave of absence.

These increases will be limited to the lesser of:

- the general level of increases in basic salaries or wages awarded by the **member's employer**, and
- the increases in the Average Weekly Earnings Statistic (including bonuses), published by the UK Office for National Statistics

during the period of temporary leave of absence.

1.7 Cover that is provided while a member is outside the UK

Cover will be maintained for **members** whilst they are outside the UK on holiday or travelling in connection with their business, other than **secondment**.

We will cover **members** who are working outside the UK on **secondment** to another country within the **scheduled territories** provided that:

- they would otherwise meet the eligibility conditions for inclusion in the **Policy**, and
- they have a contract of employment with the **employer** or, if they are not employed by the **employer**, they have a contract with the **employer** to provide the benefits described in this **Policy**.

You can request cover for individuals who are:

- working outside the UK on a permanent basis, or
- working on **secondment** in a country outside the **scheduled territories**.

We will need full details of these individuals before we can agree cover and confirm any further special terms and conditions which may apply. There may be locations and circumstances where we will not provide cover.

For **members** working outside the UK:

- all premiums must be paid in UK currency, and
- all **claim benefits** will be paid by us in UK currency.

If the **member** is not paid in UK currency, **scheme salary** for premium calculation will be converted to UK currency based on the exchange rate, as published by the Bank of England, at the previous **annual revision date** and will be fixed until the next **annual revision date**.

If we require medical evidence for **evidence of insurability** or in support of a claim and it is obtained outside the UK, then any medical evidence must be provided in English.

If we agree to contribute an amount towards the cost of obtaining the evidence this will be equivalent to the cost of obtaining similar evidence in the UK unless otherwise agreed.

Section 2

What is covered

The cover included in the **Policy** and the basis of its calculation is shown in your **Policy Particulars**.

2.1 Discretionary benefits

If you ask us to provide a **discretionary benefit** we will either:

- agree to provide cover subject to **evidence of insurability** for the **discretionary benefit**, or
- decline to provide such cover.

Where we agree to provide cover we will tell you what **evidence of insurability** we need. If the evidence provided is satisfactory to us we will issue our **decision letter** and confirm the date on which cover will start.

Any **discretionary benefits** will be shown in our **decision letter** and will not be shown in your **Policy Particulars**

Section 3

Optional additional cover

Your **Policy Particulars** will state any additional cover that is included under the **Policy**, the basis of its calculation and the method used to calculate the premiums for additional cover.

3.1 Death in service pension benefit

If you have chosen to insure this benefit with us details of the cover provided will be shown in your **Policy Particulars**.

3.2 Continued cover for members who leave service in receipt of an incapacity pension

This provides cover for lump sum benefits to be maintained until **expected normal pension age** for a **member** who leaves service before their **expected normal pension age** and at that time is granted a pension in accordance with the rules of the **employer's registered occupational pension scheme** due to incapacity.

3.3 Continued cover for members who have been made redundant

Lump sum benefits can continue and will cease on the earliest of:

- the date alternative employment, including self-employment, starts, or
- the **member's cease age** under the **Policy** at the date of their redundancy, or
- the maximum period agreed for cover from the date of redundancy, as shown in your **Policy Particulars**.

If a **member** is absent from work for any other reason than **statutory leave** on the date their redundancy is confirmed, cover will be maintained for no longer than the period specified in **Section 1.6**.

3.4 Annual increase in death in service pension benefit payable

If you have selected to insure a death in service pension with us the agreed rate of increase, if any, will occur annually on the anniversary of the death of the **member**.

Section 4

When cover ceases

4.1 When cover ceases for a member

Cover for a **member** will cease on whichever of the following events is first to occur:

- on reaching the **cease age** you have agreed with us, or
- on ceasing to satisfy the eligibility conditions shown in your **Policy Particulars**, or
- on ceasing to be actively employed by an **employer** for any reason, other than during a period of temporary leave of absence, or
- on reaching the end of the period allowed under the **Policy** for a period of temporary leave of absence and having not returned to active employment, or
- on ceasing to work in the **scheduled territories**, unless otherwise agreed, or
- on reaching the end of their employment contract.

Where the **cease age** is linked to **State Pension age** and **State Pension age** for a **member** changes, the **cease age** will be the **member's** new **State Pension age**.

4.2 When we can cease cover under a Policy

We reserve the right to cease this **Policy** if:

- you cancel an **associated policy**, or
- you do not pay premiums requested within 30 days of the date they were due, as shown in **Section 6.4.3**, or
- new legislation or regulations are introduced, or changes are made to existing legislation which affect or this **Policy**.
- you or any **employer** becomes a **restricted person**.

Section 5

Policy Limits or restrictions

We apply a **catastrophic event limit** on the total amount of **claim benefit** across this and any **associated policies**, including lump sum and/or death in service pension **policies**, arising as a result of a **catastrophic event**.

5.1 Location assessment

The total **claim benefit** payments relating to any deaths which happen as a result of a **catastrophic event** at a particular location will be assessed against the **catastrophic event limit** granted for that specific location, whether the **members** who have died are normally based at that location or not.

5.2 The maximum amount we will pay

If a **catastrophic event** takes place at a **normal place of business** (or within 800m of it), the amount payable will be limited to the **catastrophic event limit** for that location.

If more than one location is affected by a **catastrophic event** the overall maximum amount we will pay is £100,000,000, subject to the **catastrophic event limit** at each location affected.

Where we are covering employees of an **employer** under separate group life assurance policies, we will treat these group life assurance policies as if they were a single policy.

The maximum payable at any one location will be the highest individual maximum **catastrophic event limit** at that location rather than the sum of the separate **catastrophic event limits** for each policy and will be subject to an overall maximum amount of £100,000,000, unless otherwise agreed.

If a **catastrophic event** affects **members** travelling, the maximum amount payable will be £20,000,000 both during travel and at the destination if this is not a **normal place of business** under this **Policy** and/or any other group life assurance policies insured by us.

Claims will be settled in the order we receive completed claim forms until the relevant limit has been reached.

Section 6

Premiums

6.1 How we calculate your premiums

The basis we will use to calculate your premiums depends on how many **members** are covered at the **commencement date** under this **Policy** and any **associated policies** (or the last **periodic review date**, if later). We use either our single premium basis or our unit rate basis.

The single premium basis is used where there are up to and including 19 **members**.

The unit rate basis is used where there are 20 or more **members**.

Where both lump sum benefits and death in service pension benefits are covered, the calculation basis for each benefit may differ depending on the number of **members** included for each benefit.

Your **Policy Particulars** will show which basis applies.

The minimum total annual premium for the **Policy** for any **policy year** will be £1,000.

This minimum will be applied as a total across this **Policy** and any **associated policies**.

6.1.1 Single premium basis

We calculate separate premium rates for each individual **member** based on a rate using their age, sex, location and occupation. The **member's insured benefit** is multiplied by this rate.

This method will also be used to calculate any additional premiums which have been shown in our **decision letter** for an individual **member** regardless of the method used to calculate premiums for the **Policy**.

Separate premiums will be calculated for each **member** on the **commencement date** and on each subsequent **annual revision date**. These will be shown on the statement of account and the total premium charged will include any **policy fee**.

Each premium will be for that part of the **member's insured benefit** to which this basis applies.

An additional premium will be calculated if someone becomes a **member** or has an increase in **insured benefit** other than on the **commencement date** or an **annual revision date**.

If a **member's insured benefit** ceases or decreases we will calculate a refund at the next **annual revision date**.

Any premiums, additional premiums or premium refunds will be for the period from the date on which any of the events described above takes place until the next **annual revision date**. Where the period is not a complete year, the premiums will be based on the number of days from the date on which any of the events described above takes place to the next **annual revision date**.

We will produce one set of accounts for each **policy year** which will include any adjustments required.

We are not able to provide cover for any children's pension benefits using the single premium basis.

6.1.2 Unit rate basis

We calculate these premiums by multiplying the relevant total **members' insured benefits** by the unit rate that applies at that date.

When we calculate the premiums for lump sum benefits, we will use the total lump sum **insured benefits** for all of the **members** on that date.

When we calculate the premiums for death in service pension benefits, we will use the total death in service pension **insured benefits** for all of the **members** on that date.

When we calculate the unit rate for death in service pension benefits, we will take into account that not all **members** will have someone who is eligible to receive the relevant death in service pension benefit.

If the period from the **commencement date** to the next **annual revision date** is not a complete year, we will charge premiums for the number of days for which cover is provided.

At each **annual revision date**, we will calculate a premium adjustment to allow for any increases or decreases in **insured benefits** or changes in membership since the **commencement date** (or last **annual revision date**, if later).

When calculating premiums we will assume that all these changes occur half way through the **policy year**.

If there has been any change to the basis of cover, eligibility, **employers** or groups of people included, legislation or unit rate during that period, we will calculate adjustments for the periods before and after that change took place.

Total premiums will be shown on the statement of account and any **policy fee** will already be included in the unit rate.

6.2 Revision of premium rates and basis

Premium rates and **policy conditions** are reviewed at each **periodic review date** and any changes will be effective from that **periodic review date**.

We reserve the right to review the basis on which we calculate your premiums where:

- the total number of **members**, or
- the total **insured benefit**

increases or decreases by more than 25% in comparison with the same totals that were applicable on the **commencement date** (or on the last **periodic review date**, if later), across all **associated policies** (if any).

This may result in us changing the premium rates, **Policy** terms and **policy fee** for the **Policy**.

6.3 The information we need to calculate your premiums

All data should be provided in electronic spreadsheet format.

At each **annual revision date** (including a **periodic review date**) we will ask you for a complete list of **members**.

The list must include for each **member**:

- individual identifier (this can be name but should not be National Insurance Number),
- date of birth,
- sex,
- **scheme salary** or lump sum benefits and death in service pension benefits (if these apply), reflecting the definition agreed with us and taking into account any limitations which may apply,
- **scheme benefit** for which insurance is required,
- benefit category,
- occupation,
- postcode of normal work location, or home postcode if the **member** normally works from home, or overseas location (if appropriate), and
- details of any regular business travel taken in the last 12 months, or anticipated in the next 12 months, outside the UK, the EU or North America.

For cases where the single premium basis applies we will also require:

- date of joining or leaving, if appropriate, and
- date of increase in **scheme salary**, if allowed, if the increase was not on the **annual revision date**.

Limitations may include the following:

- any salary cap which you choose to apply and have agreed with us,
- any maximum benefit limits which apply to the **Policy**,
- any limits applied to **total benefits** following the issue of our **decision letter**, or
- any restrictions on increases permitted during a period of temporary leave of absence.

You must also clearly show all **members**:

- who have been granted a period of temporary leave of absence from work under the terms shown in **Section 1.6** (including those who are temporarily working outside the UK), and/or
- who are not **actively at work** on the **annual revision date** (or **periodic review date**) including any who are in receipt of disability benefits, and/or
- for whom **total benefits** are not covered, and/or
- whose **total benefits** exceed the **free cover limit** which was granted at the previous **annual revision date**, and/or
- for whom any special terms apply,

as this may affect the calculation of premiums and the value of any **claim benefit**.

We also require you to clearly show all **members**:

- for whom cover is to be maintained after leaving service in receipt of an incapacity pension (if insured), and/or
- who are provided with cover after being made redundant (if insured), and/or
- whose cover is to be provided beyond the **cease age** of the **Policy**.

If these **members** are not clearly identified we will not provide cover for them and no **claim benefit** will be payable.

You must ensure that the data you give us accurately reflects any salary basis or limitations that you have agreed with us. We will use the agreed salary basis (where applicable) to determine the amount of any **claim benefit** payable, not the data provided.

6.4 When premiums are payable

The premiums are payable by you to us in advance.

Premiums are due on the **commencement date** and on each subsequent **annual revision date**.

Premiums are payable annually, but you may choose to pay your premiums monthly by direct debit. If you choose this payment method your premiums will increase by 2%.

6.4.1 What we will do

We will send you a statement of account setting out the total premiums due in respect of the **members** at the **commencement date** and at each subsequent **annual revision date**.

A deposit premium will be charged at each **annual revision date**, due immediately, in order to ensure cover is maintained.

When you provide us with complete accurate information we will send you a revised statement of account for the updated premiums. We will then either send you a refund for excess premium paid, or request the balance of any premiums you owe us.

Where premiums are payable annually by cheque or electronic funds transfer (other than by Direct Debit) we will also issue an invoice for premiums due.

If the single premium basis applies the statement of account will include individual premiums for each **member**.

6.4.2 How you can pay your premiums

You may pay your premiums:

- annually by cheque payable to Canada Life Limited, or
- by electronic funds transfer, or
- by Direct Debit (this will increase your premiums by 2%).

6.4.3 What will happen if you do not pay your premiums

You must pay your premiums within 30 days of the date they are due.

If you do not pay your premiums, we may:

- reject your claims, or
- delay the payment of any new claims until any outstanding premium debts have been resolved, or
- withdraw cover completely.

If we cease your cover, we will tell you the date that cover ceases in writing. Premiums will be due for the period of cover up to that date.

Any agreement made by us to extend the 30 day payment period will be subject to additional terms and conditions.

If premiums remain unpaid after 30 days, or any agreed extension to the payment period, we reserve the right to start debt collection proceedings against you.

If you wish to cease your **Policy**, you should contact us in writing and not simply stop payment of your premiums.

Section 7

Alterations to the Policy cover

7.1 Keeping the Policy up to date

You can request an alteration to the **Policy** cover at any time but you must tell us in writing what you want to change before you want the alteration to take place. We have to agree to any changes you require to your cover before they can be applied to your **Policy**. If you do not tell us the cover insured under the **Policy** will remain unchanged.

We will confirm to you any additional requirements that we will need to be able to make the change.

Only changes which have been agreed by us will be acceptable and we will write to you to confirm when the change has been made and the date on which it will become effective.

7.2 Alterations which may affect your premiums and/or terms and conditions

You must tell us immediately, if:

- you wish to change the cover or the way in which benefits are calculated, or
- you wish to include (or remove) any optional additional cover, or
- you wish to change the **cease age** of the **Policy**, or
- you wish to include a company, partnership, organisation or a group of people in the **Policy** (including new categories, new companies or transfers to new contracts of employment), or
- you wish to remove an **employer** or a group of people from the **Policy**, or
- changes are made to an **employer's** pension scheme, to which the membership, or levels of benefit which are insured under this **Policy**, are linked, or
- there are any changes in the structure or legal status of any of the **employers** included in the **Policy**, or
- you appoint, change or dismiss your intermediary.

These changes can have a direct effect on the premiums and/or terms and conditions that we can apply to the **Policy**. New terms and conditions and premium rates can be applied to the **Policy** from the date any changes take place.

7.3 Changes to the nature of your business or the locations where members work

You must tell us immediately if there is a change in:

- an **employer's normal place(s) of business**, or
- the locations where **members** travel on business, or
- the nature of an **employer's** business which results in the occupation of any **member** becoming more hazardous.

If you do not tell us:

- the total amount of claims across this and any **associated policies** will be restricted to the **catastrophic event limit** for your **Policy** as shown in **Section 5 - Policy limits or restrictions**, and
- claims arising as a result of a more hazardous occupation will be declined.

These changes can have a direct effect on the premiums and/or terms and conditions that we can apply to the **Policy**. New terms and conditions and premium rates can be applied to the **Policy** from the date any changes take place.

7.4 When we can make alterations

We can apply new terms and conditions and premium rates to the **Policy** at the **periodic review date**.

In addition we also reserve the right to apply new terms and conditions and rates to the **Policy** at any time:

- if new legislation or regulations are introduced, or changes are made to existing legislation (including any relating to **State Pension age**), and
- if changes are made to **HMRC** practice which affects the tax treatment of your premiums and/or benefits for you, the **members** or us, and
- if an **associated policy** is altered or cancelled.

7.5 How you can cancel the Policy

You must tell us before the date when you want to cancel the **Policy** and confirm the request in writing. The **Policy** will continue until we receive your instructions.

We will not backdate cancellation of cover and will charge for the time we have been providing cover.

Section 8

Making a claim

8.1 When you should tell us about a claim

A completed claim form must be submitted as soon as possible after a **member's** death.

In order for us to pay any **insured benefit**, or any additional amounts of **insured benefit**, you must provide us with a completed claim form, in respect of the benefit being claimed, within 2 years of a **member's** death.

You should send completed forms and documentation to:

Life Claims Team
Canada Life Limited Workplace Protection
Canada Life Place
Potters Bar
Hertfordshire EN6 5BA

Fax: 01707 671180

Email: grouplifeclaims@canadalife.co.uk

8.2 What we need to assess a claim

We must be provided with a current claim form fully completed by a Trustee, or a signatory authorised by the Trustees.

If we are unable to validate death using an online register we will require an original copy (not a photocopy) of a Registrar's or Coroner's Certificate of Death of the **member**.

If your claim is for a death in service pension benefit, we will also require original copies (not photocopies) of:

- the marriage certificate and birth certificate for the **spouse**, if the pension is payable to the **spouse**.
- the civil partnership certificate and birth certificate for the **civil partner**, if the pension is payable to the **civil partner**.
- the birth certificate or adoption certificate for any **eligible child**, if the pension is or will become payable to an **eligible child**.

If the pension is payable to a person who is an **eligible dependant**, we will also require:

- the birth certificate for that person, and
- evidence of the Trustees' investigations where they have established financial dependency in accordance with the **scheme** rules.

Our claims guides and current claim forms can be downloaded from our website:

<https://www.canadalife.co.uk/workplace-protection/group-life-insurance/claims/>

8.3 Claim assessment outcomes

We request the information detailed in **Section 8.2** above so that we can ensure that it matches the agreed basis of cover provided under the **Policy**.

If the information provided on the claim form matches the agreed basis of cover provided under the **Policy** we will proceed with our assessment of your claim.

If the information provided:

- shows that the **member** has not been correctly included in the **Policy**, and/or
- does not match the agreed basis of cover provided under the **Policy**

we may not pay the claim.

We may request further information where an explanation of the circumstances may allow us to reconsider our decision.

If we do decline the claim we will tell you the reasons for our decisions.

If we need to request further information this may include but will not be limited to:

- medical records relating to the deceased, and/or
- any employment records deemed necessary, for example recruitment records and/or evidence of earnings relating to the deceased.

If you do not submit the fully completed claim form within the time period detailed in **Section 8.1** we will not proceed with our assessment of the claim.

8.4 What we need if a member's death occurs outside the UK

If the **member's** death happens outside the UK, we will require the original locally issued death certificate (or equivalent certificate) together with an English translation of that document which is acceptable to us.

If any medical evidence is obtained outside the UK it must be provided in English.

If we agree to contribute an amount towards the cost of obtaining the evidence this will be equivalent to the cost of obtaining similar evidence in the UK unless otherwise agreed.

8.5 How your claim benefits will be paid

Claim benefits are payable by us in UK currency.

Your discretionary trust must provide for the benefits and options that you have chosen under the **Policy** and you must distribute the **claim benefits** paid to you in accordance with the terms of that discretionary trust.

8.6 Payment of lump sum benefits

If we accept your claim, payment by us will be a full discharge of our liabilities for that claim.

The receipt of any payment by you (or by any person we have agreed to pay on your behalf) will mark an end to our responsibilities for that payment.

8.7 Payment of death in service pension benefits

If a **member** dies and the **member's insured benefit** includes a death in service pension benefit, we will, if we accept your claim, pay the pension to you, or the person authorised to receive the death in service pension benefit by you.

We will normally pay the pension by monthly instalments. The first payment will be made once a claim has been accepted and will include any payment due from the date of the **member's** death. Subsequent payments will be made on the same date each month as that on which the **member** died (or, where applicable, as close as possible in those months which do not have 31 days)

If, at your request, we agree to pay a pension direct to the person entitled to receive that pension under the **scheme** rules, we will act only as your agent. Any payments made will be treated as having been paid to you. We will deduct any tax which you would otherwise be liable to deduct under the terms of the **scheme**.

8.8 Reductions for age difference

If the death in service pension benefit is payable to a **member's spouse, civil partner** or an **eligible dependant** (apart from a member's **eligible child**), the pension will be reduced by 2.5% for each complete year that they are more than 10 years younger than the **member**.

8.9 Annual increases in death in service pensions

Any death in service pension will be increased by the escalation rate shown in your **Policy Particulars** (if any). Any increases which are due will take place on the anniversary of that **member's** death for as long as the pension remains payable.

8.10 When pension payments stop

Where a **spouse's** pension is in payment, monthly pension payments will stop when the **spouse** or **civil partner** who was receiving the pension dies.

Where a **spouse's** and orphans pension is in payment, monthly pension payments will stop when there is no (or is no longer a) surviving **spouse, civil partner** or **eligible child** to pay.

Where a children's pension is in payment, monthly pension payments will stop when there is no longer an **eligible child** to pay.

Where a dependant's pension is in payment, monthly pension payments will stop when:

- the **eligible dependant** who was receiving the pension dies or,
- if that person was an **eligible child**, when they cease to be an **eligible child** and there is no other **eligible child** to pay

Section 9

Further information

9.1 The Company

This **Policy** is issued by Canada Life Limited, an incorporated company limited by shares, whose Head Office is in the United Kingdom. The address is:

Canada Life Limited
Canada Life Place
Potters Bar
Hertfordshire EN6 5BA

9.2 Queries and complaints

If you have any questions about either the **Policy** or your cover please contact your intermediary in the first instance. You should also contact your intermediary if you wish to complain about the service you have received. If you do not have an intermediary or if the matter is not resolved, please write to:

Customer Services
Canada Life Limited Workplace Protection
Canada Life Place
Potters Bar
Hertfordshire EN6 5BA

You can also email: groupcsc@canadalife.co.uk or ring **0345 223 8000**.

Lines are open Monday to Friday, 9am to 5pm (Thursday 9.30am to 5pm).

If we are not able to resolve your complaint you may contact the Financial Ombudsman Service in writing or by telephone. Their address, telephone number and email address are as follows:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephone: **0800 0234 567** or,
for mobile phone users **0300 123 9 123**

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Your right to take legal action will not be affected if you contact this service.

9.3 Compensation

If we are unable to meet our liabilities, you may be able to claim compensation from the Financial Services Compensation Scheme

Further information is available from the Financial Conduct Authority and the Financial Services Compensation Scheme.

Section 10

General Information

10.1 Confidentiality

We will treat the information that you give us in connection with this **Policy** as confidential as long as it:

- was not rightly in our possession before you gave it to us, or
- was or is not already public knowledge, or
- is not trivial or obvious, or
- is not required to be disclosed to a legal or regulatory authority.

We will not disclose your confidential information to any person other than our reinsurers, professional advisers and auditors, employees and employees of other companies in our group.

10.2 Intellectual Property

We will not use your company name, logo or other intellectual property marks for any reason other than administration of the **Policy** without your written permission.

10.3 Bribery and Slavery

We will comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including the Bribery Act 2010 and those relating to anti-slavery and human trafficking including the Modern Slavery Act 2015.

Our full Modern Slavery Act Statement is published here:

<https://www.canadalife.co.uk/modern-slavery-act/>

10.4 Money Laundering

We will comply with all applicable laws, regulations, codes and sanctions relating to money laundering including the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017.

10.5 Data Protection

We will comply with all applicable laws, regulations, codes and sanctions relating to data protection including the Data Protection Act 2018 (incorporating the General Data Protection Regulation).

Our full Data Protection Notice is published here:

<https://www.canadalife.co.uk/data-protection-notice>

About Us.

We provide support when it's needed most.

We are Canada Life Group Insurance, the UK's largest provider of group insurance.

We have over 45 years' experience covering thousands of businesses throughout the UK.

Our mission is to help people when they need it most, so we specialise in three products that help employers do exactly that – **Life Assurance, Income Protection** and **Critical Illness** cover.

We've grown considerably since we first arrived in the UK in 1903. We now support over 24,000 employers, covering 2.8 million employees for over £260 billion of benefits. This makes us the largest provider of group insurance in the UK.

Find out more.

We are dedicated to helping more employers support their employees when they need it most. Use our **website** to find out more about our products or feel free to contact us on **0345 223 8000**.



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