Protection

Group Income Protection

Policy Conditions

These Policy Conditions are introduced from 26 September 2018

We're happy to help if you need more support. Please let us know if you'd like a document provided in an alternative format, such as Braille, large print, or an audio file.

If you have difficulties communicating over the phone, you can contact us via Relay UK by using your Relay app or dialing 18001 before our phone number.

canada life™

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 for a **member** who is unable to work due to **incapacity**.

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**. But after a claim has been made by the **policyholder**, the **member** to which the claim relates can pursue that claim as if they were the **policyholder.**

The **member** can also, for any complaint or dispute in connection with that claim, pursue their complaint or grievance through our normal complaints procedures. If they remain dissatisfied, they can then refer the matter to the Financial Ombudsman Service before seeking a remedy at law.

This **Policy** can be amended, varied or cancelled without the consent of any third party who might benefit from its terms or have enforceable rights hereunder.

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

Contents

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 **policyholder** 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**.

Basic benefit:

as shown in your **Policy Particulars**.

Cease age:

the age agreed between us as being the age at which cover and **claim benefit** payments for a **member** cease as shown in your **Policy Particulars**. The maximum age must not exceed a **member's** 70th birthday, or in the case of a **partnership partner**, the date on which the **member** reaches age 65 or **State Pension age**, if earlier.

Claim benefit:

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

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.

Deferred period:

the period of time you have agreed with us which starts after the **commencement date** throughout which a **member** suffers an **incapacity** and is unable to work due to that **incapacity**.

The period starts on the first day that the **member** is unable to work due to that **incapacity**.

- if the **member** is on **statutory leave** the **deferred period** will start from the date of **incapacity**, and **claim benefit** payments will start from either the end of the **deferred period** or the agreed return to work date, whichever is later.
- if the **member** has been granted a temporary leave of absence the **deferred period** starts on the first day on which the agreed leave of absence ends.

Claim benefits will not be payable for the period from the date of **incapacity** to the end of the **deferred period**. The **deferred period** is shown in your **Policy Particulars**.

Note: We will not aggregate separate periods of **incapacity** which occur prior to the **commencement date**.

You cannot change the **deferred period** for a **member** who is already **suffering incapacity**.

Discretionary benefit:

a benefit you want us to provide for a **member** that is larger or smaller than the **total 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 employee:

as shown in your **Policy Particulars**.

Employer:

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

ESA:

the Employment and Support Allowance (**ESA**) is a State benefit paid to those who are unable to work due to illness or incapacity. The **ESA**, work related activity component, support component and assessment phase are described in Chapter 5, Part 1 of the Welfare Reform Act 2007.

Evidence of insurability:

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

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.

Gainful occupation:

any activity that the **member** undertakes that has the potential to provide the **member** with some form of tangible gain, directly or indirectly, either immediately or in the future. This gain could include (but is not limited to) salary, fees, benefits in kind and profit or earnings from self-employment.

HMRC:

HM Revenue & Customs.

Illness:

clinical ill health causing a material deterioration in physical or mental health.

Incapacity:

illness or **injury** meeting either the **standard**, **suited occupation** or **standard switching to suited occupation after 2 years** definitions of **incapacity** as agreed between you and us and shown in your **Policy Particulars**. These definitions are:

- **Standard**

We will treat a **member** as suffering **incapacity**, if, throughout the **deferred period** and beyond, the **member's illness** or **injury** prevents them from, and makes them incapable of, performing the **material and substantial duties** of their **normal occupation**.

In addition please refer to the notes at the end of this definition.

- **Suited occupation**

We will treat a **member** as suffering **incapacity**, if, throughout the **deferred period** and beyond, the **member's illness** or **injury** prevents them from, and makes them incapable of:

  – performing the material and substantial duties of their normal occupation, and
  – any other occupation for which they are reasonably suited due to their education, training or experience.

In addition please refer to the notes at the end of this definition.

- **Standard switching to suited occupation after 2 years**

We will treat a **member** as suffering **incapacity**, if, throughout the **deferred period** and beyond, the **member's illness** or **injury** prevents them from, and makes them incapable of, performing the **material and substantial duties** of their **normal occupation**.

Once the **member** has suffered **incapacity** for a period of 2 years from the end of the **deferred period** (whether continuous or not), this definition changes. Thereafter, we will only continue to treat a **member** as suffering **incapacity** if their **illness** or **injury** also prevents them from, and makes them incapable of, performing any other occupation for which they are reasonably suited because of their education, training or experience.

In addition please refer to the notes at the end of this definition.

Notes:

- If a **member** takes up any **gainful occupation** we reserve the right to adjust the amount of, or stop, **claim benefit** payments. If you are aware that this is the case you should advise us immediately.
- We will apply the **suited occupation** definition of **incapacity** where a **member** has to hold a licence or certificate that is dependent on them being certified as medically, physically or mentally fit to be able to perform their **normal occupation** regardless of the definition shown in your **Policy Particulars**. Examples of these occupations include LGV drivers, PSV drivers and aircraft pilots.
- We will also apply the **suited occupation** definition for some special occupations. Examples of these special occupations include, but are not limited to, Merchant Navy personnel, aircrew and dealers. For this purpose a dealer is someone who places orders to buy or sell securities, options or futures, or instruments creating or acknowledging indebtedness or contracts of difference.
- As the **Policy** is based on the information you give us, you must clearly specify the **members'** occupations.
- You cannot change the definition of **incapacity** that applies to a **member's insured benefits** if their **deferred period** has already started.
- We will not pay a proportionate **claim benefit** (see **Section 9.9**) if the **suited occupation** definition applies, or continue to pay any proportionate **claim benefit** previously being paid under the **standard** definition, when a switch to **suited occupation** occurs.

Injury:

a trauma to the body resulting in a clinical deterioration or loss of physical health.

Insured benefit:

the **basic benefit** and **supplementary 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.

Limited period:

a period of time consisting of 2, 3 or 5 years which starts the day after the end of the **deferred period**, and which is shown in your **Policy Particulars**.

Material and substantial duties:

the duties that a **member** is normally required to do to perform their **normal occupation** and which cannot reasonably be omitted or modified by you or the **member**. The duties refer to the tasks the **member** is required to perform, and whether those tasks could be carried out for you or any other employer. In addition a journey to and from the **member's** normal residence to their normal place of work is not regarded as part of the **normal occupation**.

Maximum aggregate benefit:

- for employees, 75% of the **member's earnings**,
- for **partnership partners**, 50% of the **member's earnings**.

Member:

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

Member's earnings:

for an employee the greater of:

- their **scheme salary**, or
- the total earned income from all sources received by the **member** in the last 12 months. This includes any commission, bonuses, overtime, directors' fees and other variable income.
  But, where a **member's** basic annual rate of salary or wages from their **employer** at the end of that period is three-quarters or less of their total earned income, we will limit earnings to:
  - the member's basic annual rate of salary or wages, plus
  - the annual average of all other earnings they have received during the last three years – or since joining their current employer if this is less than three years.

For a **partnership partner** the greater of:

- their **scheme salary**, or
- that person's annual average amount of partnership drawings in the partnership's last three accounting years. But if that person does not have partnership drawings for the whole of those 3 accounting years, we may agree with you an alternative method of calculating that person's earnings.

Member's pension scheme contribution:

the contribution rate that you have agreed with us that the **member** makes to the **employer's** pension arrangements.

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 **total 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 occupation:

the occupation for which the **member** was employed or engaged to do immediately before their **incapacity** started.

Other benefits:

any payments that a **member** receives due to their **incapacity** from any of the following:

- a group or individual insurance policy giving rise to income benefits as a result of illness, injury or disablement,
- a mortgage protection policy,
- a loan or credit protection arrangement (including credit and store cards), or
- an insurance premium waiver.

Other income:

any payments that a member receives from:

- any employer (whether included in the **Policy** or not) in salary or other payments (but not any payments for statutory minimum holidays accrued during a period of **incapacity**),
- self-employment, or
- a pension, including
  - a scheme pension (but not a scheme pension in payment before and continuing after the member's deferred period starts),
  - an annuity (but not an annuity in payment before and continuing after the member's deferred period starts)
  - drawdown
  - withdrawal of uncrystallised funds pension lump sums (but only that portion treated as income for tax purposes).

Partnership partner:

an equity partner of a partnership or a member listed in the incorporation document of a Limited Liability Partnership.

Pension scheme contributions:

the contribution rates that you have agreed with us in respect of a **member's** membership of an **employer's** pension arrangements. The basis is shown in your **Policy Particulars**.

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.

Policyholder:

as shown in your **Policy Particulars**.

Reduced capacity:

the ability to perform some work related activity which could include working fewer hours or undertaking less onerous duties.

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.

Return to work plan:

a return to work and reintegration programme designed to enable a **member** to return to work that we recommend for a **member** and, if appropriate, agree with the **member's** general practitioner, attending physician, consultant or other suitably qualified person treating the **member's illness** or **injury**.

There must be a reasonable expectation that the **member** will recover from their **incapacity** and return to their **normal occupation.**

RPI:

the Retail Prices Index, published by the Office for National Statistics.

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 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.

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.

State scheme deduction:

as shown in your **Policy Particulars**.

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.

Supplementary benefit:

National Insurance contributions and/or **pension scheme contributions** as shown in your **Policy Particulars**.

Total benefit:

the sum of a **member's basic benefit** and **supplementary benefit**.

TUPE:

Transfer of Undertakings (Protection of Employment) Regulations.

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 income protection 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
- if the person suffers from an **incapacity** before a decision is made and their **incapacity** was 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.

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 5 - 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 1 year for any other reason, provided the **member** has a right at the end of the agreed temporary leave of absence to return to the **normal occupation** for which they were employed or engaged immediately before the temporary leave of absence commenced.

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 Pension scheme contributions

This provides cover for contributions payable by the **member** and/or you to your pension scheme, at the rate(s) shown in your **Policy Particulars**.

This is limited to a maximum **member** contribution rate of 7.5% of salary each year.

The maximum combined total of a **member's** and your contributions must not exceed 35% of salary or £75,000, if less, each year.

If contribution rates vary, we will base the level of **pension scheme contribution** on the contribution rate applicable at the beginning of the **deferred period** in the event of a claim, subject to a maximum of the rate shown in your **Policy Particulars**.

If contributions made to an appropriate pension scheme reduce or cease, cover for the contributions will also reduce or cease.

If a **member** chooses to make a **pension scheme contribution** through a salary sacrifice arrangement, and the **insured benefit** is based on their **scheme salary** before the sacrifice took place, the **member's pension scheme contribution** cannot be insured as an optional additional cover.

3.2 Employer's National Insurance contributions

This provides cover for you to pay your liabilities on a **member's basic benefit**, In the event of a claim, contribution rates will be fixed at the date the **deferred period** ends, even if they subsequently change.

If your liability for these contributions ceases, then this **supplementary benefit** will not be payable or will cease if a **claim benefit** is in payment, even if your **Policy Particulars** state that this **supplementary benefit** was included on the date the **member** was first absent from work.

3.3 Increases to the claim benefit during payment

If you have chosen to insure this the agreed rate of increase will occur annually on the anniversary of when the first **claim benefit** payment is due.

Section 4
What is not covered

We will not cover any **incapacity** that is directly or indirectly due to a **member** engaging in terrorist activities or the activities of any organisation formed for military purposes (but not including the Armed Forces of the Crown or any organisation associated with National Service).

Section 5
When cover ceases

5.1 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, even where this takes place during the **deferred period**, or
- for a **member** who is a **partnership partner**, on ceasing to be a **partnership partner**, or
- on reaching the end of the **limited period**, if the **member** has been incapacitated throughout the whole of the **limited period** chosen.

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**.

However, in the event of a claim, the **member's State Pension age** will be based on their **State Pension age** which applies at the beginning of the **deferred period** and will not change, even if the **State Pension age** does at a later date.

5.2 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 7.4.3**, or
- new legislation or regulations are introduced, or changes are made to existing legislation which affect group income protection policies or this **Policy**, or
- you or any **employer** becomes a **restricted person**.

Section 6
Policy limits or restrictions

Please also refer to **Section 9 - Making a claim**, regarding additional restrictions that are imposed.

The maximum **basic benefit** for a **member** will be £350,000 each year.

We will limit the **basic benefit** payable for a **member** where necessary, so that the aggregate total of that **basic benefit** together with any **other income** and **other benefits** will not exceed the **maximum aggregate benefit**.

We will check whether this limit has been exceeded when the first **claim benefit** payment is due and when **other income** starts or stops.

We will ignore **other benefits** (but not salary or other payments from an employer) if the payment period under the policy, arrangement or waiver agreement that the **other benefit** arises from is less than 2 years.

But these **other benefits** will not be ignored if:

- the period is limited only because the **member** is less than 2 years from the end date of their policy, arrangement or waiver agreement, or
- the total of **other income**, **other benefits** and the **basic benefit** would exceed the **member's earnings** applicable to the **member** immediately before their **incapacity** starts.

We will offset **other income** and **other benefits** against the **member's basic benefit**.

If a **member** continues to receive their full salary during a period of **incapacity** we will not pay any **claim benefit**, during that period.

If the amount of **basic benefit** is reduced because the **member** is in receipt of **other income** or **other benefits**, premiums already charged will not be recalculated.

Section 7
Premiums

7.1 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**.

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**.

7.1.1 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**.

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**.

We will calculate a premium adjustment at the next **annual revision** date if:

- we stop or start paying a **claim benefit**, or
- a **member's insured benefit** ceases, or
- a **member's insured benefit** decreases, or
- a **member's insured benefit** is reinstated

at any other date than the **commencement date** or an **annual revision date**.

For a new claim any adjustment will be calculated from the end of the **deferred period**, if this is not an **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.

7.1.2 Unit rate basis

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

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.

We will waive the premiums for a **member's insured benefits** for any period during which we are making **claim benefit** payments for that **member**.

7.2 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**.

7.3 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 benefit (if the **member's** benefit is a fixed benefit), reflecting the definition agreed with us and taking into account any limitations which may apply,
- **total 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 should not include any employees for whom the maximum number of **claim benefit** payments appropriate to the **limited period** chosen have already been made.

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** 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.

7.4 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%.

7.4.1 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**.

7.4.2 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%).

7.4.3 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 8
Alterations to the Policy cover

8.1 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.

8.2 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.

8.3 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, claims arising as a result of a more hazardous occupation or location 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.

8.4 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 the basis of calculation, payment or taxation of the State benefits changes, and
- if the basis of calculation of the **employer's** rate of National Insurance contributions changes or that rate increases by more than £3 per £100 of earnings, if covered as a **supplementary benefit**, 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.

8.5 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 9
Making a Claim

9.1 When you should tell us about a claim

A completed claim form must be submitted when a **member** has been suffering **incapacity** for:

- 4 weeks, if the **deferred period** is 13 weeks, or
- 10 weeks, for any longer **deferred period**.

If a **member** is absent from work for short periods of time with the same **incapacity**, these may be added together to determine whether the **deferred period** has been completed. These absences must occur within a period that is no more than twice the length of the **deferred period**.

In order for us to pay any **insured benefit**, or any additional amounts of **insured benefit**, we must be provided with a completed claim form not later than 6 months after the end of the **deferred period**.

You should send completed forms and documentation to:

Claims Management Services
Canada Life Limited - Workplace Protection
PO Box 358
Potters Bar
Hertfordshire EN6 5XN

E-mail: ipclaims@canadalife.co.uk

Current claim forms are available from our website https://www.canadalife.co.uk/workplace-protection/group-income-protection/claims/

or by contacting us at the above address.

9.2 What we need to assess a claim

We must be provided with a current claim form. The employer section should be fully completed by an official of the **policyholder** and the member section should be fully completed by the **member**.

If the **member** is not physically or mentally able to complete the **member** section, it can be completed by any person who has been granted a Lasting Power of Attorney for health and care decisions. If an appropriate Lasting Power of Attorney is not in place then we should be contacted immediately.

Telephone: 0345 223 8000

E-mail: ipclaims@canadalife.co.uk

9.3 Claims assessment outcomes

We request the information detailed in **Section 9.2** above so that we can ensure that it matches the agreed basis of cover provided under the **Policy**.

If the information provided matches the agreed basis of cover we will proceed with the assessment of your claim.

If your claim is not eligible to be assessed we will tell you why not.

The member section of the claim form includes a consent that provides us with the authority to obtain further information from any relevant medical professional that has attended the **member**, as required under the Access to Medical Reports Act.

If your claim is eligible to be assessed, we will ask the relevant medical professional for the **member's** medical history and the treatment being given for the **incapacity**. If this is not provided we may not pay your claim.

When assessing your claim we will apply the terms of the **Policy**, and may consider factors including:

- if the **member** has suffered an **illness** or **injury** which meets the relevant definition of **incapacity**, rather than the **member** experiencing generalised symptoms only, and/or
- if the **member** has had any treatments, diagnoses, symptoms or prescribed medication in connection with their **illness** or **injury**, and/or
- when **incapacity** started and if the **member** was incapacitated throughout and beyond the **deferred period**, and/or
- where a standard definition of **incapacity** applies:
  - if the member is capable of performing the material and substantial duties of their normal occupation and how much any environmental or relationship issues specific to the member's current employment contribute to the member's absence from work, and
- if you have made reasonable adjustments to a **member's** working conditions that might be required in order to meet your obligations under the Equality Act 2010, as described in **Section 9.11**, and
- any other relevant evidence.

We will arrange periodic medical reviews, the frequency of which will be dependent upon the **member's** medical condition, in order to confirm that the **member's illness** or **injury** continues to meet the definition of **incapacity** applicable to the **member** at the date of **incapacity**.

In order to complete assessment or medical review one or more of the following may occur. We may:

- contact you or the **member** by telephone to obtain a fuller picture of their circumstances, and/or
- ask a specialist to conduct an independent medical examination, and/or
- ask one of our rehabilitation consultants to contact you and/or the **member** to discuss the claim by telephone or via a claims visit, and/or
- arrange for other investigations to be done, and/or
- ask for any employment records necessary, including recruitment records, job description and/or evidence of earnings relating to the **member**, and/or
- ask for information about any **other income** and/or any **other benefits**.

Canada Life will pay for any medical evidence obtained in the UK that we ask for. However, if the **member** does not attend a medical examination at an agreed date and time, you may incur a cancellation fee.

You and the **member** will provide to us all information that is reasonably required by us and carry out all actions that are reasonably required by us in order to assess a claim. If this is not provided we may not pay your claim.

However, 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**, and/or
- the medical evidence does not support your claim

we may not pay the claim.

9.4 What we need if a member's incapacity occurs outside the UK, Channel Islands or the Isle of Man

Where medical evidence in support of a claim is obtained outside the UK, Channel Islands or the Isle of Man any medical evidence must be provided in English.

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

We only pay **claim benefit** for **members** who are suffering **incapacity** and who stay outside the **scheduled territories** for a maximum of 6 months, unless we agree that it is not medically advisable for them to return to a **scheduled territory**. We will only make further payments once a **member** has returned to a **scheduled territory** and provides fresh medical evidence. If a member who has returned to a **scheduled territory** subsequently leaves the **scheduled territories** during a period of **incapacity**, **claim benefit** payments will stop immediately.

9.5 Claim benefit payment

9.5.1 How your claim benefit will be paid

The **claim benefit** payable will be paid by us to you in UK currency (other than claims paid under **Section 9.13** and **Section 9.14**).

Any **claim benefit** will normally be paid by monthly instalments in arrears.

If a claim has been accepted after the end of the **deferred period** the amount will include any payments due from the end of the **deferred period** to that date.

Claim benefits will not be payable for the period from the date of **incapacity** to the end of the **deferred period**.

9.5.2 How long the claim benefit will be paid

Claim benefit payments under the **Policy** will continue until whichever of the following events is first to occur:

- the **member** stops suffering **incapacity**, or
- the **member** no longer suffers loss of earnings, or
- the **member** leaves the service of an **employer** other than as described in **Section 9.13**, or
- the **member** dies, or
- the **member** reaches the end of their contract of employment, or
- the **member** reaches their **cease age**, or
- the **member** reaches the end of the **limited period** chosen, or
- the **member** remains outside the UK or any other **scheduled territory** for more than six months, or
- the **member** ceases to satisfy the eligibility conditions shown in your **Policy Particulars**.

We will also stop making **claim benefit** payments if:

- the **member** is dismissed from the service of their **employer**, or
- the **member** does not follow medical advice, or
- you do not facilitate, or the **member** does not agree to participate in, a reasonable and medically endorsed **return to work plan**, or
- the **member** does not co-operate fully during a reasonable and medically endorsed **return to work plan**, or
- we do not get the evidence of the **member's** continuing **incapacity** or reduced earnings that we have asked for.

If a **member** takes up any **gainful occupation** we reserve the right to adjust the amount of, or stop, **claim benefit** payments.

You and the **member** will provide to us all information that is reasonably required by
us and carry out all actions that are reasonably required by us in connection with the payment of **claim benefits** or we may not pay your claim.

9.5.3 Increases to claim benefits during payment

We will increase the **member's claim benefit** annually by the escalation rate, if any, that you have agreed with us.

Any increases will take place on the anniversary of the date on which the first monthly instalment of **claim benefit** was due, for as long as the **claim benefit** remains payable.

The escalation rate which will apply to any **claim benefit** will be determined according to the agreed basis of cover under your **Policy** at the date of **incapacity** of the **member** concerned. Any changes made to the escalation rate which applies to the **Policy** will not affect any claim already in payment or any claim where the **deferred period** has already commenced.

However, if the basis on which an escalation rate has been agreed between you and us is subject to an overall limitation, such as **RPI**, fluctuations in the escalation rate applied to claims in payment may vary accordingly where necessary.

9.6 Restarting claim benefits if a member's incapacity recurs

9.6.1 Linked claims

Where **incapacity** is due to the same cause and lasts for 30 consecutive days or more, and if that **incapacity** recurs less than 1 year after the **member's claim benefit** payments stopped, we will not apply a further **deferred period** and we will treat your claim as a linked claim.

We will pay you the **claim benefit** at the level that we would have paid if the **member** had not returned to work.

Where a **limited period** has been chosen, we will aggregate that period so that the length of the limited period will not exceed the total length of the **limited period** applied to the original claim. The end date of the **limited period** will be adjusted to take into account any period during which the **member** was not incapacitated.

9.6.2 Making another claim for a member for a further incapacity due to the same cause

Where **incapacity** is due to the same cause but recurs more than 1 year after the **member's claim benefit** payments stopped the **member** must complete a new **deferred period** before any **claim benefit** can be paid under the **Policy**. This will not be treated as a linked claim.

Any **claim benefit** payable for a claim for a further **incapacity** due to the same cause which is not being treated as a linked claim can be paid for the whole of the chosen **limited period**, but not where the **member** has previously been incapacitated throughout the whole of the **limited period** chosen.

Where the **member** has been incapacitated for the whole of the chosen **limited period**, no further **claim benefit** will become payable should that **member** return to work and again suffer a period of **incapacity**.

9.7 Making another claim for a member for a different cause of incapacity

You can make a claim for a **member** who suffers a different cause of **incapacity** after the **claim benefit** payments for a previous **incapacity** suffered by that **member** have stopped, providing that:

- the **member** has been **actively at work** in the intervening period, and
- the further **incapacity** is not being treated as a linked claim as described in **Section 9.6.1**, and
- the **member** has not already been incapacitated throughout the whole of any **limited period**.

The **member** must complete a new **deferred period** before any **claim benefit** can be paid under the **Policy.**

Any **claim benefits** payable for a claim for a different **incapacity** can be paid for the whole of the chosen **limited period**.

You cannot make simultaneous claims for different **incapacities** suffered by the same **member**.

9.8 The effect of other income on the member's claim benefit from this insurance

Any **other income** and **other benefits** that the **member** receives may affect the amount of **claim benefit** we will pay. If a **member** continues to receive full salary during a period of **incapacity** we will not pay any **claim benefit**. See **Section 6 - Policy limits or restrictions**.

9.9 Proportionate claim benefits

Where the **standard** occupation definition of **incapacity** applies, and if a **member's illness** or **injury** means that they can work on a part time basis or in a **reduced capacity**, we will pay a **claim benefit** that is in proportion to the reduction to the **member's earnings** that occurs as a result of the **reduced capacity**, with an allowance for inflation. The reduction in the **member's earnings** must result solely from **illness** or **injury**.

This will not apply for any period where a **suited occupation** definition of **incapacity** is applicable.

9.10 Payment of claim benefit during a return to work plan

If a **member** participates in a **return to work plan** we will maintain that **member's claim benefit** under the **Policy** unless they are also receiving:

- benefits from any other schemes or policies, and/or
- payments from an employer,

which, together with the **basic benefit** we provide, exceeds the **member's earnings** immediately before the start of their **incapacity**.

We will limit the **member's basic benefit** so that the aggregate total of that **basic benefit** together with any **other income** and **other benefits** will not exceed the **member's earnings** applicable to the **member** before their **incapacity** started.

Return to work plans are for a maximum of 12 months and are reviewed regularly. **Members** must participate and cooperate with them, to the best of their ability. Similarly, **employers** must facilitate and support a plan that is agreed for an incapacitated **member**.

You and the **member** will provide to us all information that is reasonably required by us and carry out all actions that are reasonably required by us in connection with **return to work plans** or we may not pay your claim.

9.11 Compliance with the Equality Act 2010

In order for us to pay any **insured benefit** under the **Policy** you must comply with the Equality Act 2010 which requires employers to make adjustments to an employee's working conditions where it is reasonable to do so.

Working conditions, physical features and other arrangements can often be adjusted so that an incapacitated person can continue to work.

If you, or any other **employer** fails to comply with that Act without being able to say that the failure is justified, and/or the **member** unreasonably fails to co-operate with those adjustments, we will:

- reserve the right to refuse to pay part or all of the **claim benefit**, or
- refuse to continue to pay part or all of the **claim benefit**

when such unjustified failure or lack of cooperation prevents that **member** from working.

9.12 How we treat claims if the Policy is discontinued

If the **Policy** is discontinued, provided you have paid all of the premiums we have asked for we will:

- pay the claims that we accepted before the date cover ended, while the claim remains valid, and
- consider claims where **incapacity** started before the date cover ended, but that we had not accepted before that date.

If you arrange cover without any break with another insurer and for the same benefit and eligibility structure that was insured by us immediately before the date cover under the **Policy** ended, we will apply the following to linked claims as detailed in **Section 9.6.1**:

- if the **member** satisfies the new insurer's actively at work requirements, we will pay the **claim benefit** for a linked claim (as described in **Section 9.6.1**) during a period of **incapacity**, but payments will stop no later than the end of the deferred period under the new insurer's policy. The new insurer will be responsible for the claim and any payment of benefit from the end of the deferred period, or
- if the **member** does not satisfy the new insurer's actively at work requirements, we will pay the **claim benefit** and continue to be responsible for the claim until such time as the claim ceases under the terms of this **Policy** or the **member** is included in the new insurer's policy, if earlier.

9.13 How we treat claims if a member leaves the employer's service during a claim period

We have no further liability to pay the **claim benefits** when:

- a **member** leaves an **employer's** service, or
- your business stops trading, is liquidated or sold.

If we are asked in advance of the **member** leaving the **employer's** service we may, at our discretion, agree to continue the claim and pay **claim benefits** (other than **supplementary benefits**) directly to the **member** while they are still suffering **incapacity**, but not where the **member** leaves service at the end of a fixed term contract of employment.

If we agree to continue the **claim benefit**:

- any **supplementary benefits**, even if insured, will stop being paid, and
- we will change the definition of **incapacity** to the **suited occupation** definition (if this is not already the definition that applies to the **member**), and
- we will not agree to continue payments to **members** who are not resident in or take up residence outside the United Kingdom, Channel Islands or the Isle of Man.

Subject to formal agreement between us and the **member** to a continuation of benefit arrangement, all **claim benefit** payments in respect of that **member** under this **Policy** to the **employer** will stop and **claim benefit** payments will be paid directly to the incapacitated former member under the continuation of benefit arrangement. We will tell you when these direct payments will start.

Payment of **claim benefits** to the former member under the continuation of benefit arrangement will stop when **claim benefit** payments in respect of the former member's **incapacity** would have stopped under this **Policy** had the former member continued in the **employer's** service.

9.14 How we treat a claim if an incapacitated member's contract of employment is transferred to a different employer under TUPE

If a **member** who is suffering an **incapacity** (including an incapacitated **member** within a **deferred period**) transfers to a different employer under **TUPE**, we will continue to pay any **claim benefit** to the new employer, treating the claim as if there had been no break in employment, provided that:

- the new employer takes responsibility for any potential **return to work plan** for the **member** as if it were the **policyholder**, and
- the new employer complies with the Equality Act 2010, and
- a transfer deed is completed by you, us and the new employer.

Section 10
Further information

10.1 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
PO Box 358
Potters Bar
Hertfordshire EN6 5XN

10.2 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 – Workplace Protection
Canada Life Limited Group Insurance
PO Box 358
Potters Bar
Hertfordshire EN6 5XN

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

Lines are open Monday to Friday, 9am 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.

10.3 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 11
General Information

11.1 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 anyone other than:

- our service providers (including reinsurers, solicitors, auditors and/or regulators);
- our employees and employees of other companies in our group;
- selected third-party suppliers for the purposes of statistical analysis to help us improve our products, services and processes;
- selected third-party research agencies and providers of market research services, including customer feedback surveys; and
- selected third-party agents, suppliers, operators, managers, sub-contractors, service providers and advisers who act on our behalf to help us administer our products and services.

11.2 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.

11.3 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/

11.4 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.

11.5 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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