

# Technical Guide

This technical guide is effective from 20 December 2023.



# MetLife Group Life Policies

MetLife has a range of policies aimed to meet your life cover needs in respect of your employees and partners (equity or employed). These are:

- MetLife Registered Group Life
  - MetLife Excepted Group Life
  - MetLife Single Life Relevant Life
- 

## Technical Guide

### What is the technical guide?

The technical guide is aimed at employers and is a guide to the features, benefits (including Flexible Benefits), risks and limitations of the range of MetLife Group Life policies, including how the policies work and how you can claim. It is an important document that relates to the quotation that has been issued with it. If there is anything you are not sure about, you can ask your financial intermediary or MetLife (as appropriate). We recommend you keep this document in a safe place in case you need to refer to it in the future.

The technical guide does not specify the standard contractual terms, which can be found in the MetLife Group Life policy terms and conditions specific to the policy(ies) you have with MetLife.

This technical guide has been produced based on the best practice standard format recommended by the Group Risk Development Group ('GRiD') and the Association of British Insurers ('ABI').

### About MetLife

MetLife Group Life policies are provided and underwritten by MetLife Europe d.a.c., UK branch, which trades as MetLife. Further information about MetLife can be found on the website [www.metlife.co.uk](http://www.metlife.co.uk).

MetLife do not offer advice in respect of these policies. Please contact your financial intermediary should you have any questions in relation to the level and type of cover you should choose.

# Contents

---

|   |  |    |
|---|--|----|
|   | Aims, Commitments and Risks  | 3  |
|   | How does a MetLife Group Life policy work?   | 9  |
|   | Your questions answered about the MetLife Group Life policy  | 10 |
| 1 | <b>How do you determine what segment size applies to a policy?</b>                                 | 10 |
| 2 | <b>What factors should be considered in deciding what benefits to provide?</b>                     | 10 |
|   | 2.1 Who can be covered?  | 10 |
|   | 2.2 What are your actively at work requirements?   | 11 |
|   | 2.3 What types of cover are available?   | 16 |
|   | 2.4 Are there any extensions of cover under the policy?  | 16 |
| 3 | <b>Setting up the policy</b>   | 17 |
|   | 3.1 Quotation process for MetLife Group Life cover without Flexible Benefits                       | 17 |
|   | 3.2 Quotation process for MetLife Group Life cover with Flexible Benefits                          | 18 |
|   | 3.3 Requirements to set up the policy  | 19 |
|   | 3.4 How cover is granted under the policy  | 19 |
|   | 3.5 Temporary cover  | 20 |
|   | 3.6 Benefit increases  | 21 |
| 4 | <b>What premiums are charged for the cover?</b>  | 22 |
|   | 4.1 How will premiums be calculated?   | 22 |
|   | 4.2 Will there be any extra premiums payable?  | 23 |
|   | 4.3 What commission is included within the premium?  | 23 |
|   | 4.4 Is there a discount for good claims experience?  | 23 |
| 5 | <b>How does the policy accounting work?</b>  | 24 |
|   | 5.1 What information is required for accounting purposes?  | 24 |
|   | 5.2 How are accounts adjusted for members who join, leave or have benefit changes during the year? | 24 |
|   | 5.3 If the policy is discontinued will mid-year premiums paid in advance be lost?                  | 25 |
|   | 5.4 What happens at the end of the rate guarantee period?  | 25 |

# Contents

---

|    |   |    |
|----|---|----|
| 6  | <b>What is covered?</b>   | 26 |
| 7  | <b>What is not covered (exclusions)?</b>                                      | 26 |
| 8  | <b>How can a claim be made?</b>   | 27 |
|    | 8.1 Notification  | 27 |
|    | 8.2 Claim payment   | 28 |
| 9  | <b>When will cover stop?</b>  | 28 |
|    | 9.1 When will cover stop for a member?  | 28 |
|    | 9.2 Terminating the policy  | 29 |
| 10 | <b>Can cover be provided for an employee or partner who is not in the UK?</b> | 29 |
| 11 | <b>How are schemes taxed?</b>   | 29 |
| 12 | <b>Continuation option</b>  | 30 |
| 13 | <b>Law</b>  | 30 |
| 14 | <b>Further information</b>  | 31 |

# Aims

MetLife's Group Life policies aim to provide a lump sum when an insured member dies.

Separate policies are issued when the employer takes out cover for a registered pension scheme and / or an excepted group life scheme, and / or takes out a single life relevant life policy.

**Flexible Benefits** - MetLife Group Life policies can insure life cover provided by an employer's 'Flexible Benefits Scheme', whereby employees can increase or reduce their life cover during benefit selection periods and following specified lifestyle events. How MetLife Group Life Flexible Benefits operate is covered within this technical guide. In order for Group Life Flexible Benefits to be provided, there must be a minimum of 250 members to be covered under the MetLife Group Life policy(ies). Where Flexible Benefits are required, an Implementation Manager will be appointed by MetLife to ensure operational and administrative functionality is in place between MetLife and the employer's 'Flexible Benefits Scheme' platform ready for implementation.

We will issue a quotation, and it will include the basis of the MetLife Group Life Flexible Benefits cover. Once cover is confirmed and the policy benefit from the policy commencement date is known, MetLife will issue policies to match the life cover needs of the employer's Flexible Benefits Scheme. The number (i.e. 1 or more) and type (i.e. MetLife Registered Group Life, MetLife Excepted Group Life and / or MetLife Single Life Relevant Life policies) will depend on these needs.

**Linked policies** – where separate policies are issued, it can be possible to link policies for the purpose of the unit rate of premium, free cover limit and / or catastrophic event limit. There are underwriting requirements that must be met for this to be agreed by MetLife. In the event this is required for your MetLife Group Life policies, please let us know when you request a quotation from us. We will initially issue 1 quotation, and it will include a statement setting out the basis of the linking of the policies. In the event one of the linked policies is terminated, this may result in a re-rate and / or re-underwrite of the remaining policy or policies.

In respect of a MetLife Single Life Relevant Life policy, this must be linked to a MetLife Registered Group Life policy and / or a MetLife Excepted Group Life policy in order that MetLife can issue a quotation and go on-risk. In these circumstances, the cost of the MetLife Single Life Relevant Life policy will be based on the unit rate of the linked policy. In the event the linked policy is terminated, the MetLife Single Life Relevant Life policy will automatically terminate.

---

## Policyholder's and / or Trustee's Commitments

- To comply with the duty to make a fair presentation of the risk to be insured by MetLife and disclose every material circumstance relating to the risk, which the organisation knows and has conducted a reasonable search of the information available to them. The duty must be complied with when applying for the policy, at policy review dates and guarantee expiry dates. The answers to MetLife's underwriting questions provided in the proposal form, or otherwise, must be substantially true, accurate and complete. A representation made to MetLife may be corrected or withdrawn before the insurance cover commences. The duty is important. If it is not complied with, cover may be void from the start, premium may be retained and the payment of claims may be affected (i.e. claims may be declined or the benefit payable may be reduced).
- To provide accurate membership data when applying for the policy, at review dates and at guarantee expiry dates. Membership data is required at least once in every 12 month period of cover. Where Flexible Benefits are provided, changes to membership data may be required more frequently.
- To pay regular premiums fully, as and when they are due.
- To abide by the policy terms and conditions.

- As soon as you are aware and as soon as is reasonably practicable, to notify MetLife:
  - a. of any members whose benefit is above the free cover limit;
  - b. of any potential claims;
  - c. of any discretionary entrants;
  - d. of any change in business location or business nature of the employer or group of members covered under the policy;
  - e. of any change in the employment status or partnership status of any members;
  - f. if the policyholder intends to amend the eligibility criteria of the policy;
  - g. if there is a 30% or more change in the total number of members covered and / or the total cover since the later of the policy commencement date and the last review date;
  - h. where Flexible Benefits are not provided, if the total number of members falls below 3 or increases to 3 or more; and if Flexible Benefits are provided, if the total number of members falls below 250;
  - i. of any change in the nature of the employer's business that exposes members to any change in accident risk or exposure to hazardous substances;
  - j. if the employer acquires another company or business and wishes to cover the employees and / or partners of the new company or business in the existing scheme;
  - k. if the employer disposes of a company or business and wishes to remove cover for the employees and / or partners of that company or business; and
  - l. if the policyholder wishes to terminate the policy.
- To pass on the appropriate benefits paid under the policy to the member's appropriate beneficiaries.
- In respect of a MetLife Registered Group Life policy, to maintain a scheme registered with Her Majesty's Revenue and Customs ('HMRC') and to set up a trustee bank account in order to receive claim payments.

---

## Risks

- There are a number of reasons for which MetLife may terminate a policy, at which point cover will cease. These are detailed in the relevant policy terms and conditions. Valid claims that accrued when cover existed will be paid even if the policy has been terminated, provided premiums have been paid for that period of cover.
- The rate used to calculate premiums is guaranteed for a period agreed in writing by MetLife, and is then reviewed at the guarantee expiry date.
- The rate may change at any time if:
  - a. there is a 30% or more change in the total number of members covered and / or the total cover since the policy commencement date or the last review date, whichever is later;
  - b. there is a change to the eligibility conditions or benefit basis;
  - c. if any new regulation (or change in legislation or HMRC practice) comes into force which affects the way that premiums and / or policy benefits are treated;
  - d. there is a change in the business location or business nature of the employer or group of members covered under the policy;
  - e. there is the inclusion of new members to be covered under the policy following the purchase of a new company, the inclusion of a new subsidiary / business division, or a new category of employees and / or partners; or
  - f. there is the removal of members to no longer be covered under the policy as a result of the disposal of a company, the removal of a subsidiary / business division, or removal of a category of employees and / or partners.

- MetLife reserves the right to change the unit rate of premium and / or age rate of premium, or single premium, and / or the policy terms and conditions of each policy at each guarantee expiry date or at any time for particular events as detailed in the policy terms and conditions.
- MetLife reserves the right to change the premiums if there is a change in the law or regulations affecting the premiums.
- Any delays in providing the information MetLife requests, or if the information is incomplete or inaccurate, may result in declined claims or delays in claim payments. In addition, the claim amount may be reduced, premiums may be increased, and employees or partners may not be covered. MetLife also reserves the right to terminate the policy and if due, refund any premiums already paid.
- Any policy specific exclusions in respect of a policy will be shown on the quotation and / or the policy schedule. Special terms may also apply to individual members and these will be confirmed in writing.
- The policyholder needs to ensure they understand any areas where the benefits provided by the insurance policy do not meet the requirements of relevant employment legislation and / or regulation and seek legal advice where appropriate.
- Unless otherwise specified, quotations are guaranteed for 90 calendar days.
- MetLife can terminate the policy, amend the terms or issue a new policy in the event of any war or act of war which MetLife believes could adversely affect the policy or its operation.
- MetLife will only pay the policy benefit if a claim has been made within a period of 24 months commencing on the date the policyholder / trustee could reasonably have known of the member's death.
- The policyholder and / or trustee should be aware of any members whose registered benefits may have lifetime allowance protection. Employers need to take legal advice to understand any possible impact on a member's protected benefits before taking out cover with MetLife.
- The policyholder and / or trustee should be aware of any members who are in receipt of a pension and wish to be eligible for lump sum death benefits. Employers may need to take legal advice to understand any possible impact on a member's benefits before taking out cover with MetLife.
- If a catastrophic event, as defined by the policy, occurs, an overall limit may apply on the total claim amount paid. If MetLife has already paid benefits to the catastrophic event limit which is set out in the policy schedule for one catastrophic event, then no further benefits will be paid out for that event.

---

## Auto-enrolment

### What is auto-enrolment?

The Pensions Act 2008 requires all employers to automatically enrol their workers into a qualifying pension scheme (if they're not already in one), and then contribute to that scheme. Each employer is given a specific 'staging date' on which to do this. Workers can opt out of auto-enrolment if they wish (within the opt-out period to receive a refund of pension payments already made), but they will be automatically enrolled back into the scheme every 3 years.

If a worker has enhanced or fixed protection, this is lost if they join a pension scheme and accrue additional pension benefits. They will be automatically enrolled into an employer's pension scheme, and so will need to opt-out within the one month opt-out period to avoid losing this protection.

### **Why can auto-enrolment affect group life cover?**

Auto-enrolment can affect group life cover if eligibility for the group life cover is linked to pension scheme membership. For example, workers could all be on a base level of group life cover of 2 x salary, but if they join the pension scheme, this increases to 4 x salary. Alternatively, workers may not be entitled to any group life cover unless they join the pension scheme.

If eligibility for group life cover is not linked to pension scheme membership, then the MetLife Group Life policy is not affected by auto-enrolment and this section is not relevant.

### **New business and review quotations not so far affected by auto-enrolment**

When issuing a quotation, unless MetLife have already been notified that the policy will be affected by auto-enrolment in the coming policy year and cover is required for auto-enrolled employees, MetLife assumes no cover or increase in benefits will be provided under the policy as a result of auto-enrolling eligible employees and / or eligible partners into the pension scheme. This assumption is specified on the quotation. If this assumption is incorrect, MetLife must be notified, and MetLife reserve the right to change their rate and / or acceptance terms.

### **Main auto-enrolment principle for MetLife Group Life policies**

As long as the auto-enrolled worker is actively at work the day before their auto-enrolment date, and they do not opt out of the pension scheme, then they are automatically covered under the MetLife Group Life policy. If they are not actively at work, cover as a result of auto-enrolment is subject to satisfactory evidence of health.

In the event of a new employee being automatically enrolled into the pension scheme on their joining date, they would be joining the pension scheme within 12 months of their first opportunity of doing so, and so would be classed as a standard new entrant for the purpose of a MetLife Group Life policy linked to pension scheme membership. Unlike existing employees who were auto-enrolled, any actively at work requirements for new entrants apply as at the date of their joining, not the day before their joining date.

If a worker opts out of the pension scheme on first auto-enrolment, but then chooses not to opt out on a subsequent re-auto-enrolment, they are treated as a discretionary entrant and cover is subject to satisfactory evidence of health.

The actively at work requirement can be waived on a case by case basis at the absolute discretion of MetLife.

## **Registered Group Life policies**

Registered group life policies insure registered group life schemes. A registered group life scheme is a scheme that is registered with HMRC as a registered occupational pension scheme under section 153 of chapter 2 of the Finance Act 2004 (as amended, superseded or replaced) and which provides benefits on the death of insured members of the scheme.

- In respect of policies that have not been included in the MetLife Registered Master Trust, employers or trustees must set up a trust by executing a trust deed before registering the scheme with HMRC. MetLife can provide specimen trust deed and scheme rules to assist with this.
- If HMRC regards the scheme as no longer being registered, then MetLife will automatically terminate the policy at that date.

### **MetLife Registered Master Trust**

MetLife offer employers access to the MetLife Registered Master Trust, a registered pension scheme (PSTR 00797470RC). In the event of a claim, MetLife pays the policy benefit to the trustee, Irwin Mitchell Trustees Limited. As trustee they have discretionary powers to pay the benefit to the appropriate beneficiaries.

Irwin Mitchell also act as scheme administrator and are responsible for HMRC reporting in respect of the scheme.



Important points to note:

- In the event of the MetLife policy being terminated, this automatically removes the policy from the MetLife Registered Master Trust.
- Only policy benefits payable from a MetLife policy can be included in the MetLife Registered Master Trust.
- The MetLife Registered Master Trust only provides for lump sum death benefits. It does not provide for dependant's pension benefits or retirement benefits.

### **MetLife Bereavement and Probate Service**

MetLife offer employers access to the MetLife Bereavement and Probate Service for their insured members and their household families. The service offers telephone and face to face bereavement counselling, and telephone legal advice in respect of probate issues.

This emotional and practical support is provided at no extra charge to the insured members, their families or the policyholder.

### **Lifetime allowance protection**

The lifetime allowance is the maximum amount of lump sum and / or pension that benefits from tax relief (a combination of exemptions and deductions on income and expenditure to recognise taxable income) for a member receiving benefit from their registered pension schemes. The current standard lifetime allowance for the tax year 2020 / 2021 is £1,073,100. This will change in future tax years. Benefit payable in excess of the lifetime allowance may be subject to a tax charge. More details can be found at:

[www.hmrc.gov.uk](http://www.hmrc.gov.uk).

Since the introduction of the lifetime allowance on 6th April 2006, HMRC have introduced various forms of protection as the lifetime allowance has changed: primary protection, enhanced protection, fixed protection, fixed protection 2014 and individual protection 2014.

The protection rules are complicated, and the ways in which protection can be lost differ depending on the type of registered pension scheme providing retirement income and lump sum benefits. An individual may wish to seek independent financial advice before making decisions in respect of their registered benefits.

## **Excepted Group Life policies**

Excepted Group Life policies are exempt from the chargeable event regime. An excepted group life policy is defined in section 480(3) of the Income Tax (Trading and Other Income) Act 2005, and it must meet certain conditions in order for it to be considered an excepted group life policy, and as such exempt from chargeable event rules.

## **What are the conditions an excepted group life policy must meet?**

### **1. Minimum of 2 members**

There must be a minimum of 2 members. MetLife require a minimum of 2 members in respect of policies with Flexible Benefits or a minimum of 3 members in respect of policies without Flexible Benefits in order to be able to

put a MetLife Excepted Group Life policy on risk. If MetLife have agreed to link the policy with another MetLife Registered Group Life policy, MetLife Excepted Group Life policy and / or MetLife Single Life Relevant Life policy, a higher minimum number of members may be required.

## **2. Age restriction of 75**

The maximum age at which death benefit is payable must be no more than 75.

## **3. Death exclusion clauses**

Whilst there is a general condition that a benefit must be payable on each death of a member insured under the policy, an exception is allowed where the policy contains exclusion for death in certain circumstances. This exclusion must apply to all members covered under the policy. Individual exclusions are not permitted.

## **4. Same benefit calculation method**

The same method must be used for calculating the benefits payable. For example, benefit calculation can be a multiple of salary, and this multiple must be the same for all members covered by the policy. Basing benefits on 2 x salary for one category of members, and 4 x salary for another category, is not permitted.

## **5. Lump sum death benefit only**

Benefit must be a capitalised lump sum only. Dependant's pension benefits are not permitted under an excepted group life scheme.

## **6. No surrender value**

There must be no surrender value available under the policy. Only a refund of unused premiums is permitted.

## **7. No other benefits payable**

Only death benefits are payable under the policy.

## **8. Benefits payable to entitled individual or trustee**

The benefits payable under the policy must either be paid to an individual entitled to the benefits, or a trustee for payment to individuals.

## **9. No receipt of each other's benefit**

Lump sum benefits are not payable to anyone insured in the scheme unless they could receive the benefit if they were not insured in the scheme as a financial dependant of the deceased.

## **10. Not for the avoidance of tax**

The policy must not be taken out for the main purpose of avoiding tax.

---

# **Single Life Relevant Life policies**

A single life relevant life policy is a policy which satisfies the criteria for a relevant life policy in respect of the death of a single individual as defined in subsection 393B(4) of the Income Tax (Earnings and Pensions) Act 2003 (as amended, superseded or replaced).

- A single life relevant life policy can only be taken out with MetLife when it is linked to a MetLife Registered Group Life policy and / or MetLife Excepted Group Life policy, satisfying the minimum number of members requirements MetLife has set. The cost of the MetLife Single Life Relevant Life policy will be based on the unit rate of premium and / or age rate of premium (as appropriate) applicable to the linked policy.
- In the event the linked policy is terminated by the employer or MetLife, the MetLife Single Life Relevant Life policy automatically terminates at the same time.

- In the event of a valid claim under the policy being paid, the policy automatically terminates on the death of the single insured member.

---

## How does a MetLife Group Life Policy work?

- Where Flexible Benefits are not provided, the policyholder chooses the benefit structure (a defined lump sum benefit payable in the event of the death of an insured member) and eligibility conditions for the MetLife Group Life policy which is subject to MetLife's acceptance.
- Where Flexible Benefits are provided, the policyholder chooses the default policy benefit (a defined lump sum benefit payable in the event of the death of an insured member) which can be changed by individual members during a benefit selection period and on specified lifestyle events, subject to the minimum and maximum policy benefit and permitted benefit steps, and eligibility conditions for the MetLife Group Life policy which is subject to MetLife's acceptance.
- MetLife provides cover whilst payment of premium continues no matter how many claims are made subject to the limits set out in the policy schedule including those at member level. MetLife will continue to admit and pay claims, subject to the policy terms and conditions, where the death of a member occurs whilst premiums are still being paid, assuming the policy has not been formally terminated.
- MetLife only provides cover from the policy commencement date onwards, i.e. from the date MetLife agrees to take on the risk going forward. MetLife does not provide cover before that date. Therefore, any death that occurred before the policy commencement date is not covered by a MetLife Group Life policy.
- The guarantee expiry date stated in the policy schedule applies to both the premium rate and the terms and conditions that apply to the policy. At each guarantee expiry date, the unit rate of premium and / or age rate of premium, or single premium, and the policy terms and conditions may be changed.
- For a MetLife Registered Group Life policy, different levels and / or types of benefits can be provided for different categories of employees and partners. Where different benefit bases are required for a MetLife Excepted Group Life policy, 1 policy will be issued for each benefit basis.
- The premiums payable in respect of group life policies are usually treated for tax purposes as a trading expense. Premiums are not normally treated as a benefit in kind for employees.
- MetLife will not accept premium payments from anyone other than the employer or employers listed in the policy schedule (as opposed to the employees or partners).
- The premium payment methods available remain unchanged for partners, even if each individual partner pays for their own cover. Where each pays for their own cover, partial premium payments from multiple partners covered under one policy are not accepted. Payment must be a single payment from the employer. A partner is an equity partner of a partnership or an individual (member) listed in the incorporation document of a Limited Liability Partnership.
- The policyholder must, as soon as reasonably practicable, provide MetLife with information required for assessing a claim.
- On request, a specimen trust deed and scheme rules can be provided by MetLife. This service is provided at no additional cost to the trustee. The employer should take legal advice to ensure that the trust is suitable for their needs. It is the employer's and / or trustees' responsibility to ensure that such documentation is fully and accurately completed and executed correctly.
- Where relevant, MetLife pays the benefit to the trustees, who, under discretionary powers, pay the benefit, usually, to the deceased's legal personal representatives. Claim payment will be made by direct credit where possible, otherwise payment will be by cheque made payable to the trustees or policyholder.

- Lump sum benefits paid by trustees do not normally form part of the deceased member's estate. Therefore, they are normally free of inheritance tax and can be paid immediately.

**In addition in respect of MetLife Registered Group Life policies:**

- A pension scheme (which may only provide death benefits) must be registered with HMRC and the trustee will be the scheme administrator unless they have appointed someone else who has agreed to carry out this role.
- The trustee must set up a trustees' bank account to receive any claim payment made by MetLife.

# Your questions answered about the MetLife Group Life policy

## 1. How do you determine what segment size applies to a policy?

There are a number of aspects of MetLife's Group Life policies where the number of eligible employees and / or eligible partners to be covered under the policy, or the number of insured members covered under the policy, determine what parts of the policy terms and conditions apply to the policy.

In respect of cover from the policy commencement date of the policy, MetLife use the number of eligible employees and / or eligible partners as at the policy commencement date. This means if the number of eligible employees and / or eligible partners increases or decreases between a quotation date and the policy commencement date, MetLife will take the number as of the policy commencement date, even if this results in a change in the actively at work requirements for cover under the policy.

In respect of the policy once it is on risk, MetLife uses the number of insured members as at the later of the last guarantee expiry date and the policy commencement date. This means if the number of insured members increases or decreases after the last guarantee expiry date or policy commencement date, but before the next guarantee expiry date, this does not result in a change of requirements under the policy.

## 2. What factors should be considered in deciding what benefits to provide?

You should consider:

- The contractual benefits you have offered your employees and partners (which may or may not include Flexible Benefits).
- How important group life benefits are to the benefit package you offer your employees and partners.
- Whether the benefit amount or the earnings used to calculate the benefit should be restricted to a maximum amount e.g. the benefit amount can be limited to the Lifetime Allowance or the earnings can be limited to a notional earnings cap.
- Whether you want to give the same benefits to all scheme members, or different levels of benefits to different categories of members.

### 2.1 Who can be covered?

An employee or partner will become a member when the eligibility and actively at work conditions set out in the policy terms and conditions and policy schedule are satisfied and the member is joining the scheme at their first opportunity (unless eligibility is linked to pension scheme membership – section 2.2.1).

These conditions also apply to increases in cover for existing members.

The eligibility conditions will need to be defined by the employer and will include for each category:

- a. Minimum and maximum entry ages;
- b. Minimum service qualification periods;
- c. Termination ages;
- d. The date that new entrants can join the policy;
- e. When existing members' benefit will increase; and
- f. Whether cover is dependent on membership of a pension scheme. If so, then it is the pension scheme's current eligibility terms, which must be specified and the take up rate should also be confirmed.

Membership must be open to all employees and partners within a defined category or categories.

The eligibility conditions must be the same for all members within a defined category.

The benefits provided by the policy should comply with all relevant laws on discrimination, including but not limited to the Equality Act 2010. An employer should consider employment law, and seek legal advice where appropriate, when setting the eligibility conditions so that they can understand any areas where the benefits provided by the employer scheme are not consistent with the benefits provided by the policy.

Members that satisfy the eligibility conditions can be permanent full-time and part-time employees, partners and temporary employees who are contracted to work for a period of one month or more for any employer covered under the policy.

#### 2.1.1 State Pension Age 'SPA'

Group risk insured benefits provided by employers and / or partners are exempt from the principle of equal treatment on the grounds of age. Employers can stop providing or offering insured benefits to their employees and / or partners at their SPA. A person's SPA is governed by their date of birth. The age at which group risk insured benefits can be withdrawn increases in line with SPA.

An employer must select SPA as a termination age if they intend to provide insured benefits to SPA. No cover will be granted beyond the age of 75.

#### 2.2 What are your actively at work requirements?

The relevant Actively at Work conditions set out below will need to be satisfied before a member is considered for cover.

##### **Definition of 'Actively at Work'**

Being actively at work means that an employee or partner has not received medical advice to refrain from work and is actively engaged in or is otherwise following their normal occupation i.e. the employee or partner is mentally and physically capable of working their normal contracted number of hours, either at their usual place of business or at the location to which business requires them to travel.

Absence from work does not include holidays, maternity, paternity and adoption leave, or any other authorised leave approved by MetLife.

##### **Definition of 'Strict Actively at Work'**

Applying a 'strict actively at work' definition means that an employee or partner is actively at work (as defined above) and has not failed to be actively at work for 5 or more working days in the last 12 calendar months. The 5 days do not need to be consecutive.

## Actively at work requirements for eligible employees, eligible partners and / or insured members who are below the termination age of the policy

| Scenario  | Fewer than 20 members   | Between 20 and 49 members  | 50 or more members without Flexible Benefits   | 250 or more members with Flexible Benefits  |
|---|---|--|--|---|
| <p>All eligible employees/partners at the policy commencement date.</p> | <p>In order to be covered under the policy from the policy commencement date, members must be actively at work on the day before the policy commencement date and a completed and signed actively at work declaration form must be provided within 30 days of the policy commencement date.</p> <p>Cover for any members who are not actively at work on the day before the policy commencement date is subject to satisfactory evidence of health.</p> <p>A completed and signed actively at work declaration form must be provided for those members that are eligible for the improved benefits.</p> | <p>In order to be covered under the policy from the policy commencement date, members must be actively at work on the day before the policy commencement date. For any members who are not actively at work on the day before the policy commencement date, they will be covered when they have returned to work and are actively at work for at least 5 consecutive working days.</p> <p>A completed and signed actively at work declaration form does not need to be provided.</p> <p>Where a scheme is switching from a previous insurer and the benefit basis is improving for:</p> <ul style="list-style-type: none"> <li>fewer than 20 members, then cover for those members is subject to the same actively at work criteria as that for policies with 'fewer than 20 members'.</li> </ul> <p>A completed and signed actively at work declaration form must be provided for those members that are eligible for the improved benefits; and / or;</p> <ul style="list-style-type: none"> <li>between 20 and 49 members, then cover for those members is subject to the same actively at work criteria as that for policies with 'fewer than 20 members'. A completed and signed actively at work declaration does not need to be provided.</li> </ul> <p><b>Policy benefit increased during a benefit selection period immediately prior to the policy commencement date</b></p> <p>In order to be covered under the policy from the policy commencement date in respect of the increased policy benefit, members must be actively at work on the day they choose to increase their policy benefit.</p> <p>For any members who are not actively at work on the day they choose to increase their policy benefit, they will be covered in respect of the increased policy benefit when they have returned to work and are actively at work for at least 1 working day. The increased policy benefit will not be provided any earlier than the policy commencement date.</p> <p>Where a scheme is switching from a previous insurer and the benefit basis is improving for:</p> <ul style="list-style-type: none"> <li>fewer than 20 members, then cover for those members is subject to the same actively at work criteria as that for policies with 'fewer than 20 members'. A completed and signed actively at work declaration does not need to be provided.</li> <li>between 20 and 49 members, then cover for those members is subject to the same actively at work criteria as that for policies with 'between 20 and 49 members'. A completed and signed actively at work declaration does not need to be provided.</li> </ul> | <p>All members are covered under the policy from the policy commencement date regardless of whether they are actively at work or not. Actively at work requirements are 'waived'.</p> <p>A completed and signed actively at work declaration form does not need to be provided.</p> <p>Where a scheme is switching from a previous insurer and the benefit basis is improving for:</p> <ul style="list-style-type: none"> <li>fewer than 20 members, then cover for those members is subject to the same actively at work criteria as that for policies with 'fewer than 20 members'. A completed and signed actively at work declaration must be provided for those members that are eligible for the improved benefits; and / or</li> <li>between 20 and 49 members, then cover for those members is subject to the same actively at work criteria as that for policies with 'between 20 and 49 members'. A completed and signed actively at work declaration does not need to be provided.</li> </ul> <p><b>Policy benefit reduced or not increased during a benefit selection period immediately prior to the policy commencement date.</b></p> <p>All members are covered under the policy from the policy commencement date regardless of whether they are actively at work or not. Actively at work requirements are 'waived'.</p> <p>A completed and signed actively at work declaration form does not need to be provided.</p> <p>Where a scheme is switching from a previous insurer and the benefit basis is improving for:</p> <ul style="list-style-type: none"> <li>fewer than 20 members, then cover for those members is subject to the same actively at work criteria as that for policies with 'fewer than 20 members'. A completed and signed actively at work declaration must be provided for those members that are eligible for the improved benefits; and / or</li> <li>between 20 and 49 members, then cover for those members is subject to the same actively at work criteria as that for policies with 'between 20 and 49 members'. A completed and signed actively at work declaration does not need to be provided.</li> </ul> | <p><b>Policy benefit reduced or not increased during a benefit selection period immediately prior to the policy commencement date.</b></p> <p>All members are covered under the policy from the policy commencement date regardless of whether they are actively at work or not. Actively at work requirements are 'waived'.</p> <p>A completed and signed actively at work declaration form does not need to be provided.</p> <p>Where a scheme is switching from a previous insurer and the benefit basis is improving for:</p> <ul style="list-style-type: none"> <li>fewer than 20 members, then cover for those members is subject to the same actively at work criteria as that for policies with 'fewer than 20 members'. A completed and signed actively at work declaration must be provided for those members that are eligible for the improved benefits; and / or</li> <li>between 20 and 49 members, then cover for those members is subject to the same actively at work criteria as that for policies with 'between 20 and 49 members'. A completed and signed actively at work declaration does not need to be provided.</li> </ul> <p><b>Policy benefit increased during a benefit selection period immediately prior to the policy commencement date</b></p> <p>In order to be covered under the policy from the policy commencement date in respect of the increased policy benefit, members must be actively at work on the day they choose to increase their policy benefit.</p> <p>For any members who are not actively at work on the day they choose to increase their policy benefit, they will be covered in respect of the increased policy benefit when they have returned to work and are actively at work for at least 1 working day. The increased policy benefit will not be provided any earlier than the policy commencement date.</p> <p>Where a scheme is switching from a previous insurer and the benefit basis is improving for:</p> <ul style="list-style-type: none"> <li>fewer than 20 members, then cover for those members is subject to the same actively at work criteria as that for policies with 'fewer than 20 members'. A completed and signed actively at work declaration must be provided for those members that are eligible for the improved benefits; and / or</li> <li>between 20 and 49 members, then cover for those members is subject to the same actively at work criteria as that for policies with 'between 20 and 49 members'. A completed and signed actively at work declaration does not need to be provided.</li> </ul> |

| Scenario  | Fewer than 20 members  | Between 20 and 49 members   | 50 or more members without Flexible Benefits   | 250 or more members with Flexible Benefits  |
|---|--|---|--|---|
| <p><b>New eligible employees/partners joining the scheme during the term of the policy ('standard new entrants')</b></p>                          | <p>In order to be covered under the policy from their joining date, members must be actively at work on their joining date.</p> <p>Cover for any members who are not actively at work on their joining date is subject to satisfactory evidence of health.</p> <p>MetLife must be notified of any new entrants that are not actively at work on their joining date. A completed and signed actively at work declaration form must be provided.</p> | <p>In order to be covered under the policy from their joining date, members must be actively at work on their joining date.</p> <p>For any members who are not actively at work on their joining date, cover will be provided when they have returned to work and are actively at work for at least 5 consecutive working days.</p> <p>A completed and signed actively at work declaration form does not need to be provided.</p> | <p>Members are covered from their joining date regardless of whether they are actively at work or not.</p> <p>Actively at work requirements are 'waived'.</p> <p>A completed and signed actively at work declaration form does not need to be provided.</p>                                    | <p><b>Policy benefit reduced or not increased during a benefit selection period immediately after their joining date</b></p> <p>Members are covered under the policy from their joining date regardless of whether they are actively at work or not. Actively at work requirements are 'waived'.</p> <p>A completed and signed actively at work declaration form does not need to be provided.</p> <p><b>Policy benefit increased during a benefit selection period immediately after their joining date.</b></p> <p>In order to be covered under the policy for the increased policy benefit from the day their increased benefit is effective following a benefit selection period, members must be actively at work on the day they choose to increase their policy benefit.</p> <p>For any members who are not actively at work on the day they choose to increase their policy benefit, they will be covered in respect of the increased policy benefit when they have returned to work and are actively at work for at least 1 working day. The increased policy benefit will not be provided any earlier than the date increased benefit is to be effective following the end of a benefit selection period.</p> <p>A completed and signed actively at work declaration form does not need to be provided.</p> |
| <p><b>Improvement to the benefit basis during the term of the policy including increases in termination age but excluding TUPE* transfers</b></p> | <p>In order to be covered for the improved benefits from the day the benefit basis improves, members must be actively at work on the day the benefit basis improves.</p> <p>A completed and signed actively at work declaration form must be provided within 30 days of the improvement in benefit basis.</p>  | <p>In order to be covered for the improved benefits on the day the benefit basis improves, members must be actively at work on the day the benefit basis improves.</p> <p>Any members who are not actively at work on the day the benefit basis improves will not receive the improved benefits until they have returned to work and are actively at work for at least 5 working days.</p>  | <p>Members are covered for the improved benefits from the day the benefit basis improves regardless of whether they are actively at work or not. Actively at work requirements are 'waived'.</p> <p>A completed and signed actively at work declaration form does not need to be provided.</p> | <p><b>Improved benefit basis as a result of a change by the employer</b></p> <p>Members are covered for the improved benefits from the day the benefit basis improves regardless of whether they are actively at work or not. Actively at work requirements are 'waived'.</p> <p>A completed and signed actively at work declaration form does not need to be provided.</p> <p>Where the benefit basis is improving for:</p> <ul style="list-style-type: none"> <li>fewer than 20 members, then cover for those members is subject to the same actively at work criteria as that for policies with 'fewer than 20 members'. A completed and signed actively at work declaration must be provided for those members that are eligible for the improved benefits; and / or</li> <li>between 20 and 49 members, then cover for those members is subject to the same actively at work criteria as that for policies with 'between 20 and 49 members'. A completed and signed actively at work declaration does not need to be provided.</li> </ul>  |



| Scenario   | Fewer than 20 members   | Between 20 and 49 members   | 50 or more members without Flexible Benefits   | 250 or more members with Flexible Benefits   |
|--|---|---|--|--|
| <p><b>Continued...</b></p> <p><b>Improvement to the benefit basis during the term of the policy including increases in termination age but excluding TUPE* transfers</b></p> | <p>Any members who are not actively at work on the day the benefit basis improves will not receive the improved benefits until satisfactory evidence of health is provided.</p> <p>Where the benefit basis is improving for fewer than 20 members, then cover for those members is subject to the same actively at work criteria as that for policies with 'fewer than 20 members'.</p> <p>A completed and signed actively at work declaration form must be provided for those members that are eligible for the improved benefits.</p> | <p>A completed and signed actively at work declaration form does not need to be provided.</p> <p>Where the benefit basis is improving for fewer than 20 members, then cover for those members is subject to the same actively at work criteria as that for policies with 'fewer than 20 members'. A completed and signed actively at work declaration form must be provided for those members that are eligible for the improved benefits.</p>  | <p>Where the benefit basis is improving for:</p> <ul style="list-style-type: none"> <li>fewer than 20 members, then cover for those members is subject to the same actively at work criteria as that for policies with 'fewer than 20 members'.</li> </ul> <p>A completed and signed actively at work declaration form must be provided for those members that are eligible for the improved benefits; and / or;</p> <ul style="list-style-type: none"> <li>between 20 and 49 members, then cover for those members is subject to the same actively at work criteria as that for policies with 'between 20 and 49 members'.</li> </ul> <p>A completed and signed actively at work declaration does not need to be provided.</p>  | <p><b>Improved benefit basis as a result of a change by the member during a benefit selection period or following a specified lifestyle event</b></p> <p>In order to be covered for the improved benefits from either the next review date, or the day their increased benefit is effective following a lifestyle event, members must be actively at work on the day they choose to improve their benefit basis.</p> <p>For any members who are not actively at work on the day they choose to improve their benefit basis, they will not receive the improved benefits until they have returned to work and are actively at work for at least 1 working day.</p> <p>A completed and signed actively at work declaration form does not need to be provided.</p>  |
| <p><b>Staff are transferring into the employer's service by way of a TUPE* transfer</b></p>  | <p>In order to be covered under the policy from the day of the transfer, members must be actively at work on the day of the transfer and a completed and signed actively at work declaration must be provided within 30 days of the date of the transfer.</p> <p>Cover for any members who are not actively at work on the day of the transfer is subject to satisfactory evidence of health.</p>   | <p>In order to be covered under the policy from the day of the transfer, members must be actively at work on the day of the transfer.</p> <p>For any members who are not actively at work on the day of the transfer, they will be covered when they have returned to work and are actively at work for at least 5 consecutive working days.</p> <p>A completed and signed actively at work declaration form does not need to be provided.</p> <p>Where the total number of members transferring is fewer than 20 members, then cover for those members is subject to the same actively at work criteria as that for policies with 'fewer than 20 members'. A completed and signed actively at work declaration form must be provided for the transferring members.</p> | <p>Members are covered from the day of the transfer regardless of whether they are actively at work or not. Actively at work requirements are 'waived'.</p> <p>A completed and signed actively at work declaration form does not need to be provided.</p> <p>Where the total number of members transferring is:</p> <ul style="list-style-type: none"> <li>fewer than 20 members, then cover for those members is subject to the same actively at work criteria as that for policies with 'fewer than 20 members'. A completed and signed actively at work declaration form must be provided for the transferring members; and / or;</li> <li>between 20 and 49 members, then cover for those members is subject to the same actively at work criteria as that for policies with 'between 20 and 49 members'. A completed and signed actively at work declaration does not need to be provided.</li> </ul> | <p><b>Policy benefit reduced or not increased during a benefit selection period immediately following the transfer</b></p> <p>Members are covered under the policy from their transfer date regardless of whether they are actively at work or not. Actively at work requirements are 'waived'.</p> <p>A completed and signed actively at work declaration form does not need to be provided.</p> <p><b>Policy benefit increased during a benefit selection period immediately following the transfer</b></p> <p>In order to be covered under the policy for the increased policy benefit from the day the increased benefit is effective following a benefit selection period, members must be actively at work on the day they choose to increase their policy benefit.</p> <p>For any members who are not actively at work on the day they choose to increase their policy benefit, they will be covered in respect of the increased policy benefit when they have returned to work and are actively at work for at least 1 working day. The increased policy benefit will not be provided any earlier than the day the increased benefit is effective following the end of a benefit selection period.</p> <p>A completed and signed actively at work declaration form does not need to be provided.</p> |

\* Transfer of Undertakings (Protection of Employment) Regulations 2006 (also known as 'TUPE transfer' or 'TUPE'd').



## 2.2.2 Actively at work requirements where eligibility is dependent on membership of a pension scheme (not related to auto-enrolment)

| Actively at work requirement   |   |   |  |  |
|--|---|---|--|--|
| Scenario   | Fewer than 20 members   | Between 20 and 49 members   | 50 or more members without Flexible Benefits   | 250 or more members with Flexible Benefits   |
| Member joins the pension scheme within 12 months of their first opportunity to do so   | In order to be covered under the policy from their joining date, members must be actively at work on their joining date. For any members who are not actively at work on their joining date, cover is subject to satisfactory evidence of health. | In order to be covered under the policy from their joining date, members must be actively at work on their joining date, they will be covered once they have returned to work and are actively at work for at least 5 consecutive working days.   | Members who are covered under the policy from their joining date regardless of whether they are actively at work or not.<br><br>A completed and signed declaration form does not need to be provided.  | <b>Policy benefit reduced or not increased during a benefit selection period immediately after their joining date</b><br><br>Members are covered under the policy from their joining date regardless of whether they are actively at work or not. Actively at work requirements are 'waived'.<br><br>A completed and signed actively at work declaration form does not need to be provided.<br><br><b>Policy benefit increased during a benefit selection period immediately after their joining date</b><br><br>In order to be covered under the policy for the increased policy benefit from the day the increased benefit is effective following a benefit selection period, members must be actively at work on the day they choose to increase their policy benefit.<br><br>For any members who are not actively at work on the day they choose to increase their policy benefit, they will be covered in respect of the increased policy benefit when they have returned to work and are actively at work for at least 1 working day. The increased policy benefit will not be provided any earlier than the day the increased benefit is effective following the end of a benefit selection period.   |
| Member joins the pension scheme between 12 and 24 months after their first opportunity to do so and their policy benefit is less than £250,000 | Members are treated as discretionary entrants and cover is subject to satisfactory evidence of health.  | A completed and signed actively at work declaration form does not need to be provided.<br><br>In order to be covered under the policy from their joining date, members must be actively at work on their joining date. For any members who are not actively at work on their joining date, they will be covered when they have returned to work and are actively at work for at least 5 consecutive working days. | In order to be covered under the policy from their joining date, members must be actively at work on their joining date. For any members who are not actively at work on their joining date, they will be covered when they have returned to work and are actively at work for at least 1 working day. | <b>Policy benefit reduced or not increased during a benefit selection period immediately after their joining date</b><br><br>In order to be covered under the policy from their joining date, members must be actively at work on their joining date. For any members who are not actively at work on their joining date, they will be covered when they have returned to work and are actively at work for at least 1 working day.<br><br>A completed and signed actively at work declaration form does not need to be provided.<br><br><b>Policy benefit increased during a benefit selection period immediately after their joining date</b><br><br>In order to be covered under the policy for the increased policy benefit from the day the increased benefit is effective following a benefit selection period, members must be actively at work on the day they choose to increase their policy benefit.<br><br>For any members who are not actively at work on the day they choose to increase their policy benefit, they will be covered in respect of the increased policy benefit when they have returned to work and are actively at work for at least 1 working day. The increased policy benefit will not be provided any earlier than the day the increased benefit is effective following the end of a benefit selection period.<br><br>A completed and signed actively at work declaration form does not need to be provided. |

| Scenario   | Actively at work requirement  |
|--|---|
| Member joins the pension scheme between 12 and 24 months after their first opportunity to do so and their policy benefit is £250,000 or more | Member is treated as a discretionary entrant and cover is subject to satisfactory evidence of health. |
| Member joins the pension scheme more than 24 months after their first opportunity to do so   | Member is treated as a discretionary entrant and cover is subject to satisfactory evidence of health. |

### 2.2.3 Actively at work requirements for members joining the scheme outside of the eligibility criteria but are not joining as a result of automatic enrolment ('discretionary entrants')

| Scenario   | Fewer than 20 members   | Between 20 and 49 members | 50 or more members without Flexible Benefits | 250 or more members with Flexible Benefits |
|--|---|---------------------------|--|--|
| Member requiring cover before they are eligible to do so ('early entrant')   | Member is treated as a discretionary entrant and cover is subject to satisfactory evidence of health. |                           |  |  |
| Where eligibility is not linked to pension scheme membership and the member requires cover after they were first eligible to do so | Member is treated as a discretionary entrant and cover is subject to satisfactory evidence of health. |                           |  |  |

## 2.3 What types of cover are available?

Cover can either be for a fixed amount of benefit or, more often, a multiple of earnings. Flexible Benefits can also be provided, where the employer selects the default policy benefit, and employees can increase or reduce their individual cover during benefit selection periods and / or following specified lifestyle events. For registered group life policies, different levels of benefit can be chosen for each membership category in the scheme. For excepted group life policies, there must be one benefit basis for the whole policy.

Subject to the agreement of MetLife, the policyholder will set out how earnings are defined.

## 2.4 Are there any extensions of cover available under the policy?

The following extensions of cover are available under the policy. All must be requested and subsequently agreed in writing by MetLife.

### 2.4.1 Redundancy cover

In the event of the redundancy of a member, cover can continue temporarily for up to 3 consecutive calendar months commencing on the date of termination of the member's employment with the employer. Longer periods can be agreed with MetLife if requested. In these circumstances, the policy benefit of redundant employees or partners will be included in the total policy benefit on which the premiums are based. In the event a member's employment was terminated by way of a compromise or settlement agreement, for the purpose of redundancy cover, they would be treated as having been made redundant and be covered.

Unless otherwise stated, the benefit payable will be based on the member's earnings or benefit amount immediately prior to their date of redundancy.

Redundancy cover will cease before the end of the specified period if the redundant member takes up paid employment or reaches the termination age.

In respect of existing policies, if redundancy cover is requested, this will be subject to the actively at work requirements in respect of an improvement to the benefit basis as set out in section 2.2.1.

The specified redundancy period will be stated on the policy schedule.

No cover will be granted until MetLife has issued confirmation of acceptance in writing.

#### 2.4.2 Early retirement cover

In the event of a member taking early retirement, cover can be provided up to the termination age.

Cover will be based on the cover calculated immediately prior to the date of early retirement.

In respect of existing policies, if early retirement cover is requested, this will be subject to the actively at work requirements in respect of an improvement to the benefit basis as set out in section 2.2.1.

If the scheme requires cover for existing early retirees, MetLife will require full details of those members before any cover will be granted.

Early retirement cover is granted on the basis that a member continues to be notified to MetLife at each review date.

Cover will not be provided for early retirees beyond the termination age of the policy.

### 3. Setting up the policy

#### 3.1 Quotation process for MetLife Group Life cover without Flexible Benefits

The quotation is based on the membership and scheme data supplied and is valid for up to 90 days from the date of the first quotation unless agreed otherwise. Where the membership data used in respect of the quotation is different to the membership data at the policy commencement date, the following conditions apply.

| Scenario   | Fewer than 20 members  | Between 20 and 49 members  | 50 or more members |
|--|--|--|--------------------|
| Difference in the number of members and / or the policy benefit to be compared with the data on which the quotation is based | If there is a 10% or more difference, MetLife reserves the right to re-rate the policy | If there is a 25% or more difference, MetLife reserves the right to re-rate the policy |                    |

The quotation may request additional information which must be supplied to MetLife before the quotation can be accepted and a policy can go on risk. On receipt of the additional information, MetLife underwriters may issue a revised quotation with a new price or with specific restrictions on the cover provided. In some cases the existing quotation may be withdrawn completely.

Once MetLife underwriters are satisfied that there is no further information they require, the quotation can be accepted (provided it is still within the quotation guarantee period) and the policy can go on risk.

Once the scheme is on risk, the following documents are sent:

- On-risk letter;
- Proposal form;
- Actively at work declaration (if required);
- Health questionnaire (if required);
- Statement of account; and
- Invoice in respect of premium payment.

The proposal form and actively at work declaration (if required) will need to be completed and require the signature(s) of the policyholder, then they must be returned to MetLife within 30 days of the policy commencement date together with the requested premium payment. Once these are received and accepted by MetLife, the policy schedule will be sent.

### 3.2 **Quotation process for MetLife Group Life cover with Flexible Benefits**

The quotation is based on the membership and scheme data supplied and is valid for up to 90 days from the date of the first quotation unless agreed otherwise. A MetLife Group Life Flexible Benefits proposal form must be completed, signed and returned to MetLife during the quotation guarantee period.

Providing the number of members does not reduce to fewer than 250 members, any change in the number of members and / or policy benefit compared with the membership data on which the accepted quotation is based will not result in a re-rate and / or re-underwrite of the Flexible Benefits.

Where there is a material change to the Flexible Benefits that have been quoted, MetLife reserves the right to re-rate and / or re-underwrite the Flexible Benefits.

The quotation may request additional information which must be supplied to MetLife before the quotation can be accepted. On receipt of the additional information, MetLife underwriters may issue a revised quotation with a new price or with specific restrictions on the cover provided. In some cases, the existing quotation may be withdrawn completely.

Once MetLife underwriters are satisfied there is no further information they require, the quotation can be accepted (provided it is still within the quotation guarantee period) and the unit rate of premium and / or age rate of premium can be guaranteed for the quoted Flexible Benefits for up to 4 months prior to the policy(ies) going on-risk.

MetLife appoints an Implementation Manager on confirmation of acceptance of the quotation to coordinate with the financial intermediary, the employer and the employer's Flexible Benefits Scheme platform provider to ensure operational and administrative functionality is in place for the commencement of the benefit selection period prior to the commencement date of cover with MetLife.

Following the end of the benefit selection period, the employer's Flexible Benefits Scheme platform provider sends MetLife the membership data in respect of cover that is to go on risk from the policy commencement date.

Once the Flexible Benefits are on-risk, the following documents are sent:

- Policy schedule(s);
- Health questionnaire (if required);
- Statement of account; and
- Invoice(s) in respect of premium payment.

### 3.3 Requirements to set up the policy

The following requirements must be satisfied:

- a. In respect of MetLife Group Life policy(ies) without Flexible Benefits, the policy commencement date must be within the quotation guarantee period;
- b. In respect of MetLife Group Life policy(ies) without Flexible Benefits, a fully completed proposal form and actively at work declaration (if required) must be returned within 30 days of MetLife assuming risk;
- c. Requested payment must be received within 30 days of MetLife assuming risk, failing which cover will be deemed to have been terminated from the outset;
- d. Full scheme inception data must be received within 30 days of MetLife assuming risk;
- e. Unless otherwise agreed by MetLife, for schemes switching from a previous insurer, confirmation of any non-standard medical underwriting decisions for any members in the scheme must be provided;
- f. In respect of MetLife Registered Group Life policies, the policyholder must have a registered pension scheme in place before it can be insured.

If any of the requirements are not met, cover may cease. MetLife will issue notification if cover has ceased and of the premium due for the time members were covered.

### 3.4 How cover is granted under the policy

#### Free cover limit

MetLife sets a free cover limit, also called the 'automatic acceptance limit', for policies with 3 or more members. The policy's current free cover limit will be shown on the policy schedule or a subsequently agreed quotation.

#### Satisfactory evidence of health

The satisfactory evidence of health required can differ between members and can range from a simple health questionnaire to more detailed doctors' reports and sometimes medical tests or examinations. MetLife will pay for any medical tests or examinations that it requests.

Any medical loadings applied during underwriting will be calculated using the member's age specific rate and not the policy's unit rate or single premium.

Any additional terms must be accepted within a specified period as stated by MetLife; otherwise the benefit will be restricted and the level to which the benefit is restricted will be as notified to you in writing by MetLife.

#### One Step underwriting

##### Future increases in policy benefit as a result of an increase in earnings

Where a member is medically underwritten and accepted in writing, MetLife may set a benefit limit for that individual member. This means that any future increase in benefits will not require further medical underwriting provided the benefit does not exceed that limit and the benefit basis does not change.

Where a member's benefit increases below the limit, the same medical underwriting decision from when the member was last underwritten will apply for those benefits. This process is known as One Step underwriting.

##### Future increases in policy benefit in respect of Flexible Benefits, as a result of a member choosing to increase their policy benefit during a benefit selection period or following a lifestyle event

Where a member is medically underwritten and accepted in writing, any future increases in benefit will require further medical underwriting. One Step underwriting does not apply.

This following table summarises the underwriting outcomes in the following scenarios:

| Scenario  | What happens?   |
|---|---|
| <b>Member:</b> <ul style="list-style-type: none"> <li>• Benefit does not exceed the free cover limit;</li> <li>• Satisfies the eligibility criteria;</li> <li>• Satisfies the actively at work requirements (if applicable); and</li> <li>• Has been accepted on standard terms by any previous insurers</li> </ul> | Member is automatically accepted for cover under the policy.  |
| Member's benefit exceeds the free cover limit   | MetLife must be notified and cover in respect of benefit in excess of the free cover limit is subject to satisfactory evidence of health being provided unless otherwise agreed by MetLife.   |
| Policy's free cover limit increases   | Any members that have been accepted on nonstandard terms do not benefit from the increase in the free cover limit.  |
| <ul style="list-style-type: none"> <li>• Policies covering fewer than 3 members; and / or</li> <li>• Discretionary entrants</li> </ul>  | <p>The free cover limit is zero. Cover is subject to satisfactory evidence of health being provided.</p> <p>This may not apply if multiple policies have been linked for the purpose of a free cover limit.</p>   |
| Policy has not been previously insured with another insurer   | All benefits above the free cover limit will be subject to satisfactory evidence of health being provided.  |
| <b>Policy is switching from another insurer:</b> <ul style="list-style-type: none"> <li>• on an identical basis; and</li> <li>• member was accepted on standard terms by the previous insurer</li> </ul>  | <p>Member will have their existing level of cover maintained up to MetLife's free cover limit, subject to the actively at work requirements and eligibility being satisfied.</p> <p>Unless cover on a 'no worse terms' basis has been granted by MetLife, existing cover above MetLife's free cover limit will be subject to satisfactory evidence of health being provided.</p>  |
| Policy is switching from another insurer and the member was not accepted on standard terms by the previous insurer or restricted through their own choice   | Unless cover on a 'no worse terms' basis has been granted by MetLife, cover is subject to satisfactory evidence of health being provided.   |
| Member's cover is subject to satisfactory evidence of health being provided   | Unless cover on a 'no worse terms' basis has been granted by MetLife, cover is subject to satisfactory evidence of health being provided.   |
| <b>Member:</b> <ul style="list-style-type: none"> <li>• does not join the scheme at their first opportunity; or</li> <li>• wants to join the scheme and does not meet the scheme's eligibility conditions</li> </ul>  | Unless eligibility is linked to pension scheme membership, the member is a discretionary entrant and cover is subject to satisfactory evidence of health being provided, unless MetLife agrees otherwise.   |
| Eligible employee or eligible partner joining the scheme after the policy commencement date and benefit does not exceed the free cover limit  | <p>For policies with fewer than 20 members, MetLife require a completed and signed actively at work declaration.</p> <p>For policies with 20 or more members, MetLife do not require a signed actively at work declaration or formal notification unless their entry means that there has been a 30% or more change in the number of members covered and / or the total cover since the later of the policy commencement date and the last review date.</p> |

### 3.5 Temporary cover

Temporary cover applies in respect of all benefits that are subject to satisfactory evidence of health being provided, unless Flexible Benefits are covered and the employer has opted to restrict a member's benefit to the free cover limit or other amount as agreed with MetLife, rather than applying temporary cover.

Temporary cover means that if a claim arises whilst satisfactory evidence of health is being sought, then the affected benefit will be payable subject to a pre-existing conditions exclusion, which is set out in the policy terms and conditions.

The maximum total amount of benefit payable in respect of a member is subject to the maximum temporary cover benefit limit as confirmed by MetLife in writing.

Temporary cover applies to the amount of benefit that is subject to satisfactory evidence of health and starts on the later of:

- a. the policy commencement date or the date of becoming eligible for cover;
- b. the date the cover or increase in cover is to be effective from; or
- c. the date the member reaches termination age.

Temporary cover then ends on the earlier of:

- a. MetLife issuing notification of the decision; or
- b. the expiry of 90 days (or any longer period agreed by MetLife).

Example – a member’s policy benefit is £100,000 in the event of their death.

This is increased to £150,000 and the increase is subject to satisfactory evidence of health being provided and is eligible for temporary cover. Whilst underwriting is being done, the member dies as a result of a heart attack following previously diagnosed hypertension. The benefit payable will be limited to £100,000 as the cause of death was linked to a preexisting medical condition. However, if the death had been as a result of an accident, the benefit payable would be £150,000.

### 3.6 Benefit increases

The policyholder must notify MetLife immediately if a member’s benefit increases:

- resulting in a 30% or more change in the total policy benefit since the last review date; and / or
- in excess of the insured member’s free cover limit or other amount as agreed by MetLife.

#### Increases in policy benefit as a result of an increase in earnings

The table below shows how a benefit increase will be restricted depending on whether a member is actively at work or not.

| The member is:   | Policy benefit increases  |
|--|---|
| actively at work on the day the policy benefit increases     | <p>If the increased benefit does not exceed the free cover limit, or other amount agreed with MetLife, satisfactory evidence of health is not required.</p> <p>If the increased benefit exceeds the free cover limit, or other amount agreed with MetLife, cover in respect of the increase is subject to satisfactory evidence of health.</p>  |
| not actively at work on the day the policy benefit increases | <p>Any benefit that may become payable will be based on the policy benefit payable as at the date first absent under temporary absence cover.</p> <p>The policy benefit may be increased each year in line with general salary increases (see page 28).</p> <p>If a member then returns to work, and the increased benefit does not exceed the free cover limit, or other amount agreed with MetLife, satisfactory evidence of health is not required.</p> <p>If a member then returns to work, and the increased benefit exceeds the free cover limit, or another figure agreed with MetLife, cover in respect of the increase is subject to provision of satisfactory evidence of health.</p> |

## Increases in policy benefit under Flexible Benefits, as a result of a member choosing to increase their policy benefit during a benefit selection period or following a lifestyle event

| The member is:   | Policy benefit increases  |
|--|---|
| actively at work on the day they choose to increase their policy benefit     | <p>If the increased benefit does not exceed the free cover limit, or other amount agreed with MetLife, satisfactory evidence of health is not required.</p> <p>If the increased benefit exceeds the free cover limit, or other amount agreed with MetLife, cover in respect of the increase is subject to satisfactory evidence of health.</p>  |
| not actively at work on the day they choose to increase their policy benefit | <p>If the increased benefit does not exceed the free cover limit, or other amount agreed with MetLife, cover in respect of the increased benefit is provided when the member returns to work and is actively at work for at least 1 working day.</p> <p>If the increased benefit exceeds the free cover limit, or other amount agreed with MetLife, cover in respect of the increase is subject to satisfactory evidence of health.</p> |

#### 4. What premiums are charged for the cover?

The information used to calculate premiums includes, but is not limited to:

- a. Level of benefits;
- b. Eligibility and entry conditions;
- c. Age and gender of members;
- d. Main business of the employer, including actual and type of occupations;
- e. Locations of the workforce; and
- f. Full claims history.

The premium calculated is subject to a minimum premium net of commission and payment loading, which is stated in the issued quotation.

This minimum may not apply if multiple policies have been linked.

The requested premium payment due must be paid in sterling or in such other currency as may be agreed in writing between the policyholder and MetLife and received within 30 days of the policy commencement date.

##### 4.1 How will premiums be calculated?

##### 4.1.1 Policies without Flexible Benefits and 3 or more members – unit rate

The quotation will show a unit rate of premium for these policies. The cost is expressed as a rate per £1,000 (per mille) of the policy benefit.

The rate is calculated based upon the policy benefit for members at the policy commencement date or guarantee expiry date.

The premium charged for the insured benefit is based on the unit rate.

Unit rates will be guaranteed for a period of time as agreed between the policyholder and MetLife.

If the number of members reduces to fewer than 3, MetLife reserves the right to:

- terminate the policy;
- change the costing basis of the policy to a single premium with no free cover limit; and
- change the policy terms and conditions.



#### 4.1.2 Policies with Flexible Benefits and 3 or more members – unit rate and / or age rate

The quotation will show a unit rate of premium and / or an age rate of premium for these policies.

- Unit rate of premium - the cost is expressed as a rate per £1,000 (per mille) of the policy benefit. The rate is calculated based upon the policy benefit for members at the later of the policy commencement date and last guarantee expiry date.
- Age rate of premium - the cost is expressed as a rate per age per £1,000 (per mille) or per £10,000 of the policy benefit. The rate is calculated based upon the age of members and the policy benefit for members at the later of the policy commencement date and last guarantee expiry date.

The premium charged for the insured benefit is based on the unit rate and / or age rate of premium, as set out in the final quotation. Unit rates and age rates will be guaranteed for a period of time as agreed between the policyholder and MetLife.

If the number of members reduces to fewer than 250 but no fewer than 3, MetLife reserves the right to:

- remove Flexible Benefits from the policy at the next guarantee expiry date;
- change the costing basis of the policy to unit rate of premium only (if applicable); and / or
- change the policy terms and conditions.

If the number of members reduces to fewer than 3, MetLife reserves the right to terminate the policy(ies).

#### 4.1.3 Policies with fewer than 3 members - single premium

MetLife reserves the right to terminate the policy. There will not be a unit rate for these policies. The premium will be calculated using a single premium and no free cover limit will be available. This single premium will be guaranteed for a specified period as agreed with MetLife at the policy commencement date.

If the number of members increases to 3 or more members, the cost will be calculated on a unit rate basis, outlined above.

#### 4.1.4 Linked policies

Premium method will be based on the total number of members covered under all of the linked policies.

#### 4.2 Will there be any extra premiums payable?

No. All known risks are taken into account when calculating the premium.

Any changes to the risk may change the premium and premium loadings may be imposed following an underwriting decision. The amount of any extra premiums will be requested following completion of the underwriting process and a decision having been made regarding the terms on which cover can be provided.

Cover may be offered subject to specific exclusions found in the quotation and / or policy schedule.

#### 4.3 What commission is included within the premium?

The rate of commission payable to the financial intermediary is shown in the quotation. The premium includes the amount of commission payable.

#### 4.4 Is there a discount for good claims experience?

Past claims experience is a factor in assessing the unit rate applicable to a policy and therefore good claims history will usually be reflected in the premiums charged. All premiums are calculated on a non-profit sharing basis.

## 5. How does the policy accounting work?

The policy operates on one year accounting periods. Where Flexible Benefits are provided, accounting periods may be more frequent.

Premiums are payable in advance, and can be made by cheque made payable to MetLife, direct credit or Direct Debit. There is no additional charge for annual payments. Payment loadings apply in respect of non-annual payments.

| Frequency   | Cheque        | Direct credit | Direct Debit |
|-------------|---------------|---------------|--------------|
| Monthly     | Not available | 4%            | 2%           |
| Quarterly   | 3%            | 3%            | 2%           |
| Half yearly | 2%            | 2%            | 1%           |

### 5.1 What information is required for accounting purposes?

At each review date, membership data will be required and the premium will be calculated based on the data provided.

Membership data will also be required when any of the following arise and MetLife reserves the right to change the unit rate of premium, age rate of premium and / or single premium and / or the terms and conditions of the policy at each guarantee expiry date, and at any other time if:

- a. the nature of the underwritten risk alters, e.g. the scheme becomes closed to new entrants;
- b. MetLife agree to a change in the eligibility criteria, the terms of the policy benefit or the terms and conditions of the policy;
- c. there is a 30% or more change in the total number of members covered and / or the total cover since the policy commencement date or the last review date, whichever is later;
- d. in respect of policies without Flexible Benefits, the number of members reduces to fewer than 3, or in respect of policies with Flexible Benefits, the number of members reduces to fewer than 250; or
- e. there is a change in legislation, or in HMRC practice or taxation or regulation which affects the policy, premiums or benefits.

### 5.2 How are accounts adjusted for members who join, leave or have benefit changes during the year?

#### **Policies with fewer than 20 members at the later of the policy commencement date and last guarantee expiry date**

There are no year-end adjustments for the last accounting period. MetLife do not need to be informed of individual leavers and joiners unless their benefit is above the free cover limit, or the leavers and / or joiners result in a 30% or more change in the number of members covered or the total cover in the policy year since the policy commencement date or the last review date, whichever is later. If you do inform MetLife of individual leavers and joiners, MetLife will keep a record of such notifications.

However, MetLife must be informed of any discretionary entrants (i.e. members joining the employer scheme other than at their first opportunity at which they satisfied the eligibility criteria or who wish to join the scheme but do not satisfy the eligibility criteria) joining the policy before or on their joining date. We will assume the date of notification as being the joining date if we are provided with this information after their joining date.

#### **Policies with 20 or more members at the later of the policy commencement date and last guarantee expiry date**

Policies are costed and administered on a simplified administration basis. MetLife will carry out a premium adjustment at the end of each policy year, based on the total policy benefit covered during the last policy year. Changes are treated as if they occurred half way through the accounting period.

Any additional premium due, or overpayment of premium for the last policy year will be included in or deducted from the premium calculation for the coming policy year.

Policies with Flexible Benefits and 250 or more members at the later of the policy commencement date and last guarantee expiry date Policies are costed and administered on one of the following bases as agreed in advance of the policy commencement date between MetLife and the employer:

- a. Simplified administration basis - MetLife will carry out a premium adjustment at the end of each accounting period, based on the total policy benefit covered during the last accounting period. Changes are treated as if they occurred half way through the accounting period.

Any additional premium due, or overpayment of premium for the last accounting period will be included in or deducted from the premium calculation for the coming accounting period.

- b. – Simplified administration basis as set out in 5.2a above for the policy benefit that is equal to or less than the default policy benefit; and
  - Full administration basis for the policy benefit that is in excess of the default policy benefit, meaning MetLife will carry out a premium adjustment at the end of each accounting period, based on the actual change in policy benefit covered during the accounting period. Any additional premium due, or overpayment of premium for the last accounting period will be included in or deducted from the premium calculation for the coming accounting period.

### 5.3 **If the policy is discontinued will mid-year premiums paid in advance be lost?**

No. A final account will be produced based on the cover actually provided up to the date of termination of the policy and any premium adjustment required. Either a refund will be paid or any premiums outstanding will be due.

Terminations cannot be notified retrospectively and any refund of premiums is subject to a minimum on-risk charge in the first 12 months, net of commission and payment loading. This may not apply if multiple policies have been linked.

Cover can only be terminated by the policyholder or the policyholder's financial intermediary acting on behalf of the policyholder and being acknowledged by MetLife in writing.

### 5.4 **What happens at the end of the rate guarantee period?**

#### 5.4.1 **MetLife Group Life policies without Flexible Benefits**

Membership data is required within 30 days of the guarantee expiry date, failing which cover may cease.

The data should include details of any discretionary entrants, current or pending income protection claims or potential claims that have not yet been notified and details of members who are currently absent from work and have been absent from work for 90 consecutive days or more.

On receipt of the data, revised terms are advised. Any changes to the policy terms and conditions, the free cover limit or the unit rate of premium will be effective from the commencement of the next rate guarantee period.

MetLife will assume cover is to be continued beyond the end of the rate guarantee period and the policyholder will be liable for the cost of cover provided during the period from this date to the earlier of:

- the date upon which MetLife is advised in writing by the policyholder (or their appointed advisor) that cover is to cease; and
- the date that MetLife advises the policyholder that the policy is terminated.

Such cover will be charged at the revised rates which would have applied from the guarantee expiry date of the last review.

#### 5.4.2 **MetLife Group Life policies with Flexible Benefits**

Membership data is required up to 7 months (as agreed with MetLife) prior to the guarantee expiry date as part of the review of the employer's Flexible Benefits Scheme.

The data should include details of any discretionary entrants, current or pending income protection claims or potential claims that have not yet been notified and details of members who are currently absent from work and have been absent from work for 90 consecutive days or more.

On receipt of the data, revised terms are advised. Any changes to the policy terms and conditions, the free cover limit or the unit rate of premium and / or age rate of premium will be effective from the commencement of the next rate guarantee period.

MetLife will assume cover is to be continued beyond the end of the rate guarantee period and the policyholder will be liable for the cost of cover provided during the period from this date to the earlier of:

- the date upon which MetLife is advised in writing by the policyholder (or their appointed advisor) that cover is to cease; and
- the date that MetLife advises the policyholder that the policy is terminated.

Such cover will be charged at the revised rates which would have applied from the guarantee expiry date of the last review.

## 6. **What is covered?**

Benefit is payable in the event of the death of a member during the period of insurance covered under this policy subject to the section below 'What is not covered (exclusions)'.

## 7. **What is not covered (exclusions)?**

Where temporary cover is provided, cover is subject to the pre-existing conditions exclusion as set out in the policy terms and conditions.

Temporary cover benefits may be restricted if the cause of death is linked to a pre-existing condition.

MetLife will not pay the policy benefit if a claim has not been made after a period of 24 months commencing on the date the policyholder could reasonably have known of the member's death.

For some policies, MetLife may exclude death as a result of specific causes.

The quotation and / or the policy schedule provided by MetLife will show if any exclusions apply to a particular policy.

If a catastrophic event, as defined in the policy terms and conditions, occurs, an overall limit may apply on the total claim amount paid. If MetLife has already paid benefits to the catastrophic event limit which is set out in the policy schedule for one catastrophic event, then no further benefits will be paid out for that event.

Where temporary cover is provided, cover is subject to the pre-existing conditions exclusion as set out in the policy terms and conditions.

Temporary cover benefits may be restricted if the cause of death is linked to a pre-existing condition.

MetLife will not pay the policy benefit if a claim has not been made after a period of 24 months commencing on the date the policyholder could reasonably have known of the member's death.

For some policies, MetLife may exclude death as a result of specific causes.

The quotation and / or the policy schedule provided by MetLife will show if any exclusions apply to a particular policy.

Cover will not be provided to any member of the scheme who travels for business reasons to a country or region, or for business reasons is located in a country or region, where the Foreign, Commonwealth & Development Office (FCDO) advises against all travel. If a member travels to a country or region on business or is located in a country or region for business reasons before it is added to the FCDO list, and the country or region is later added to the FCDO list, they remain covered. Please refer to their website [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) for current overseas travel advice.

In line with legal and regulatory requirements, the insurer shall not be liable to pay any claim or provide any coverage or benefit to the extent that the provision of such coverage or benefit would expose the insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, the United States of America or any applicable local laws.

## 8. How can a claim be made?

This section deals with common questions that arise following a member's death.

### 8.1 Notification

#### 8.1.1 Notification of an event or occurrence that may lead to the death of a member

Written notice of an event or occurrence upon which a claim under the policy may be based should be sent to MetLife, PO Box 1411, Sunderland, SR5 9RB or [ebclaims@metlife.uk.com](mailto:ebclaims@metlife.uk.com) as soon as reasonably practicable.

On receipt of such notice, MetLife will provide a claim form for completion.

#### 8.1.2 Notification of the death of a member

The policy benefit in respect of the death of a member will only be paid if a claim has been made within 24 months of the date the policyholder could reasonably have known of the member's death. After this period no benefit will be payable, irrespective of circumstances.

Once a policyholder is aware of a member's death, the claim form must be completed and returned to MetLife as soon as reasonably practicable (and in any event within the 24 months), supported by:

- a. an original death certificate;
- b. evidence of membership of the employer's scheme and of earnings; and
- c. any other documentation that is specified by MetLife.

MetLife are unable to accept photocopies of these documents even if they have been certified as true copies of the originals.

Any actively at work requirements that have applied during the course of the deceased member's membership of the group life scheme will be verified as part of the claim assessment process.

MetLife reserves the right to investigate the circumstances of any claim, the event or occurrence including, but not limited to, obtaining medical evidence and access to employer records.

Claims will be assessed when all due premiums and appropriate information have been received.

In the event that the employer goes into liquidation, cover for members will continue during the period in which premiums are paid and cover will cease on the premium due date when premium is not paid.

In the event of the death of a member during this period, MetLife will pay the policy benefit to the liquidator or administrator on behalf of the policyholder or trustee or, at MetLife's discretion and subject to the agreement of the administrator or liquidator, to the executor or personal representative of the scheme member's estate directly.

Claims in respect of MetLife Registered Group Life policies will not be paid if the scheme is not registered as an occupational pension scheme with HMRC in accordance with the Finance Act 2004.

## 8.2 Claim payments

Claim payments will be made by direct credit where possible, otherwise payment will be by cheque made payable to the policyholder or trustee.

All claim payments will be payable in the same currency as the premiums.

## 9. When will cover stop?

### 9.1 When will cover stop for a member?

Cover in respect of a member normally stops:

- a. when the policy terminates; or
- b. if the member:
  - i. leaves the employer's services (if redundancy cover has not been requested or granted);
  - ii. ceases to meet the eligibility criteria;
  - iii. has been absent for longer than the policy's temporary absence provision;
  - iv. reaches termination age;
  - v. retires before the termination age; or
  - vi. dies.

#### Temporary absence cover in respect of members

Except where the policy has basic temporary absence cover, where a member is absent from work as a result of accident or sickness, they will continue to be covered up to the policy termination age. If they are absent from work for any other reason the period of temporary absence allowed will be to the earlier of 36 months from the date the member became absent and the termination age. Any period of absence prior to MetLife assuming cover is included within the maximum allowed period.

Temporary absence also covers maternity leave, adoption leave, paternity leave, gardening leave or any other authorised leave subject to MetLife's agreement, provided the member remains an employee or partner of the company.

Temporary absence cover is subject to the absent member being included in the membership data provided to MetLife each year.

#### Basic temporary absence cover in respect of members

Your last review quotation will state if basic temporary absence cover applies to the policy rather than temporary absence cover. Where an insured member is absent for any reason, cover can continue to the earlier of 36 months from the date the member became absent and the termination age. Any period of absence prior to MetLife assuring cover is included within the maximum allowed period.

#### Temporary absence cover policy benefit

Policy benefit payable will be based on the policy benefit the member was entitled to the date before they were first absent. The policy benefit may be increased each year during periods of temporary absence in accordance with the policyholder's general salary increase applied across the workforce in that year, up to a maximum of 7% in any one year and compounded year on year.

Any such increases must be reflected in the membership data provided, and the reported earnings for members absent from work where salary increases are included must take account of the limitations in cover.

## Unpaid leave

During a period of unpaid temporary absence in respect of a member, the policy benefit payable will be based on the policy benefit the member was entitled to on the date before they were first absent.

Example – on the date a member was first absent from work, their annual salary was £25,000, on which their policy benefit was calculated. They continued to be absent from work, and on their first anniversary of being absent, the policyholder's last general salary increase was 10%, taking the absent member's annual salary for the calculation of the policy benefit to £26,750 ( $25,000 * 1.07$  i.e. the 1.07 being the maximum of 7% permitted in any one year). They continued to be absent, and on their second anniversary of being absent, the policyholder's last general salary increase was 5%, taking the absent member's annual salary to £28,087.50 ( $26,750 * 1.05$ ).

### 9.2 Terminating the policy

Cover will continue until:

- a. A written instruction is received to terminate the policy;
- b. The employer has failed to comply with the policy terms and conditions and MetLife has issued notification that the policy cover has ceased;
- c. A written instruction from MetLife is issued confirming the termination of the policy; or
- d. In respect of a single life relevant life policy, the termination of the linked policy.

Terminations will not be backdated; premiums will be due for the full period on risk and if termination is during the first 12 months, will be subject to the minimum on-risk charge net of commission and payment loadings. This may not apply if multiple policies have been linked.

---

## 10. Can cover be provided for an employee or partner who is not in the UK?

Cover may be provided for seconded employees, partners or members working overseas provided they are on a UK employment contract (i.e. subject to English law) with the policyholder or an associated employer to be covered by MetLife. MetLife reserves the right to alter the policy terms and conditions or decline cover in respect of members who are based overseas and notification is required of any such members before cover can be provided.

---

## 11. How are schemes taxed?

The tax information is based on MetLife's understanding of current legislation. The policyholder should seek separate advice to clarify the tax position for their own specific circumstances.

The Government may change the tax position and this could change the premiums MetLife charges. Tax is based on circumstances and may be subject to change. If you are in doubt as to the scheme's or business' tax position, please contact your tax adviser.

### a. Premiums (all policy types)

An employer normally finances a scheme with no contribution from the employees or partners. In this situation the cost to the employer is normally allowed as a trading expense and can be offset against corporation tax. Employer's premiums are not normally a taxable benefit in kind for members.

In respect of a Flexible Benefits Scheme, life cover is often financed with a contribution from the member via a deduction from their salary. In this situation, the cost is met before deduction of income tax and / or National Insurance contributions for the member.

**b. Benefits**

MetLife does not deduct any tax when paying policy benefit to the policyholder or trustee.

**MetLife Registered Group Life policies**

Lump sum benefit payments from a registered scheme are normally paid tax-free by the trustee provided the payment, when combined with all other payments made from other registered arrangements, is less than the lifetime allowance that applied at the member's date of death. Some members may be subject to different limits depending on whether they have elected for lifetime allowance protection such as primary, enhanced or fixed protection.

- Early retirees- by definition, early retirees insured under the policy are already in receipt of a pension from their employer's pension scheme, and continue to be covered under the policy. As a result, in the event of the death of an early retiree insured under the policy, policy benefit would be payable to the trustee of the registered pension scheme and income tax at a rate of 55% will need to be deducted. Further information in respect of this can be found from at: [www.hmrc.gov.uk](http://www.hmrc.gov.uk). The government abolished this 55% tax charge with effect from 6th April 2015. The lifetime allowance tax charge still applies for any benefit paid in excess of the lifetime allowance.

**MetLife Excepted Group Life and Single Life Relevant Life policies**

Payments from a discretionary trust may be subject to periodic or exit charges. Payment made direct to the deceased insured member's estate may be subject to inheritance tax. More information can be found here: [www.gov.uk](http://www.gov.uk).

**12. Continuation option**

A continuation option allowing cover to continue on an individual basis if an insured member resigned their employment or resigned or terminated their membership with the employer is not included in the policy.

**13. Law**

This document will be construed and interpreted in accordance with the relevant policy terms and conditions. In the event of any inconsistency or ambiguity between this document and the policy, the policy terms and conditions will prevail.

**a. Data Protection – MetLife's commitment**

MetLife shall at all times comply with, and observe, all applicable data protection laws.

MetLife is the data controller in respect of any personal data provided to us. The ways in which MetLife may collect, share or process personal data are explained in MetLife's Privacy Notice. MetLife's Privacy Notice also explains the rights of data subjects regarding personal data. A copy of MetLife's Privacy Notice is available on our website, [www.metlife.co.uk](http://www.metlife.co.uk).

**b. Contracts (Rights of Third Parties) Act 1999**

MetLife group life policies provide that any third parties, including insured members of an employer's scheme, do not have any rights under the Contracts (Right of Third Parties) Act 1999 ('the 1999 Act').

This means that the policy terms and conditions cannot be enforced by any person who is not a party to the policy contract.



No person shall be entitled to any rights under the 1999 Act as a result of any statement in this technical guide. The 1999 Act does not apply to this technical guide.

**c. Governing law and jurisdiction**

The policies and any disputes or claims arising out of or in connection with them or their subject matter or formation (including noncontractual disputes or claims) shall be governed by and construed in accordance with the law of England. The English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the policies or their subject matter or formation (including non-contractual disputes or claims).

## 14. Further information

### The company

MetLife Europe d.a.c. (MetLife) is incorporated in Dublin, is authorised and regulated by the Central Bank of Ireland and is subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority in respect of the conduct of its UK branch business.

### Surrender value

This policy does not acquire a surrender value.

### Further information on relevant legislation

For all scheme / policy types, additional information can be found on the HMRC website:

[www.hmrc.gov.uk](http://www.hmrc.gov.uk), as well as the following Acts at [www.legislation.gov.uk](http://www.legislation.gov.uk):

- Registered occupational pension schemes - Finance Act 2004
- Excepted group life policies – Income Tax (Trading and Other Income) Act 2005
- Single life relevant life policies – Income Tax (Earnings and Pensions) Act 2003

### Questions and complaints

MetLife wants the policyholder to be entirely satisfied with the cover for their group life scheme.

If the policyholder has a query or complaint they should in the first instance contact the MetLife Customer Service team on 0800 917 1112 or at MetLife, PO Box 1411, Sunderland, SR5 9RB. Information is also available on the website [www.metlife.co.uk](http://www.metlife.co.uk).

If MetLife are unable to resolve a complaint to your satisfaction, you may be able to complain directly to the Financial Ombudsman Service ('FOS').

To be covered under the FOS scheme, you must be an eligible complainant, defined as a:

- Consumer (i.e. an individual);
- A charity with an annual income of less than £1 million;
- A trustee of a trust with a net asset value of less than £1 million; or
- A micro-enterprise; or
- A small business.

The criteria for an entity to be considered a micro-enterprise are:

- a. employs fewer than 10 persons; and
- b. has a turnover or annual balance sheet that does not exceed €2 million.

The criteria for an entity to be considered a small business are:

- a. is not a micro-enterprise;
- b. has an annual turnover of less than £6.5 million; and
- c. has a balance sheet total of less than £5 million, or employs fewer than 50 people.

FOS can only consider complaints from small businesses for acts or issues which have occurred since 1st April 2019.

If you are in any doubt as to whether you are an eligible complainant or if you wish to make a complaint please contact FOS at Exchange Tower, Harbour Exchange Square, London E14 9SR.

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

### Compensation

MetLife has taken steps to ensure that all their UK customers are eligible to apply for compensation through the Financial Services Compensation Scheme ('FSCS').

In the event of MetLife being unable to meet its financial obligations, the FSCS will seek to transfer policyholders and their benefits to another provider who can. If they are unable to do this, policyholders may be eligible for lump sum compensation of up to 100% of the contractual benefits provided by their policy. For more information about the FSCS, visit their website [www.fscs.org.uk](http://www.fscs.org.uk) or telephone 0800 678 1100.

---

### Financial strength

If you would like to know more about MetLife's financial strength, including our Solvency and Financial Condition Report (SFCR), please visit our website at [www.metlife.eu/financial-reports](http://www.metlife.eu/financial-reports).

0800 917 1112

[metlife.co.uk](http://metlife.co.uk)

---

Products and services are offered by MetLife Europe d.a.c. which is an affiliate of MetLife, Inc. and operates under the "MetLife" brand.

MetLife Europe d.a.c. is a private company limited by shares, registered in Ireland under company number 415123. Registered office at 20 on Hatch, Lower Hatch Street, Dublin 2, Ireland. UK branch office at Invicta House, Trafalgar Place, Brighton BN1 4FR. Branch establishment number: BR008866. MetLife Europe d.a.c. (trading as MetLife) is authorised and regulated by Central Bank of Ireland. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

COMP 2549.04 NOV2023

*For every moment, there's*  **MetLife**