

# Policy Terms and Conditions



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## Section 1 - The MetLife Excepted Group Life policy

- 1.1 The **policy** sets out the terms on which the **insurer** grants to the **policyholder** life insurance in respect of **insured members** of the **scheme**, **eligible employees** and / or **eligible partners**.
- 1.2 The proposal form, the information provided by the **policyholder** at the application stage and any other written statement made by the **policyholder** form part of the contract between the **insurer** and the **policyholder**.
- 1.3 The contractual terms of the **policy** are set out in:
  - a. These **policy** terms and conditions;
  - b. The **policy schedule** and any **endorsements** to the **policy**;
  - c. The information provided at the proposal stage to include the individual applications submitted in respect of this **policy** by or on behalf of the **policyholder**;
  - d. Any health questionnaire or medical or other written statement relating to an **insured member**;
  - e. Any acceptance terms issued in writing by the **insurer** in respect of particular **insured members**; and
  - f. Any special terms, exclusions and limitations specified in the final quotation.

The documents listed are together referred to as the “**policy**”.

- 1.4 In return for payment of the premiums due under this **policy**, the **insurer** will pay **policy benefits** in accordance with and subject to the terms of this **policy**.
- 1.5 The **policy benefit** payable under this **policy** shall be limited to the liabilities of the **policyholder** under the **scheme** in so far as those liabilities are or are intended to be secured under this **policy**. The **policyholder** undertakes that any options exercisable and benefits or liabilities secured under this **policy** will be subject to the provisions of the **scheme**.
- 1.6 **Policies with a policy commencement date on or after 12th August 2016**

The **policyholder** is under a duty to make a fair presentation of the risk being insured and must have disclosed to the **insurer** every material circumstance relating to the **policy**, which the **policyholder** knows, and has conducted a reasonable search of information available to the **policyholder**. All information given by the **policyholder** to the **insurer** must be substantially true, accurate and complete. The duty of fair presentation applies at the application stage, at the **policy review date** and **guarantee expiry date**. If the **policyholder** deliberately, recklessly, or otherwise, fails to comply with the duty, the cover under the **policy** may be void from the start and it may result in the **policy** premium being retained by the **insurer**, a claim for **policy benefit** being rejected or any **policy benefit** payable in respect of a claim being reduced.
- 1.7 **Policies with a policy commencement date before 12th August 2016**

The **policyholder** is under a duty to disclose facts material to the risk being insured and undertakes that all the information given by the **policyholder** to the **insurer** is true, accurate and complete. This duty of disclosure applies at the proposal stage and continues during the term of the **policy**. If the **policyholder** is unsure about whether a fact is material, the **policyholder** must disclose the fact to the **insurer**. If the **policyholder** does not disclose all material facts, the cover under the **policy** may be void and any claim under the **policy** may be declined.
- 1.8 In the event of any conflict or inconsistency between these policy terms and conditions, the policy schedule and any other documentation, the contents of the policy terms and conditions will prevail.

## Section 2 - Definitions

2.1 In this **policy** the following expressions have the following meanings, except where the context requires otherwise:

**Actively at work** means, in relation to an employee employed by the **employer** or a partner of the **employer** at any relevant date, that they have not received medical advice to refrain from and are actively engaged in or are otherwise following their normal occupation on that date. **Actively** means the employee or partner is, in the opinion of the **insurer**, 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 to be approved by the insurer.

**Benefit basis** means the basis of the cover provided by the **policy**, and includes the following terms as specified in the **policy schedule**: temporary absence cover (period of cover and any increases in **policy benefit** during a period of temporary absence), minimum entry age, maximum entry age, **termination age**, eligibility, **earnings**, **policy benefit** and any extensions of cover.

**Catastrophic event** means 1 originating event, accident, cause, occurrence or incident or a series of related originating events, accidents, causes, occurrences or incidents, that directly or indirectly results in the deaths of more than 1 insured member, irrespective of the date of those deaths or the period of time or area over which the originating events, accidents, causes, occurrences and incidents took place.

**Catastrophic event limit** means the sum specified in the **policy schedule** in respect of a **catastrophic event**.

**Data protection laws** means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation), and/or any corresponding or equivalent national laws or regulations in the UK, in each case, as in force and applicable, and as may be amended, supplemented or replaced from time to time.

**Discretionary entrant** means any individual who either:

- Satisfies the eligibility criteria but chooses to join the **scheme** after their first opportunity to do so; or
- Does not satisfy the eligibility criteria and wishes to join the **scheme**.

A **discretionary entrant** will be classed as an **insured member** once they have been accepted for cover by the **insurer**.

**Early retiree** means a person who:

- Has retired before they attained the **termination age** of the **scheme**;
- Is receiving a pension from the **employer's** pension scheme; and
- Was an **insured member** of the **scheme** at the date they retired.

An **early retiree** will be classed as an **insured member** once they have been accepted for cover by the **insurer**.

**Earnings** are defined in the **policy schedule**.

**Eligible employee** means any employee employed by the **employer** who meets the eligibility criteria as specified in the **policy schedule**.

**Eligible partner** means any equity partner of a partnership or an individual listed in the incorporation document of a Limited Liability Partnership who meets the eligibility criteria as specified in the **policy schedule**.

**Employer** means any company, partnership or organisation which is named in the **policy schedule** as the employer, principal company or employer group, and whose employees and / or partners are eligible to be covered by this **policy**.

**Endorsement** means a document which sets out amendments or changes to, or exemptions from, the terms and conditions of the **policy**.

**Excepted group life policy** means a **policy** as defined in section 480(3) of the Income Tax (Trading and Other

Income) Act 2005 (as amended, superseded or replaced) and which provides benefits on the death of **insured members** of the **policy**.

**Free cover limit** means the amount, if any, specified as such in the **policy schedule**, failing which the **free cover limit** will be zero. This amount may be subsequently revised from time to time as agreed between the **insurer** and the **policyholder**.

The **free cover limit** represents the maximum amount of **policy benefit** that may be accepted for cover in respect of a particular **insured member** without specific underwriting.

**Guarantee expiry date** means the date, if any, specified as such in the **policy schedule**, or any replacement date subsequently agreed from time to time between the **insurer** and the **policyholder**.

**Guarantee period** means the period from the **policy commencement date** (or, if applicable, the last **guarantee expiry date**) to the **guarantee expiry date**. If no **guarantee expiry date** has been agreed, there will be no **guarantee period** for the purposes of the **policy**.

**Insurer** means MetLife Europe d.a.c., which is the insurance company that provides this insurance cover, and its successors and assigns.

**Insured member** means any individual who:

- Fulfils the definition of **eligible employee** or **eligible partner**;
- Joins the **scheme** at their first opportunity; and
- Meets the **actively at work** requirements in this **policy**.

A **discretionary entrant** or **early retiree** will be classed as an **insured member** once they have been accepted for cover by the **insurer**.

**Maximum member benefit** means the maximum **policy benefit** payable in the event of the death of any **insured member** and is the sum stated in the **policy schedule**.

**Maximum temporary cover benefit** means the maximum temporary cover benefit payable and is specified in the **policy schedule**.

**Minimum on-risk charge** means the minimum charge specified in the **policy schedule**.

**Personal data** means any information relating to an identified or identifiable natural person.

**Policy** means the documents specified in clause 1.3 – *The MetLife Excepted Group Life policy*.

**Policy benefit** is the sum assured or benefit amount which is payable from the **insurer** to the **policyholder** as the result of the death of an **insured member**. The amount is specified in the **policy schedule**.

**Policy commencement date** means the date shown in the **policy schedule** as the commencement date of cover under the **policy**.

**Policyholder** means:

- The **trustee** as stated in the **policy schedule** or any other **trustee** or **trustees** of the **scheme** for the time being; or
- The **employer** as stated in the **policy schedule**.

**Policy schedule** means the **policy schedule** provided by the **insurer** in respect of the **policy**.

**Review date** is the date stated in the **policy schedule** as the **review date**.

**Satisfactory evidence of health** means evidence in such form as the **insurer** may reasonably require establishing to the satisfaction of the **insurer** that the state of health of the individual who is being assessed is of acceptable standard.

**Scheme** means the scheme stated in the **policy schedule** which is an excepted group life scheme provided by the **employer** for their employees and / or partners.

**Single premium** means, if stated, the single premium amount set out in the **policy schedule** or any

replacement amount subsequently agreed from time to time between the **insurer** and the **policyholder**.

**Strict actively at work** means, in relation to an employee employed by the **employer** or a partner of the **employer** at any relevant date, that they are **actively at work** and have not failed to be **actively at work** for 5 or more working days in the last 12 calendar months. The 5 working days do not need to be consecutive.

**Temporary cover benefit** is the amount of **policy benefit** applied for that requires **satisfactory evidence of health**. This amount will be reduced to:

- Zero, where the **policy benefit** already accepted by the **insurer** exceeds the **maximum temporary cover benefit**; or
- The **maximum temporary cover benefit** less the **policy benefit** already accepted by the **insurer** where the **policy benefit** applied for exceeds the **maximum temporary cover benefit** but the **policy benefit** already accepted by the **insurer** is less than the **maximum temporary cover benefit**.

**Temporary cover period** means the period which commences on the later of:

- The **policy commencement date** or the time of becoming eligible for cover if later; or
- The date on which the **insurer** is told cover, or increase in cover as appropriate, for the **eligible employee**, **eligible partner** or **discretionary entrant** is to be effective from;

and terminates on the earlier of:

- The **insurer** notifying the **policyholder** in writing of the underwriting decision; or
- The expiry of 90 days after the **temporary cover period** commenced (or a longer period at the discretion of the **insurer** and notified to the **policyholder** in writing).

**Termination age** means the age at which cover normally ceases for an **insured member** as specified in the **policy schedule**.

**Trustee** means the trustee as stated in the **policy schedule** or any other trustee or trustees of the scheme for the time being. Trustees shall be interpreted accordingly.

**Unit rate of premium** means the premium rate per unit stated in the **policy schedule**, or any replacement premium rate per unit subsequently agreed from time to time between the **insurer** and the **policyholder**.

### Section 3 - Minimum requirements for the MetLife Excepted Group Life policy

3.1 No **policy benefit** is payable unless the following are provided to the **insurer** within 30 days of the **policy commencement date** or any later date agreed in writing by the **insurer**:

- a. A fully completed proposal form and any other information requested by the **insurer** at the proposal stage;
- b. A payment or completed payment instruction in respect of the premiums payable under the **policy**;
- c. Full **scheme** data which means full employee and / or partner data at the start of the cover is required including but not limited to location, names, gender, salaries and dates of birth; and
- d. Written answers given by the **policyholder** to the questions asked by the **insurer**.

If these requirements are not met within 30 days or any later date agreed in writing by the **insurer**, the **insurer** shall be entitled to terminate the **policy** and the **minimum on-risk charge** shall be payable by the **policyholder** in accordance with clause 18.5 - *Termination of the policy*.

The **insurer** may charge an administration fee in the event of late payment of any premium and / or late provision of full **scheme** data.

## Section 4 - Cover provided in respect of eligible employees and / or eligible partners at the policy commencement date

### 4.1 Policies with fewer than 20 eligible employees and / or eligible partners at the policy commencement date

Cover under the **policy** will be provided from the **policy commencement date** to an **eligible employee** or **eligible partner** if they meet both the definition of **insured member** and are **actively at work** on the last working day before the **policy commencement date**.

The **policyholder** must complete the **insurer's** 'Actively at Work Declaration' in respect of each **eligible employee** or **eligible partner**, to the effect that the **eligible employee** or **eligible partner** satisfies the **actively at work** criteria on the last working day before the **policy commencement date**. This declaration must be provided to the **insurer** before the expiry of 30 days after the **policy commencement date**.

For each **eligible employee** or **eligible partner** for whom this declaration cannot be made within that period, the **policyholder** must provide **satisfactory evidence of health** to the **insurer** before the **insurer** will consider accepting them as an **insured member** (section 7 - *Underwriting*).

### 4.2 Policies with between 20 and 49 eligible employees and / or eligible partners at the policy commencement date.

Cover under the **policy** will be provided from the **policy commencement date** to an **eligible employee** or **eligible partner** if they meet both the definition of **insured member** and are **actively at work** on the last working day before the **policy commencement date**.

Any **eligible employee** or **eligible partner** at the **policy commencement date** who is not **actively at work** on the last working day before the **policy commencement date** will be accepted as an **insured member** once they have returned to work and are **actively at work** for at least 5 consecutive working days.

### 4.3 Policies with 50 or more eligible employees and / or eligible partners at the policy commencement date.

Cover under the **policy** will be provided from the **policy commencement date** to an **eligible employee** or **eligible partner** if they meet the definition of **insured member** on the last working day before the **policy commencement date**.

### 4.4 Cover will not be provided from the **policy commencement date** to a **discretionary entrant** until **satisfactory evidence of health** is provided and the **insurer** has agreed the level of cover to be provided in writing (clause 7.4 - *Underwriting*). Whilst being underwritten, the **discretionary entrant** will be covered by temporary cover (section 8 – *Temporary cover*).

### 4.5 The level of **policy benefit** covered by the **insurer** for an **insured member** is subject to section 7 - *Underwriting*.

## Section 5 - Cover provided in respect of eligible employees and / or eligible partners joining after the policy commencement date

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

After the **policy commencement date**, an employee or partner who wishes to join the **scheme** will automatically become an **insured member** under the **policy**, provided that they:

- a. Meet the definition of **eligible employee** or **eligible partner**;
- b. Are **actively at work** on the day that they first become an **eligible employee** or **eligible partner**;
- c. Join the **scheme** at their first opportunity;
- d. Are not a **discretionary entrant**; and
- e. Are not on a temporary employment contract of less than a month.



Where any of these conditions are not satisfied, the employee or partner will be treated as a **discretionary entrant** (clause 7.4 - *Underwriting*).

**5.2 Policies with between 20 and 49 insured members as at the later of the last guarantee expiry date and the policy commencement date**

After the **policy commencement date**, an employee or partner who wishes to join the **scheme** will automatically become an **insured member** under the **policy**, provided that they:

- a. Meet the definition of **eligible employee** or **eligible partner**;
- b. Are **actively at work** on the day that they first become an **eligible employee** or **eligible partner**;
- c. Join the **scheme** at their first opportunity;
- d. Are not a **discretionary entrant**; and
- e. Are not on a temporary employment contract of less than a month.

Where condition b. is not satisfied, the **eligible employee** or **eligible partner** will be covered once they have returned to work and are **actively at work** for at least 5 consecutive working days.

Where any other of these conditions are not satisfied, the employee or partner will be treated as a **discretionary entrant** (clause 7.4 - *Underwriting*).

**5.3 Policies with 50 or more insured members as at the later of the last guarantee expiry date and the policy commencement date**

After the **policy commencement date**, an employee or partner who wishes to join the **scheme** will automatically become an **insured member** under the **policy**, provided that they:

- a. Meet the definition of **eligible employee** or **eligible partner**;
- b. Join the **scheme** at their first opportunity;
- c. Are not a **discretionary entrant**; and
- d. Are not on a temporary employment contract of less than a month.

Where any of these conditions are not satisfied, the employee or partner will be treated as a **discretionary entrant** (clause 7.4 - *Underwriting*).

5.4 Providing the new **insured member** has been accepted for cover, the new **insured member's policy benefit** is automatically covered up to the **free cover limit**. Any cover exceeding the **free cover limit** is subject to clause 7.3 - *Underwriting*.

5.5 Cover under the **policy** will not be provided by the **insurer** in respect of a **discretionary entrant** who wishes to join the scheme after the **policy commencement date** unless **satisfactory evidence of health** is provided and the **insurer** has agreed the level of cover to be provided in respect of the **discretionary entrant** in writing (clause 7.4 - *Underwriting*). Whilst being underwritten, the **discretionary entrant** will be covered by temporary cover (section 8 – *Temporary cover*).

## Section 6 - Increases in policy benefit after the policy commencement date

- 6.1 Where the **policy benefit** in respect of an **insured member** increases after the **policy commencement date** and the **insured member** is **actively at work** on the last working day before the increase occurs, cover in respect of the increase will be subject to section 7 – *Underwriting*.
- 6.2 Where the **policy benefit** in respect of an **insured member** increases after the **policy commencement date** and the **insured member** is not **actively at work** on the last working day before the increase occurs, cover in respect of the increase will be subject to section 16 – *Temporary absence cover*.
- 6.3 Before the date or on the date an increase occurs, the **policyholder** must notify the **insurer** of an increase in **policy benefit** for an **insured member** if the increase results in:
- A 30% or more change in the total **policy benefit** under the **policy** since the later of the **policy commencement date** and the last review date; and / or
  - The **insured member's policy** benefit being in excess of the **free cover limit** or other amount as specified by the **insurer**.

## Section 7 - Underwriting

### 7.1 Satisfactory evidence of health

Except where this **policy** provides that cover will be granted without **satisfactory evidence of health**, or where the **insurer** agrees otherwise in writing in any particular case, the grant of cover under the **policy** in respect of any **insured member** will be subject to the provision of **satisfactory evidence of health** in respect of that individual. If this evidence indicates that the health of that individual is below the standard acceptable to the **insurer** for cover under the terms of the **policy**, the **insurer** may refuse cover or impose such terms, conditions, exclusions and restrictions or additional premiums as it considers appropriate in respect of that individual.

### 7.2 New business locations

The **policyholder** must notify the **insurer** in writing of any new business location for the **policyholder** or **insured members** (within the UK or overseas) that has not been previously notified to the **insurer**. This includes secondments to another employer or business. Such notice must be given at or before the time when the change takes place.

The **insurer** will be entitled to withdraw cover under this **policy** in respect of any affected **insured members**, or to make such cover subject to special terms and conditions, with effect from the date when the change takes place. The **insurer** will notify the **policyholder** in writing as soon as reasonably practicable if it decides to withdraw cover or to impose special terms and conditions.

### 7.3 Policy benefit in excess of the free cover limit

Subject to clauses 7.4 to 7.7 inclusive, where an **insured member** satisfies the **actively at work** criteria at the **policy commencement date**, at the time of becoming eligible for cover or on the day before an increase in cover occurs, but the **policy benefit** applied for in respect of the **insured member** is greater than the **free cover limit**, the **insured member** will be covered automatically for the amount of the **free cover limit**. The **policy benefit** in excess of the **free cover limit** will be subject to underwriting.

Whilst being underwritten, the **eligible employee** or **eligible partner** will be covered by temporary cover (section 8 – *Temporary cover*).

### 7.4 Discretionary entrants

The **insurer** will not provide **policy benefit** for any **discretionary entrant** until it has been provided with **satisfactory evidence of health**. Cover will be provided by the **insurer** once it has notified the **policyholder** in writing.

Whilst being underwritten, the **discretionary entrant** will be covered by temporary cover (section 8 – *Temporary cover*).

#### 7.5 **Change of insurer**

Subject to clause 7.6, the **insurer** will cover each member of the **scheme** to the same level as the previous insurer up to the **free cover limit** without requiring evidence of health.

Where the **policyholder** wishes to maintain an existing policy benefit above the **free cover limit**, or to increase benefits above the existing levels, this will be subject to providing **satisfactory evidence of health** for each member concerned.

Pending underwriting by the **insurer**, cover will be provided under the **policy** up to the **free cover limit** or, if less, the level of existing benefit, unless the **insurer** indicates otherwise in any particular case.

Whilst being underwritten, the individual will be covered by temporary cover (section 8 – *Temporary cover*).

#### 7.6 **At the policy commencement date - policy benefit rated, declined or limited to a free cover limit by the previous insurer**

At the **policy commencement date**, where an **eligible employee** or **eligible partner** has been rated, declined or limited to a free cover limit (or any equivalent level) by a previous insurer or through their own choice, the **policyholder** will be required to provide **satisfactory evidence of health** before that member will be accepted for any cover under this **policy**. Cover under this **policy** is also subject to details of any such **insured members** having been given to the **insurer** at the quotation stage.

Whilst being underwritten, the individual will be covered by temporary cover (section 8 – *Temporary cover*).

#### 7.7 **After the policy commencement date – policy benefit rated, declined or limited to a free cover limit by the insurer**

After the **policy commencement date**, where an **insured member**, has been rated, declined or limited to a **free cover limit** (or any equivalent level) by the **insurer** or through their own choice, the **policyholder** will be required to provide **satisfactory evidence of health** before the **insured member** will be accepted for any further cover under this **policy**.

Whilst being underwritten, the individual will be covered by temporary cover (section 8 – *Temporary cover*).

## Section 8 - Temporary Cover

8.1 For the purpose of clauses 7.3 to 7.7 inclusive - *Underwriting* and 17.3 – *Extensions to cover*:

- a. Temporary cover provides cover for **policy benefit** that requires **satisfactory evidence of health**, in respect of the death of the **eligible employee, eligible partner** or **discretionary entrant**, as appropriate.
- b. Temporary cover applies for the **temporary cover period**.
- c. The **temporary cover benefit** is the amount of cover provided under temporary cover.
- d. No **temporary cover benefit** will be payable if the death of the **eligible employee, eligible partner** or **discretionary entrant** directly or indirectly results from, or is attributed to or contributed to by, any disease, illness, infirmity, condition, physical defect, injury or any related condition:
  - i. The symptoms of which the employee or partner was aware of in the 5 years before the commencement of the **temporary cover period**, whether or not the disease, illness, infirmity condition, physical defect, injury or any related condition had been diagnosed; or
  - ii. About which the employee or partner had at any time in the 5 years before the commencement of the **temporary cover period** consulted a doctor or other medical or health professional or medical or health adviser and been recommended to take further advice, or take medication, or undergo investigations or treatment, whether or not the disease, illness, infirmity, condition, physical defect, injury or any related condition had been diagnosed.

## Section 9 - Premiums, guarantee periods and reviews

9.1 The frequency and due date(s) for payment of premiums are specified in the **policy schedule**. Premiums are payable by the **policyholder** to the office and / or bank account of the **insurer** designated from time to time in writing by the **insurer**.

9.2 Unless the **insurer** agrees otherwise, if there are fewer than 3 **insured members**:

- a. The **insurer** will charge a **single premium**;
- b. The **free cover limit** will be zero;
- c. The **policy** will be costed and administered without the calculation of a year-end adjustment to the premium; and
- d. The premium and the **policy** terms and conditions will be reviewed each year.

If the number of **insured members** in an existing **scheme** increases to 3 or more, the cost will be calculated on the basis of a **unit rate of premium**, as outlined in clause 9.3.

9.3 If there are 3 **insured members** or more:

- a. The premium charged for the **policy benefit** will be based on the **unit rate of premium**;
- b. Where there are fewer than 20 **insured members** as at the later of the last **guarantee expiry date** and **policy commencement date**, the **policy** will be costed and administered without the calculation of a year-end adjustment to the premium, and the **unit rate of premium** will be fixed until the end of the **guarantee period**, unless an event occurs which results in the re-rating of the **policy** as set out in the provisions of this section 9;
- c. Where there are 20 or more **insured members** as at the later of the last **guarantee expiry date** and **policy commencement date**, the **policy** will be costed and administered on a simplified administration basis with the calculation of a year-end adjustment to the premium based on the change in membership during the last **policy** year, assuming all changes occur half way through the **policy** year, and the **unit rate of premium** will be fixed until the end of the **guarantee period**, unless an event occurs which results in the re-rating of the **policy** as set out in the provisions of this section 9;
- d. On each **review date**, the premium charged for the **policy benefit** will be based on the **unit rate of premium** and on the information provided to the **insurer** in respect of that **review date**; and
- e. The **insurer** reserves the right to terminate the **policy** or change the costing basis to a **single premium** as outlined in clause 9.2, with no **free cover limit** applicable, if the number of **insured members** falls below 3.

9.4 The **insurer** reserves the right to re-rate and re-underwrite the **policy** at the end of the **guarantee period**, and otherwise at any time, if:

- a. In the opinion of the **insurer**, there is a change in the nature of the risk underwritten or there is an alteration in the premium due;
- b. 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 for tax purposes for the **employer** or any others, the **insurer**, the **insured member** or any recipient of **policy benefit**, or which otherwise affects this **policy**;
- c. The **insurer** agrees to a change to the definition of **eligible employee** or **eligible partner** or to the terms for **policy benefits**, or other **policy** terms and conditions; or
- d. There has been a 30% or more change in the total number of **insured members** and / or the total **policy benefit** since the later of the **policy commencement date** and the last **review date**.

9.5 Where the **insurer** re-rates and / or re-underwrites the **scheme** in accordance with clause 9.4, it may do any or all of the following:

- a. Determine a new **unit rate of premium** (or, where applicable, a **single premium**) for this **policy**;
- b. Amend the levels of **policy benefit** under this **policy**, or any of the other terms and conditions of this **policy**; and
- c. Amend any of the definitions as set out in section 2 – *Definitions*.

- 9.6 The **insurer** will notify the **policyholder** of any changes that it makes to this **policy** in the course of re-rating and / or re-underwriting the **scheme** and will give notice in writing of those changes to the **policyholder** at least 5 days before they take effect.

Where a new premium rate is imposed, it will accumulate from the date on which the event giving rise to re-rating occurs or any later date specified by the **insurer** to the **policyholder**. An adjusting premium or refund of premium in the amount calculated by the **insurer** will become due 30 days after that date and the amount of subsequent premiums will be amended as notified by the **insurer**.

- 9.7 Upon re-rating and / or re-underwriting of the **policy**, cover will cease if the information requested of the **policyholder** is not received by the **insurer** within 30 days of the date on which the event giving rise to re-rating and / or re-underwriting occurs or on any later date specified by the **insurer** to the **policyholder**.
- 9.8 Upon review of the **policy**, the **policyholder** must provide to the **insurer** full individual data within 30 days of the **review date**, to include but not limited to all details of any current or pending claims under the **policy**, **discretionary entrants** and **early retirees** and members exceeding the non-medical limits in addition to details of members who are temporarily absent from work and have been so absent for a continuous period of 90 days or more. Details regarding current or pending income protection and critical illness claims will also be required.
- The **insurer** shall be entitled to terminate the **policy** if this information is not received by the **insurer** within 30 days of the **review date**.

## Section 10 - Policy benefits

- 10.1 Subject to the definitions, any exclusions, conditions and **endorsements** to this **policy**, the **policy benefit** and **temporary cover benefit** (if applicable) will be payable by the **insurer** to the **policyholder** if the **insurer** receives proof that is satisfactory to the **insurer** of the death of an **insured member**.
- 10.2 If a **policy benefit** becomes payable in respect of the death of an **insured member**, the **insurer** will pay the **policy benefit**. The maximum benefit that shall be payable in respect of any **insured member** is limited to the **maximum member benefit**.
- 10.3 The total **policy benefit** amount payable under the **policy** in respect of **insured members** whose deaths occur directly or indirectly as a result of any 1 **catastrophic event** will be limited to the **catastrophic event limit**.

## Section 11 - Claims

- 11.1 The **policyholder** must notify the **insurer** in writing of the death of an **insured member**, or in respect of the temporary cover, the death of the **eligible employee**, **eligible partner**, **discretionary entrant** or **early retiree**, as soon as reasonably practicable. The **insurer**, upon receipt of such notice, will provide the **policyholder** with a claim form. The claim form shall be completed and returned to the **insurer** as soon as reasonably practicable. The payment of **policy benefit** and / or **temporary cover benefit** is subject to section 12 – *What is not covered (exclusions)*. The payment of **temporary cover benefit** is also subject to section 8 – *Temporary cover*.
- 11.2 The claim form must, at the **policyholder's** expense, be accompanied by the original death certificate of the **insured member**, **eligible employee**, **eligible partner**, **discretionary entrant** or **early retiree** and evidence of age, membership of the **scheme** (where applicable) and **earnings**, and any other requested documentation as specified in the claim form.

- 11.3 The **insurer** has the right to carry out investigations and require and obtain any further information it deems appropriate to assess the claim, which may include, but is not limited to, obtaining medical evidence. Where the actual cause of death is unclear, the **insurer** reserves the right to ask for a post-mortem examination (at their expense) in order to ascertain the precise cause of death.
- 11.4 Claims will be payable provided that all premiums due have been received by the **insurer** in full. The claims will be payable in the same currency as premiums. The payment of the **policy benefit** and / or **temporary cover benefit** will discharge the **insurer** from all liability in respect of the claim.
- 11.5 If the business of the **employer** is assigned or succeeded to by another person or organisation which undertakes all the duties and responsibilities of that **employer**, then provided the **insurer** agrees in writing, that new person or organisation shall be treated as the **employer** of that individual, for the purposes of this **policy** from the date of the assignment or succession.
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## Section 12 - What is not covered (exclusions)?

The **insurer** will not pay **policy benefit** in respect of the death of an **insured member**, or in respect of the temporary cover, the death of the **eligible employee, eligible partner, discretionary entrant or early retiree**, where a claim is submitted more than 24 months after the date the **policyholder** could reasonably have known of the death of the **insured member, eligible employee, eligible partner, discretionary entrant or early retiree**.

The **policy schedule** and / or the quotation or any **endorsements** may specify exclusions or exemptions from and limitations to the cover provided by the **policy**.

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## Section 13 - Information

The **policyholder** shall provide certain information to enable the **insurer** to assess the risk presented by the **scheme**. The **policyholder** must inform the **insurer** in writing as soon as practicable if there is any material change in the facts disclosed prior to the **policy commencement date** or to the information requested by the **insurer** at any time while this **policy** remains in force. The **policyholder** must ensure that, where applicable, each member of the **employer** informs the **policyholder** promptly and fully of all changes that may be relevant to an assessment of the risk.

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## Section 14 - Membership data

- 14.1 The **insurer** relies upon the **policyholder** to discharge its duties to insured members under the **data protection laws** in respect of any **personal data** shared with the **insurer**. The **policyholder** warrants that it has complied with its obligations under the **data protection laws** and that all **personal data** (including any special categories of **personal data**, such as health data) provided by the **policyholder** to the **insurer** for the purposes of this policy have and will continue to be provided in accordance with the **policyholder's** obligations to insured members under the **data protection laws**, including, but not limited to, obtaining any required consent and making insured members aware that their **personal data** may be shared with the **insurer**.
- 14.2 The **policyholder** will keep a complete record of all details of **insured members** provided to the **insurer** for the purpose of the administration of the **policy**. The **policyholder** will provide the **insurer** with any information the **insurer** may require from time to time in respect of the **insured members** as may reasonably be considered to have a bearing on the administration of this **policy** and on the determination of premium rates. Such records of the **policyholder** shall be open for inspection by the insurer at any reasonable time.
- 14.3 The **policyholder** will be responsible for ensuring that any **personal data** it provides to the **insurer** shall be

adequate, relevant and limited to the information requested by the **insurer** as necessary for the purposes of the **insurer** providing insurance on the terms of this **policy**.

- 14.4 The **policyholder** must notify the **insurer** of any errors as soon as practicable. The **insurer** is entitled to make any appropriate adjustment to the premiums to take account of any corrected errors.
- 14.5 The **policyholder** must provide the **insurer** with any information the **insurer** may require from time to time in respect of the **insured members** as may reasonably be considered necessary for the administration of this **policy**. Failure to provide any such information in respect of an **insured member** may result in the insurer being unable to provide, or continue to provide, insurance for such **insured member**.
- 14.6 The **insurer** will use **personal data** provided by the **policyholder** to administer the **policy** and will do so in accordance with its duties and obligations under the **data protection laws**. Details of the ways in which the **insurer** may collect, share or process **personal data** are explained in the **insurer's** privacy notice. A copy of the privacy notice is available from the **insurer's** website: [www.metlife.co.uk](http://www.metlife.co.uk).

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## Section 15 - Termination of cover in respect of an insured member

- 15.1 Subject to any extension of cover provided in the **policy schedule**, cover in respect of an **insured member** will terminate automatically with immediate effect when the **policy** ceases, or if the **insured member**:
- a. Ceases to be an employee employed by the **employer** or a partner of the **employer**;
  - b. Ceases to be an **eligible employee** or **eligible partner**;
  - c. Has been absent from work for more than the applicable period described in clause 16.2 or 16.3 – *Temporary absence cover*, unless one or more extensions have been granted by the **insurer** as described in clauses 17.1 or 17.2 – *Extensions to cover*;
  - d. Reaches **termination age** as specified in the **policy schedule**; or
  - e. Dies

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## Section 16 - Temporary absence cover

- 16.1 The type of temporary absence cover provided under the **policy** is specified in the final quotation and / or **policy schedule**. This will either be 'temporary absence cover' or 'basic temporary absence cover' as set out in this section.
- 16.2 **Temporary absence cover in respect of insured members**

Except where the **policyholder** has basic temporary absence cover, where an **insured member** is absent from work due to sickness or accident, cover can continue until the **termination age**.

Where an **insured member** is absent from work due to any other reason, cover can continue for up to 36 months commencing from the date the **insured member** was first absent. Any period of absence prior to commencement of cover under the **policy** will be included in the calculation.

Cover will continue during this temporary absence period for the absent **insured member**. If the **insured member** fails to return to work and is not **actively at work** for at least 1 working day before the end of that period (or **termination age** if earlier), at the end of that period (or **termination age** if earlier), the cover will cease.

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

Where the **policyholder** has basic temporary absence cover, where an **insured member** is absent for any reason, cover can continue for up to 36 months from the date the **insured member** was first absent. Any period of absence prior to commencement of cover under the **policy** will be included in the calculation.

Cover will continue during this temporary absence period for the absent **insured member**. If the **insured member** fails to return to work and is not **actively at work** for at least 1 working day before the end of that period (or **termination age** if earlier), at the end of that period (or **termination age** if earlier), the cover shall cease.

### 16.4 Temporary absence cover policy benefit

**Policy benefit** payable in respect of clauses 16.2 to 16.3 inclusive will be based on the **policy benefit** calculated immediately prior to commencement of the period of temporary absence, which may be increased each year in line with any general salary increase granted by the **employer**, subject to a maximum of 7% per year.

Any such increases must be reflected in the membership data, provided at each **review date** to the **insurer** in line with section 14 – *Membership data*.

The **insured member** must continue to be an employee employed by the **employer** or a partner of the **employer** and continue to be notified at each **review date** to the **insurer**, failing which cover will cease immediately.

## Section 17 - Extensions to cover

Subject to the other terms of the **policy**, cover in respect of an **insured member** will not terminate in the circumstances described in relation to the following extensions if provided for in the **policy schedule**.

### 17.1 Redundancy cover

If selected by the **policyholder**, in the event of the redundancy of an **insured member**, cover will continue for a specified maximum period commencing on the date of termination of employment with the **employer**. The redundancy cover period selected will be specified in the **policy schedule**. Redundancy cover will cease before the end of the specified period if the **insured member** takes up paid employment or if the **insured member** reaches **termination age**.

Cover in respect of the **insured member** will be based on their **policy benefit** calculated immediately prior to the date of redundancy, unless otherwise agreed in writing by the **insurer** upon notification of any increase occurring for the **insured member** in accordance with section 6 – *Increases in policy benefit after the policy commencement date*.

### 17.2 Early retirement cover

If selected by the **policyholder**, cover will be provided for an **early retiree** up to the **termination age** of the **scheme**.

Cover in respect of the **early retiree** will be based on their **policy benefit** calculated immediately prior to the date of early retirement, unless otherwise agreed in writing by the **insurer** upon notification of any increase occurring for the **insured member** in accordance with section 6 – *Increases in policy benefit after the policy commencement date*.

17.3 The extensions of cover in clauses 17.1 and 17.2 must be selected by the **policyholder** and will be in force when confirmed by the **insurer** in writing.



## Section 18 - Termination of the policy

- 18.1 This **policy** can be terminated at any time by written notice from the **policyholder** to the **insurer**. Any such notice must specify the future date on which termination is to take effect.
- 18.2 If a premium is not paid in full within 30 days of the due date, the **insurer** shall be entitled to terminate the **policy** effective as at the premium due date.
- 18.3 The **insurer** shall be entitled to terminate the **policy** or to amend its terms or to require the issue of a new **policy**, in each case in such manner as the **insurer** may consider appropriate and with immediate effect, in any of the following circumstances:
- a. Any war or act of war which, in the reasonable opinion of the **insurer**, could adversely affect this **policy** or the operation of this **policy**;
  - b. If there is any material change after the **policy commencement date** in the nature of trade or business carried out by the **employer** or in the nature of occupation or geographical location of the **insured members**;
  - c. If the **policyholder** makes or proposes to make any amendment to the **scheme** which, in the reasonable opinion of the **insurer**, would adversely affect this **policy** or the operation of this **policy**;
  - d. If the **policy** premium is based on a **unit rate of premium** and the number of **insured members** falls below 3, or if the **policy** premium is based on a **single premium** and the number of **insured members** falls to 1;
  - e. If the **policyholder** is in material breach of this **policy** and, in the case of a breach capable of remedy, fails to remedy the breach within 30 days of written notice being given by the **insurer**, which specifies the breach and requires it to be remedied; or
  - f. 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 for tax purposes for the **employer** or any others, the **insurer**, the **insured member** or any recipient of **policy benefit**, or which otherwise affects this **policy**.
- 18.4 Any premium paid or payable in respect of the period in which termination occurs will be calculated pro-rata on a time basis and an adjusting payment will be made between the **insurer** and the **policyholder** on the date on which termination takes effect.
- 18.5 A **minimum on-risk charge** applies to new policies which are terminated in the first 12 months after the **policy commencement date**.

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## Section 19 - Notices

Any notices to the **insurer** under this **policy** should be sent to PO Box 1411, MetLife, Sunderland SR5 9RB, or such other address as it may notify to the **policyholder** for this purpose from time to time. Any notices to the **policyholder** under the **policy** will be given to the **employer** at its address set out in the proposal form, or such other address as may be notified by the **policyholder** to the **insurer** for this purpose from time to time.

## Section 20 - Fraudulent claims

If any claim under this **policy** shall be in any respect fraudulent, the **insurer** shall:

- be under no liability in respect of such claim;
  - be entitled to recover from the **policyholder** any sums paid to the **policyholder** by the **insurer** in respect of the claim. If the **insurer** paid any sums in respect of the claim directly to the **insured member's** estate, the **insurer** shall be entitled to recover the sums paid from the **insured member's** estate; and
  - the **insurer** may by notice to the **policyholder** and the **insured member** treat the **policy** cover in respect of the **insured member** as having been terminated with effect from the time of the fraudulent act and may retain any premiums paid under the **policy** in respect of that **insured member**.
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## Section 21 - Amendments to the policy

The **insurer** can amend this **policy** at any time. The **insurer** shall give the **policyholder** 30 days written notice of any amendment. The **policyholder** has the right to terminate the **policy** after written notice has been given by the **insurer**. The **policyholder** may request an amendment to this **policy** at any time. The **policyholder** must give the **insurer** advance written notice of any proposed amendments to the **scheme**. The **insurer** has the right to refuse any request for the **policy** to be amended at its absolute discretion. Amendments will take effect by an **endorsement** to the **policy** (authorised by the **insurer**) or by an amendment to the **policy** signed by the **insurer** and the **policyholder**. Any amendment will be without prejudice to any claim notified to the **insurer** prior to the date on which the amendment took effect.

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## Section 22 - Currency

All premium payments are to be paid in pounds sterling or such other currency as may be agreed in writing between the **policyholder** and the **insurer**. **Policy benefits** will be payable in the same currency as premiums.

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## Section 23 - Surrender value

This **policy** does not acquire a surrender value.

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## Section 24 - 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 this **policy**.

## Section 25 - Governing law and jurisdiction

This **policy** and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual 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 this **policy** or its subject matter or formation (including non-contractual disputes or claims).

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## Section 26 - Contracts (Rights of Third Parties) Act 1999

The Contracts (Rights of Third Parties) Act 1999 does not apply to the **policy**. The **insurer** and the **policyholder** do not intend that any of the **policy's** terms and conditions will be enforceable by any person not a party to the **policy**. No consent of any third party shall be required under the Contracts (Rights of Third Parties) Act 1999 to any cancellation or termination or variation or alteration of this **policy**.

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