As of 1st January 2019
Ellipse is owned by AIG
Life Limited.

ellipse

SICK PAY COMPLETE POLICY

TERMS AND CONDITIONS

In consideration of You paying the Premiums to Us and complying with these terms and conditions, We agree to pay the Benefits when they become payable under the terms of this Policy.

Signed for and on behalf of Ellipse

By:

Chief Executive Officer

Ellipse is the trading name of the UK branch of ERGO Lebensversicherung AG. ERGO Lebensversicherung AG is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht in Germany and subject to limited regulation by the Financial Conduct Authority. Details about the extent of regulation by the Financial Conduct Authority are available from Us on request.

Contents

SECTION A – INTERPRETATION

1. INTERPRETATION

1.1 In this Policy:

a) save where the context otherwise requires, a reference to a statute or statutory provision shall include a reference:

   i. to that statute or provision as from time to time consolidated, modified, re-enacted or replaced by any statute or statutory provision; and

   ii. any subordinate legislation made under the relevant statute;

b) unless otherwise specified, references to Clauses are clauses of this Policy;

c) references to a party, where appropriate, shall include the contracting party or its successors in title from time to time;

d) references to any of the masculine, the feminine and the neuter shall include the other genders;

e) references to the singular shall include the plural, and vice versa; and

f) the words **"include"**, **"includes"** and **"including"** shall be construed as if they were followed by the words **"without limitation"**.

1.2 The following terms used in this Policy are defined and where used shall have the meaning set out below:

"Accounting Period"	the periods in respect of which data is provided by You on the Data Refresh Dates and in respect of which Premium is paid;
"Actively At Work"	in relation to an individual, an individual who: (a) is either actively performing their normal occupation or is taking leave (other than sick leave) that has been authorised by their Employer; (b) is working the normal number of hours required by their contract with their Employer, either at their normal place of employment, a location as agreed with their Employer or at a location to which they are required to travel for business;

	(c) is mentally and physically capable of performing all the duties normally associated with their job; and (d) is not acting against medical advice in meeting any requirements of (a) to (c);
"Additional Benefits"	Your obligation to pay Employer National Insurance Contributions, and/or pension contributions up to a maximum of 35% of a Member's Salary up to a maximum of £75,000 per annum;
"Adviser"	a firm regulated by the Financial Conduct Authority (or other recognised professional body) who acts on behalf of You;
"Authorised Countries"	any member state of the European Union, Andorra, Australia, Canada, Channel Islands, Hong Kong, Iceland, Isle of Man, Gibraltar, Liechtenstein, Monaco, New Zealand, Norway, San Marino, South Africa, Singapore, Switzerland or USA;
"Automatic Acceptance Limit"	the maximum level of Benefit specified in the Policy Schedule which will be provided in respect of a Member without the need to undergo an Individual Assessment provided they have joined the Scheme when first eligible to do so;
"Basic Benefit"	the basic benefit applicable to a Member as specified in the Policy Schedule;
"Benefit"	the sum payable under the terms of this Policy, in the event of a successful claim as set out in the Policy Schedule subject to the Maximum Benefit, plus any Additional Benefit;
"Business Day"	a calendar day other than a Saturday, Sunday or other statutory holiday in London, England;

"Category"	a class of Member as stated in the Policy Schedule;
"Commission Rate"	the amount of commission payable to Your Adviser as set out in the Policy Schedule;
"Data Refresh"	the provision of data in accordance with Clause 2.4;
"Data Refresh Date"	the dates on which You will give Us the data We require to calculate the Premium;
"Data Refresh Frequency"	the agreed frequency at which You will give Us the data We require to calculate the Premium;
"Date Cover Ceases"	the date You have agreed with Us being the date at which a Member ceases to be eligible for cover under this Policy as stated in the Policy Schedule;
"Deferred Period"	as regards a Member who suffers an Incapacity and is unable to work as a result, the period of time starting on the first day that that Member is unable to work due to that Incapacity and ending after the period of time You have agreed with Us. The agreed length of the Deferred Period will be stated in Your Policy Schedule. A Deferred Period in respect of any Member may not start before the Policy Start Date;
"Definition Of Incapacity"	the definition as stated in the Policy Schedule and defined in Clause 13;
"Deposit Premium"	a sum calculated by Us which is an estimate of the Premium for the current Accounting Period based on information provided by You, the Premium Rates and any other relevant matters which is

	payable at the beginning of each Accounting Period in circumstances where the Premium is payable annually;
"Discretionary Entrant"	an Employee who does not satisfy all of the Eligibility Conditions but is included as a Member by You and confirmed by Us in accordance with Clause 6.11;
"Effective Date"	the date from which the rates and terms of the Policy apply;
"Eligibility Conditions"	the conditions that an Employee must satisfy in order to be a Member of the Scheme, as described in each Category outlined in the Policy Schedule;
"Employee"	an individual who is (i) gainfully employed either permanently or for a fixed term by an Employer as evidenced by a contract of employment; or (ii) an Equity Partner in the business of the Employer;
"Employer"	an Employer listed in the Policy Schedule, whether it is the Principal Employer or a Participating Employer;
"Equity Partner"	a partner in a partnership who is a part owner of the business and is entitled to a proportion of the distributable profits of the partnership;
"Escalation"	the rate at which Benefits in payment under the Policy are increased as specified in the Policy Schedule. The increase shall occur at each anniversary of the end of the Deferred Period. Where Escalation is linked to an index, the index rate used will be the latest available at the date the Escalation applies;

"Gainful Occupation"	any occupation that the Member engages in that results in the Member receiving compensation or money in return for the services performed;
"HMRC"	HM Revenue & Customs;
"Incapacity"	a Member's inability to perform their occupation in relation to the Definition Of Incapacity chosen for the applicable Category as set out in the Policy Schedule ("**Incapacitated**" shall have the corresponding meaning);
"Individual Assessment"	an assessment carried out by Us consisting of medical and other lifestyle questions via a secure website, requests for further medical tests and where necessary information from the individual's professional medical advisers;
"Late Entrant"	where Eligibility Conditions are linked to membership of a workplace pension scheme, an Employee who joins the pension scheme more than twelve months after first becoming eligible;
"Limited Payment Period"	the maximum defined time period for which You have elected for Benefit payments to be paid by Us;
"Maximum Benefit"	the Maximum Benefit available under the Policy in relation to a Member being 75% of that Member's Salary subject to a maximum of £350,000 per annum, excluding any Additional Benefit; the Maximum Benefit available to Equity Partners is 50% of their pre-Incapacity income as defined in the Policy Schedule, up to a

	maximum of £350,000 per annum excluding any Additional Benefit;
"Member"	an Employee who is a Member of the Scheme;
"Minimum Membership Number"	two Members;
"Participating Employer"	an Employer stated as such in the Policy Schedule;
"Payment Period"	the maximum period in which Benefits are paid to You in respect of valid claim, as stated in the Policy Schedule;
"Policy"	this document and the Policy Schedule;
"Policy Anniversary Date"	the date stated as such in the Policy Schedule;
"Policy Schedule"	at any given date, the latest Policy Schedule which We have posted in the Policyholder area on Our secure website or otherwise issued to You;
"Policy Start Date"	the Policy Start Date as stated in the Policy Schedule;
"Policy Terms and Conditions Reference"	the reference to the version of the Terms and Conditions that should be read in conjunction with the Policy Schedule;

"Policyholder"	the legal owner of the Policy, as stated in the Policy Schedule;
"Premium"	the sums payable by or for You pursuant to Clause 2;
"Premium Payment Frequency"	the frequency stated in the Policy Schedule with which Premiums will be paid by You;
"Premium Rates"	the annual rates used to calculate the Premium which are set out in the Policy Schedule;
"Principal Employer"	the Participating Employer who arranged this insurance contract;
"Quotation"	the Quotation provided to You by Us prior to the Policy Start Date on the basis of detailed information submitted by You and confirmed by Us in Our standard application form;
"Rate Review Date"	the date We review Our rates and terms as stated in the Policy Schedule;
"Re-enrolment Date"	the third year anniversary of the Employer's Staging Date or previous Re-enrolment Date, at which time all eligible Employees have to be re-enrolled into a workplace pension scheme;
"Relevant Income"	income from any source paid as a result of the Incapacity, including, but not limited to, occupational sick pay; ill-health early retirement pensions; and accident, sickness or income protection policies where the payment period is more than two years. Any payment to the Member which may be taken as cash or income

	shall be included as income at the highest rate it is possible for the Member to elect;
"Salary"	a fixed annual amount of money or compensation, as defined in the Policy Schedule, paid to an Employee by an Employer in return for work performed;
"Scheme" and "Scheme Benefit"	shall have the meaning provided in Clause 4.1 of this Policy;
"Staging Date"	the date on which the Employer must start automatically enrolling Employees into a workplace pension scheme;
"TeamSeer"	the absence management software which must be used to record absence due to ill health;
"Temporary Cover"	shall have the meaning provided in Clause 6.5 of this Policy;
"We", "Us" and "Our"	the United Kingdom branch of ERGO Lebensversicherung AG; and
"You" and "Your"	the Employers for the time being of the Scheme as provided in the application form and identified in the Policy Schedule.

SECTION B – PREMIUM

2. CALCULATION AND PAYMENT OF PREMIUM

2.1 We will calculate the Premium in respect of each Accounting Period on the basis of the information You provide to Us and the Premium Rates.

2.2 We will ask You for a list of all Members as at the Policy Start Date and You must provide Us with this information within fourteen days of Our request. The list should contain in respect of each Member the following details:-

a) name;

b) National Insurance number;

c) gender;

d) date of birth;

e) scheme Salary and, if requested by Us, benefit amount;

f) Benefit Category;

g) normal working location (postcode if in the United Kingdom or country if overseas);

h) email address for Employees who require Individual Assessment; and

i) copies of terms of acceptance for any Members who have been individually assessed by the previous insurer.

You must ensure that the data You give us accurately reflects any salary basis or limitations that You have agreed with Us or apply to Your Scheme. The duty of fair presentation of risk applies to the provision of the data to Us.

2.3 If We do not receive complete data within fourteen days of Our request We will request payment based on the estimated annual premium in the Quotation. For annual payment policies which pay Premiums by bank transfer We will issue an invoice for the estimated annual premium and payment must be made within fourteen days. For quarterly payment policies who are temporarily paying Premiums by bank transfer We will issue an invoice for 25% of the estimated annual premium and payment must be made within fourteen days. For quarterly payment policies which pay Premiums by direct debit We will request a payment for 25% of the estimated annual premium. For monthly payment policies who are temporarily paying Premiums by bank transfer We will issue an invoice for 1/12th of the estimated annual premium and payment must be made within fourteen days. For monthly payment policies which pay Premiums by direct debit We will request a payment for 1/12th of the estimated annual premium.

2.4 On each Data Refresh Date You must provide to Us the following:

a) a list of all Members as at the Data Refresh Date. The list should include in respect of each Member the following details:-

  i. name;
  ii. National Insurance number;
  iii. gender;
  iv. date of birth;
  v. scheme Salary and, if requested by Us, benefit amount;
  vi. Benefit Category;
  vii. normal working location (postcode if in the United Kingdom, or country if overseas); and
  viii. the dates on which individuals who have become Members since the last Data Refresh Date, joined the Scheme;

b) the date on which any individual ceased to be a Member;

c) details of any Discretionary Entrants and Late Entrants.

You must ensure that the data You give Us accurately reflects any salary basis or limitations that You have agreed with Us or apply to your Scheme. The duty of fair presentation of risk applies to provision of the data to Us.

2.5 For Policies where the Premium is paid on an annual basis, the terms and conditions of payment are set out in Clauses 2.6 – 2.16. For Policies where the Premium is paid on monthly or quarterly, the terms and conditions of payment are set out in Clauses 2.17 – 2.25.

Policies where Premium is paid on an annual basis

2.6 The Deposit Premium payable in respect of the first Accounting Period will be the amount set out in the Quotation. This will be payable by bank transfer within fourteen days of the Policy Start Date.

2.7 We will then use the information given to Us pursuant to Clause 2.2 to check the calculation of the Deposit Premium for the first Accounting Period. If it is different to the amount stated in the Quotation and paid by You then We will make an adjustment.

2.8 We will notify You within thirty days of receiving the information of any adjustment made.

2.9 Any additional Premium required must be paid by You within fourteen days of the date of Our notification pursuant to Clause 2.8.

2.10 Any refund due to You will be refunded to You within fourteen days of the date of Our notification pursuant to Clause 2.8.

2.11 Subsequent Deposit Premiums will be based on the final premium agreed for the previous Accounting Period. We will issue an invoice for subsequent Deposit Premiums thirty days before the Policy Anniversary Date and this will be payable by bank transfer within fourteen days of Our request.

2.12 We will use the information given to Us pursuant to Clause 2.4 to:-

a) confirm that You have paid the correct Premium for the Accounting Period which is about to expire; and

b) re-calculate the Deposit Premium payable for the next Accounting Period.

2.13 We will notify You within thirty days of receiving the data required under Clause 2.4 of:

a) any additional Premium payable by You in respect of the Accounting Period which expired on the Data Refresh Date in question or any refund of Premium due to You in respect of that Accounting Period; and

b) the actual Deposit Premium payable in respect of the Accounting Period commencing on the Data Refresh Date. This will be based on the revised Premium

Rates notified to You pursuant to Clause 3.9 where the Deposit Premium is payable in respect of an Accounting Period commencing on a Rate Review Date.

2.14 We will add any additional Premium payable by You to the Deposit Premium payable in respect of the next Accounting Period.

2.15 We will deduct any refund of Premium due to You from the Deposit Premium payable in respect of the next Accounting Period.

2.16 The Deposit Premium is payable by You by bank transfer within fourteen days of the beginning of the Accounting Period.

Policies where Premium is paid on a monthly or quarterly basis

2.17 We will use the information given to Us pursuant to Clause 2.2 to calculate the Premium for the first Accounting Period.

2.18 We will notify You within thirty days of receiving the information of the amount of Premium payable in respect of the first Accounting Period. This amount will be collected by Us by direct debit at regular intervals in accordance with the terms of the Policy Schedule.

2.19 The same amount of Premium will be payable for subsequent Accounting Periods until notice is given by Us pursuant to Clause 2.20 or Clause 3.2 or Clause 3.9.

2.20 We will use the information given to Us pursuant to Clause 2.4 to:-

a) confirm that You have paid the correct Premium for each Accounting Period to date; and

b) calculate the Premium payable for subsequent Accounting Periods.

2.21 Where the information You provide to Us shows that You have paid too much or too little Premium in respect of any Accounting Period We will notify You of the relevant amount and, where additional Premium is owed by You, details of when We will collect payment from You pursuant to Clause 2.22.

2.22 Any additional Premium required will be collected by Us by direct debit.

2.23 Where the information You provide to Us shows that You have paid too much Premium, We will normally reduce the Premium We will collect at the next payment date.

2.24 We will notify You within fourteen days of receiving the data pursuant to Clause 2.4 of the amount of Premium payable in respect of subsequent Accounting Periods. This will be based on the revised Premium Rates notified to You pursuant to Clause 3.9 where the Premium is payable in respect of an Accounting Period commencing on a Rate Review Date. This amount will be collected by Us by direct debit.

2.25 The same amount of Premium will be payable in the same manner for each subsequent Accounting Period until notice is given by Us pursuant to Clause 2.24.

3. VARIATION TO THE TERMS AND CONDITIONS OF THIS POLICY

3.1 We reserve the right to revise at Our discretion (prospectively or retrospectively) the terms and conditions of this Policy and the Premium Rates at any time if:

a) the number of Members or the total of all Member's salaries is changed by more than 25% from that notified to Us prior to the Policy Start Date or prior to the last Rate Review Date whichever is the later; or

b) with Our agreement the Eligibility Conditions are changed; or

c) with Our agreement a company becomes an Employer or a company ceases to be an Employer; or

d) We agree to cover a new Member Category or include a TUPE transfer; or

e) We agree to change the terms of this Policy following a request from You; or

f) there is a change in the nature of the business carried on by any Employer; or

g) more than 25% of the total number of Members or total Salary change location; or

h) there is a change in legislation, regulation, HMRC practice or taxation which affects the treatment of this Policy; or

i) there is no longer an Adviser acting for You in connection with this Policy; or

j) there are fewer Members than the Minimum Membership Number; or

k) You or the Members of the Scheme do not use TeamSeer to record all absence due to ill-health within 24 hours of the absence being reported to the line manager; or

l) You did not make a fair presentation of the risk when setting up the Policy or at any subsequent review of the terms.

These matters define the risk as a whole.

3.2 In the event that We wish to change any of the terms and conditions of this Policy or the Premium Rates pursuant to Clause 3.1 We will give You one calendar month's notice of the change in writing. At the end of the one calendar month period We will issue an amended version of the Policy and a new Policy Schedule. The notice period will not affect the effective date of the change.

3.3 Where there has been a delay in You providing the information We need to review the terms and conditions or Premium Rates of this Policy We will backdate any change to the appropriate date.

3.4 In addition, the terms and conditions of this Policy and the Premium Rates may be varied by Us at any Rate Review Date.

Rate Review

3.5 At least twelve weeks before each Rate Review Date We will ask You to provide Us with the information We reasonably require to assess whether any changes should be made to the terms and conditions of the Policy or the Premium Rates. The duty of fair presentation of risk applies to provision of the information to Us.

3.6 You must provide this information to Us within six weeks of Our request.

3.7 Where We have not received the requested information, We will base any changes We intend to make to the terms and conditions of the Policy or Premium Rates on the Rate Review Date on the last information available to Us.

3.8 Where there has been a delay in You providing the information We require to review the terms and conditions or Premium Rates of this Policy We will backdate any change to the appropriate date.

3.9 In the event that We wish to change any of the terms and conditions of this Policy or the Premium Rates pursuant to Clause 3.5 We will give You one calendar months' notice of the change in writing. We will issue an amended version of the Policy and a new Policy Schedule when the Rate Review is completed. This notice period will not affect the effective date of the change.

SECTION C – THE INCOME PROTECTION COVER

4. COVER FROM THE POLICY START DATE

4.1 In respect of the scheme (the "**Scheme**") under which You promise and are obliged to pay a proportion of a Member's income no greater than the Maximum Benefit in the event that a Member is Incapacitated (the "**Scheme Benefit**"), and in consideration of the Premium, We agree to insure, upon the terms of this Policy, such proportion (as recorded in the Policy Schedule) of Your obligation to Members to pay the Scheme Benefit. You may also elect to insure Your obligation to pay corresponding Employer National Insurance contributions, and/or pension contributions up to 35% of the Member's Salary to a maximum of £75,000 per annum as Additional Benefits. Any such election must be recorded in the Policy Schedule.

4.2 Subject to Clause 4.6 each Member is covered under this Policy up to the Automatic Acceptance Limit on and from the Policy Start Date provided that

a) for newly insured Schemes the Member was Actively At Work on the Policy Start Date; or

b) for Schemes that were insured immediately prior to the Policy Start Date, the Member was Actively At Work on the day immediately prior to the Policy Start Date.

4.3 Cover in respect of any Member who is not Actively At Work as set out in Clause 4.2 will commence on the first date thereafter that they are Actively At Work.

4.4 Subject to Clause 4.5, in respect of any Member in respect of whom cover in excess of the Automatic Acceptance Limit is sought We shall be entitled in Our sole discretion to require an Individual Assessment of the Member to enable Us to consider whether to grant the requested excess cover (for the avoidance of doubt, such Member will be covered up to the Automatic Acceptance Limit regardless of the decision made by Us following the Individual Assessment). While the Individual Assessment is being conducted the cover provided will be as set out in Clause 6.

4.5 If, immediately prior to the Policy Start Date, the Members were insured under a group income protection policy, any Member whose cover was limited to below Our

Automatic Acceptance Limit following assessment or for non-provision of medical evidence will have their cover under this Policy limited to match the terms of the cover under the previous policy. Benefits in excess of this limited level of cover will be subject to an Individual Assessment.

4.6 If, immediately prior to the Policy Start Date, the Members were insured under a group income protection policy with an identical benefit structure to this Policy and there has been no material change in the number of Members or the Eligibility Conditions, then We will accept the previously insured level of Benefit in respect of each Member, up to the Automatic Acceptance Limit subject to Clause 4.5. Any previously insured level of Benefits in excess of the Automatic Acceptance Limit will be accepted subject to:

a) You providing satisfactory evidence of the accepted level of cover and the details of any special terms and conditions to Us; and

b) Our right to conduct an Individual Assessment pursuant to Clause 6 and to impose special terms where We consider it appropriate to do so;

c) A maximum Benefit for any Member of £350,000 per annum.

5. INDIVIDUALS BECOMING MEMBERS OF THE SCHEME AFTER THE POLICY START DATE

5.1 Subject to Clause 6, cover in respect of individuals who become Members after the Policy Start Date, but as soon as they meet the Eligibility Conditions will commence on the date they joined the Scheme if they are Actively At Work on that date or on the first date that they return to being Actively At Work.

6. INDIVIDUAL ASSESSMENTS AND TEMPORARY COVER

6.1 In circumstances where:-

a) You seek cover in excess of the Automatic Acceptance Limit in respect of any Member; or

b) You seek cover in respect of a Late Entrant; or

c) You seek cover in respect of a Discretionary Entrant

the Employee in question must undergo an Individual Assessment and We reserve the right to refuse to provide the cover sought.

6.2 You must give Us written notice immediately if You are seeking any cover of the type described in Clauses 6.1 a) to c).

6.3 The cost of any medical examination and any tests requested by Us will be paid for by Us. We shall not be liable for any costs incurred by You or the Employee in attending a medical examination, undergoing any tests or in supplying any other information.

6.4 Where Employees are outside the United Kingdom, and provision of their Benefits is subject to an Individual Assessment, if after this further medical information is required to enable Us to complete Our assessment, the Employee will be responsible for arranging and paying for the tests to be conducted. Examinations, tests or reports may only be arranged / conducted at a centre or provider with prior approval from Us otherwise We will not be liable for any costs and the Employee may also be required to undertake another set of tests with an approved centre or provider. We will reimburse the Employee for the tests We have requested, to a maximum of the amount We would pay for the same test in the United Kingdom. Reimbursement will be in pounds sterling to a United Kingdom bank account and the rate used will be Our banker's rate of exchange on the date of reimbursement. All results and/or reports must be provided in English.

Benefits in excess of the Automatic Acceptance Limit in respect of any Member

6.5 Where You seek cover in excess of the Automatic Acceptance Limit in respect of any Member, then subject to Clauses 6.6 to 6.13, You will have cover in respect of the Member in question until the completion of the Individual Assessment. Subject to Clause 4.4, Your cover will be the **higher** of the Automatic Acceptance Limit and their previously accepted level of Benefit. In addition, You will receive Temporary Cover equivalent to the additional cover being sought subject to the following:

a) the Temporary Cover will not provide cover for claims which arise directly or indirectly as a result of any medical condition which the Member has received treatment for, suffered symptoms, sought advice on or was diagnosed with within the last two years immediately prior to receipt by Us of the notice given pursuant to Clause 6.2;

b) You will not be given Temporary Cover if You have previously had a request for the Benefits You now seek in respect of the Member declined, restricted due to failure to provide medical evidence, postponed or accepted on non-standard terms;

c) No Temporary Cover will be available for Late Entrants, Discretionary Entrants or Members We have identified as needing to be Individually Assessed before benefitting from any change to the cover under this Policy.

6.6 The Temporary Cover will commence from the date of receipt by Us of the notice given pursuant to Clause 6.2 and will be in place until the earlier of completion of the Individual Assessment or the expiry of 30 days. If We are unable to complete Our assessment before the Temporary Cover period expires, the individual's cover will be restricted to their previous accepted level of cover.

6.7 The amount of Temporary Cover is limited so that, when added to any existing Benefit the Member may receive, their total Benefit entitlement during the period that Temporary Cover operates shall not exceed the Maximum Benefit offered.

6.8 If the Member's previous accepted level of Benefit was provided by another insurer, You must provide satisfactory written evidence of the level of cover and any special terms and conditions to Us.

Late Entrants

6.9 Where You seek cover in respect of a Late Entrant, You will have no cover in respect of the Member in question until We have completed the Individual Assessment and confirmed cover.

6.10 Once the Individual Assessment is complete We will notify You of Our decision. If We are providing cover for the Member in question We will notify You of the date on which cover commences and any special terms which apply.

Discretionary Entrants

6.11 Where You seek cover in respect of a Discretionary Entrant, You will have no cover in respect of the Member in question until We have completed the Individual Assessment and confirmed cover.

6.12 Once the Individual Assessment is complete We will notify You of Our decision. If We are providing cover for the Member in question We will notify You of the date on which cover commences and any special terms which apply.

Members requiring Subsequent Individual Assessments

6.13 We reserve the right to require a Member who has previously been Individually Assessed to complete a further Individual Assessment if a material change to the benefit basis is proposed. This includes but is not limited to the following:

- that Member's benefit increases as a result of a change in benefit basis, or
- there is an increase in the Date Cover Ceases for the Category the Member is allocated to, or
- there is a change in the Deferred Period for the Category the Member is allocated to, or
- the definition of Incapacity is changed, or
- where cover is linked to the Member's Salary the Member receives an increase in Salary of more than twenty percent in a twelve month period.

7. THE AUTOMATIC ACCEPTANCE LIMIT

7.1 The Automatic Acceptance Limit will be reviewed and may be changed by Us at any time. We reserve the right to reduce (including to nil) the Automatic Acceptance Limit if:-

a) there are fewer Members than five Members; or
b) the number of Members reduces by 25% or more from the number of Members at the Policy Start Date or the last Rate Review Date (if later).

7.2 We will notify You in writing if We make any changes to the Automatic Acceptance Limit and will provide You with an updated Policy Schedule.

7.3 If We determine that the Automatic Acceptance Limit shall be reduced, the level of Benefit which applied to a Member before the reduction becomes effective shall continue to apply on no worse terms.

7.4 If We determine that the Automatic Acceptance Limit shall be increased this will, subject to Clause 7.5, make no difference to the cover of Members currently insured hereunder unless and until they apply to increase their Benefit in which case the new Automatic Acceptance Limit will apply.

7.5 If We determine that the Automatic Acceptance Limit shall be increased the increased level will not apply to those Members whose cover has been restricted due to failure to provide medical evidence, declined, postponed or accepted on non-standard terms. Their cover shall remain unchanged.

7.6 When assessing whether the amount of Benefit exceeds the Automatic Acceptance Limit, Benefit will be the total Benefit in respect of the Member under this Policy.

8. TEMPORARY ABSENCE FROM WORK

8.1 Where a Member is absent from work as a result of statutory leave, cover will remain in place whilst they are still considered an Employee unless cover ceases pursuant to Clause 16.

9. MEMBERS WORKING OUTSIDE THE UNITED KINGDOM

9.1 Each Member working outside the United Kingdom temporarily or on a secondment will be covered under this Policy provided:

a) they remain a Member of the Scheme; and

b) they have a contract of employment with a Participating Employer; and

c) that the country of secondment is declared for each Member at the Policy Start Date and at each Data Refresh Date.

9.2 Where a Member is temporarily seconded outside the United Kingdom the amount of Salary (or Benefit) advised at each Data Refresh Date must be expressed in pounds sterling.

9.3 In the event of a claim for a Member outside of an Authorised Country, claim payments will be made for a maximum of six months unless they return permanently to the United Kingdom or an Authorised Country.

9.4 We shall not provide cover for individuals permanently based outside the United Kingdom.

SECTION D – BENEFITS

10. REGULAR PAYMENT BENEFIT

10.1 In the event of the Incapacity of a Member, and where the Eligibility Conditions are met, and, where applicable, the Deferred Period is served, We will pay You the Benefit as set out in the Policy Schedule.

10.2 Any Benefit will normally be paid monthly, in arrears on the first day of each month and a proportionate payment will be made for any period of less than one month, in pounds sterling (or, if different, the lawful currency of the United Kingdom).

10.3 The Benefit paid may be net of any State benefits the Member may be entitled to receive (regardless of whether or not the Member actually receives the State benefit). This will be detailed in the Policy Schedule.

10.4 The Maximum Benefit paid in respect of a Member, is an amount that, when added to other Relevant Income, does not exceed 75% of the Member's pre-Incapacity income. The Maximum Benefit available to Equity Partners is an amount that, when added to their other Relevant Income, does not exceed 50% of their pre-Incapacity income.

10.5 No Benefit will be payable during or for the Deferred Period.

10.6 Where stated in the Policy Schedule, the amount of Benefit which has become payable may be increased on the basis set out in the Policy Schedule. In no circumstances will the rate of the Benefit be reduced in the event that the basis of Escalation set out in the Policy Schedule results in a rate of Escalation below 0% per annum.

10.7 The amount of the Benefit and the period over which payments will be made is outlined in the Policy Schedule.

10.8 Where a Member for the purpose of any conditions of their work has to hold a licence or certificate that is dependent on them being certified as medically, physically or mentally fit to perform their occupation, the loss of such a licence or certification is not sufficient grounds alone on which to make a claim.

10.9 Subject to Clause 10.1, where a Member who is Incapacitated but works either in their own occupation for a reduced level of earnings or adopts an alternative occupation with a lower income, We may pay You a proportion of the Benefit set out in the Policy Schedule. Any Benefit payable will be in proportion to the reduction in the Member's earnings.

11. INCREASES TO BENEFITS

11.1 Any increases made to the level of cover provided in respect of a Category of Members will only take effect in respect of an individual Member if they are Actively At Work on the date the increase is made; any other Member will benefit from the increase in cover in respect of their Member Category when they return to being Actively At Work.

SECTION E – ABSENCE NOTIFICATION AND INTERVENTION

12. ABSENCE NOTIFICATIONS

12.1 You must use TeamSeer to record Members' absences due to ill health within 24 hours of the absence being reported to the line manager. We will receive alerts from TeamSeer in respect of absences that We believe may benefit from early intervention. In such cases We will contact You to obtain details of the Member concerned.

12.2 Unless You have already been contacted by Us, You must notify Us once a Member has been absent due to illness for four consecutive weeks.

12.3 Depending on the nature or length of the absence, We will contact the Member to evaluate their situation and determine what, if any, intervention may be required.

12.4 Under no circumstances will any intervention on Our part be taken to mean that a subsequent claim has been or will be automatically accepted.

Use of TeamSeer software

12.5 In signing this agreement You agree that You will not:

a) examine, copy, alter, "reverse engineer", decompile, discover the source code to, tamper with, or otherwise misuse TeamSeer
b) use automated spiders, readers or other such services on TeamSeer
c) attempt unauthorised access to TeamSeer software or data
d) sell or sublicense or transfer any right in TeamSeer.

12.6 Further You agree that

a) the right to use the software is non-exclusive and non-transferable
b) You will use TeamSeer solely for internal business purposes
c) You are responsible for compliance with the Data Protection Act 1998, including data control responsibilities for data stored in TeamSeer and its use.

12.7 We retain the right to stop providing access to TeamSeer. In this event We will secure an alternative provider. We will give You notice of any change of provider and provide access for You to secure Your records.

SECTION F – INCAPACITY DEFINITIONS AND ASSESSMENTS

13. DEFINITIONS OF INCAPACITY UNDER THE POLICY

13.1 **Types of cover**

There are four definitions of Incapacity which may be applied to the Scheme or to a Category of Members within the Scheme. The definition selected will be set out in the Policy Schedule and claims will be assessed against that definition. These definitions and related definitions are set out in Clauses 13.2 and 13.3.

13.2 **Definitions of Incapacity**

"Own occupation":
A Member is considered to be incapacitated, measured by their inability to perform, as a result of illness or injury, the Material and Substantial duties of their Usual Occupation, and not following or engaged in any other Gainful Occupation whether as an Employee or otherwise.

"Suited occupation":
A Member is considered to be incapacitated, measured by their inability to perform, as a result of illness or injury, the Material and Substantial duties of their Usual Occupation, and any other Reasonable Alternative occupation to which they are suited and not following or engaged in any other Gainful Occupation whether as an Employee or otherwise.

For the avoidance of doubt, the following occupations cannot use the Own Occupation basis of Incapacity:
where a licence is required to discharge their duties (other than a standard United Kingdom driving licence); or
anyone whose main role is to place orders to buy or sell securities, options or futures or instruments creating or acknowledging indebtedness or contracts of difference on his own behalf or for others, may be known as a dealer or trader or similar.

"Own switching to suited after 2 years":

A Member is considered to be incapacitated, measured by their inability to perform, as a result of illness or injury, the Material and Substantial duties of their Usual Occupation. This measure of Incapacity will be during the first 24 months of claim payments. If the Member's absence continues after this, the measure of Incapacity will be that the Member must be unable to perform the Material and Substantial duties of their Usual Occupation and any other Reasonable Alternative occupation to which they are suited and not following or engaged in any other Gainful Occupation whether as an Employee or otherwise.

"Activities of daily working (ADW)":

A Member is considered to be incapacitated, measured by their loss of physical ability through an illness or injury to do at least three of the six work tasks listed below without the help or supervision of another person:

> Walking – the ability to walk more than 200 metres on a level surface.
>
> Climbing – the ability to climb up a flight of 12 stairs and down again, using the handrail if needed.
>
> Lifting – the ability to pick up an object weighing 2kg at table height and hold for 60 seconds before replacing the object on the table.
>
> Bending – the ability to bend or kneel to touch the floor and straighten up again.
>
> Getting in and out of a car – the ability to get into a standard saloon car, and out again.
>
> Writing – the manual dexterity to write legibly using a pen or pencil, or type using a desktop personal computer keyboard.

The Member is still deemed to be able to perform the task on their own if they can perform the task with the use of special equipment routinely available to help and having taken any appropriate prescribed medication.

In the event of mental incapacity, the Member must have a mental incapacity which:

a) has failed to respond to optimal treatment and requires the need for continuous psychotropic medication; and

b) is supported by evidence of progressive loss of ability to remember, reason or perceive, understand, express and give effect to ideas, and cause a significant reduction in mental and social functioning, requiring the continuous supervision of the person covered.

13.3 Definitions related to Incapacity

“Material and substantial" means: duties that are normally required for and form a significant and integral part of the performance of the Member’s own occupation and which cannot be reasonably omitted or modified by the Member or the Employer.

"Reasonable Alternative" means: an occupation for which they are suited by virtue of their transferrable skills (education, training or experience) and one that provides a reasonable, but not necessarily comparable, Salary and status in relation to their Usual Occupation.

"Usual Occupation" means: the occupation they performed at the time of Incapacity.

SECTION G – MAKING A CLAIM

14. MAKING A CLAIM

14.1 In cases where We have not already contacted You, You must notify Us of any Member who has been absent for four consecutive weeks within one week of the end of the fourth week of absence by telephoning Our claim helpline on 0203 003 6161 or emailing Us at claims@ellipse.co.uk. We will send You a claim form which You must complete and return to Us. You must fully participate in any return to work initiative in respect of absent Members.

14.2 You must provide Us with all information requested by Us to investigate the claim properly and subsequently to review the claim from time to time. This information may include any of the following:

a) proof of Scheme membership and earnings in respect of the Member;
b) proof of the Member's age (the Member's passport or birth certificate, or confirmation that you have seen one of these documents);
c) Employee notification form;
d) Member assessment form (including Access to Medical Records consent);
e) details of other income to be taken into account;
f) a copy of the Member's job description detailing the Member's regular duties;
g) information on the GP and/or consultant; occupational questionnaire; and/or
h) any other information, evidence, test, evaluation or report that may be requested at any time by Us.

14.3 We will not pay any claims where a completed Employer claim form and Member assessment form have not been received by Us within 90 days after the end of the Deferred Period.

14.4 We are not responsible for any errors or omissions from any information or evidence provided to Us from any source.

14.5 In determining whether a Member's level of Incapacity meets the definition as chosen, We will assess Your claim based on the medical evidence provided in conjunction with the Definition Of Incapacity set out in the Policy Schedule. Any diagnoses or medical opinions must be given by a medical professional who is a specialist in the relevant area of medicine appropriate to the cause of the claim and is acceptable to Our chief medical officer. For the avoidance of doubt, Our assessment may not be based purely on the medical opinions provided.

14.6 The Deferred Period will normally be one continuous period of time. In determining when the Deferred Period has been completed, We may link periods of absence of at least two weeks duration for the same Incapacity. These periods of absence must have occurred after the Policy Start Date and not cover a time period greater than twice the Deferred Period for the Scheme.

14.7 Where a Member has returned to work having previously completed in full the Deferred Period in respect of a claim admitted by Us and the same Incapacity occurs within twelve months of their return to work, the Deferred Period will not apply. The level of Benefit paid in such cases will be the same as that paid in the previous period of Incapacity.

14.8 We will restrict the Benefit We pay so that, when it is added to other Relevant Income payable as a result of the Member's Incapacity, the Member's income does not exceed 75% of their pre-Incapacity income. For Equity Partners We will restrict the Benefit We pay so that, when it is added to all other Relevant Income, the Equity Partner's income does not exceed 50% of their pre–Incapacity income.

14.9 Any untaxed income received by a Member as a result of a Member's Incapacity will be adjusted such that it is comparable to taxed income.

14.10 Once We determine that a claim is valid and the Deferred Period is completed, We will commence any regular payments within one calendar month, subject to Us having valid payment details.

14.11 If a Member under a Limited Payment Period Scheme has a number of absences for the same Incapacity for which You receive Benefits, these periods of absence will be added together in determining when the Limited Payment Period has been reached.

14.12 Where a Scheme transfers to another insurer and a Member who has had a claim admitted by Us returns to work and satisfies the new insurer’s actively at work requirements, We will pay Benefits for the duration of the new insurer’s deferred period should a subsequent absence for the same incapacity occur within twelve months of the Member’s return to work.

SECTION H – TERMINATION

15. TERMINATION OF THE POLICY AS A WHOLE

15.1. You shall be entitled to terminate this Policy at any time by giving Us notice in advance in writing stating the date on which You want cover to cease.

15.2. We shall be entitled to terminate the Policy immediately if:

a) You do not comply with any term of this Policy; or

b) You do not provide the data required under Clause 2.2 and Clause 2.4 within 90 days of receipt of a request, or such extended time as We may, at Our discretion, agree in writing; or

c) You do not provide any information requested by Us in accordance with the Policy terms within 90 days of receipt of a request, or such extended time as We may, at Our discretion, agree in writing; or

d) You do not pay Premium when due; or

e) an Employer stated in the Policy Schedule ceases to carry on business or if an order is made or resolution passed for the winding up of that Employer.

15.3. If We terminate the Policy under Clause 15.2 You shall be required to provide information as at the date of termination in order to determine the Premium payable up to the date of termination. If this information is not provided within one month of its being requested, We shall determine what Premium is payable having regard to the information then available, and any sum or sums which had been payable to Us shall remain payable.

15.4. If the Policy is terminated under Clause 15.2, no new Benefit shall be payable in respect of an Incapacity of any Member after the effective date of the termination of the Policy.

Setting up the Policy

15.5. If You deliberately or recklessly do not make a fair presentation of the risk when setting up the Policy and We would not have agreed to enter into the Policy at all if We had known the material facts, We may avoid the Policy, refuse all claims and recover claims paid.

15.6. If You do not make a fair presentation of the risk when setting up the policy but You have not been deliberate or reckless, and We would not have agreed to enter into the Policy if We had known the material facts, We may avoid the Policy, refuse all claims and recover claims paid.

Rate Reviews

15.7. The duty of fair presentation of risk applies at each Rate Review. If You deliberately or recklessly do not make a fair presentation of the risk at a Rate Review and We would not have agreed to the contract at all or on those terms if We had known the material facts, We may terminate the contract with effect from the Rate Review Date, refuse claims and recover claims paid.

15.8. If You do not make a fair presentation of the risk at a Rate Review, but You have not been deliberate or reckless, and We would not have entered into the contract at all if We had known the material facts, We may terminate the contract with effect from the Rate Review Date, refuse claims and recover claims paid.

Variations

15.9. If You deliberately or recklessly do not make a fair presentation of the risk when applying to vary the Policy and We would not have agreed to enter into the variation of the Policy if We had known the material facts, We may by notice to You treat the contract as terminated with effect from the time the variation was made, refuse claims and recover claims paid.

15.10. If You do not make a fair presentation of the risk when applying to vary the Policy, but You have not been deliberate or reckless, and We would not have agreed to enter into the variation of the Policy if We had known the material facts, We may treat the contract as if the variation had not been made.

Fraudulent claims

15.11. If You make a fraudulent claim, We

a) may terminate the Policy by notice and treat the contract as being terminated from the time of the fraudulent act; and
b) recover any claims paid since the fraudulent act; and

c) refuse to pay any claims submitted since the fraudulent act.

16. TERMINATION OF COVER IN RESPECT OF INDIVIDUAL MEMBERS

16.1. Cover under this Policy in respect of individual Members ceases on the earliest of the following occurrences:

a) the Member ceases to be an Employee;
b) the Member ceases to be a Member of the Scheme;
c) the Member dies;
d) the Member permanently takes up residence outside the United Kingdom;
e) the Member retires;
f) the Member reaches the Date Cover Ceases; or
g) the end of a Member's fixed term contract.

17. TERMINATION OF BENEFITS IN RESPECT OF INDIVIDUAL MEMBERS

17.1 Benefits under this Policy in respect of individual Members shall cease on the earliest of the following occurrences:

a) the Member no longer satisfies the Definition Of Incapacity;
b) the Member no longer suffers a loss of income giving rise to payment of the Scheme Benefit;
c) the Member reaches the Date Cover Ceases, as stated in the Policy Schedule;
d) the end of the Limited Payment Period if this option has been selected;
e) the Member ceases to be an Employee;
f) the Member dies;
g) the Member undertakes any form of employment without Our agreement; or
h) the Member or the Employer does not fully engage in an agreed rehabilitation programme or the Member does not follow medical advice.

Further to Clause 17.1e), We may consider paying Benefit directly to the Member in certain circumstances. For the avoidance of doubt the payment of Benefit direct to the Member would not create any contractual relationship between Us and the Member.

SECTION I – MISCELLANEOUS

18. EXCLUSIONS AND LIMITS

18.1 Any exclusions or limits applied as a result of Our conducting an Individual Assessment will be notified to You separately in writing.

19. CONTRACTING OUT OF THE INSURANCE ACT 2015

19.1 You must provide a fair presentation of the risk when setting up the Policy, on an application to vary the policy and at a Rate Review.

19.2 If We would have applied different terms and/or a higher premium if You had fairly presented the risk set out in Clause 19.1, then You agree that We can retrospectively charge the correct higher Premium (and apply any different terms to the Policy). You agree to promptly pay the corrected additional Premium.

19.3 Upon receipt of the corrected additional Premium set out in Clause 19.2, We will pay the claim in full, rather than on the proportionate reduction basis described in Schedule 1 paragraphs 6 and 11 of the Insurance Act 2015. To that extent, Clause 19 contracts out of Schedule 1 paragraphs 6 and 11 of the Insurance Act 2015.

19.4 Other remedies in respect of the duty of fair presentation of the risk are set out at Clauses 15.5 – 15.10 inclusive of this Policy.

20. REMEDIES FOR FRAUDULENT CLAIMS

20.1 To the extent that this Policy provides cover in respect of a person who is not a party to the Policy and a fraudulent claim is made under the Policy by or in respect of that Member, We may exercise the rights set out in Clause 20.2 as if there were an individual insurance contract between Us and the Member concerned. However, the exercise of any of those rights shall not affect the cover provided under the Policy in respect of any other Member.

20.2 If there is a fraudulent claim by or in respect of a Member under this Policy, We will inform the Policyholder and the Member that We cancelled the cover in respect of the

Member with effect from the time of the fraudulent act and that We will seek to recover any sums paid by Us in respect of the claim.

20.3 If We exercise our right to terminate under Clause 20.2, We shall not be liable of any claim made in respect of the Member if it occurred after the time of the fraudulent act.

21. GOVERNING LAW AND JURISDICTION

21.1 This Policy is to be construed and governed in accordance with English and Welsh Law and any dispute shall be subject to the exclusive jurisdiction of English and Welsh Courts.

22. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

22.1 No term or provision of this Policy may be enforced in any circumstances by any third party, whether under the Contracts (Rights of Third Parties) Act 1999, which is hereby excluded, or otherwise. The Policy may be amended or terminated without the consent of, or reference to, any third party.

23. DATA PROTECTION

23.1 For the purposes of this Clause the terms “data controller”, “personal data” and “process” shall have the meanings given to them in the Data Protection Act 1998.

23.2 You agree that We are a data controller in respect of personal data which We receive from You pursuant to this Policy.

23.3 We will process all personal data received pursuant to this Policy in accordance with Our obligations under the Data Protection Act 1998.

23.4 You will be responsible for making any notifications to or obtaining any necessary consents from Members before providing Us with the details set out in Clauses 2.2 and 2.4 to ensure We are entitled to use this information for the purposes set out in Clause 2.7, Clause 2.12, Clause 2.17 and Clause 2.20.

23.5 Where We undertake an Individual Assessment, We will be responsible for obtaining appropriate consents from the individual in respect of data collected during the course of the Individual Assessment.

24. ASSIGNMENT

24.1 You shall not be entitled to assign any of Your rights under this Policy.

25. NOTICES

25.1 Any notice or other communication given under this Policy shall be in writing and may be served by delivering it personally, or sending it by pre-paid first class post, registered or recorded delivery to the relevant address or sent as a .pdf attachment to an email to the relevant email address set out below or such other address or email address as either party may from time to time notify the other in writing.

25.2 Documents relating to the administration and operation of this Policy will be lodged in Our secure on-line document store and will be deemed to have been received as if by e-mail.

25.3 Any notice or other communication given pursuant to this Policy shall be deemed to have been given or received:

a) in the case of dispatch by first class, registered post or recorded delivery, on the third day after its dispatch;

b) in the case of delivery by hand, at the time of its delivery;

c) in the case of email, within three hours of transmission,

provided that if deemed receipt occurs after 17.00 on a Business Day or on a day which is not a Business Day, the notice shall be deemed to have been received at 9.00 on the next Business Day.

26. APPEALS AND COMPLAINTS

26.1 If a claim is declined and You disagree with Our decision You or the claimant can appeal our decision. An email should be sent to claims@ellipse.co.uk outlining the reason for the appeal and attaching any additional information. The claim will be reviewed by an appropriately qualified and experienced assessor who was not involved in the original claim decision. If the appeal process upholds the original decision contact details of the Financial Ombudsman Service will be provided.

26.2 Any complaints You may have should be referred to Us at the following address:

5th floor

15 Bermondsey Square

London SE1 3UN

Tel 020 3003 6160 (Calls may be recorded for training and monitoring purposes.)

or by email to puttingitright@ellipse.co.uk

26.3 If You remain dissatisfied with the outcome of Your complaint and You are an *"eligible complainant"* for the purposes of the Financial Conduct Authority dispute resolution rules ("DISP"), the matter may be escalated to the Financial Ombudsman Service at the address below. Your legal rights will not be affected by contacting this organisation.

Financial Ombudsman Service Ltd,

Exchange Tower

1 Harbour Exchange Square,

London, E14 9SR

Telephone 0800 023 4567

26.4 Any complaint from Members in connection with this Policy should be referred to You. You shall either deal with such complaint or, if appropriate, refer such complaint to Us at the address above. If the Member remains dissatisfied the matter may be escalated to the Financial Ombudsman Service (if eligible). The Member's legal rights are not affected by contacting this organisation.

27. COMPENSATION

27.1 We are covered by the Financial Services Compensation Scheme ("FSCS"). You may be entitled to compensation from the FSCS if We cannot meet Our obligations. This depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS:

Financial Services Compensation Scheme

10th floor, Beaufort House

St Botolph EC3A 7QU Tel 0800 678 1100

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ERGO Lebensversicherung Aktiengesellschaft is authorised by BaFin (the German Federal Supervisory Authority), registration number 1184 and is subject to limited regulation by the Financial Conduct Authority. Details of the extent of Our regulation by the Financial Conduct Authority are available upon request.

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