



SPOUSE/PARTNER GROUP LIFE COVER FOR EMPLOYEES

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:

A handwritten signature in black ink, appearing to be "John King".

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.

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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;
“Adviser”	a firm regulated by the Financial Conduct Authority (or other recognised professional body) who acts on behalf of You;
“Benefit”	the lump sum benefit payable in the event of the death of the Insured Partner of a Member under the terms of this Policy;
“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 or an Insured Partner ceases to be eligible for cover under this Policy as stated in the Policy Schedule;
“Effective Date”	the date from which the Premium 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 stated in the Policy Schedule;
“Employee”	<p>an individual who is either</p> <ul style="list-style-type: none"> (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; or (iii) where We have agreed to include such an individual, a worker engaged through a Zero Hour Contract;

“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 part owner of the business, and is entitled to a proportion of the distributable profits of the partnership;
“Flexible Benefits Scheme Type”	is the basis on which the Scheme is arranged as stated in the Policy Schedule;
“HMRC”	HM Revenue & Customs;
“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;
“Insured Partner”	<p>is, at the date cover commences:</p> <ul style="list-style-type: none"> (a) a person to whom the Member is married; (b) a person with whom the Member has entered into a contractual partnership formally recognised by law under the Civil Partnership Act 2004; (c) a person who is not a relative of a Member, or married to or a civil partner of the Member at the date the cover starts and when cover starts is in a relationship resembling marriage with the Member and has the same main residence as the Member and has done so for at least six months and is either: <ul style="list-style-type: none"> (i) financially dependent on the Member, or

	(ii) in a relationship of mutual dependence with the Member;
“Maximum Benefit”	the maximum level of cover available for each Insured Partner is £250,000;
“Member”	an Employee who is a Member of the Scheme;
“Member Category”	a lump sum Benefit Category listed in the Policy Schedule;
“Minimum Membership Number”	two Members;
“Participating Employer”	an Employer stated as such 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 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 Premium 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 Premium Rates and terms as stated in the Policy Schedule;
“Scheme”	the arrangement under which the Employer(s) promises to pay Benefit in the event of the death of an Insured Partner of a Member;
“Scheme Rules”	the current rules of the Scheme at any given time;

“Temporary Cover”	shall have the meaning provided in Clause XX of this Policy;
“Voluntary Benefits Rules”	where applicable, outline the rules and requirements governing the particular voluntary benefit Scheme;
“We”, “Us” and “Our”	the United Kingdom branch of ERGO Lebensversicherung AG; and
“You” and “Your”	the Employer(s) of the Scheme or Schemes as provide in the application form and identified in the Policy Schedule; and
“Zero Hour Contract”	a contract between You and a worker whereby You are not obliged to provide the individual with any minimum working hours and the individual is not obliged to accept any of the hours offered.

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 Insured Partners 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 Insured Partner the following details:-
- a) name;
 - b) National Insurance number;
 - c) gender;
 - d) date of birth;
 - e) occupation;
 - f) email address;
 - g) lump sum Benefit;
 - h) Member's normal working location (postcode if in the United Kingdom or country is outside the United Kingdom)
 - i) copies of the terms of acceptance for Insured Partners who have been individually assessed by the previous insurers.

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 and the Benefits were insured under a group life policy immediately prior to the Policy Start Date We will request payment based on the estimated annual premium in the Quotation. 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 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 estimated annual premium.

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

- a) a list of all Insured Partners as at the Data Refresh Date. The list should include in respect of each Insured Partner the following details:-
 - i. name;
 - ii. National Insurance number;
 - iii. gender;
 - iv. date of birth;
 - v. occupation;
 - vi. email address;
 - vii. lump sum Benefit.
 - viii. Member's normal working location (postcode if in the United Kingdom or country is outside the United Kingdom)
- b) the date on which any individual ceased to be an Insured Partner.

You must ensure that the data You give Us accurately reflects any benefit 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.

Payment of Premium

2.5 Premiums are payable on a monthly or quarterly basis.

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

2.7 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.

2.8 The same amount of Premium will be payable for subsequent Accounting Periods until notice is given by Us pursuant to Clause 2.9 or Clause 3.2 or Clause 3.9.

- 2.9 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.
- 2.10 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 2.9.
- 2.11 Any additional Premium required will be collected by Us by direct debit.
- 2.12 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.
- 2.13 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.
- 2.14 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 2.13.

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) there is a change in legislation, regulation, HMRC practice or taxation which affects the treatment of this Policy; or
 - b) there is no longer an Adviser acting for You in connection with this Policy; or
 - c) You did not give 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 be 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 following information to assess whether any changes should be made to the terms and conditions of the Policy or the Premium Rates:
- a) date of birth of the Insured Partner;
 - b) gender of the Insured Partner;
 - c) Benefit in respect of the Insured Partner;
 - d) Member's salary;
 - e) Member's normal working location (postcode if in the United Kingdom or country is outside the United Kingdom).

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 the Premium Rates on the Rate Review Date on the 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 3.4 We will give You one calendar month's notice of the change in writing. We will issue an amended version of the Policy and a new Policy Schedule once the Rate Review is complete. This notice period will not affect the effective date of the change.

SECTION C – THE LIFE ASURANCE 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 the Benefit (the “scheme benefit”), and in consideration of the Premium, We agree to insure the Benefit, upon the terms of this Policy.
- 4.2 If, immediately prior to the Policy Start Date, the Benefits were insured under a group life assurance policy with an identical benefit structure to this Policy and there has been no material change in the number of Insured Partners or the Eligibility Conditions, then We will accept the previously insured level of Benefit in respect of each Insured Partner, up to £250,000, subject to Clause 4.3, subject to You providing satisfactory evidence of the level of cover and the details of any special terms and conditions to Us.
- 4.3 If, immediately prior to the Policy Start Date, the Benefits were insured under a group life assurance policy, where the benefit in respect of an Insured Partner was limited following an Individual Assessment or for non-provision of medical evidence, the Benefit under this Policy will be limited to match the terms of the benefit under the previous policy.
- 4.4 Where the Benefits were not previously insured, cover in respect of an Insured Partner will not commence until the Individual Assessment for the Insured Partner has been completed and cover confirmed by Us. The Policy will not commence until at least two Insured Partners have completed the Individual Assessment and We have confirmed that cover will be offered.

5. COVER FOR MEMBERS JOINING AFTER THE POLICY START DATE

- 5.1 Members must meet the Eligibility Conditions set out in the Policy Schedule. Cover will commence when each of the following conditions are met:
- a) We have conducted an Individual Assessment of the Insured Partner and notified You and the Insured Partner of the outcome; and

- b) We have agreed in writing that cover can be provided under the Policy in respect of the Insured Partner and informed You of the date on which cover will commence; and
- c) You, and the Insured Partner, as appropriate, meet all of the special conditions, special terms, or underwriting requirements specified in writing by Us.

5.2 You must give Us written notice immediately of new Members after the Policy Start Date. If You fail to notify Us of individuals who meet the criteria in Clause 5.1 these individuals will not have any cover.

6. CHANGES TO COVER LEVEL

- 6.1 Any increase in Benefit selected by a Member is subject to Individual Assessment. No increase will take place until it is confirmed by Us.
- 6.2 If the level of Benefit selected by the Member is reduced and subsequently increased, such increases will be subject to an Individual Assessment and the increase will not commence until it has been confirmed by Us.
- 6.3 You must give Us written notice immediately if a Member selects to increase their Benefit. If You fail to notify Us of individuals who meet the criteria in Clause 6.1 these individuals will not be covered for the increase in Benefit.

7. INDIVIDUAL ASSESSMENT AND TEMPORARY COVER

- 7.1 Whilst the Individual Assessment process is taking place, You will receive Temporary Cover in respect of the Insured Partner in question for the 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 Insured Partner has received treatment for, suffered symptoms of, 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 5.2 or Clause 6.3; and
 - 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 Insured Partner declined, restricted

due to failure to provide medical evidence, postponed or accepted on non-standard terms.

No Temporary Cover will be available for Insured Partners requiring cover past the Date Cover Ceases.

- 7.2 The Temporary Cover will commence from the date of receipt by Us of the notice given pursuant to Clause 5.2 or Clause 6.3 and will be in place until the earlier of completion of the Individual Assessment and 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.
- 7.3 If the Insured Partner's previous accepted level of cover was provided by another insurer, You must provide satisfactory evidence of the level of cover and any special terms and conditions to Us.
- 7.4 The Individual Assessment will be undertaken by way of a secure online questionnaire. Any further information or tests required by Us to complete the Individual Assessment will be communicated to the Insured Partner.
- 7.5 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, the Employee or the Insured Partner in attending a medical examination, undergoing any test or in supplying any other information.
- 7.6 Where Insured Partners are outside the United Kingdom and further medical information is required to enable Us to complete Our assessment, the Insured Partner 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 Insured Partner may also be required to undertake another set of tests with an approved centre or provider.

We will reimburse the Insurer Partner 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 exchange rate used for reimbursement will be Our banker's rate of exchange on the date of reimbursement. All results and/or reports must be provided in English.

Insured Partners requiring cover past the Date Cover Ceases

7.7 Where You seek cover in respect of an Insured Partner beyond the Date Cover Ceases You will have no cover in respect of the Insured Partner in question until We have completed the Individual Assessment and confirmed cover.

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

8. TEMPORARY ABSENCE FROM WORK

8.1 Where a Member is absent from work, cover will remain in place while they are still considered an Employee unless cover ceases pursuant to Clause 13.

9. MEMBERS OR INSURED PARTNERS WORKING OUTSIDE THE UNITED KINGDOM

9.1 Cover will continue whilst the Member is working outside the United Kingdom temporarily or on secondment provided:

- a) the Member remains a Member of the Scheme; and
- b) the Member has a contract of employment or for services with a Participating Employer; and
- c) the country of secondment is declared for each Member at the Policy Start Date and at each Data Refresh Date.

9.2 Cover will continue whilst the Insured Partner is working outside the United Kingdom temporarily or on secondment provided:

- a) the Member remains a Member of the Scheme; and
- b) the Member has a contract of employment or for services with a Participating Employer; and
- c) the country of secondment is declared for each Insured Partner at the Policy Start Date and at each Rate Review.

9.3 Where a Member or Insured Partner is working outside the United Kingdom the amount of salary and Benefit advised at each Data Refresh Date must be expressed in pounds sterling. The exchange rate will be based on the Bank of England exchange rate and will be fixed at each Data Refresh Date. Therefore in the event of a claim

where a Member is not paid in pounds sterling, and where Benefit is based on a multiple of salary, the Benefit will be calculated based on the exchange rate agreed at the most recent Data Refresh Date before the date of death.

SECTION D – LUMP SUM BENEFITS

10. LUMP SUM BENEFIT

- 10.1 In the event of the death of an Insured Partner of a Member, We will pay the Benefit in respect of that Insured Partner.
- 10.2 The amount of the lump sum Benefit will be the level of cover confirmed by Us.
- 10.3 The lump sum Benefit will be paid to the Member of the Scheme and will be in full and final settlement of Our liabilities for that claim.
- 10.4 The lump sum benefit is payable in pounds sterling.

SECTION E – MAKING A CLAIM

11. MAKING A CLAIM

- 11.1 You must notify Us as soon as possible following the death of an Insured Partner by telephoning Our claims team on 020 3003 6161 or such other number as notified to You from time to time. We will then issue a claim form for You and the Member to complete, sign and return to Us.
- 11.2 You must provide Us with all information requested by Us to investigate the claim properly. This information may include any of the following:
- a) the original death certificate (photocopies are not acceptable);
 - b) proof of Membership in respect of the Member;
 - c) the marriage certificate, civil partnership certificate and/or other evidence required by Us; or
 - d) any other information, evidence, test, evaluation or report that may be required from time to time by Us.

We will not pay claims where Premium is outstanding.

- 11.3 We are not responsible for any errors or omissions from any information or evidence provided to Us from any source.
- 11.4 Once We determine that a claim is valid We will pay the lump sum Benefit to the Member within five days subject to Us having valid payment details. Payments will only be made to United Kingdom bank accounts.

SECTION F – TERMINATION

12. TERMINATION OF THE POLICY AS A WHOLE

- 12.1 This Policy does not have a termination date.
- 12.2 You shall be entitled to terminate this Policy at any time by giving Us notice in writing stating the date on which You want cover to cease.
- 12.3 We shall be entitled to terminate the Policy immediately if:
- a) You do not pay Premium when due; or
 - b) You do not comply with any term of this Policy; or
 - c) You do not provide the data required under Clauses 2.2 and 2.4 within 90 days of receipt of a request; or
 - d) You do not provide any information requested by Us in accordance with the Policy terms within 90 days of receipt of a request; or
 - e) an Employer stated in the Policy Schedule ceases to carry on business, or if any order is made or resolution passed for the winding up of that Employer;
 - f) there is a change in legislation, regulation, HMRC practise or taxation which affects this Policy.
- 12.4 If the Policy is terminated under Clause 12.2 or Clause 12.3 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 it 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.
- 12.5 If the Policy is terminated under Clause 12.2 or Clause 12.3, no Benefit shall be payable in respect of the death of any Insured Partner after the effective date of termination of this Policy.

Setting up the Policy

- 12.6 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.

- 12.7 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

- 12.8 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 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.

- 12.9 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

- 12.10 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.

- 12.11 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

- 12.12 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.

13. TERMINATION OF COVER IN RESPECT OF MEMBERS AND INSURED PARTNERS

13.1 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 retires;
- e) the Insured Partner is no longer ordinarily resident in the United Kingdom;
- f) the Member or the Insured Partner reaches the Date Cover Ceases, unless We have agreed that their cover can be continued;
- g) the Insured Partner dies;
- h) Premiums are not paid in respect of the Insured Partner;
- i) cover for the Insured Partner is ceased by the Member
- j) on divorce, dissolution or ceasing to meet the definition of Insured Partner.

13.2 In any event no cover is provided under this Policy if the Member or Insured Partner is aged 75 or over.

SECTION G – MISCELLANEOUS

14. EXCLUSIONS AND LIMITS

- 14.1 No Benefit will be payable in respect of a deceased Insured Partner where the cause of death was one of the excluded causes listed in the Policy Schedule.
- 14.2 Any limits applied as a result of Our conducting an Individual Assessment will be notified to You and the Insured Partner separately in writing.

15. CONTRACTING OUT OF THE INSURANCE ACT 2015

- 15.1 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.
- 15.2 If We would have applied different terms and/or a higher Premium if You had fairly presented the risk set out in Clause 15.1, 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.
- 15.3 Upon receipt of the corrected additional Premium set out in Clause 15.2, 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 15 contracts out of Schedule 1 paragraphs 6 and 11 of the Insurance Act 2015.
- 15.4 Other remedies in respect of the duty of fair presentation of the risk are set out at Clauses 12.6 – 12.12 inclusive of this Policy.

16. REMEDIES FOR FRAUDULENT CLAIMS

- 16.1 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 16.2 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.

- 16.2 If there is a fraudulent claim in respect of an Insured Person 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.
- 16.3 If We exercise our right to terminate under Clause 16.2, We shall not be liable in respect of the death of the Insured Person if it occurred after the time of the fraudulent act.

17. GOVERNING LAW AND JURISDICTION

- 17.1 This Policy is 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.
- 17.2 This Policy has no surrender value and cannot be assigned without Our prior written permission.
- 17.3 We shall not be deemed to provide cover and shall not be liable to pay any claims or provide any Benefit hereunder to the extent that provision of such cover, payment of such claims or provision of such Benefit would expose Us to any sanction, prohibition or restriction under United Nations resolution or trade or economic sanctions, laws or regulations of the European Union or United States of America (provided that this does not violate current European Union regulations and/or German law).

18. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 18.1 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.

19. DATA PROTECTION

- 19.1 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 2018.
- 19.2 We process personal data for the purposes of providing insured Benefits for the benefit of Your Employees and their families in accordance with the Data Protection

Act 2018. Full details can be found in Our privacy notice <https://ellipse.co.uk/data-protection/>.

- 19.3 You agree that We are the data controller in respect of personal data which We receive from You pursuant to this Policy.
- 19.4 We will process all personal data received pursuant to this Policy in accordance with Our obligations under the Data Protection Act 2018.
- 19.5 We will be responsible for obtaining appropriate consents from the Insured Partner in respect of data collected during the course of the Individual Assessment.

20. NOTICES

- 20.1 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.
- 20.2 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.
- 20.3 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 09.00 on the next Business Day.

21. APPEALS AND COMPLAINTS

- 21.1 If a claim is declined and You disagree with Our decision You or the Member 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.

21.2 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

21.3 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,

Exchange Tower

London, E14 9SR

Telephone 0800 023 4 567

21.4 Any complaint from Members or Insured Partners 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 or Insured Partner 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.

22. COMPENSATION

22.1 We are covered by the Financial Services Compensation Scheme (“FSCS”). You may be entitled to compensation from the scheme 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

PO Box 300

Mitcheldean

GL17 1AY

Tel 0800 678 1100

Ellipse is the trading style of the UK Branch of ERGO Lebensversicherung Aktiengesellschaft, which is registered in England. Registration Number: BR010594.

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ERGO Lebensversicherung Aktiengesellschaft is a German insurance company with its Head Office in Dusseldorf and 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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