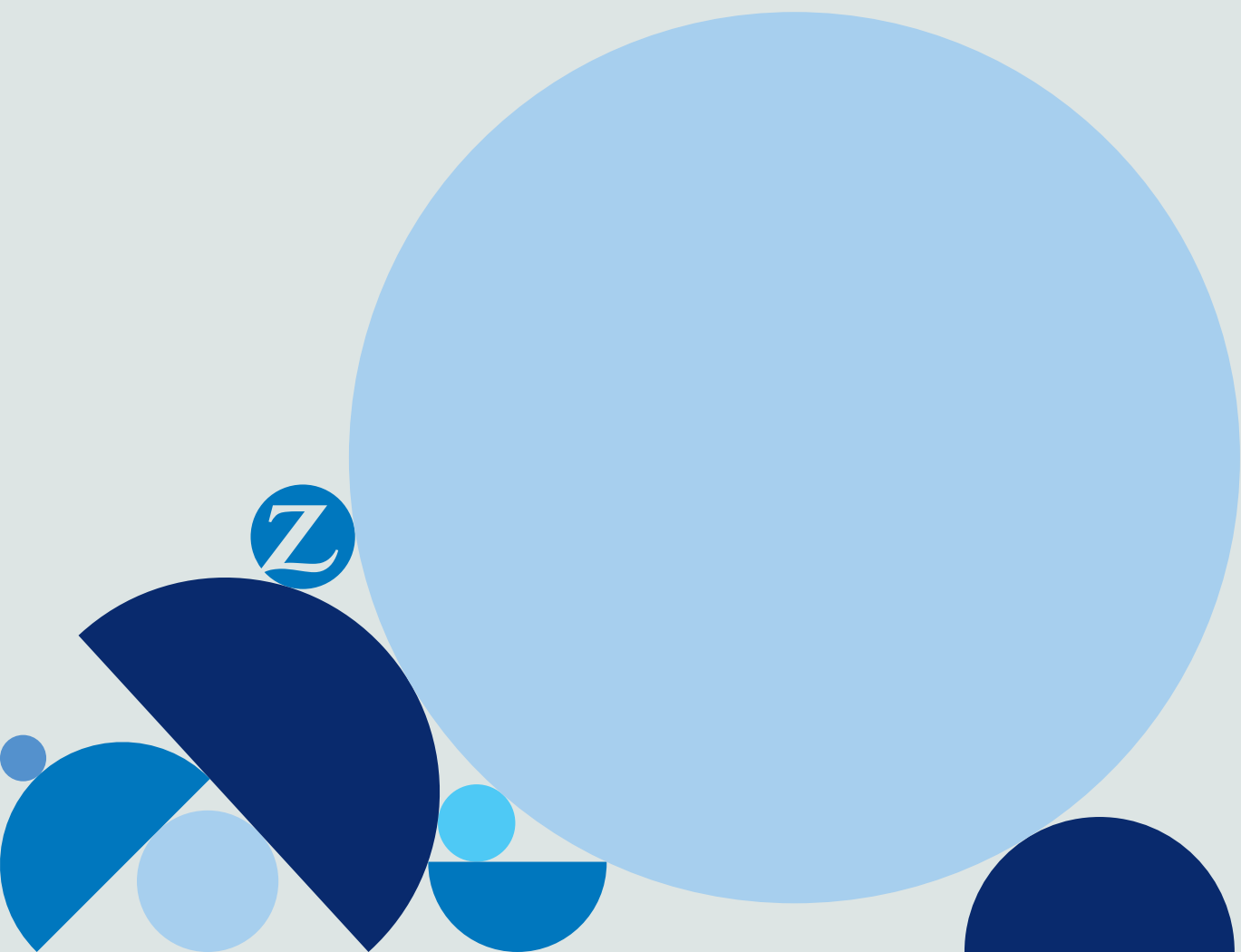



# Flexible Group Income Protection Policy

Terms and conditions



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# Terms and conditions – your contract with us

This Flexible Group Income Protection Policy is a 'non-consumer' contract for use by commercial customers in the ordinary course of their business or profession. It's provided by Zurich Assurance Ltd so where we refer to 'we', 'us' or 'our' we mean Zurich Assurance Ltd. By 'you' or 'your' we mean the policy owner.

Where we refer to the 'policy' we mean this booklet which gives a full description of the terms and conditions that apply generally, and your Policy Schedule which together show the specific terms of your policy.

The terms and conditions and your Policy Schedule state the legal contract between you and us.

Please keep both documents in a safe place.

It's the policyholder's responsibility to ensure that the benefits provided meet the requirements of the Equality Act 2010, you'll therefore need to check this is the case.

Whilst Members may make elections under this policy Third Party Rights are excluded (See section 14.7) and the policy has been classed as appropriate to 'commercial' customers in the context of the Financial Conduct Authority's Conduct of Business.

# Interpretation and definitions

We've tried to use plain language in the policy but avoiding all technical terms is difficult. Where we've used them, or where words or phrases have a specific meaning, we've explained them below. We've used capital initial letters to highlight the use of these words or phrases in this document.

Where the details in the Policy Schedule differ from or conflict with anything in these terms and conditions, the details in the Policy Schedule will prevail.

Any statutory provision we refer to will include reference to any consolidation, modification, re-enactment, replacement or regulations made under any of these statutory provisions that are in force from time to time.

For equity partners of a partnership or members of a limited liability partnership (partnership members), references in these terms and conditions to:

- 'employee' or 'employees' should be interpreted to include partnership members
- 'normal occupation', 'employment' and 'employed' should be interpreted as actively working in the business of the partnership or limited liability partnership as appropriate
- 'contract' or 'contracts of employment' should be interpreted to include the partnership members' partnership agreement.

However, membership must be compulsory for all partnership members and not be voluntary or linked to membership of a pension scheme.

Words importing the singular include the plural and vice versa and words importing a gender shall include all genders. The words "include" and "including" shall not be construed as words of limitation.

**Actively At Work** means an employee who:

- hasn't received medical advice to refrain from work
- isn't absent from work or restricted from working due to illness or injury; and
- is actively following their normal occupation.

This means working at their normal capacity for the normal number of hours required by their contract, either at their normal place of business or at a place where the business requires them to work.

If an employee becomes eligible to be included in the policy on a day that isn't a working day, we'll treat them as Actively At Work unless their medical record shows that they were suffering from a medical condition that would reasonably have been expected to prevent them working normally.

**Automatic Acceptance Limit** means the maximum level of benefit that we'll automatically allow, without medical underwriting, for Members who are included in the policy when they're first eligible and satisfy the Actively At Work requirements.

We normally express this limit as a benefit level. The Automatic Acceptance Limit for the policy is in your Policy Schedule.

**The Automatic Acceptance Limit** won't automatically apply to Discretionary Entrants. We'll inform you in writing if we agree to provide any cover without Underwriting for a Discretionary Entrant who's admitted as a Member.

**Benefit Payment Period** means the period that we'll pay the Income Benefit for Incapacity connected directly or indirectly to the same cause for that period. We'll combine periods of Incapacity to calculate how long we've paid the Income Benefit. The Benefit Payment Periods which apply are detailed in your Policy Schedule.

**Core Cover** means the minimum level of Income Benefit and Benefit Payment Period which Members can elect and is shown in your Policy Schedule.

**Default Cover** means the level of Income Benefit and Benefit Payment Period which applies to all employees who meet the Eligibility and Actively At Work requirements in the absence of an election. The Default Cover that applies is in your Policy Schedule

**Deferred Period** means the period of time that starts when the Member satisfies the definition of Incapacity, and throughout which the Member must be Incapacitated before we'll start to pay the Income Benefit.

The Deferred Period that applies for each Member category is in your Policy Schedule.

**Discretionary Entrant** means an employee you wish to include in the policy, but who doesn't meet the conditions for normal inclusion or is included at a date that isn't their first opportunity.

**Eligible Employee** means a person who meets the eligibility conditions for a Member category shown in your Policy Schedule.

**Employment and Support Allowance** means the annual equivalent amount of state benefit payable due to limited capacity to work introduced in the Welfare Reform Act 2007.

**Entry Date** means the date when an Eligible Employee is included in the policy. The Entry Date for each eligibility category is shown in your Policy Schedule.

**Incapacity or Incapacitated** means an illness or injury that causes the Member to be unable to work and is applicable under this policy. The Incapacity definition that applies is in your Policy Schedule. The Member must be under the regular supervision and treatment of a Medical Practitioner. We can ask for medical evidence at regular intervals throughout a claim.

Our Incapacity definitions are shown below. To include some occupations, we may need to use an amended definition, a 'Benchmark' occupation, or a combination of definitions.

For any of the following definitions of incapacity, we won't consider the Member to meet any definition of incapacity if the reason for the Member being unable to perform the Material And Substantial Duties is due to a breakdown in an employment relationship.

### Standard

The Member cannot perform the Material And Substantial Duties of their employment and they're not doing any paid work.

If a Member's occupation requires them to hold a licence or certificate that depends on them being physically or mentally fit – for example, HGV drivers, PSV drivers or pilots, then the 'Suited' definition of incapacity will apply.

### Suited

The Member cannot perform the Material And Substantial Duties of their current employment, or any other occupation they could do because of their transferable skills, training or experience at that time and they're not doing any paid work.

Any other occupation should provide a reasonable, though not necessarily comparable, salary and status to the current occupation.

### Benchmark

The Member cannot perform the Material And Substantial Duties of both a Benchmark occupation (an occupation we use for comparison) and their employment, and are not doing any paid work.

The Benchmark occupation will be one you select and we agree when setting up the policy. It will relate to a specific category of Member and will be an occupation that can reasonably be viewed as broadly similar to the Member's usual occupation.

**Income Benefit** means an amount of benefit intended to partially replace income in respect of an Incapacitated Member. The benefit basis that applies is in your Policy Schedule.

**Life Style Event** means one of the agreed Life Style Events as shown in your Policy Schedule

**Material And Substantial Duties** means the duties that are the primary activities for which a Member is employed that take up a significant proportion of their time. They're also activities that the Member or their employer cannot reasonably change or stop.

For Suited or Benchmark incapacity definitions, these duties will be those of the relevant suited occupation generally.

For any Incapacity definition, the Material And Substantial duties won't include:

- travel from the Member's residence to their place of work
- working in excess of 48 hours a week.

**Medical Practitioner** means a person who's registered with the General Medical Council in the United Kingdom (UK), or for Members overseas, the equivalent body in the relevant country.

**Member** means any person included in the policy (see section 2).

**Monthly Member Premium** means the monthly premium in respect of a Member.

**Monthly Review Date** means the day in each month as shown in your Policy Schedule.

**Policy Review Date** means the day following the end of the Rate Guarantee Period when we may revise the premium rate we've applied to this policy and vary the policy terms and conditions.

**Policy Salary** means the salary basis agreed between us for each eligibility category as shown in your Policy Schedule.

**Policy Schedule** means the part of your policy document that shows the specific terms of your policy.

**Policy Start Date** means the date the policy starts as shown in your Policy Schedule.

**Policy Year** means whichever of the following periods apply:

- from the Policy Start Date to the first Yearly Revision Date, or the date the policy is cancelled if earlier
- one Yearly Revision Date to the next Yearly Revision Date, or the date the policy is cancelled if earlier.

**Rate Guarantee Period** means the period during which we guarantee not to change our premium rates or policy terms and conditions (except in the circumstances described in section 8.5 and sections 11 and 13). At the Policy Review Date we'll review premiums and set a new Policy Review Date. Your Policy Schedule shows the rate guarantee end date.

**Retail Prices Index (RPI)** means the general index of retail prices compiled by the Office for National Statistics and is the main domestic measure of inflation in the UK. It measures the average change each month in the prices of goods and services purchased by most households in the UK. If the RPI is no longer published, we'll use any other official index that is adopted in its place.

**Terminating Age** means the age the Member's cover will end. This is shown in the Policy Schedule.

**TUPE** – Transfer of Undertakings (Protection of Employment) Regulations 2006.

**Underwriting** means the process of assessing risks and setting premiums.

**Yearly Revision Date** means the anniversary of the policy, as shown in your Policy Schedule, or any other date that we and you agree in writing when the premiums are reconciled.

## 1. The Flexible Group Income Protection Policy

The policy provides insurance that pays you a regular Income Benefit for the duration of the Benefit Payment Period if a Member:

- has an Incapacity for longer than the Deferred Period; and
- suffers a loss of earned income.

We'll pay a lower Income Benefit in proportion to a Member's loss of earnings if their Incapacity means they cannot return to their normal job but can, and do, undertake a part-time or different lower-paid job.

The policy may include additional protection to enable you to pay associated expenses such as pension scheme contributions or your national insurance contributions, or both.

Your Policy Schedule shows if any additional protection is included. Section 5 gives more information about these benefits.

## 2. Membership

### 2.1 Eligibility conditions

An Eligible Employee must be included in the policy automatically as a Member from:

- the Policy Start Date, if they meet the eligibility conditions by that date; or
- the Entry Date, if they meet the eligibility conditions after the Policy Start Date.

Default Cover for a Member under the policy will start from the Policy Start Date or, if later, the Entry Date if the Member is Actively At Work on that date.

The eligibility conditions that apply are shown in your Policy Schedule.

The Member must be employed in the UK or, if they're based or seconded abroad, employed by a UK employer in the circumstances described in section 2.4.

Where membership of the employer's pension scheme is an eligibility condition for inclusion in the policy, we'll treat any employees who don't join that scheme within 12 months of the date of their first opportunity to join that scheme as Discretionary Entrants – see section 2.5.

### 2.2 Member Elections

Upon meeting the eligibility conditions for the first time, Members can elect to change from Default Cover to any of the levels of Income Benefit and/or Benefit Payment Periods available in respect of them. Increases in the level of Income Benefit or Benefit Payment Period will be subject to the Member meeting the Actively At Work requirements on the Policy Start Date or Entry Date if later.

Members can also elect to change their level of Income Benefit and/or the Benefit Payment Period for cover in respect of them at subsequent Yearly Revision Dates, or where applicable within one month of a permitted Life Style Event.

The permitted Life Style Events, levels of Income Benefit and Benefit Payment Periods which are available and the requirements which must be satisfied when an election is made are shown in your Policy Schedule.

The change in cover will commence on the Policy Start Date or on the earlier of the next Yearly Revision Date or Monthly Review Date following the election being made and the requirements being met.

If the employee isn't Actively At Work on the policy start date or date an election is made, no increase in cover will be permitted. Additional requirements may also need to be met, where these apply they'll be detailed in the Policy Schedule.

### 2.3 Actively At Work requirements

If the Actively At Work requirements vary from our standard definition, we'll show them on your Policy Schedule.

#### Members who are absent from work when the policy starts

We'll treat Members as Actively At Work if they're on pre-arranged absence, for example, maternity or paternity leave or holiday unless their medical record shows they were suffering from a medical condition that would reasonably have been expected to prevent them working normally.

#### New policies

If the Member isn't Actively At Work for any reason on the day cover starts, they won't be covered. Default Cover will start when the Member is next Actively At Work.

#### Cover transferred from another insurer

For benefits provided by the previous insurer where they have been disclosed to and agreed by us, if the Member isn't Actively At Work on the day before cover transfers to us, they won't be covered. Cover will start when the Member is next Actively At Work.

#### New Members of an existing policy

If the Member isn't Actively At Work on the day they're eligible to join, they won't be covered. Default Cover will start when the Member is next Actively At Work.

### 2.4 Members on secondment

Where a member is seconded to a country other than the UK the member must have a contract of employment with a UK employer covered by the policy.

Cover will be provided for a maximum period of up to three years.



### Members resident overseas

Cover will only be provided for members that are resident overseas where we've been notified of and agreed to provide cover in respect of them in that country.

Cover will cease if:

- the member ceases to have a contract of employment with a UK employer covered by the policy
- the member ceases to be resident in the country cover was agreed for unless they've returned to the UK.

If you require cover for a member who will be resident overseas you must notify us in advance and we may agree terms.

You must continue to provide us with information as explained in sections 9 and 12.

## 2.5 Discretionary Entrants

We'll consider including Discretionary Entrants in the policy.

Discretionary Entrants must give us details of their health and activities, and any other information that is relevant to assess the risk, before we can consider including them in the policy. We'll confirm if we include any Discretionary Entrants.

The Automatic Acceptance Limit won't automatically apply to Discretionary Entrants.

If you provide evidence that a Discretionary Entrant is a new recruit and that cover will replace cover with their immediate former employer, we may agree to waive the need for health and activity details for that Discretionary Entrant.

## 2.6 Automatic Acceptance Limit

We may change the Automatic Acceptance Limit at the end of the Rate Guarantee Period (see section 11) or at any other time in the situations explained in section 13.

## 2.7 Underwriting

We'll need to carry out Underwriting if:

- the total Income Benefit elected by the Member is above the Automatic Acceptance Limit; or
- at a subsequent Yearly Revision Date or where applicable within one month of a permitted Life Style Event the Member elects to increase the Benefit Payment Period.

You must tell us if:

- the benefit elected by the Member is above the Automatic Acceptance Limit
- an existing Member's benefit increases above this limit; or
- the Member elects to increase their Benefit Payment Period.

The information we'll need may include:

- evidence of the employee's health and activities
- any other evidence we need to decide whether there is an increased risk that the employee may suffer from Incapacity in the future.

We may impose special terms if our Underwriting finds that the Member:

- has a medical condition or an increased risk of developing a condition; or
- is involved in hazardous pursuits.

This may result in an additional premium or restricted cover for that Member. If this happens, we'll tell you in writing the terms that apply.

## 2.8 Forward underwriting

Once we've completed our Underwriting and agreed the terms of cover for a Member, we'll apply these to future increases which occur as a result of an increase in Policy Salary. However, there may be circumstances when we'll limit, or not apply, the terms we've agreed for future increases for individual Members.

## 3. When Membership ends

Membership will end on the earliest date on which any the following Events occur:

- the Member reaches the Terminating Age shown in the Policy Schedule, unless we agree to extend cover for a Member beyond the Terminating Age
- the Member no longer meets the eligibility conditions shown in the Policy Schedule
- the Member is no longer employed by you or any participating employer we've agreed to include in the policy, unless we continue to pay the benefit (see section 6.5)
- the Member ceases to be covered under section 6.5
- the Member is no longer employed in the UK, except where we've agreed to provide cover in the circumstances described in section 2.4
- on expiry of the Benefit Payment Period, if this applies see section 6.0
- on expiry of the Member's fixed-term contract of employment in force at the time the Incapacity began unless we agree to treat the employee as a permanent Member (see section 6.1)
- the Member ceases to be included in the monthly data; or
- the policy is cancelled (see section 7).

We won't pay any benefits to any Member who becomes Incapacitated but whose Membership ends before the end of the Deferred Period.

### 3.1 Members who are temporarily absent

If a Member is away from work for reasons other than illness or injury, including maternity or paternity leave or holiday, and is still receiving pay, we'll treat them as a Member for up to 12 months' temporary absence. Their cover will be the amount of benefit the policy provided on the day before their absence began.

If the Member is away for reasons other than illness or injury and isn't receiving pay, the Member can be covered for up to 12 months at the level in force on the day before the absence began provided that:

- there is an agreed date of return in writing, between the employer and employee
- the employee remains an employee and has a right to return to work to the same occupation
- the absent member continues to be included in the data and premiums are paid in respect of the member.

Where cover is continued during unpaid temporary absence, the Income Benefit will be paid one month in arrears from the later of a complete month after:

- the Deferred Period; or
- the agreed date of return.

We may agree to continue to include them as a Member for longer than 12 months in some circumstances, for example if they're:

- called up as a regular reservist, a volunteer reservist; or
- seconded to work that we agree is of national importance.

If the Member is away for reasons other than illness or injury and isn't receiving pay, you must tell us if you want to continue to include them so we can agree the terms.

## 4. Policy benefits

We'll pay the Income Benefit at the end of the Deferred Period for a Member who meets the Incapacity definition or definitions shown in your Policy Schedule.

Once a Member is Incapacitated, we'll use the terms and conditions of the policy at the date the Incapacity occurred to determine benefit entitlement.

### 4.1 When the Income Benefit starts

For each consecutive complete month after the later of the Deferred Period or the agreed date of return, that the Member remains Incapacitated, we'll pay you, in arrears, one-twelfth of the yearly benefit. For any incomplete month the amount of benefit will be proportionate to the number of days during that month the Member is Incapacitated.

We may link a Member's periods of Incapacity to decide when the Deferred Period ends. We'll do this if:

- the Member suffers separate periods of Incapacity from the same cause, each lasting at least five consecutive working days; and
- the total time that has passed since the first period of Incapacity started is no more than twice the Deferred Period.

If a Member returns to work during the Deferred Period in a reduced capacity as part of their rehabilitation programme, we'll consider a claim for partial Income Benefits at the end of the Deferred Period. You should tell us immediately if this happens so we can consider the circumstances and inform you whether we'll pay a claim for partial Income Benefit payment.

### 4.2 Additional protection

If the policy includes any additional protection to cover employer pension scheme contributions or national insurance contributions (see section 5), we'll pay an additional benefit to you during any period when the Income Benefit is paid for a Member as long as they remain an employee.

If the Income Benefit increases in line with your escalation or indexation rate, the amount of benefit we pay will change each year (see section 5.4).

### 4.3 How we calculate the Income Benefit

We calculate yearly rate of Income Benefit using the benefit basis that applies for each eligibility category subject to the Maximum Member's Income Benefit set out in your policy schedule

If escalation or indexation applies (see section 5.4).

There are two types of cover.

#### Gross pay policy

We specify the Income Benefit using the same basis on which you selected.

If you requested that we deduct a fixed amount or an amount to offset state benefits, the amount will be deducted whether or not the Member applies for or receives this state benefit. The deduction will be the amount the Member would receive if they were awarded this benefit. The amount deducted, set out in your policy schedule, will be one of the following:

- basic Employment and Support Allowance
- basic Employment and Support Allowance and the Support component
- single person's Long-Term Incapacity Benefit. The basic long term state incapacity benefit is a former state benefit. The Department for Work and Pensions still provides it for some people.

In the event that the Department for Work Pensions ceases to publish a figure for any state incapacity benefit, we'll continue to apply the last published amount, increasing the amount annually on the yearly revision date by the same percentage that the retail prices index increased over the preceding 12 months.



The amount won't be reduced in a deflationary period where there is an annual decrease in the retail prices index.

If the Income Benefit you specified is a fixed amount, you cannot deduct an amount for state incapacity benefits.

Your Policy Schedule shows if deductions apply.

Income Benefit includes the Member's pension contributions (see section 5.2).

Your Policy Schedule will show any other maximum Income Benefit calculation that applies to your policy.

### **Integrated policy**

We only deduct an amount to offset Employment and Support Allowance if the Member receives it.

We expect the Member to apply for the Employment and Support Allowance. If the Member receives it, we'll deduct the benefit the Member receives and pay the balance. However, if a Member chooses not to apply for it, we'll calculate their Income Benefits as if they had qualified for the basic Allowance and deduct this amount.

## **4.4 What about other income the Member receives?**

Other income received by the member will be deducted so that when added to the Income Benefit it doesn't exceed the relevant maxima.

If the Member's Income Benefit is subject to PAYE the maximum will be the greater of 80% of the Member's pre incapacity earnings or the Member's Policy Salary.

If the Member's Income Benefit is subject to Schedule D the maximum will be the greater of 50% of the Member's pre incapacity earnings or the Member's Policy Salary.

Other income will include but isn't limited to:

- payments from the employer unless they were being received before the start of incapacity
- payments from a retirement pension unless:
  - they were being received before the start of the incapacity
  - they become automatically payable as a result of the Member reaching the given age.

We won't reduce the Benefit we'll pay in respect of:

- payments from the Member's own income protection policy
- income support or other means-tested state benefits
- income from savings and investments
- taxable value of any royalties from any patent or copyright, or profit from selling shares or securities; or
- income received in respect of holiday entitlement.

## **5. Optional additional protection**

Your Policy Schedule will show if your policy includes any of the following additional protection:

5.1. Employer's pension scheme contributions.

5.2. Member's pension scheme contributions.

5.3. Employer's national insurance contributions.

5.4. Escalation or indexation during claim.

5.5. Continuing cover after the Terminating Age.

### **5.1 Employer's pension scheme contributions**

If this applies, the cover includes a yearly amount payable to you, when the Income Benefit is paid for the Member, to maintain the regular employer contributions you pay to an employer-sponsored pension scheme in respect of the Member. The total of the insured employer's pension scheme contribution for a Member must not exceed 35% of Policy Salary or £75,000 a year – whichever is lower. If the Member leaves service, this payment will stop.

### **5.2 Member's pension scheme contributions**

If this applies, the Income Benefit includes a yearly amount payable to you, when the Income Benefit is paid for the Member, to maintain the Member's regular standard contributions paid to an employer-sponsored pension scheme (normally based on a percentage of salary). However, this must not take their Income Benefit over the relevant maximum.

We don't cover other types of contributions or arrangements where regular standard contribution rates don't apply. If contribution rates vary by age, we'll base the Income Benefit on the Member's contribution rate when Incapacity started.

### **5.3 Employer's national insurance contributions**

If this applies, the cover includes an amount payable to you, when the Income Benefit is paid for the Member, to cover the employer's national insurance liability on the Member's Income Benefit. We'll adjust cover for any changes in national insurance contribution rates. However, any such changes won't affect the amount we pay for Members already claiming. If the Member leaves service, this payment will stop.

### **5.4 Escalation or indexation during claim**

If your policy includes escalation or indexation during claim, we'll increase the benefits each year on the anniversary of the date the Member became entitled to payments.

Your Policy Schedule will show the rate of increase, which can be 2.5%, 3% or 5%, and whether the rate of increase will be limited to the yearly increase in the RPI if this is less than the rate you select.

If you limit the rate of increase of a Member's benefit to the increase in the RPI, the Member's benefit will increase by the same percentage as the RPI increased over the 12 month period that ended two months before the anniversary of the benefit payment start date up to the rate of increase you selected. If the RPI decreases, we won't reduce the benefit.

## 5.5 Continuing cover after the Terminating Age

This cover is only available with no deduction or a fixed deduction for state benefits. It's not available if you selected integrated benefits.

We are able to provide cover for Members beyond their relevant policy Terminating Age, this is the age that you agree with us when the policy is prepared.

We must agree in advance to what age you want to continue cover. This cover is available up to and including the age 69.

Where you elect to continue cover Members will have to be Actively At Work when they reach their relevant policy Terminating Age and may be subject to Underwriting. Where the Member isn't Actively At Work for any reason they won't be covered until they've returned to work and been Actively At Work for five consecutive working days.

## 6. How long we pay the Income Benefit

We'll pay Income Benefit until the first of the following Events:

- the Benefit Payment Period ends (if this applies); or the Member:
- doesn't follow medical advice
- returns to work or no longer satisfies the terms and conditions
- no longer satisfies the definition of Incapacity shown in your Policy Schedule
- reaches the Terminating Age shown in the Policy Schedule
- leaves service except where section 6.4 applies
- does any kind of employment without our agreement
- dies

or:

- you or the Member fail to provide the evidence or consent to obtain the evidence required to assess and manage the claim
- you or their employer fail to facilitate or the Member doesn't engage with a reasonable return to work plan
- you or their employer fail to facilitate reasonable adjustments in accordance the Equality Act.

We'll pay the Income Benefit to you monthly in arrears in UK currency. Your receipt of the Income Benefit payment means we'll have validly discharged our liability in respect of such payment under the policy.

If you are not the employer of the Member at the time we make a payment, you must hold the payment on trust for the employee.

### 6.1 Members on short-term contracts

If a Member is employed on a fixed-term contract, we'll pay the Income Benefit for the remaining period of their contract of employment in force at the time the Incapacity began.

If the Member has four or more years' service with the employer on successive fixed-term contracts, they may be entitled to permanent employment with the employer. In these circumstances, you must tell us if you want us to cover such a Member as if they're a permanent employee otherwise we'll only pay the Income Benefit for the remaining period of their contract of employment in force at the time the Incapacity began.

### 6.2 Members who are abroad

Income Benefit payments are restricted for Members not based in the UK (see section 12.10).

### 6.3 Proportionate Income Benefit payments

If the Member's Incapacity means they cannot return to their normal job but can do a different part-time or lower-paid job, we may pay a proportionate Income Benefit (see section 12.7).

### 6.4 Members who leave service during a claim

A Member who's Incapacitated and leaves service after the end of the Deferred Period won't be a Member and benefits won't continue to be paid to them unless you tell us in advance and we consider the circumstances to be satisfactory.

We'll consider the following factors to decide whether we'll agree to pay the Income Benefit direct to the Member after the Deferred Period if:

- the adjustments required by the Equality Act 2010 have been evaluated and implemented by you, where the Member is disabled, for the purposes of the Act
- we've agreed that the claim is, or remains, valid.

If we agree to pay the Income Benefit direct to the Member, it will continue be paid on the terms we agree with you having regard to the terms of this policy provided you and the Member complete the necessary documentation.

We'll deduct and account for any tax we are responsible for on the Income Benefit paid direct. This won't necessarily reflect the tax position correctly therefore the former employee must declare this income to their tax office to ensure they pay the correct amount of tax. Where Income Benefit is paid direct, entitlement to state incapacity benefits, for example Employment and Support Allowance, may be affected.

If the Member leaves service, payments from this policy to cover employer pension contributions or national insurance contributions, or both, will stop.

We'll continue paying Income Benefits direct to a Member who's an equity partner in a firm if:

- the firm is the policy owner; and
- the partnership agreement requires the equity partner Member to leave the partnership if they become Incapacitated.

## 6.5 Claims for incapacitated members who are subject to TUPE

A Member who's Incapacitated and transfers to a new employer under TUPE won't be covered, unless you submit a request in advance, all of the required documentation has been completed satisfactorily by you, the new employer and the Member, and we agree to continue cover. Where we agree to continue cover for the Member, we'll pay benefits in the event of a valid claim to the new employer under the same terms and conditions.

If we agree to continue cover for a Member, it will cease on the earliest of any of the events in section 6 and the following:

- the Member no longer being Incapacitated unless a claim can be made under section 12.8
- the Member becoming eligible for cover under another group income protection scheme.

## 7. Cancelling the policy or cover

You can cancel the policy at any time, provided you give us advance notice in writing.

We can cancel the policy, cover or benefits or change the terms of the policy, cover or benefits where:

- you don't provide the information we ask for to enable us to administer the policy
- you don't pay a premium within 30 days of the date it is due
- the number of Members falls below 250
- you cease to carry on business, or an order is made or a resolution is passed for you to be wound up; no additional benefits will be payable after the policy is cancelled and any Income Benefit payable will be paid direct to the Member
- you cancel an associated policy
- you or anyone acting on your behalf makes a claim which is in any way fraudulent
- any event, or change in circumstances, makes it impossible or illegal to continue using the terms and conditions of this policy
- we are not able to provide cover under the policy for legal or regulatory reasons including without limitation where offering cover will violate, or may risk violating, any sanctions, laws or regulations.

If the policy is cancelled we'll continue any claims we are already paying and consider any valid claim if the Incapacity happened during the Policy Year and the member remains incapacitated, except where to do so would be in breach of law or regulation or would violate, or may risk violating, any sanctions, laws or regulations.

If the policy is cancelled at any time during the Policy Year, we'll refund any overpayments to you or ask you to pay any premiums due. We'll send you a final statement showing the cover we provided and the premiums you paid.

The policy doesn't have a surrender value.

## 7.1

### Reinstating cover

We may agree to reinstate cover shortly after cancellation. If we agree to do this, you must pay all premiums due. However, we won't consider a claim for a Member whose Incapacity occurred between the date of cancellation and the date we agree to reinstate cover.

## 8. Premiums

### 8.1 Premium payments

The policy operates on one year accounting periods for an indefinite term.

You must calculate and pay the premiums to us monthly.

Your Policy Schedule will detail, the premium rates which apply and how to calculate the Monthly Member Premiums. The first premium being due on the Policy Start Date and subsequent premiums being due on each Monthly Review Date.

If you don't pay a premium within 30 days of when it's due we may cancel the policy.

You must provide us with a schedule within 30 days of each Monthly Review Date including details of:

- the Members
- the amount of Income Benefit and Benefit Payment Period in respect of the Member
- the Monthly Member Premium
- the date of the Member's inclusion or exit; and
- any other information as is agreed between us in advance.

If the total monthly premiums due, during the Policy Year are less than the minimum annual premium, we'll ask you to pay the difference.

We charge a minimum premium of £450 a year aggregated across all linked policies.

You must pay all premiums in UK currency from a UK bank account.

## 8.2 How we calculate the premium rates?

The premium rates detailed in the premium rate table set out in your Policy Schedule are based on the factors listed below, at the Policy Start Date:

- the amount of benefits
- the eligibility and entry conditions
- the age when cover ends
- ages
- genders
- locations; and
- claims history.

## 8.3 What happens if you don't pay premiums?

If you don't pay a premium within 30 days of when it's due we may cancel the policy.

If you don't pay the premium in respect of a Member their cover will end (see section 3).

## 8.4 Will the premium rate change at the end of the Rate Guarantee Period?

The underlying rate table and associated adjustment factors are guaranteed from the Policy Start Date until the Policy Review Date at the end of the Rate Guarantee Period, except where we reserve the right to revise them explained in sections 8.5, 11 and 13.

## 8.5 Will premium rates change at any other time?

We reserve the right to revise the premium rate or rates at any other time if one or more of the following situations arise:

- the aggregate number of Members included in the policy falls below 250
- the number of Members under the policy at any time increases or decreases during the Rate Guarantee Period by 50% or more
- you want to add or remove a participating employer or group of employees to or from the policy
- you change rules that affect someone's inclusion as a Member or affects the benefits
- you fail to comply to our reasonable satisfaction with any request for additional information under the policy within 30 days of such request
- the nature of business or location changes
- there is a significant change in the occupations of the Members or where they work
- there is any change in law or practice of any governmental body or statutory body, including without limitation any change to the basis of calculation, terms and conditions for payment or taxation of state benefits, which materially affects our costs in providing the cover

- the rate of employer's national insurance contributions increases by more than £3 for each £100 of salary, or if any material change happens in the basis used for calculating national insurance contributions (where this cover is included in the policy).

## 9. Information we need

You must provide the information we need not more than 30 days following each Monthly Review Date to ensure Members are covered for the required benefits.

We'll need a list of all Members including the following details:

- date of birth
- gender
- Income Benefit
- Benefit Payment Period
- Monthly Member Premiums; and
- the date Members were included or left.

We'll ask for more detailed information when the Rate Guarantee Period ends or when we need to re-calculate the rates.

## 10 Fair presentation of the risk

**10.1** At the Policy Start Date and on each Yearly Revision Date of the policy, and also whenever changes are made under the policy terms or to the policy at your request, you must make a fair presentation of the risk.

**10.2** If you deliberately or recklessly fail to comply with 10.1 of this condition we may:

- avoid the policy, which means that we'll treat it as if it had never existed and refuse all claims without returning the premium paid by you; and
- recover from you any amount we've already paid for any claims; or
- take any of the actions outlined in clause 10.3.

**10.3** If you don't comply with 10.1 of this condition and the non-compliance isn't deliberate or reckless, the policy may be affected in one or more of the following ways depending on what we would have done if a fair presentation had been made.

- if we would not have provided you with any cover we'll have the option to:
  - avoid the policy, which means that we'll treat it as if it had never existed and repay the premium paid; and
  - recover from you any amount we've already paid for any claims
- if we would have applied different terms to the cover (other than in relation to premium) we'll have the option to treat this policy as if those different terms apply

- if we would have charged you a higher premium for providing the cover, we'll proportionately reduce any claim by reference to the same ratio that the premium actually charged bears to the premium that would have been charged. For example, if we would have doubled the premium, we'll only pay half of any claim.

**10.4** We won't invoke the remedies which might otherwise have been available to us under this condition, if the failure to make a fair presentation of the risk concerns only facts or information provided by members which relate to one or more Members and not you.

Provided always that if the Member concerned or you acting on their behalf makes a careless misrepresentation of fact, we may invoke the remedies available to us under this condition 10 as against that particular Member, as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

## 11. What happens at the end of the Rate Guarantee Period?

At the end of the Rate Guarantee Period, on the Policy Review Date we'll review the cost of providing cover and may increase the rates and change the policy terms and conditions. There is no limit to how much your rates can increase, although we'll apply any change in a fair and reasonable way.

At the review, we'll consider any changes in the details of Members included in the policy, plus things like:

- the amount of Income Benefits and additional protection (if any)
- the eligibility and entry conditions
- the Deferred Periods
- the chosen Incapacity definition
- the maximum Income Benefit Payment Period
- the age when cover ends
- the rate by which we increase benefit payments (where this is included)
- ages
- genders
- job titles/occupations
- locations of the workforce
- claims history.

The rate review will also reflect:

- any change in the claims we expect from policies of this type
- economic information, such as interest and tax rates
- the cost of administering and distributing such policies
- actuaries' views on the current and expected cost of providing cover.

## 12. Making a claim

If you need to make a claim, please contact us by phone on 0800 181 4004. We assess and record all claims over the phone.

You must provide us with all the information we request to assess the claim properly and subsequently to review the claim from time to time.

This information may include, without limitation:

- certificates from the Member's general practitioner
- such medical evidence and reports about the Member's medical condition and history, including the Member's age, as we may require
- evidence of Membership and an audit trail, including supporting evidence, detailing the Life Style Events and elections by the Member
- evidence that the Member satisfied the requirements for any previous elections
- any other information, evidence, test or evaluation that may be requested by us or the Medical Practitioners or consultants involved.

If we don't have all the information we need, we may not pay a claim.

Once we've all the evidence we need, we'll tell you whether we've accepted the claim and the benefit we'll pay.

The Member's illness or injury must satisfy the Incapacity definition in the Policy Schedule. The Member must be under the regular supervision and treatment of a Medical Practitioner and must be taking reasonable steps to manage their condition or help their recovery.

### 12.1 When do we need to know about a Member for whom you wish to claim?

You should tell us as soon as possible.

If your policy has a Deferred Period of eight weeks, tell us as soon as the Member's doctor has told them they're likely to be off work due to illness or injury for longer than eight weeks.

If your policy has a Deferred Period of 13, 26, 28, 41 or 52 weeks and the Medical Practitioner believes the Member's illness or injury will last longer than the Deferred Period, you should tell us no later than four weeks after Incapacity. However, you must tell us at least eight weeks before the end of the Deferred Period.

We won't be able to pay any benefit for any time before you notify us of a claim, unless we agree that the medical evidence supports a backdated claim.

Where you notify us of a claim but the Member fails to provide the required declarations and consent to assess the claim within 30 days from us requesting it, we won't backdate the claim.



## 12.2 How do we assess a claim?

When you tell us about a claim, our claims team will ask you for the Member's name, date of birth, cause of claim, date of event, and policy number. We'll then allocate a claims manager who will decide on the next steps.

The claims manager will call you for more details, such as the Member's occupational duties, salary, and the reason for and duration of absence to date.

The call will be recorded and will form the basis of our assessment. If the details given in the call are incorrect or have changed, you'll need to tell us before you sign the employer declaration. A recording of the call is available upon request.

Once we've completed our assessment we'll tell you if we've been able to accept the claim or not. If you're not satisfied with our assessment of the claim see section 14.10.

## 12.3 Contacting the Member

When we've your consent to contact the member (we can take this verbally), the claims manager will arrange a convenient date and time to interview the Member by phone. This will involve discussing full details of the Member's Incapacity and occupation.

The call will be recorded and will form the basis of our assessment. If the details given in the call were incorrect or have changed, the Member will need to tell us before they sign the employee declaration and consent which also gives their consent for us to obtain any medical or other information we need to assess the claim. A recording of the call is available to the Member upon request.

If you or the Member don't engage with the claims assessment, we'll be unable to accept the claim.

## 12.4 Other people we may contact

We'll ask for medical information from the Member's general practitioner, plus any relevant hospital notes and reports. This will give us full details of the Member's current medical condition and the history of their symptoms. Where necessary, we'll also try to obtain a report direct from any hospital specialist treating the Member.

We'll pay the costs of obtaining any extra medical information we need.

We may require an independent examination or a home visit to progress the claim. We may also ask the claims visitor to meet you and, in certain circumstances, you and the Member together. We'll arrange appointments in advance for these visits.

We promise to inform you of progress throughout our assessment.

To make sure the claim remains valid, we'll carry out periodic reviews. This will involve more phone discussions with you and the Member. We may also need to obtain more medical and other evidence.

## 12.5 Other information we may need

We may ask for written evidence of a Member's salary or earnings. If so, we'll ask for at least the following:

- Employees – a copy of the last four payslips, the last P60 certificate and a PAYE Coding Notice (or replacement) for benefits in kind
- Equity partners – written evidence of personal earnings during the 36 months before Incapacity, as assessed for income tax purposes and declared to and agreed by the HM Revenue & Customs. We'll also need the relevant profit-and-loss accounts.

We may also ask for extra written evidence such as certificates, including proof of age and other relevant information. You must provide all the information we require at the Member's or your own expense, and it must be in the form we require.

## 12.6 Can you make a claim if the Member returns to work during the Deferred Period?

If a Member can return to work during the Deferred Period in a reduced capacity as part of their rehabilitation programme, we'll consider a claim for partial Income Benefits at the end of the Deferred Period.

You should tell us immediately if this happens so we can consider the circumstances and let you know whether we'll pay a claim for partial Income Benefit.

## 12.7 When can you claim proportionate benefits for a Member?

We'll consider a claim for proportionate Income Benefit, even if we haven't paid a full claim, if a Member continues to satisfy their definition of Incapacity but is only able to work part-time or in a reduced capacity. We'll pay benefits after the end of the Deferred Period.

We'll calculate the proportionate benefit by comparing the Member's earnings when they return to work with their Policy Salary at the date of Incapacity, which will be revalued in line with any increase in RPI since the Incapacity started. Their benefit will be reduced in proportion to the reduction in their 'real' earnings. We'll make an allowance for any loss of state benefits.

Please read section 6 for details of how long we pay the Income Benefit. We'll also stop, and not reinstate, proportional Income Benefits when the level payable is zero for 52 weeks.

### Example

The Member's Policy Salary at the date of Incapacity is £40,000 a year.

This is revalued in line with the Retail Prices Index to £42,857.

The Member returns to work part-time, earning £15,000 a year. This represents 35% of their revalued Policy Salary. 65% of their revalued earnings have been lost.

So we'll pay 65% of the Member's current benefits.



## 12.8 Can you make another claim for a Member after they return to work?

If we've paid benefit or cover has been continued for a Member under section 6.5, and we agree the Member is Incapacitated again from the same or related cause within 12 months of returning to work, the Deferred Period won't apply. If Incapacity is from another cause, the Deferred Period will apply.

Where we don't apply the Deferred Period and start paying the Income Benefit again, it will be at the level it was previously.

If you've cancelled this policy and transferred your group income protection cover to another insurer or cover has been continued for a Member under section 6.5, we'll only continue to provide the cover explained above for the same or a related cause until the Member qualifies for cover and satisfies the Deferred Period under the new policy or 12 months has passed since the last period of related Incapacity.

## 12.9 What happens to claims if the policy ends?

If the policy ends and you've paid all premiums due up to the date it ends, we'll continue to pay existing claims. We'll also consider new claims if the Incapacity began before the date the policy ended.

In the event that the employer stops trading, we'll consider paying claims on the terms agreed under this policy direct to the Member, provided the Member completes the necessary documentation. Where we agree to pay direct to the Member, payments won't be made to cover employer pension contributions or national insurance contributions.

If the policy switches to a new insurer and a Member for whom you're claiming becomes Incapacitated again from the same cause as the previous claim, within the linked claims period, we'll continue to pay benefits, subject to these policy terms and conditions. However, the benefit will end when they satisfy the new insurer's Actively At Work conditions and the Deferred Period that applies has ended.

## 12.10 Claiming for Members who are abroad

If the Incapacity arises while the Member is abroad and doesn't return to one of the countries listed below, we'll normally only pay benefits for up to six consecutive months. We may pay the benefit for longer if we agree that it's not medically advisable for the Member to return to one of these countries.

If we need a claimant to undergo a medical assessment, we'll contribute an amount towards the cost of the examination in that country, equal to the cost of a similar assessment in the UK.

For us to continue paying benefits, the Member must return to one of the countries listed below and send us up-to-date medical evidence:

United Kingdom, Channel Islands, Isle of Man, Australia, Austria, Belgium, Canada, Cyprus, Denmark, Eire, Finland, France, Germany, Gibraltar, Greece, Iceland, Italy, Luxembourg, Malta, the Netherlands, New Zealand, Norway, Portugal, Spain, Sweden, Switzerland, USA or a country where we've agreed to provide cover for a member (see section 2.3).

## 13. Changing the policy

You can ask to change cover at any time. We may agree to amend the policy subject to you providing all the information we require to properly consider the request. If we agree to amend the policy, we'll write to you to inform you of the revised policy terms and conditions. If we can't make the change, we'll write and tell you the reason.

We'll have the right to vary, modify or amend any term of the policy at any time during any Rate Guarantee Period by providing written notice to you if one or more of the situations below arise or where any event, or change in circumstances makes it impossible or illegal to continue using the terms and conditions of this policy or there is any change in law or practice of any governmental body or statutory body, including without limitation any change to the basis of calculation, terms and conditions for payment or taxation of state benefits, which materially affects the cover:

- the number of Members falls below 250
- the number of Members at any time increases or decreases during the Rate Guarantee Period by 50% or more
- the aggregate amount of the benefits insured under the policy increases or decreases during the Rate Guarantee Period by 50% or more
- you want to add or remove a participating employer or group of employees to or from the policy
- you want to change rules that affect someone's inclusion as a Member or affect the Member's benefits
- the nature of business or location changes
- there is a significant change in the occupations of the Members or where they work.

You must promptly notify us if any of the above occur.

If the policy is amended, any Member who was Incapacitated before the amendment will be paid in accordance with the policy terms and conditions applicable at the date the Member became Incapacitated.

## 14. Miscellaneous

This section sets out the miscellaneous provisions of the policy.

### 14.1 Fraudulent Claims

If you or anyone acting on your behalf makes a claim which is in any way fraudulent, we'll be entitled to refuse to pay the whole of the claim and recover any sums that we've already paid in respect of the claim.

We may also notify you that we'll be treating the policy as having terminated with effect from the date of the fraudulent claim.

If we terminate the policy under this condition you'll have no cover under the policy from the date of termination and you won't be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of a Member and not on behalf of you, this condition should be read as if it applies only to that Member's claim and references to the policy should be read as if they were references to the cover effected for that Member alone and not to the policy as a whole.

#### **14.2 Sanctions**

We won't provide you or a Member with any services or benefits if in doing so we violate, or may risk violating, any applicable (including UK, EU and USA (Office of Foreign Asset Control)) sanctions, laws or regulations. This could result in us having to amend or terminate your policy with us.

#### **14.3 Law**

The policy is to be construed and governed by English law and will be subject to the exclusive jurisdiction of the English courts.

#### **14.4 The contract**

The contract between the parties comprises:

- the policy
- any documents enclosed with it when issued
- any endorsements or amendments to it.

The policy is a non-consumer insurance contract and has been classed by us as appropriate to 'commercial' customers in the context of the Financial Conduct Authority's Conduct of Business rules.

#### **14.5 Assignment**

Neither the policy nor any benefit payable under it can be assigned.

#### **14.6 Discharge of liability**

The receipt of any benefit payable under this policy by you or any person authorised by you to receive payment will be good discharge of our liability in respect of such payment.

#### **14.7 Third party rights**

This policy can be amended, varied or cancelled in part or in whole without the consent of any third party who might benefit from its terms or have enforceable rights under the contract.

A person or company who was not party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy.

However, after a claim has been made for a Member, that person can pursue the claim or dispute through our normal complaints procedures. If the Member is not satisfied with our response, they can complain to the Financial Ombudsman Service.

#### **14.8 Confidentiality**

We'll treat the information provided to us in connection with this Policy as confidential except where it:

- was legitimately in our possession before you gave it to us
- was or is already generally available to the public
- is trivial or obvious; or
- is required to be disclosed to fulfil an obligation under the Policy.

We won't disclose confidential information to any person other than our reinsurers, professional advisers and auditors, employees and employees of other companies in our group, or where we are required to disclose to a legal or regulatory authority.

#### **14.9 Data Protection statement**

Zurich takes the privacy and security of your personal information seriously. We collect, use and share your personal information so that we can provide policies and services that meet your insurance needs, in accordance with applicable data protection laws.

The type of personal information we'll collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you've requested other individuals be included in the arrangement, personal information about those individuals.

We and our selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quote and/or contract of insurance; (ii) to meet our legal or regulatory obligations; (iii) where you've provided the appropriate consent; (iv) for our 'legitimate interests'.

It's in our legitimate interests to collect personal information as it provides us with the information that we need to provide our services more effectively including providing information about our products and services. We'll always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of our data protection statement can be viewed at [www.zurich.co.uk/corporate-risk/data-protection-statement](http://www.zurich.co.uk/corporate-risk/data-protection-statement)

#### **How you can contact us**

If you've any questions or queries about how we use your data, or require a paper copy of the statement, you can contact us via [gbz.general.data.protection@uk.zurich.com](mailto:gbz.general.data.protection@uk.zurich.com) or alternatively contact our Data Protection Officer at Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

#### 14.10 Complaints

If you wish to make a complaint, please contact us using any of the methods provided in the 'How to contact us' section.

You can get details of our complaints handling process on request. If you're not satisfied with our response, you may be able to complain to the Financial Ombudsman Service if your complaint is within their jurisdiction.

The Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

Telephone: 0800 023 4567

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

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This service is free and using it won't affect your legal rights.

#### 14.11 Compensation

The Financial Services Compensation Scheme (FSCS) covers the policy. If we're unable to meet our financial obligations in full you may be entitled to help from the FSCS. The compensation you'll receive will be based on their rules.

If you need more information, you can contact the FSCS helpline on 0800 678 1100, write to the address below or visit the website [www.fscs.org.uk](http://www.fscs.org.uk).

Financial Services Compensation Scheme  
10th Floor  
Beaufort House  
15 St Botolph Street  
London  
EC3A 7QU

#### 14.12 Compliance

We've processes in place to ensure we conduct our business lawfully, with integrity, and in line with current legislation including but not limited to legislation relating to anti-bribery and/or anti-corruption, competition, terrorism, modern slavery, conflicts of interest and money laundering.

##### 14.12.1 Conflicts of interest

We make every effort to identify conflicts of interest. A conflict of interest is where the interests of our business conflict with those of a customer, or if there is a conflict between customers of the business.

Once identified, we aim to either prevent the conflict or put steps in place to manage it so that it's no longer potentially detrimental to our customers. We operate in line with our conflicts of interest policy, available on request or on our website, which details the types of conflicts of interest that affect our business and how we aim to prevent or manage these. Where we cannot prevent or manage a conflict which may be detrimental to you, we'll fully disclose it to you in line with our policy.

#### How to contact us

If you need to contact us you can write, phone or email:

Write to: Zurich Corporate Risk  
PO Box 3512  
Swindon  
SN3 9AH  
UK

Phone: 0800 141 2002  
Monday to Friday 9.00am-5.00pm. We may record or monitor calls to improve our service.

Email: [zcrservicing@uk.zurich.com](mailto:zcrservicing@uk.zurich.com)

Website: [zurich.co.uk/corporate-risk](http://zurich.co.uk/corporate-risk)

Please let us know if you would like a copy of this  
in large print, braille or audio.

**Zurich Assurance Ltd**

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Registered in England and Wales under company number 02456671.

Registered Office: Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

Telephone: 0800 030 4428.

We may record or monitor calls to improve our service.