Group Income Protection

Technical Guide (incl. Flexible Benefit policies)

GENERALI

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Generali Group Income Protection

This **Policy** meets the demands and needs of those who need insurance for loss of earnings suffered by an **Employee** in the event that they are **Incapacitated** from **Working** by reason of illness or injury.

We keep this **Policy** under review to check it continues to meets the demands and needs of **Policyholders**.

The **Policy** is a non-advised insurance product and is designed for commercial customers only, as categorised by the Financial Conduct Authority's Insurance Conduct of Business Rules.

This Technical Guide has been produced based on the 'best practice' standard format recommended by the Group Risk Development Group and the Association of British Insurers. This document is for information purposes and should be read in conjunction with the **Policy Schedule.**

Within this guide Generali is referred to as 'we' or 'us' and the **Policyholder** is referred to as 'you' or 'your'. Unless the context otherwise requires, the masculine gender shall include the feminine gender and the singular shall include the plural and vice versa.

1 Its aims

To provide you with insurance for loss of earnings suffered by an **Employee** in the event that they are **Incapacitated** from **Working** by reason of illness or injury.

1.1 How does the Policy Work? (for Flexible Benefit policies see Section 6)

we will agree with you at the outset:
- which **Employees** can be covered under the **Policy**;
- the level of cover; and
- any additional options that you wish to insure.

- you will be responsible for paying all the **Premiums** that fall due. **Premiums** are usually treated for tax purposes as a business expense. **Premiums** are not usually taxed as a benefit in kind for **Members**;
- you will notify us when illness or injury prevents a **Member** from **Working** after 4 weeks but no later than 6 weeks before the end of the **Deferred Period**;
- we will pay **Benefit** due under the **Policy** to you monthly in arrears from the end of the **Deferred Period** (see section 2.6) for as long as the claim remains valid;
- you will be responsible for paying the appropriate amount of **Benefit** to the **Incapacitated Member**, after deduction of income tax and national insurance, through your payroll system;
- we will continue to consider and pay claims where **Incapacity** occurred before cover was discontinued provided you have paid **Premiums** due and complied with the terms and conditions of the **Policy**.

1.2 Your commitment

- you agree to promptly provide all the information we ask for when applying for a **Policy**, at **Annual Revision Dates**, monthly in respect of **Flexible Benefit** (if applicable) and in support of a claim;
- you agree to obtain and maintain all necessary permissions to share personal data with us in connection with this **Policy**;
- you agree to advise us of any errors in the information provided;
- you agree to notify us of any potential claims within the stated time limits;
- you agree to notify us of any change to the employment status, medical condition or residence of any **Member** for whom a claim has been submitted;
- you agree to pay all **Premiums** due under the **Policy**;
- you agree to adhere to the **Policy** terms and conditions.

1.3 Risk factors

we may terminate, restrict or suspend cover under the **Policy**, if you fail to comply with the **Policy** terms and conditions;

- if you delay in providing information that we request, this may result in:
  - a change in **Premium**;
  - **Members** not being covered for their full **Benefit** entitlement;
  - claims not being paid; or
  - the **Policy** being terminated.

- the **Premium Rates** and **Policy** terms and conditions are usually guaranteed for two years;

- the above guarantee will not apply if:
  - there is a greater than 25% variation in the number of lives or total **Insured Salary** of the **Membership**, since the last accepted quotation;
  - a change is agreed to the basis to be used for calculating cover;
  - a change is agreed in the **Policy Eligibility Conditions**;
  - we agree to include an additional **Employer**;
  - we agree to include one or more **Employees** following the acquisition of a business or undertaking by an **Employer**;
  - an alteration to the **Policy** terms and conditions in relation to an **Associated Policy** is required; or
  - if any legislation (or change in legislation) comes into force that affects the **Policy**;

- **Benefits** paid under the **Policy** may be reduced if the **Member** is receiving other regular income as a result of **Incapacity** (see section 7.5);

- receipt of **Benefits** may disqualify **Members** from entitlement to some state benefits.

2 What factors should be considered in deciding what Annual Benefits to provide?

A group income protection **Policy** offers an extensive menu of options permitting **Employers** to design cover to meet their organisation's objectives.

2.1 Who can be covered?

An **Employee** will become a **Member** when they satisfy the **Policy Eligibility Conditions** and **Actively at Work** requirements.

These requirements also apply to increases in cover for existing **Members** of the **Policy**.

2.1.1 Eligibility Conditions

You will provide us with details of the eligibility conditions in respect of each category of **Membership**, which will include:

- the minimum and maximum entry ages;
- any service qualifications; and
- the relevant **Benefit** basis.

Where cover is dependent on **Membership** of a pension scheme, the above eligibility conditions must include the pension scheme's current eligibility terms.

2.1.2 Actively at Work

The **Actively at Work** condition will apply:
a) to all **Employees** at the **Commencement Date**;
b) when a new **Employee** joins after the **Commencement Date**;
c) where a **Member** is eligible to switch to a different category of **Benefit**; and
d) when **Members** are affected by an alteration of the **Benefit** basis under the **Policy**.

Cover (or the increase in cover) will be restricted to **Temporary Cover** until the **Employee/Member** has returned to **Work** and met the **Actively at Work** requirements detailed in the quotation.

2.1.3 Actively at Work when changing insurer

Where your **Policy** is currently insured elsewhere, **Members** who are **Actively at Work** on the last **Working** day prior to commencing cover with us, will usually be covered on terms which are 'no worse' than the existing insured arrangement.

2.1.4 No worse terms

Where a **Policy** that is currently insured is switched to us the following shall apply:

- cover at or below the **Free Cover Limit** (as explained in section 3.3) shall be accepted by us on standard terms, unless the **Member** was a discretionary entrant under the existing arrangement and was not accepted at ordinary **Rates**;
- cover in excess of the **Free Cover Limit** may be offered on the same underwriting terms as those in force with the previous insurer. This may apply both when a **Member** has been accepted at ordinary **Rates**, or where they are subject to an increased **Premium**, as a result of **Medical Underwriting**, expressed as a multiple or additional percentage of ordinary **Rates**. Specific limits apply in this respect and will be detailed in your quote. These terms will then be applied to our **Premium Rates** so the actual monetary amount may differ. Where an underwriting decision falls outside our prescribed limits we are unable to guarantee that no worse terms will apply.

In order to confirm what terms will apply we will require the following information in relation to the existing insured arrangements:

- the name of the existing insurer;
- the existing insurer's **Free Cover Limit**;
- full details of any discretionary entrants or **Members** who exceed the existing insurer's **Free Cover Limit** including name, gender, date of birth and level of cover applicable on the day prior to the commencement of the **Policy**; and
- copies of the existing insurer's acceptance terms for these **Employees** detailing the effective date of their underwriting decision and details of the level of cover to which their terms relate, or a declaration confirming these details from the previous insurer.

No worse terms only automatically apply when the **Policy** is switched on an identical basis. Where this is not the case, **Members** may need to be individually underwritten.

Where we are able to offer no worse terms and where a **Member** has been underwritten using a traditional approach, as opposed to Once Only **Medical Underwriting**, we will usually apply a 10% forward underwriting bar to a **Member's** transferred salary.

Details of the specific no worse terms limits will be detailed in your quotation.

2.2 When will cover commence?

Cover commences immediately for **Annual Benefit** up to the **Free Cover Limit** (as explained in section 3.3) when an **Employee** is:

- joining the **Policy** within the predefined eligibility conditions;
- joining within 12 months of their first opportunity to do so; and
- **Actively at Work.**

For **Employees** who do not satisfy the above, please see section 3.3.

2.3 When will cover cease?

Member's cover ceases on the earliest to occur of the following:
- the date they cease to be an **Employee**;
- the date their current contract of employment expires;
- the date they cease to satisfy the eligibility conditions;
- the date they retire;
- the date they reach the specified **Termination Age**;
- in the case of an **Incapacitated Member** on a fixed term contract, the date the contract of employment applicable at the date of **Incapacity** expires;
- the date they die;
- the date you receive written notice from the **Member** that they no longer wish to be covered under the **Policy**
- the date on which the **Policy** terminates, other than in respect of claims arising prior to the termination date;
- upon payment of a **Capital Sum** under the terms of the **Policy**; or
- the date an **Incapacitated Member** undertakes any gainful **Work** without your and our consent.

The **Policy** will remain in force until:
- the date we receive written confirmation from you to cease risk; or
- you fail to pay **Premiums** due or fail to comply with the **Policy** terms and conditions and we have notified you in writing that cover has ceased.

2.4 What types of cover are provided?

You can select from the following types of cover:

Basic Benefits
Benefits are specified as a percentage (up to a maximum of 80%) of a **Member's** gross annual pre-**Incapacity** earnings.

2.4.1 What are pre-Incapacity earnings?

This normally means the **Member's Insured Salary**.

Any fluctuating emoluments to be included within the definition of Insured or **Pensionable Salary** will usually be averaged over the previous complete three years.

Where earnings are averaged over a period of time fluctuating emoluments can be:
- averaged over 12 months, of basic salary; or
- averaged over 3 years

If a **Member** has been employed for less than that period of time, we will average earnings over the time they've been employed.

If a **Member** has been on pre-arranged temporary absence during that period of time, we will average earnings over the time they were **Working**.

If a cap applies to fluctuating emoluments, this will be detailed in the **Policy Schedule**.

2.4.2 Is there any limitation to **Annual Benefit***?*

Basic **Benefit** will be restricted to 80% of pre-**Incapacity** earnings up to a maximum monetary amount of £350,000 per **Member** per annum.

2.4.3 Optional additional protection

The following additional **Benefits** may be insured at an additional cost:

Pension scheme contributions

Pension scheme contributions can be insured to a maximum of 35% of the **Member's Pensionable Salary** inclusive of **Employer** and **Employee's** contributions, where the maximum level of **Employee** contributions is 10%.

The maximum combined monetary amount that can be insured in respect of pension scheme contributions is £75,000 per **Member**, per annum.

Contributions that differ from **Member** to **Member** within a defined category, or fluctuate, cannot be covered.

National Insurance contributions

Your (i.e. **Employer**) National Insurance contributions may also be insured.

Employee National Insurance contributions cannot be insured under the **Policy**.

Capital Sum

Generali operates a flexible approach to supporting **Capital Sum** payment options.

A **Capital Sum** can be insured. Payment would be subject to the **Member** continuing to meet the **Definition of Incapacity** at the date that the limited payment term ends.

Where a **Partial Benefit** is payable the **Capital Sum** will be reduced in proportion to the **Benefit** payable.

Once a **Capital Sum** has been paid in respect of a **Member** they will be immediately removed from **Membership** and be ineligible for future inclusion under the **Policy**.

The **Capital Sum** payable will never exceed the amount a **Member** may have been paid under a **Policy** payable to **Termination Age**.

No **Capital Sum** will be paid where the **Limited Term** period exceeds the **Member's Termination Age**.

No **Capital Sum** will be paid in respect of **Members** whose cover is extended beyond the normal **Termination Age**.

2.5 How is Incapacity defined?

You may select from the following definitions of **Incapacity**:

Own occupation definition
As a result of illness or injury, the **Member** is incapable of performing the **Material and Substantial** duties of their occupation, and they are not carrying out any other **Work** or occupation.

Suited occupation definition
As a result of illness or injury, the **Member** is incapable of performing the **Material and Substantial** duties of their occupation, or any occupation to which they are suited by education, training or experience, and they are not carrying out any other **Work** or occupation.

Switch definition
During the first two years of **Incapacity**; as a result of illness or injury, the **Member** is incapable of performing the **Material and Substantial** duties of their occupation, and they are not carrying out any other **Work** or occupation. Thereafterm, the definition changes to; as a result of illness or injury, the **Member** is incapable of performing the **Material and Substantial** duties of their occupation, or any occupation to which they are suited by education, training or experience, and they are not carrying out any other **Work** or occupation.

2.6 When will Benefits start?

Benefit payments will commence from the end of the **Deferred Period**. **Benefit** payments are made monthly in arrears at the end of each calendar month, provided that the **Member** continues to be **Incapacitated**, we have accepted the claim, and all the **Policy** terms and conditions have been met.

The **Deferred Period** is the period of time during which no **Benefit** is payable following the **Member's** first day of absence from **Work** due to illness or injury.

You can select the length of the **Deferred Period**(s) from the following options; 13, 26, 28, 41, 52 weeks.

2.7 For how long will Benefits be paid?

You can select the maximum period for which **Benefit** will be paid. This will normally be up to a pre-defined **Termination Age** up to a maximum age of 70.

You can also select a **Limited Term** for **Benefit** payment of 2, 3, 4 or 5 years, with or without a **Capital Sum** paid at the end. The selected period will be the maximum duration for which **Benefit** can be paid in respect of any individual **Member** for each unrelated cause or medical condition. The **Limited Term** must be agreed prior to the outset of the **Policy** and will be detailed in the quotation. Payment of **Benefit** is always conditional upon the **Policy** terms and conditions being satisfied.

2.8 Can Benefits in payment be inflation protected?

Yes, **Benefits** in payment can increase at an interest rate agreed at the outset of the **Policy**. The increase will take effect on the anniversary of the first day of the month in which **Benefit** became payable, and on the same day at each subsequent anniversary, or as specified in the **Policy Schedule.**

The maximum **Escalation Rate** available is 5% per annum.

2.9 Who will benefits be paid to?

Benefits will usually be paid gross to the **Policyholder**, save where we have agreed with the **Policyholder** for a **Pay Direct** feature to be included in the **Policy**. The terms of the **Pay Direct** feature will be set out in the **Policy Schedule.**

2.9.1 **Pay Direct** gives you the option to ask us to continue to pay basic **Benefit** to a former **Employee** after they have left service. This contract option must be agreed at inception or rate review and will incur a **Premium** loading. The **Definition of Incapacity** will change to 'any suited' after a period of 2 years continuous absence.

3 Setting up a Policy

3.1 Requirements to set up a Policy

Unless specified otherwise, the terms offered in our quotation are guaranteed for three months. The terms will be based on the **Policy** specific information you have provided with any assumptions we have made clearly indicated in the quotation. Should any of the information or assumptions be incorrect, you must not accept the terms and must inform us in order that our quotation can be revised. If the information given causes us to withdraw or amend our offer, we will endeavour to notify you immediately.

Should you wish to accept the terms offered in the quotation or in a revised quotation, we must receive the following details in writing by 2pm on the day prior to the date you wish us to commence cover:

- on risk form;
- your confirmation of any assumptions that were detailed in our quotation; and
- confirmation of any **Members** that fall outside of our no worse terms conditions.

Upon receipt of the above, we will provide written confirmation of our acceptance of risk on an interim basis. Cover will be provided during the interim period on the basis detailed in the accepted quotation and on risk form. Reference will be made to the **Policy** specific information provided during the quotation process.

Once we have accepted the risk on an interim basis, we will issue you with our on risk requirements which will include a completed application form, inception data, deposit **Premium**, confirmation of **Member** acceptance terms and any further information that we may require. The information and documentation must be returned to us within 30 days or cover may lapse. Until you have received written acknowledgment, you should not assume that cover is in place.

A **Policy** document and initial accounts will be provided once we have received the relevant on risk information. Should it transpire that any of the details provided to us are incorrect or that there is a greater than 25% variation in the number of lives or total **Insured Salary**, we reserve the right to review the terms offered or terminate cover.

3.2 Associated Policies

Unless indicated otherwise in the quotation, we assume that there will be one **Policy**, one set of accounts with one attaching invoice, and one point of contact. There will be cost implications if this assumption is incorrect.

In certain circumstances Policies may be linked together and their terms be dependent on each other. Where this is the case the Policies will be deemed as Associated.

In order to be deemed Associated the additional **Policy** should be issued by us either to you, or a company or organisation associated with you, which provides **Benefits** on the **Incapacity** of an **Employee**.

3.3 Evidence of health to be provided before Employees /Members are covered

The **Free Cover Limit** is the amount of cover a **Member** may be provided with under the **Policy** without the need to provide evidence of health or activities.

Cover commences immediately for **Annual Benefit** up to the **Free Cover Limit** when an **Employee** is:

- joining the **Policy** within the predefined eligibility conditions;
- joining within 12 months of their first opportunity to join the **Policy**; and
- **Actively at Work.**

Employees who do not satisfy the above requirements will be asked to provide satisfactory evidence of health and details of hazardous pastimes before they are accepted for cover. They will initially be asked to complete a 'personal declaration of health form'. We may also require additional medical information such as reports from the individual's GP and medical examinations.

You will be told if, as a result of the **Medical Underwriting**, an **Employee** has been accepted for cover and on what terms.

You will be advised when the next evidence of insurability will be required.

Where there are 20 or more **Members** we will not normally need more information about a **Member's** health or activities once a **Medical Underwriting** decision has been made, as **Once Only Underwriting** will usually apply.

3.4 What happens if a claim arises before a decision has been made?

Where we require **Employees/Members** to provide satisfactory evidence of health as part of the **Medical Underwriting** process, we allow a maximum of 90 days in order to complete the underwriting process. During this period the **Employee**/**Member** will be provided with **Temporary Cover** in relation to the amount of cover being medically underwritten.

Temporary Cover specifically excludes any claim resulting either directly or indirectly from any disease, illness or injury that the **Member** has experienced symptoms of, received treatment for, had routine monitoring of, or has undergone investigations for, in the 5 years immediately before the date they qualify for inclusion within the **Policy** (or date of increase in **Benefits**).

Where a **Member** has previously been medically underwritten and cover accepted at ordinary **Rates**, the **Temporary Cover** will be the difference between the **Member's** existing level of cover and the proposed increased level of cover.

4 What Premiums will be charged for the cover?

We will calculate the **Rates** applicable to the **Policy** based on various factors. These factors will include the amount of cover to be provided, details of the **Employee's** occupations and locations and the **Policy**'s past claims experience.

A minimum **Premium** of £2,500 p.a. per **Policy** applies, however, there is no minimum **Premium** per **Member**. All **Premium** payments are to be paid in pounds sterling.

No **Premiums** will be charged in respect of an **Incapacitated Member** from the **Annual Revision Date** following commencement of **Benefit** payments.

If the **Policyholder** is experiencing financial difficulties and would like to discuss **Premium** payment plans, alternative **Benefit** levels or terms, please contact eb.enquiries@generali.co.uk.

4.1 How will Premiums be calculated?

The **Premium** will be calculated and charged based on a **Premium Rate**, which is expressed per £100 of **Insured Salary**. The **Premium** is calculated based upon the total **Insured Salary** for all **Members** at the **Commencement Date** and subsequent **Annual Revision Dates**.

4.2 Will there be any unexpected extra Premiums?

This will depend on whether the composition of the **Policy** has changed.

Premium loadings may be imposed in respect of **Members** who have been subject to **Medical Underwriting**. Any loading will reflect their medical condition or hazardous pursuits they may undertake. Such loadings will be payable at the next **Annual Revision Date**.

We usually guarantee the **Rates** for a period up to two years. New **Rates** may apply at the end of the two year period. We will confirm any changes to the **Premium Rates** in writing.

4.3 Is there a discount for good claims experience?

Past claims experience is a factor in assessing the rate applicable to a **Policy** and therefore good claims history will usually be reflected in the **Rates** applied.

4.4 What commission is included within the Premium?

The commission rate (if any) will be shown in the quotation.

5 How does the Policy accounting Work? (For **Flexible Benefit** Policies see Section 6)

Policies will usually operate on an annual accounting period under what is known as simplified administration. This means we will review the cost of your **Policy** at each **Annual Revision Date** to determine the **Premium** payable for the following year and any adjustments required in respect of the previous year.

This calculation is made by comparing the total cover in respect of all **Employees** at the start and end of the accounting period and averaging any changes by assuming that they all occurred at the mid-year point.

Operating a **Policy** under simplified administration means that you do not have to inform us of starters or leavers unless a new joiner has an **Insured Salary** above the **Free Cover Limit** or is joining outside of the usual **Policy Eligibility Conditions**.

5.1 What information is required for accounting purposes?

At each **Annual Revision Date** you will need to provide us with details of all **Members**. Data should also be provided as at the day before the **Annual Revision Date** in order to accurately calculate the mid term adjustments. This information should be provided as a secure Excel file, and include the following information:

- name;
- gender;
- date of birth;
- **Insured Salary** and **Pensionable Salary** (where applicable);
- category of **Membership**;
- date of joining;
- date of leaving if appropriate; and
- details of **Members** located overseas for more than 12 months.

Additional information including occupations, postcode information and long term sick information will be requested prior to the end of the **Premium Rate** expiry in order for new terms to be provided. You must have all necessary permissions to share the personal data set out in this paragraph 5.1 with Generali.

5.2 When are Premiums due?

Unless otherwise agreed, deposit **Premiums** are payable annually within 30 days of the **Annual Revision Date**. However, subject to our prior written agreement, **Premiums** can be paid monthly, quarterly or half yearly subject to the appropriate loading shown in the quotation.

Any additional **Premium** due, as detailed in the **Annual Revision** accounts, is payable within 30 days of the date we notify you of the amount. If a refund is due, we will offset this against the following year's **Premium** unless the **Policy** has been cancelled in which case we will refund the appropriate amount to you within 30 days.

5.3 If the Policy is discontinued mid-year will Premiums paid in advance be lost?

No, the final invoice issued will take into account the cover that has been provided up to the date the **Policy** was cancelled.

Termination of the **Policy** will be effective from the date we receive written confirmation from you to cease risk or an agreed date if later.

In order to produce the termination accounts we will require data as listed above as at the date of termination. We will then issue the appropriate refund or invoice if monies are owed to us.

6 Flexible Benefits

6.1 How does the Policy Work?

- we will agree with you prior to assuming risk:
  - which **Employees** can be covered under the **Policy**;
  - the level of cover; and
  - any additional options you wish to insure.
- you will choose the level of **Core Benefit** applicable to your **Policy**. The **Core Benefit** is the minimum level of cover in respect of a **Member**;
- you will then set out the additional level of cover a **Member** may select. These **Benefits** will be referred to as the **Member's Flexible Benefit**.

6.2 When can Members increase or decrease their level of Flexible Benefit?

When a **Member** first becomes eligible for **Flexible Benefit** they may choose any level of **Annual Benefit** subject to the **Policy** maximum.

Members can then increase or decrease their level of **Flexible Benefit** at **Qualifying Lifestyle Events**, which include the **Annual Revision Date** of the **Policy**.

In some circumstances pre-defined lifestyle events will only allow either an increase or decrease in **Annual Benefits**. A **Member** can only increase or decrease their level of **Flexible Benefit** on a maximum of two **Qualifying Lifestyle Events** in any one year.

Members have 31 days from the date of the **Qualifying Lifestyle Event** to request a change in their level of **Flexible Benefit**.

If the **Qualifying Lifestyle Event** in question is the **Annual Revision Date** then **Members** must make their **Flexible Benefit** choices in advance.

For **Members** to be able to increase their level of **Flexible Benefit** they must meet the **Anti-Selection Requirement**. This can range from an **Actively at Work** declaration to full **Medical Underwriting**. The terms applied will be clearly detailed in your quotation. In all cases **Annual Benefits** in excess of the **Free Cover Limit** will be underwritten.

A change in **Flexible Benefit** will usually take effect from the first of the month following the **Member's** request to change their level of **Flexible Benefit** subject to any **Anti-Selection Requirements** being met and the level of cover being less than the **Free Cover Limit**.

If the above does not apply, the increase will take effect following completion of satisfactory **Medical Underwriting** (see section 3.3" "Evidence of health to be provided before **Employee**/**Members** are covered").

If a **Member** fails to confirm their options within 31 days of the lifestyle event, they will be required to wait until the next **Qualifying Lifestyle Event** to effect any such change.

Members can increase their level of **Flexible Benefit** by one pre-defined tranche at each **Qualifying Lifestyle Event**.

Members can decrease their level of **Flexible Benefit** by any number of tranches at each **Qualifying Lifestyle Event**. They are not allowed to decrease their level of **Flexible Benefit** below the **Core Benefit**.

6.3 What are Qualifying Lifestyle Events?

The **Qualifying Lifestyle Events** need to be defined prior to the **Commencement Date** of the **Policy**. The rules regarding the increasing and decreasing of **Flexible Benefit** must also be pre-defined. The **Annual Revision Date** of the **Policy** will always be a **Qualifying Lifestyle Event**.

Qualifying Lifestyle Events can include:

- marriage;
- civil partnership;
- divorce; and
- the birth of a child.

Details of the **Qualifying Lifestyle Events** will be specified in the quotation. Should additional events be required, our prior agreement must be sought and this may result in an increase in the **Premium** payable.

6.4 How does Policy accounting Work?

6.4.1 How are accounts adjusted for **Employees**/**Members** who join, leave or have increases in cover during the year?

Core Benefits will operate on an annual accounting period under simplified administration. **Flexible Benefits** are then accounted for on a monthly basis upon receipt of accurate data in respect of these **Benefits**.

What information is required for accounting purposes?

You will need to provide us with details of all **Members** on an annual basis in respect of the **Core Benefits** and on a monthly basis in respect of the **Flexible Benefits**. **Core Benefit** data should also be provided as at the day before the **Annual Revision Date** in order to accurately calculate the mid term adjustments. This information should be provided as a secure Excel file, and include the following information:

- name;
- gender;
- date of birth;
- **Insured Salary** and **Pensionable Salary** (where applicable);
- category of **Membership**;
- date of joining;
- date of leaving if appropriate; and
- details of **Members** located overseas for more than 12 months (required annually only with provision of **Core Benefit** data).

Additional information including occupations, postcode information and long term sick information will be requested prior to the end of the **Premium Rate** expiry in order for new terms to be provided. You must have all necessary permissions to share the personal data.

6.4.2 When are Premiums due?

Unless otherwise agreed, deposit **Premiums** are payable annually within 30 days of the **Annual Revision Date**. However, subject to our prior written agreement, **Premiums** can be paid monthly, quarterly or half yearly subject to the appropriate loading shown in the quotation.

Any additional **Premium** due, as detailed in the **Annual Revision** accounts, is payable within 30 days of the date we notify you of the amount. If a refund is due, we will offset this against the following year's **Premium** unless the **Policy** has been cancelled, in which case we will refund the appropriate amount to you within 30 days.

7 When can claims be made?

This section deals with common questions, which arise when a **Member** becomes **Incapacitated**.

7.1 How are claims made?

Claims are made by you completing and submitting a claim form.

If we are notified of a claim after the end of the **Deferred Period** (but less than 90 days later) we reserve the right to pay **Benefit** from the date we receive the notice. If we are notified of a claim later, we reserve the right not to pay **Benefit**.

7.1.1 Under what circumstances?

We will pay a claim when a **Member** satisfies the **Definition of Incapacity** and when their **Incapacity** continues beyond the end of the **Deferred Period**.

7.1.2 How Incapacitated must the Member be?

The **Member's** illness or injury must be sufficiently severe that their condition satisfies the **Definition of Incapacity** that you have chosen.

7.1.3 How will this be assessed?

We will take into account the nature of the **Member's Incapacity**, and seek to determine whether or not they satisfy the **Definition of Incapacity** you have chosen.

As part of our assessment we will consider any reasonable adaptations you may be obliged to make, as required under the Equalities Act 2010, which would assist the **Member** to return to **Work**.

When assessing a claim, we will take into account the **Member's** medical condition, its severity, how long it has existed and how it affects them.

The evidence required to assess a claim will include:

- evidence of **Membership** and earnings;
- the **Member's** job description;
- a claim form completed by you;
- a claim form completed by the **Member**;
- a consent form signed by the **Member** that provides us with the authority to obtain further information from their doctors as required under the Access to Medical Reports Act, and to process their personal data under applicable data protection legislation;
- proof of age;
- details of any pension or other income which is to be taken into account for the purpose of ascertaining the maximum **Benefit** in respect of the **Member**;
- satisfactory medical evidence including details of the **Member's** medical history and treatment for the present **Incapacity**;
- such independent medical examinations and/or functional assessments as we may require; and
- such visits to the **Member** and/or the **Employer** as we may require.

We will advise you of our requirements in advance and you must ensure that the **Member** attends all medical examinations, co-operates with reasonable requests for claim visits and provides the information requested for consideration of a claim within 30 days. Failure to do so may result in a claim being declined or **Benefit** payments being discontinued.

Once a claim has been accepted, we will regularly review and monitor the **Member's** progress and the on-going validity of the claim.

7.1.4 Can rehabilitation help?

You can minimise the costs of **Incapacity** and maximise the value that **Incapacitated Members** bring to your organisation by ensuring that rehabilitation and reintegration programmes are investigated and implemented wherever appropriate. **Working** conditions, physical features and other arrangements can often be adjusted quite reasonably so that an **Incapacitated Member** can continue to **Work**.

It is a requirement of the Equalities Act 2010 (EA) that **Employers** make adjustments to **Working** conditions where it is reasonable to do so.

We require you to make all reasonable adjustments to facilitate your **Employee's** return to **Work**, whether or not the disability falls within the scope of the EA.

Our claims management team **Work**s with you and your medical advisers to ensure the claims process runs as smoothly as possible. We can help you to meet the requirements of the EA and your other responsibilities to disabled **Employees** where appropriate.

7.2 For how long will the Benefit be paid?

7.2.1 The **Benefit** *will be paid until the earliest of the following:*

- the date the **Member** no longer satisfies the **Definition of Incapacity**;
- the date the **Member** is no longer suffering loss of earnings;
- the date the **Member** ceases to be an **Employee** of the **Employer** (unless a pre-agreed **pay direct** feature is being exercised);
- the date the **Member** ceases to satisfy the **Policy Eligibility Conditions**;
- the date the **Member** leaves service;
- the date the **Member** retires;
- the date the **Member** dies;
- the date the **Member** reaches the specified **Termination Age**;
- in respect of a **Member** on a fixed term contract, the date the contract of employment applicable at the date of **Incapacity** expires;
- the date the **Limited Term** expires, where applicable;
- the date the **Member** undertakes any gainful employment without our knowledge and consent; or
- the date the **Member**, **Employer** or **Policyholder** commits any fraudulent act or deception.

We reserve the right to terminate, restrict or suspend paying **Benefits** if you or the **Member** fail to supply information requested or evidence of continued **Incapacity** within 30 days of our request.

Payment of **Benefit** is conditional upon **Members** taking all reasonable steps to aid their own recovery and not unreasonably refusing to follow any medical advice or rehabilitation plan.

7.2.2 What happens if the **Employee's** *illness or injury means that they can* **Work** *part-time or in a reduced capacity?*

We may pay a **Partial Benefit**, where an **Incapacitated Member** has completed the **Deferred Period** and either:

- returns to **Work** with you but performs another less well paid occupation; or
- returns to their pre **Incapacity** occupation with you but on a reduced basis for a reduced level of earnings.

It is not necessary for a full claim to have been paid before we will consider a claim for **Partial Benefit** but the **Deferred Period** will apply.

7.3 When do we need to advise you of a Member's absence from Work due to illness or injury?

As soon as possible but in any case when a **Member** has been absent from **Work**, or **Working** on a reduced basis, due to illness or injury for a period of one month.

In the first instance, a notice of absence form should be completed and returned to us by the **Employer**. We will review the **Member's** progress with you and, if it appears that the **Member's** absence from **Work** will extend beyond the **Deferred Period**, full claim forms should be completed by the **Employer** and the **Member** and returned to us no later than six weeks, or 13 weeks in the case of a pre-agreed **Pay Direct Policy**, before the **Deferred Period** is due to expire.

It is important that the claim forms are sent to us promptly so that we can consider the claim before the **Deferred Period** has expired.

If you fail to comply with the timescales detailed above, we reserve the right to decline the relevant claim.

7.4 Who pays for medical evidence?

When we ask for medical evidence we will pay for it.

If we request medical evidence in relation to a **Member** located overseas we will pay for it provided that the cost is no greater than it would have been in the UK. Any excess will be the responsibility of the **Member** or **Policyholder**, unless we agree to make payment in advance.

7.5 Does other income affect the Benefit from this insurance?

Any retirement pension or other income payable as a result of **Incapacity** will be taken into account. This could include:

- income from any other accident, sickness, or long term **Incapacity** insurance **Policy** covering illness or injury;
- any loss of earnings element in respect of a personal injury award;
- any uninsured sickness payments or **Benefits** received by the **Incapacitated Member** from you; and
- any state **Benefit** payable as a result of sickness/ **Incapacity**. The level of this deduction will depend on the basis of cover you have selected (see section 2.4).

7.6 After a Member, in respect of whom a claim has been made, returns to Work, can another claim be made for that Member?

7.6.1 If Incapacity is from the same or a different cause or medical condition:

Where **Benefit** has been paid and **Incapacity** occurs again from the same or a different cause or medical condition lasting at least 14 consecutive days, within 52 weeks of that individual returning to **Work**, or twice the **Deferred Period** whichever is later, the **Deferred Period** will not apply and **Benefit** payments will recommence subject to receipt of satisfactory supporting medical evidence. The level of **Benefit** will be the same as that paid before the **Member's** return to **Work**. This is referred to as a 'linked claim'.

If the **Policy** has a **Limited Term** for which claims will be paid then all periods of **Incapacity** will be added together to calculate the maximum duration of payment.

7.7 What happens to claims if the Policy is discontinued?

If a **Policy** ceases to be insured with us, provided all **Premiums** due are paid, we will:

- continue to pay claims that were accepted before the **Policy** ceased, whilst they remain valid; and
- consider claims where **Incapacity** occurred before the **Policy** ceased.

If a claimant in respect of whom we are paying **Benefit** returns to **Work** after cover is switched all future claims will be the responsibility of the new insurer except where we subsequently accept that a 'linked claim' has occurred in which case the following will apply:

- if the claimant meets the **Actively at Work** criteria of the new insurer we will reinstate **Benefit** payments for a maximum period equivalent to new insurer's **Deferred Period**; or
- if the claimant fails to satisfy the new insurer's **Actively at Work** condition, we will remain liable for future **Benefit** payments until such time as the new insurer's **Actively at Work** condition is satisfied.

8 What is not covered?

There are no general exclusions applicable to the **Policy**. However, exclusions for claims arising from certain specified medical conditions or in specific circumstances may be imposed on medically underwritten **Benefits**.

9 Can cover be provided for Members who are not in the UK?

We can usually provide cover for **Members Working** outside of the United Kingdom as long as they remain eligible for **Membership** of the **Policy** and they have UK contracts of employment.

Members **Working** overseas for periods in excess of 12 months need to be notified to us at each **Annual Revision Date** and when undertaking a rate review.

If a claim is made in respect of a **Member** residing outside of the **Authorised Countries, Benefit** will be paid for a maximum period of 6 months. This period may be extended if it is agreed that it is not medically advisable for the **Member** to travel, in order to return to an **Authorised Country**.

10 Can benefit be paid direct to former Employees after they have left service?

Provided that:
(i) a **Pay Direct** feature has been agreed between us and the **Policyholder**, the terms of which will be set out in the **Policy Schedule**; and
(ii) the **Employer** has satisfied all of its obligations under the Equality Act 2010, then payment may be made directly to former **Employees**.

11 Taxation of Policies

The whole cost of the **Policy** will be borne by you. **Premiums** paid by you will normally be treated as a business expense and are not treated as a benefit in kind for the **Members**.

Benefits are taxed and subject to National Insurance contributions under the PAYE system prior to payment to the **Member**.

This information is based on our understanding of legislation and HM Revenue & Customs practice at the date of printing.

12 Continuation option

There is no continuation option allowing cover to continue for a **Member** leaving service.

13 Surrender value

The **Policy** has no surrender value.

14 Glossary

"Actively at Work"
means that an **Employee**:

- is not absent from **Work** due to illness or **Incapacity**;
- has not received medical advice to refrain from **Work** and is actively following their normal occupation; and is **Working** the normal number of hours required by their contract of employment, either at their normal place of **Work**, or at a location to which they are required to travel for business, or have been given permission or requested to **Work** from.

An **Employee** will be regarded as being **Actively at Work** if they are fully capable of so doing were it not for:

- a leave of absence previously authorised by their **Employer** (including but not limited to Adoption, Maternity and Paternity Leave); or
- the requirement for being **Actively at Work** falling on a day the individual is not contracted to **Work** (such as a weekend or public / bank holiday). Provided that they were capable of meeting the definition on the last day they were due to **Work**.

"Annual Benefit"
means the basic **Benefit** and, if applicable, additional **Benefit**.

"Annual Revision or Annual Revision Date"
The anniversary of the start date unless you have agreed another date with us. This date is stated in the **Policy Schedule** and is the date used for the annual provision of data and calculation of **Premiums**.

"Anti-Selection Requirement"
means that which is required for a **Member** to increase cover such as **Actively at Work** and any relevant **Qualifying Lifestyle Events** as detailed in the **Policy Schedule**.

"Associated Policy"
means a **Policy** that is linked to another **Policy** insured by Generali by way of **Premium Rate** or **Free Cover Limit**, and as specified in the **Policy Schedule**.

"Authorised Country"
means Members of the European Union together with Members of the European Free Trade Association plus Australia, Bahamas, Canada, Cayman Islands, Channel Islands, China, Gibraltar, Hong Kong, India, Isle of Man, Malta, Mexico, New Zealand, Philippines, Serbia, Ukraine, and the United States of America, or such other countries as may be agreed by Generali.

"Benefit"
means any amount paid by Generali to the principal **Employer** by reason of the **Incapacity** of a **Member** including basic **Benefit**, additional **Benefit** and **Partial Benefit**.

"Capital Sum"
means a pre-defined lump sum amount that would be payable at the end of a specified **Limited Term**.

"Commencement Date"
means the inception date of cover placed with Generali.

"Consumer Price Index"
means the UK **Consumer Price Index** rate issued by the Office for National Statistics. Generali reserves the right to use another index if the **Consumer Price Index** is discontinued or if in Generali's opinion the way in which the rate is calculated changes to a material extent.

"Core Benefit"
means the minimum level of **Annual Benefit** available to **Members**, or groups of **Members**, under a **Flexible Benefit Policy**.

"Deferred Period"
means the period of **Incapacity** which must elapse before **Benefit** may become payable. If the **Member** is on statutory leave or granted leave of absence, the **Deferred Period** will start from the date of **Incapacity** and **Benefit** payments will start from either the end of the **Deferred Period** or the agreed return to **Work** date whichever is the later. Generali will link periods of absence where the **Member** has been **Working** at reduced capacity (in either their same or an alternative role), caused by the same or related illness or injury within any 12 month period.

"Definition of Incapacity"
means the 'test' against which the validity of any claim will be measured.

"Employee"
means an individual who is employed by one of the **Employers**.

"Employer"
means one of the **Employers** by which a **Member** is employed.

"Escalation Rate"
means the **Escalation Rate** by which a **Member's Benefit** would increase.

"Flexible Benefit"
means the level of **Annual Benefit** in excess of the **Core Benefit** that a **Member** can opt to increase or decrease.

"Free Cover Limit"
means the level of **Insured Salary** above which a **Member** is required to provide evidence of health.

"Incapacity" or "Incapacitated"
means, in the opinion of Generali, **Incapacity** or **Incapacitated** in accordance with the **Definition of Incapacity**.

"Insured Salary"
means the salary definition relating to the calculation of basic **Benefit** specifically set out in the quotation.

"Limited Term"
means the maximum length of time for which **Benefit** is payable in respect of a **Member**.

"Material and Substantial"
means duties that are normally required for the performance of a **Member's** occupation and cannot reasonably be omitted or modified by their **Employer**.

"Medical Underwriting"
means the process we use to assess the health and pastimes of an **Employee**. At the end of the process, we may apply special terms.

"Member"
means an **Employee** included within the **Policy**.

"Membership"
means all Eligible **Employees** 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.

"Once-Only underwriting"
means if we have underwritten a **Member** and cover is in place, future increases in **Benefit** can be provided on the same terms and without **Medical Underwriting** as long as:
- There are 20 or more **Members**
- The **Benefit** for the **Member** has not been restricted to the **Free Cover Limit** and
- The increase in **Benefit** results solely from an increase in salary

"Pay Direct"
means a **Policy** feature which gives you the option to ask us to continue to pay **Basic Benefit** to a former **Employee** after they have left service. This contract option must be agreed at inception or rate review and will incur a **Premium** loading. The **Definition of Incapacity** will change to 'any suited' after a period of 2 years continuous absence.

"Partial Benefit"
means a **Partial Benefit** which may be payable at the sole discretion of Generali if an **Incapacitated Member** who has completed the **Deferred Period** either:
- returns to their pre-**Incapacity** occupation with the **Employer** on a reduced basis with a reduced level of earnings; or
- returns to **Work** with the **Employer** but performs another less well paid occupation.

"Pensionable Salary"
means the salary definition relating to the calculation of pension fund contributions, as specified on the quotation.

"Policy"
means the contract of insurance between the principal **Employer** and Generali.

"Policyholder"
means the company or other business entity named as **Policyholder** in the **Policy Schedule** and registered in the UK.

"Policy Eligibility Conditions"
means the defined eligibility conditions applicable to the entry of a **Member** to the **Policy**, as specified on the quotation.

"Policy Schedule"
means, the current **Policy Schedule** (as issued by us from time to time), or in the case of a claim for **Benefit** the **Policy Schedule** that applied as at the date of **Incapacity**, that states details of the **Policyholder**, cover provided by this **Policy**, and any special terms (if applicable). In the absence of a **Policy Schedule**, the terms outlined in the latest accepted quotation will apply.

"Pre-existing Condition"
means any disease, illness or injury that the **Member** has experienced symptoms of, received treatment for, had routine monitoring of, or has undergone investigations for, in the 5 years immediately before the date they qualify for inclusion within the **Policy** (or date of increase in benefits).

"Premium"
means the sum(s) payable by the principal **Employer** to Generali as required under the **Policy**.

"Premium Rate"
means the **Premium Rate**(s) specified in the quotation.

"Qualifying Lifestyle Event"
means the event upon which a **Member** may choose to effect a change in their **Flexible Benefit**, as specified on the quotation.

"Rates"
means **Premiums** will be calculated based on a unit rate. For income protection the **Premium** is calculated by multiplying the total **Insured Salary** (or sometimes total benefit) by the unit rate.

"Retail Prices Index"
means the UK Index of Retail Prices issued by the Office for National Statistics. Generali reserves the right to use another index if the **Retail Prices Index** is discontinued or if in Generali's opinion the way in which the UK Index of Retail Prices is calculated changes to a material extent.

"Temporary Cover"
means cover provided up to the full **Annual Benefit** level required for the period between the date that the principal **Employer** has been notified of the requirement for underwriting and the date an underwriting decision is issued. However no cover will be provided in respect of **Pre-existing Conditions**.

"Termination Age"
means the age cover would normally cease under the **Policy**, as specified on the quotation.

"Work, Working or Worked"
means on the part of a **Member**, any employment, self-employment or consultancy or engaging in any **Work** or physical activity which gives rise, or is capable of giving rise, to any remuneration, income, fees, profits, capital or other gains, whether or not they are taxable and whether or not they are paid to, or to the order of, or enjoyed, whether directly or indirectly, by the **Member** or any person with whom he lives or to whom he is related or who is dependent on him.

"UK Employer"
means an **Employer** that is registered for tax purposes in the UK.

15 Further information

15.1 Complaints

We aim to provide a helpful and efficient service, however if you have a complaint or concern about any aspect of the service you have received, please tell us by contacting:

Client Resolution Team
Assicurazioni Generali S.p.A.
55 Mark Lane
London EC3R 7NE

Phone: 020 7265 6200
Email: EBclientresolution@generali.co.uk

We will investigate your complaint and keep you informed as to progress whilst the investigation is ongoing. If you are unhappy with the outcome of our investigation, you may be able to refer your complaint to the Financial Ombudsman Service who will carry out an impartial review of your complaint and the way in which we have handled it.

The contact details for the Financial Ombudsman Service are as follows:

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

Phone: 0800 023 4567
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS and the complaints they handle at www.financial-ombudsman.org.uk

15.2 Compensation

In certain circumstances, if we are unable to meet our liabilities, you may be able to claim compensation in respect of this **Policy** from the Financial Services Compensation Scheme (FSCS). The FSCS provides cover for 90% of the claim in respect of certain insurance contracts.

Further information is available upon request or directly from the FSCS at:

10th Floor, Beaufort House,
15 St Botolph Street,
London EC3A 7QU.

Telephone: 0800 678 1100
Email: enquiries@fscs.org.uk
Website: www.fscs.org.uk

15.3 Law

The **Policy** shall be subject to the laws of England and the exclusive jurisdiction of the Courts of England. Under the **Policy, Members** do not have any rights under the Contracts (Right of Third Parties) Act 1999. Only Generali and the **Employer** shall have any rights under the **Policy**, and the **Policy** is not assignable to any third party, including any **Member**. This document is a guide to the features of the **Policy**. Where there is any difference between this guide and the **Policy**, the **Policy** takes precedence.

15.4 Regulatory information

We are an Italian public company incorporated with limited liability. We were established in 1831 and have our Head Office in Trieste, Italy. We are registered on the Italian register of insurance and reinsurance companies in section 1 under number 1.00003 and we are authorised to transact insurance business by the Italian regulator, Istituto per la Vigilanza sulle Assicurazioni (IVASS). We have been operating in the UK since 1963 and our UK Branch is registered with Companies House under number BR1185, and is subject to regulation by the UK Financial Conduct Authority (reference number 139430).

15.5 How we use personal data

You and your **Members** can see how Assicurazioni Generali S.p.A UK Branch uses personal data by visiting www.generali.co.uk/Info/Privacy-Information or contacting our Data Protection Officer by emailing privacy@generali.co.uk or writing to The Data Protection Officer, Assicurazioni Generali S.p.A UK Branch, 55 Mark Lane, London EC3R 7NE

15.6 Packaged services

Your **Policy** may include non-insurance services as part of a package which are made available to you at no additional cost. It is not possible to buy the different non-insurance components of your **Policy** separately from us.

14.7 Employee remuneration

Our employees may receive an annual bonus payment to recognise exceptional performance during the previous 12 months. The decision to pay a bonus is at the discretion of the applicable senior manager and may take into account, among other activities, the performance of the relevant portfolio of insurance policies. We do not, however, calculate the value of employee bonuses as a proportion of the annual **Premium** received from the sale of policies.

15.8 Sanctions

We shall not be deemed to provide cover or liable to pay any claim or provide any **Benefit** hereunder to the extent that the provision of such cover, payment of such claim or provision of such **Benefit** would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America or United Kingdom.

15.9 Contact Details

Generali Employee Benefits
55 Mark Lane
London
EC3R 7NE

Tel. +44 (0)20 7265 6200
www.generali.co.uk/eb

Assicurazioni Generali S.p.A. UK Branch, 55 Mark Lane, London EC3R 7NE

Company incorporated in Trieste in 1831. Share capital €1,602,462,715.77 fully paid-up. Registered office at Piazza Duca degli Abruzzi 2, Trieste, Italy. Italian tax identification and companies registry number 00079760328. Authorised and regulated by Istituto per la Vigilanza sulle Assicurazioni (IVASS). Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Registered in the IVASS register of insurance and reinsurance companies under no. 1.00003. Parent company of Generali Group and entered in the IVASS register of insurance groups under no. 026. UK company registration no. BR1185