

Executive Income Protection

Key Features

Executive Income Protection

Key features

This document:

- Explains the main features of our Executive Income Protection plan. It tells you what is covered, the circumstances in which we'll pay benefit and any exclusions that apply
- Does not give the full terms and conditions of the cover – these can be found in the Executive Income Protection Terms and Conditions which are available from your financial adviser or at www.unum.co.uk

Please read this document along with any illustration of costs and benefits we have provided to make sure you understand the product and how it works.

We recommend that you keep all your plan documents together in a safe place.

The plan:

- Meets the demands and needs of an employer who wishes to provide a monthly benefit if an employee is unable to work because of illness or injury for an agreed length of time
- Includes the option to cover some of the ongoing employment costs

Unless specified any references to employees include directors.

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Your commitment

By taking out a plan with us, you agree to:

- Pay premiums on time
- Give us accurate and complete information when we ask for it
- Select an appropriate level of cover and review it regularly to make sure it continues to meet your needs
- Notify us of claims within the time limits set out in this document
- Tell us if your employee covered under the plan takes a career break or is no longer employed by you
- Tell us if there is any change in the health of your employee between the date of your application and the date we tell you that your plan has started

Risk factors

You should be aware of the following risks:

- Cover will end if you do not comply with the terms and conditions or if premiums are not paid
- If you choose reviewable premiums, we can change our premiums in the future
- If you do not review the cover regularly, it may provide:
 - Less benefit than you need to keep in line with your employee's earnings; or
 - More cover than you can claim under the plan. If this happens we won't refund any premiums
- If we are not provided with information we ask for or the information provided is incomplete, incorrect, untrue or misleading we may:
 - Not pay claims under this plan; or
 - Withhold or restrict cover
- Certain causes of claim may not be covered (please see Section 7 - When will the plan not pay out?)
- Your plan has no cash-in value
- The way that HMRC tax benefits may change in the future
- The benefit we pay under this plan may affect your employee's entitlement to means tested state benefits

Questions and answers

1. What is Unum Executive Income Protection?

A plan that provides a monthly benefit if an employee is unable to work because of illness or injury.

Please note:

- Benefit payments only become payable after the employee has been off work due to illness or injury for an agreed length of time. We call this the deferred period
- For benefit to be payable the employee must satisfy the definition of incapacity
- The standard definition of incapacity is that your employee is “unable by reason of illness or injury to perform the material and substantial duties of their occupation”
- Material and substantial duties are those normally done in your employee’s occupation and which cannot reasonably be left out or modified by them or the business
- Occupation is not restricted to one place of work
- Different definitions of incapacity apply:
 - If you keep the cover going while your employee is not working
 - Under the Disability Plus benefit option

2. How do I select the plan’s features so that it meets my needs?

When setting up the plan, you will be able to make a number of decisions about the type and level of cover.

The choices you make will affect the premiums we charge and there may be occasions when some options are not available.

Decision 1 - the level of income protection benefit to provide

You can choose any amount up to 80% of earnings.

The overall maximum benefit we can provide at the start of your plan is £300,000 per year.

By earnings we mean the combined value of gross income paid through PAYE and the taxable value of selected non-cash benefits received as benefits in kind in the 12 months before the employee became incapacitated. For shareholding directors we can take account of dividends they receive from the business.

Please note:

If your employee receives other income during incapacity it may affect the amount of benefit we pay.

We will limit the Income Protection benefit we pay so that the total of:

- The Income Protection benefit; and
- Any other income payable to your employee does not exceed 80% of earnings.

If the total is more than 80% of earnings we will reduce the Income Protection benefit by the amount of the excess. In these circumstances, we will not refund any premiums.

Other income which is not taxable will be increased to make it comparable with taxed income and vice versa.

Other income includes:

- Benefit from any other accident, sickness or Income Protection policies where the maximum payment period is more than 2 years
- Early retirement pensions received as a result of incapacity
- Income from you
- Any other income

We won’t reduce the benefit to take account of state benefits or investment income received by your employee.

Please remember to take this into account when deciding how much benefit to provide.

Decision 2 - the level of optional benefits you want to provide

You can choose one or more of the following additional benefit options to cover some of the ongoing employment costs:

Employer's National Insurance Contributions (NICs)

You can select an amount to cover the NICs you would expect to pay on the Income Protection benefit when passing it on to your employee through PAYE. The maximum limit is £40,000 per year.

Employer pension contributions

You can insure pension contributions that you will continue to pay for your employee during their absence. We can provide a benefit of up to a third of current earnings with a maximum benefit of £50,000 per year.

Disability Plus

If you select this option, the benefit will increase by 20% if:

- The claim has been paid for two years; and
- Your employee is unable to perform a number of specified activities. We describe these activities in Section 4.4 of the Plan's Terms and Conditions.

Please note:

- The 80% of earnings rule would no longer apply when Disability Plus benefit is being paid
- We will stop paying the 20% additional benefit if your employee is no longer unable to perform the specified activities

Decision 3 – how long to provide cover

You can choose the age at which cover for your employee will stop – we call this the plan expiry date. This can be any age up to their 70th birthday. The minimum plan term is 5 years.

Decision 4 - when you want benefit payments to start

Benefit payments start after your employee has been unable to work for an agreed period of time because of illness or injury.

The deferred period options are 4, 8, 13, 26 or 52 weeks.

Please note:

- When selecting the deferred period you should take account of how long earnings will continue after your employee stops working eg. sick pay
- Longer deferred periods reduce the cost of the plan

Decision 5 - how long you want benefits to be paid

When setting up the plan you can choose from the following options:

- Benefit to be paid up to the plan expiry date you have selected
- Benefit to be paid for a limited payment period of 2, 3 or 5 years. Benefit payments will stop earlier if the employee reaches the plan expiry date during the payment period. We call this a limited benefit period plan

Please note:

Under the limited benefit period plan:

- Claims from the same or related cause are added together to complete the limited payment period
- If benefit is paid for part of the limited payment period then:
 - Further claims from the same or related cause can be paid until the limited payment period is completed
 - New claims from a different cause can be paid for up to the whole of the limited payment period
- If benefit has been paid for the whole of the limited payment period:
 - You cannot claim again for that condition or a related condition
 - Your plan would normally end. However:
 - You can exercise the career break option for up to 12 months. Your plan will lapse at the end of the 12 months unless your employee returns to work and you start to pay premiums again within that period.
 - If your employee returns to work at the end of the limited payment period and you start paying premiums again you can make further claims for unrelated conditions

Decision 6 - whether benefits will increase during claim

You can choose whether benefits in payment stay at the same level or increase each year. We call this the escalation rate.

The options available are:

- Nil
- A fixed rate of 5% per year
- In line with Retail Prices Index (RPI) capped at 12%

Please note:

If you choose to increase benefit payments:

- Your premiums will be higher
- Increases in benefit will take place on each anniversary of the date the claim started
- When a claim ends the cover will go back to the level it was before the claim started

Decision 7 - whether premiums are guaranteed or reviewable

You can choose guaranteed or reviewable premiums.

If you choose guaranteed premiums the cost of cover will only change if you change the amount of benefit e.g. if you increase the cover in line with RPI or when you review the level of cover to make sure that it still meets your financial needs.

With reviewable premiums the cost of cover is not guaranteed to stay the same throughout the plan term. This is because when we calculated the premium rates we made assumptions about a number of factors over the term of the plan. These assumptions were based on the information available at the time and are reviewed on an ongoing basis.

If there is any change in the assumptions from when your plan started or since the last review of premiums we can change the premiums rates. There is no limit to the amount we can change the premium by, but in making any changes we will be fair and reasonable to all those who hold reviewable plans.

We can also review premiums if there are changes to the taxation, legislation or regulations that affect this plan.

We will always write to you in advance to tell you about any change.

Worldwide cover

The plan is only available to UK residents but cover is provided if your employee lives, works or travels anywhere in the world.

Non UK taxable earnings can only be covered if they arise in one of the following countries:

Australia, any member state of the European Union, Canada, Channel Islands, Gibraltar, Iceland, Isle of Man, Japan, New Zealand, Norway, Saudi Arabia, South Africa, Switzerland, United States of America.

3. Putting cover in place

We will need a completed application form. This will include information from your intermediary, you (giving the options you have selected for the cover) and your employee.

The details we need from your employee include:

- Personal
- Occupational
- Health and lifestyle
- Medical
- Any existing cover

Please note:

We offer two application form options:

- The employee provides the above information on a paper form
- A tele-underwriting form where the employee section is shorter and we gather occupational, health and lifestyle and medical details over the phone

• Medical underwriting

We may need to ask for more medical evidence such as a GP report, medical examination or blood or other tests.

We will pay for any medical information we request. We will not pay any travel or other expenses incurred by the employee in connection with these reports.

We will assess the information and let you know the terms on which we can provide cover.

- **Starting the cover**

We will only cover an employee who is fit for work on the plan start date.

Please note:

- You have the option to start the cover from the date we accept the application or from a later date selected by you
- No cover will be in place until we have confirmed that we can accept the application

4. What are the options once the plan is in place?

Reviewing your cover

You should regularly review the cover to make sure that the level of benefits provided still meets your financial needs. You may find that you no longer require all the cover you are paying for or that the existing benefits are not sufficient for your needs.

Please note:

Automatic increases in cover and guaranteed increase options are provided without further information from your employee.

These increases in cover are only available to employees who:

- Are fit for work on the date of the increase
- Are not on a career break
- Have not exercised the cover while not in occupation option

Increases are not available in the 5 years before the plan expiry date.

All other requests to increase the cover would be treated as a new application for an Executive Income Protection Plan (covering the amount of the increase).

- **Automatic increases in cover**

The benefit will increase automatically each year in line with RPI up to a maximum of 12%. These increases can take the cover up to a maximum of:

- £600,000 for Income Protection benefit; and

- A total of £180,000 for employer NICs and pension contributions

Your premium will increase when the cover increases – this will be the case regardless of whether you select guaranteed or reviewable premiums.

Please note:

- We will always write to you beforehand to tell you about the increase in benefit and confirm the new premium
- You can choose not to accept an increase
- If you decline two consecutive increases we won't provide any further automatic increases. You can ask us to increase the benefit at a later date by making an application for a new Executive Income Protection plan. We will then assess if we can offer the cover you have requested

- **Guaranteed options to increase cover**

You can choose to increase the cover if your employee's circumstances change. This option is available if they:

- Get married or enter a civil partnership
- Have children
- Increase their mortgage
- Receive a salary increase of at least 10% following a significant promotion or gaining a professional qualification

Please note:

The following limits apply to the guaranteed options to increase cover:

- The increase cannot take the cover over the maximum benefit limit
- The maximum increase in any one year is £10,000
- The maximum limit for the total of all increases is 50% of the benefit at the start of the plan

Guaranteed options to increase cover are available up to an employee's 55th birthday.

- **Other increases**

You can ask to increase the cover at any time but this would be treated as an application for a new Executive Income Protection plan.

- **Options if your employee is not in paid work**

- Career break option
If your employee stops working or takes a career break, you can suspend cover for up to 12 months provided you let us know in advance.

Please note:

- During this time the cover and premiums will stop
- You can re-start the cover at any time within the 12 month period by writing to us
- Once you re-start the plan we will begin collecting premiums again

- Cover while not in occupation
You can continue cover if your employee is not in paid work provided you let us know in advance that you want to exercise the “cover while not in occupation” option.

Cover can be provided for up to 60 months but a different definition of incapacity will apply and a different premium may be payable. The benefit cannot be increased during this period. We provide further details in Section 4.7 of the Plan’s Terms and Conditions.

You must let us know within the 60 month period if you want the cover to go back to the original terms.

5. How is the plan administered?

- **Premiums**

The premiums we charge will depend on:

- Your employee’s personal circumstances including age, occupation, pastimes and medical history
- The amount of benefit and options you selected when setting up the plan
- Whether you have chosen guaranteed or reviewable premiums

The premium shown on the illustration will be based on our standard premium rates. The premium will be affected if, following our assessment of the application, your employee cannot be accepted on standard premium rates.

Premiums are payable in advance

- Annually by Direct Debit or cheque
- Monthly by Direct Debit. Please note, we add 5% for monthly premiums

- **Change of occupation**

Once the plan is in force you do not need to tell us if your employee changes the type of work they do unless they are claiming benefit.

- **What happens if the employee leaves service?**

You need to tell us if your employee leaves service. If they have another job to go to they can arrange with you to:

- Transfer this plan to their new employer. The new employer must agree to pay the premiums and accept the Plan Terms and Conditions; or
- Assign the plan into their name. Under this option the maximum benefit is 50% of earnings, so there may be a need to reduce the benefit under the plan.

Please note:

- Both options are available for 28 days from the employee’s date of leaving service and allow the same or less cover without the need to provide us with additional information. There can be no break in premiums so any outstanding premiums will need to be paid
- The plan will be based on the terms and conditions we offer at the time the option is taken up

- **What happens if the employee dies?**

The plan will come to an end. We will not refund any premiums.

There is a small death benefit if the employee dies during the first 12 months of a claim; and their death is the result of the same illness or injury that resulted in the claim

The benefit will be 12 times the last monthly benefit less the amount of benefit already paid.

6. Making a claim

• What specialist support can we provide to help get an employee back to work?

We have a team of specialists who will work with you to help your employee achieve a safe and sustainable return to work. Rehabilitation and reintegration programmes are an integral part of the claims management process and the support we provide.

From the first week of an employee's absence, you can contact us to ask for general guidance.

- Contact the Rehab Helpline on 01306 646001
- Email us at premier.referral@unum.co.uk

Once a claim has been submitted and a consent form completed, our team can make contact and begin to work with you and your employee.

- Each case is managed individually to take account of the particular circumstances
- The focus is on getting your employee back to work at the earliest appropriate time and we expect this will reduce absence costs for your business

• When to tell us about a claim

The earlier we are told about an absence the earlier we can identify any support we can provide. It will also help to ensure that we are ready to pay benefit at the end of the deferred period.

You can submit a claim as soon as you anticipate a problem but must notify us within the following time limits.

Plan deferred period	When to notify us of an absence
4 weeks	Within 2 weeks of incapacity starting
8 or 13 weeks	Within 4 weeks of incapacity starting
More than 13 weeks	Within 10 weeks of incapacity starting

• Late notification

If we are notified of a claim after the end of the deferred period, our ability to manage the absence and assess the claim may be affected.

Please note:

If we are notified of a claim more than 90 days after the end of the deferred period we can refuse to pay the claim.

• How to tell us about a claim

You will need to send us the following completed forms:

- An individual Income Protection benefit application form (this includes a consent form)
- An occupational questionnaire
- A claims processing consent form

Your employee will need to give their doctor:

- A copy of the signed consent form
- A request for copies of medical records

This will allow their doctor to provide us with the medical records.

Please note:

You can get claim forms by:

Phone: Call our Customer Care Department on 01306 873243

Email: Contact us at individual.claims@unum.co.uk

You can return completed claim forms to us by post or email:

Post: Claims Department, Unum, Milton Court, Dorking, Surrey, RH4 3LZ

Email: individual.claims@unum.co.uk

• How are claims assessed?

We will assess if your employee satisfies the definition of incapacity. We will need:

- Evidence of their medical condition
- Evidence they are receiving appropriate medical advice and treatment
- Information about their job role

We may ask your employee to attend an independent medical examination with a medical practitioner or consultant chosen by us.

Please note:

- To enable us to assess and manage the claim, we must be provided with notification of any change in your employee's condition or circumstances which might affect our ability to pay benefit. For example, a change in their condition, their contract of employment, their income or if they perform any work whether paid or unpaid
- The information we request may include but is not limited to medical evidence, information about the job role, personnel, medical and occupational health records held by you, proof of earnings before and during incapacity, a birth certificate, information relevant to the claim from any person your employee has consulted in connection with their incapacity, your employee attending a medical examination when requested to do so

• When will we pay benefit?

We will pay monthly benefits if your employee meets the definition of incapacity and their incapacity continues past the end of the deferred period.

Benefits are paid in arrears three working days before the end of the month.

Please note:

The deferred period can be:

- Continuous absence
- Separate periods of short term absence (of at least 2 weeks) from the same or a related cause. The deferred period must be completed within a time span of twice the deferred period (eg. a person would complete a 26 week deferred period if they had 26 weeks of absence within 52 weeks)
- Periods where your employee works part time or on restricted duties or in a lower paid role because of illness or injury

• How will the benefit be paid?

We will pay benefits to you in Sterling by direct credit.

• Claims for employees based outside the UK

All benefits will be paid in Sterling to your UK bank account.

Please note:

For claims for employees based outside the UK:

- Foreign earnings will be converted to Sterling using the exchange rate at the date incapacity began
- We will need medical evidence to assess the claim.
 - We will contribute an amount towards the cost of the evidence which is equal to the amount we would expect to pay in the UK for similar evidence. Any excess will be your liability.
- Medical evidence should be provided in the original language it was written and we will arrange for any translation into English. You will be liable for the cost of translation.

• How long do we pay benefits for?

We regularly review claims and will request any information we need to do this. Benefit payments will continue as long as the medical and other relevant evidence supports a claim.

We will stop paying benefits for your employee on the earliest of the date:

- They return to work
- They no longer meet the definition of incapacity
- They no longer have a loss of earnings
- The limited benefit period ends
- The plan ends
- They die

Please note:

When an employee returns to work following a claim the cover and premiums will revert to the level they were before the claim started.

• What happens if your employee can return to work on a reduced basis?

If an illness or injury prevents your employee from working in their own role for the normal number of hours but they work part time or on restricted duties or in a lower paid role we will pay benefit at a reduced rate. We call this proportionate benefit.

Please note:

- We will calculate the new earnings as a proportion of the pre-incapacity earnings. Benefit is then reduced by that proportion. For example if a claimant receives 40% of their previous earnings we will reduce the benefit by 40%
- Proportionate benefit can be paid from the end of the deferred period

- **Can benefit payments restart if an employee becomes incapacitated again from the same illness?**

We will treat the absence as an extension of the original claim if benefit payments end because your employee is no longer incapacitated but:

- Within a year suffers a recurrence of the same illness; and
- Meets the definition of incapacity.

We call this a linked claim.

Please note:

Under linked claims:

- Monthly benefits become payable immediately
- Benefit payments will re-start at the level of the previous claim
- A deferred period will apply to any increase in benefit which occurred while your employee was actively at work

Under the limited benefit period plan no further claims can be made for the same or a related condition once the limited payment period has been completed.

- **Can benefit payments restart if an employee becomes incapacitated again from a different condition?**

This would be treated as a new claim with any benefits becoming payable after the end of the deferred period.

- **Does other income the employee receives affect the benefit?**

If your employee receives other income it may affect the amount of benefit we pay – please see Section 2, Decision 1 – the level of Income Protection benefit to provide.

- **Do I need to pay premiums when claiming?**

No. You do not need to pay premiums while benefit is being paid. However, you should continue to pay premiums until we accept your claim.

7. When will the plan not pay out?

There are no general exclusions under the plan.

As part of the medical underwriting process we may identify that we cannot provide cover for certain medical conditions or certain circumstances. If this happens we will tell you before you start the plan.

We will only consider a claim for someone who wasn't in paid work when they became incapacitated if you exercised the "cover while not in occupation" option before they became ill.

8. Cancellation

Can I change my mind?

You have the right to cancel the plan within 30 days of receiving your plan documents.

You can do this by returning the Cancellation Notice we send you to: Unum, Milton Court, Dorking, Surrey RH4 3LZ.

We will refund any premiums paid.

Cancellation at any other time

You can cancel the plan at any time by letting us know in writing. Cancellation cannot be backdated and we will charge a premium for the cover we have provided up to the cancellation date.

You can stop paying premiums for up to 12 months under the career break option.

9. What about tax?

This section is based on our understanding of the tax rules applying to Executive Income Protection plans and is not intended to give definitive advice. You should take advice from a financial adviser to ensure you understand the impact of tax on your plan and the benefits it provides.

Premiums

For tax purposes, premiums paid by you are not treated as a P11D expense for employees.

Premiums paid by you to cover an employee without a proprietary interest in the company are treated as a business expense.

If the plan is to cover an employee with a proprietary interest in the company, the premiums may still be treated as a business expense. However the final decision will always rest with the local tax inspector and advice should be sought from the local tax office.

Monthly benefit

The benefit paid to you will be treated as a trading receipt. The benefit you pass on to your employee is treated as a trading expense. The result is a neutral tax position.

The benefit paid by you to your employee will be subject to tax and National Insurance under the PAYE system.

10. Other information

How to contact us

Remember your financial adviser will normally be your first point of contact. We are not allowed to give you any financial advice at any stage.

If you have any questions you can phone or write to us.

Phone: 0800 783 3282 lines are open Monday to Friday 8.30am to 5.30pm

Textphone: 01306 887784 lines are open Monday to Friday 9am to 5pm

Letter: Unum
Milton Court
Dorking
Surrey, RH4 3LZ

How to complain

If you are not completely happy with our service or a claims decision, you can make a complaint to our Customer Resolution Team.

Phone: 01306 644761
Email: CustomerResolution@unum.co.uk
Letter: Customer Resolution Team
Unum
Milton Court
Dorking
Surrey, RH4 3LZ
Fax: 01306 873635

Please include your preferred contact details.

We will do our best to resolve your complaint, but if your complaint has not been resolved within 8 weeks, we will explain why it remains unresolved and inform you of your right to refer the matter to the Financial Ombudsman Service (FOS). Once we have finished investigating your complaint we will issue a Final Response Letter. If you remain dissatisfied you will have the right to refer the matter to the FOS. You must refer any complaint to the FOS within 6 months of the date of the Final Response Letter. Please note that some cases may not be eligible for referral to FOS.

Letter: The Financial Ombudsman Service
Exchange Tower
London, E14 9SR

Consumer helpline: 0800 023 4567

For mobiles: 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

If we cannot meet our liabilities, you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS)*

*Please note that the FSCS does not cover firms in the Channel Islands or the Isle of Man.

Amendment

We can change the terms and conditions of your plan if we are required to do so due to changes in law or taxation.

Law

The plan is subject to English Law, and by taking out the plan, you accept that any dispute shall be subject to the exclusive jurisdiction of the English Courts.

The insurer

The cover is provided under an Executive Income Protection plan by Unum Limited.

About Unum

Unum is a leading employee benefits provider offering financial protection including Income Protection, Life insurance and Critical Illness, and corporate dental cover through the workplace.

Our Income Protection customers have access to medical and vocational rehabilitation expertise designed to help people stay in work and return to work following illness and injury. Unum LifeWorks, our Employee Assistance Programme, provides help and advice on a range of work/life issues.

Our Critical Illness customers can also access our [Cancer Support Service](#), providing personalised support for employees with a cancer diagnosis.

We are committed to workplace wellbeing for both employees and employers, and have a wide range of tools designed to help businesses create or enhance their employee wellbeing strategy.

At the end of 2016, Unum protected over 1.4 million people in the UK and paid claims of £293 million - representing in excess of £5.5 million a week in benefits to our customers - providing security and peace of mind to individuals and their families. Unum Dental paid claims of over £11 million, ensuring more than 160,000 people had healthy teeth and gums.

Unum Limited has a financial strength rating of A- (Strong) from Standard & Poor's with a stable outlook.

Our parent company, Unum Group, is a provider of employee benefits products and services in the United States, including group and individual disability insurance. Premium income for Unum Group and its subsidiaries totalled \$8.4bn in the year ended 31 December 2016, with reported revenues for the group totalling \$11bn and total assets of \$61.9bn. For more information please visit www.unum.co.uk.

unum.co.uk

Unum Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Registered Office and mailing address: Milton Court, Dorking, Surrey RH4 3LZ Registered in England 983768 Unum Limited is a member of the Unum Group of Companies.

We monitor telephone conversations and e-mail communications from time to time for the purposes of training and in the interests of continually improving the quality of service we provide.