

# Critical Illness policy



User guide and general terms for employers

# Critical Illness policy

## This document:

- Explains the main features of our Critical Illness product
- Includes the general terms which contain the detail of the insurance contract between the policyholder (the employer) and Unum Limited. This document and the policy document (including the policy coverage document) should be read as if they were one document. If there is any difference between them or any ambiguity, the terms in the policy coverage document will apply
- Is designed for use by commercial customers
- Complies with the Association of British Insurers (ABI) Guide to Minimum Standards for Critical Illness cover 2018

## The policy:

- Is for employers who wish to offer cover to UK employees. The employer must be a UK entity or a non-UK entity with a UK branch registered at Companies House
- Meets the demands and needs of an employer who wishes to provide and/or give their employees the opportunity to choose a tax-free lump sum benefit which is paid if they or their child suffer a critical illness

### **A critical illness means the member or their child is:**

- Diagnosed with one of the defined medical conditions, or
- Undergo or, are placed on an NHS waiting list for one of the surgical procedures covered under the policy

### **For benefit to be payable:**

- The condition or surgical procedure must meet the policy definition, and
- The member or child must survive for at least 14 days after the critical illness occurs

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## Your commitment

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

- Collect any members' contributions
- Pay us premiums on time
- Administer membership of the policy using an employee benefits platform approved by us
- Give us accurate and complete information when we ask for it
- Notify us if there are significant changes to your business
- Notify us of claims promptly

## Risk factors

You should be aware of the following risks:

- The rates used to calculate the premiums and the terms of this policy are usually guaranteed for 2 years and are then reviewed. However, we can amend the terms if there is a significant change to your business. Please see section 7 for more information
- A pre-existing conditions exclusion applies to cover under this policy
- Cover will end if you do not comply with the policy terms or if premiums are not paid
- If you do not notify us of a claim promptly, benefit payments may be delayed or deferred
- The way that HMRC tax benefits may change in the future
- We do not offer advice on the suitability of the product for individual circumstances. We provide information only for you and your employees to make an informed decision on how the policy meets individual circumstances

# How your policy works

## 1. Who can be covered?

### Membership

Cover is available for all your permanent and fixed-term UK employees, including directors, aged 16 and over, and under age 70 who are actively at work.

They must be employed by you or another employer included in this policy, on payroll and have PAYE deducted.

At the start of the policy, unless otherwise agreed by us there must be at least 10 employees covered.

We automatically provide cover for a member's children from birth until their 18th birthday (or 21st birthday if they are in full-time education).

A member's child is covered if they are:

- The biological offspring of the member, or the member's stepchild, or
- Legally adopted by the member, or
- Financially dependent on the member

### Overseas employees

An employee who is based overseas must have a contract of employment with you or a UK based subsidiary company.

The following additional requirements apply if the employee is seconded abroad:

- The UK employer must retain control of where and for who the employee works
- The employee and their UK employer must have a written agreement that the employee will return to work with the UK employer when the secondment ends

For the purposes of this policy the UK means England, Northern Ireland, Scotland, Wales, the Channel Islands and the Isle of Man.

### Actively at work

Employees need to be actively at work on the day cover in respect of them starts or is increased.

**Actively at work means that an employee:**

- **Is actively following their normal occupation, and**
- **Is working the normal number of hours required by their contract of employment, and**
- **Is working at their normal business or at another business location, and**
- **Has not received medical advice to reduce or stop their work activity, and**
- **Has not had more than 10 consecutive days' sickness absence from work in the previous 6 months**

And includes employees who are:

- On a period of leave that was agreed in advance by you, or
- Not contracted to work

Employees on zero-hours contracts will not be considered to be actively at work if their medical records show that on the day it applies, they were suffering from a medical condition which would have prevented them working or that would have caused them to have more than 10 consecutive days' sickness absence from work in the previous 6 months.

## 2. What cover can be chosen?

### Joining the policy

Eligible employees can become members and covered for a lump sum benefit of:

**£10,000, £20,000, £30,000, £40,000 or £50,000**

Members' children are automatically covered for 25% of the member's chosen benefit at no additional cost.

Benefits are chosen before the start of the policy and each year within a set period of time we call an enrolment window.

New employees can be covered for any of the levels of lump sum benefit within 3 months of joining the company. The chosen benefit will apply from the start of the next monthly period of cover.

Employees not covered at the first opportunity can be covered from a subsequent annual enrolment.

The actively at work requirement applies when cover starts.

### Which critical illnesses are covered?

The full list of conditions covered is shown below. No other conditions are covered.

- **Cancer\*** – excluding less advanced cases
- **Cancer** – second and subsequent
- **Coronary artery bypass grafts\***
- **Creutzfeldt-Jakob disease** – resulting in permanent symptoms
- **Dementia including Alzheimer's disease** – resulting in permanent symptoms
- **Heart attack\***
- **Kidney failure** – requiring permanent dialysis
- **Major organ transplant\*** – from another donor
- **Motor neurone disease** – resulting in permanent symptoms
- **Multiple sclerosis\*** – with persisting symptoms
- **Parkinson's disease and Parkinson plus syndromes\*** – resulting in permanent symptoms
- **Stroke\***

Please be aware that these headings are a guide only and the full definitions are contained in section 9 of this policy.

The Association of British Insurers produces a guide to minimum standards for Critical Illness policies. Conditions or procedures marked with \* provide wider cover than the guide to minimum standards.

## How much does cover cost?

The premium for a member will depend on:

- The lump sum benefit chosen,
- Their age at the start of the policy year, and
- Whether or not they are a smoker when they choose to join

**A non-smoker is a member who has not used cigarettes or any tobacco or nicotine products including nicotine gum, nasal spray and e-cigarettes in the previous 12 months.**

The premium is paid by you – you collect any members' contributions.

## Annual enrolment

If no changes are made during a subsequent annual enrolment window, cover and the member's smoker status will continue at the previous level.

Premiums may increase as the member's age increases.

## Changing cover

Members' cover can change up to twice a year:

- Once on a set day each year (this is usually the policy anniversary) by making changes during the annual enrolment window
- Once a year if their circumstances change. We call these lifestyle events

The lifestyle events are:

- **Marriage or entering a civil partnership**
- **Divorce or dissolution of a civil partnership**
- **Birth or adoption of a child**
- **Death of a dependant**

Any benefit changes must be made within 2 months after the lifestyle event and will apply from the next monthly period of cover.

The actively at work requirement also applies to increases in benefit.

## Employee can cancel contributions within the first 30 days

An employee may cancel their contributions or an increase in contributions within 30 days of choosing the contributions. You must ensure the monthly membership list is updated to reflect any employees who have chosen to cancel.

## 3. When does cover end?

### Cover for a member ending

Cover for a member will stop at the end of the monthly period of cover in which they:

- Choose to stop cover following a lifestyle event or during an annual enrolment
- Are no longer on your payroll with PAYE deducted
- Are no longer employed by you or an employer covered by the policy
- Last had premium paid by you

Cover for a member will end at the next policy anniversary after they reach age 70.

Cover for a member will also end when the policy ends.

Cover for a member's child will end when the child no longer meets the eligibility for a child or when the member's cover ends, if earlier.

### Cover during temporary absence

Cover can continue during temporary absence from work as long as premiums are paid and the member remains employed by you or an employer covered by the policy.

Where cover ceases as a result of non-payment of premium during temporary absence, cover can be restarted at the next annual enrolment when they are actively at work



## 4. What is not covered?

### Pre-existing and related conditions exclusions

We will not pay benefit for a pre-existing condition or a recurrence of a pre-existing condition.

**A pre-existing condition means one of the defined conditions in section 9 of this policy.**

We will not pay benefit during the first 2 years of cover for a critical illness event which was linked to a related condition which the member:

- Received treatment or advice for, or
- Was aware of before the start of cover

**A related condition means one of the conditions listed in section 10 of this policy.**

The pre-existing and related conditions exclusions apply:

- from the start of cover,
- after a successful claim,
- to all increases in benefit, and
- to employees' children covered under the policy.

If a policy is moved to us from another insurer on the same benefit basis, the pre-existing and related conditions exclusions will start from the date the member's cover started with the previous insurer.

## 5. Putting cover in place and policy servicing

### Starting the cover

Cover will start on the agreed date when you confirm that you agree to the terms of the policy. We cannot backdate cover.

The policy start date will be shown in the policy coverage document.

### Information to be provided

You must provide us with the information we need to calculate premiums, administer the policy and assess and pay claims.

So we know who is covered under the policy, you must send us an up-to-date membership list at the start of cover and for each monthly period of cover.

The membership list should give a minimum of the following information for each member:

- **Full name**
- **Date of birth**
- **Gender**
- **Date of joining**
- **Smoker or non-smoker status**
- **Benefit amount**

All information must be provided in the form and timescales we specify. We are not responsible for any errors or omissions in any information provided to us.

If we do not receive the information we need to calculate the premium within 2 months, we can vary the terms of, or cancel, the policy. We will give you at least 30 days' notice before we do this.

### Premiums

You are responsible for collecting any members' contributions and paying us the premiums.

Premiums must be paid monthly from a UK bank account in pounds sterling on receipt of our invoice.

If you do not pay premiums when they are due, we may:

- Charge interest for late payment, and/or
- Cancel the policy

We will give you at least 30 days' notice before we do this.

We have the right to decline a claim if the critical illness occurred in a period for which premiums have not been paid.

## 6. Making a claim

Members should notify us of a claim as soon as possible if they or their child are diagnosed with a medical condition or undergo or, where applicable are placed on an NHS waiting list for a surgical procedure covered under the policy and then survive for 14 days.

If we are notified of a claim more than 90 days after the member or their child is diagnosed with one of the medical conditions or undergoes a surgical procedure covered under your policy, we have the right not to pay benefit.

To enable us to assess a claim, the member must provide us with:

- A completed claim form
- A signed consent form
- Any additional information we request to assess the claim

Members can get a claim form by:

**Website:** [Download the forms](#)

**Phone:** Call our Customer Care Department on **0345 850 9885**

**Email:** Contact us a [LifeBenefitClaims@unum.co.uk](mailto:LifeBenefitClaims@unum.co.uk)

Members can return completed claim forms to us by post or email.

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

**Email:** [LifeBenefitClaims@unum.co.uk](mailto:LifeBenefitClaims@unum.co.uk)

### Claim assessment

We will request medical information from the member or child's GP and consultant(s) to assess if they satisfy the critical illness definition.

We may also contact you to confirm the member's eligibility for cover.

For benefits to be payable, a critical illness must be established to the satisfaction of Unum's Chief Medical Officer.

We can decline a claim or adjust the benefit payable for a member or child if we do not receive the information we request.

We will pay for any medical evidence we request in the UK.

### Pre-existing and related conditions exclusion

We may require evidence to confirm whether a claim was linked to a pre-existing or related condition as defined in section 4 of this policy.

If this is found to be the case, the benefit or the increase in benefit will not be paid.

### Non-smoker status

Where the member was declared as a non-smoker, if the critical illness event was as a result of or related to a smoking-related illness, we may require medical information to check that their smoker status was not misrepresented.

If the status was misrepresented, the benefit may be reduced or declined.

### Benefit payments

We will pay the benefit to the employee in sterling by direct credit.

## 7. Amendment and cancellation

### Amendment and cancellation by us

We can withhold or restrict cover for an employee who is not included in the data or the information is inaccurate or incomplete.

We can amend the policy terms:

- At any time the premium rate is reviewed
- If there is any change in the legislation (including the introduction of new legislation) which affects the premium rate or the payment of benefit under this policy
- If there is any change in the taxation system which affects this policy
- If there is a significant change to your business

You must tell us immediately if there is a significant change to your business including:

- A merger or acquisition
- The sale of part of your business
- A change to your normal business locations or overseas travel patterns
- Changes to the occupations of the members

We have the right to change the terms or premium rate to reflect any additional risk.

We will give you at least 30 days' notice before we make any changes to the policy terms. We can cancel the policy or amend the policy terms if:

- You do not provide us with the information we request
- You do not pay the premiums when they are due
- Your business stops trading
- The number of members falls below 10
- You do not administer membership of the policy using an employee benefits platform approved by us

We will give you at least 30 days' notice before we cancel the policy. We will charge premiums for the cover we have provided up to the cancellation date.

### Cancellation by you

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

### Trade sanctions

We can also cancel the policy immediately if:

- You or an employer or the beneficial owner of either becomes a restricted person
- We believe that you may expose us to the risk of being or becoming subject to any sanction, prohibition or adverse action by the government of the United Kingdom, the United States of America, the United Nations, European Commission or Council of the European Union

We can deny or permanently stop payment of benefit in respect of a member or to a beneficiary who is a restricted person.

### Your business ceases trading

If your business ceases trading, this policy will end immediately.

### What happens to claims if the policy is cancelled?

We will pay any eligible claims for members where the critical illness occurred during the period for which we provided cover.

## 8. Taxation

This section is based on our understanding of UK tax rules applying to critical illness insurance policies and is not intended to give definitive advice. For companies registered outside of the UK – eg. in the Channel Islands or Isle of Man, local tax rules apply. You should take advice from an independent financial adviser to ensure you understand the impact of tax on your policy and the benefits it provides.

### Premiums – portion paid by members

You are collecting any members' contributions and paying us the total premium

- The contributions will already have been subject to tax including any Class 1A National Insurance liability
- You cannot offset the contributions as a trading expense
- For the employee there is no tax relief on the contributions paid

### Premiums – portion paid by employer

- Premiums paid by you to cover your employees are treated as a business expense
- You may be liable for Class 1A National Insurance contributions on the premiums
- Premiums paid by you on their behalf are treated as a P11D expense for employees

This is the same if the premium is paid as part of a salary sacrifice arrangement.

### Benefits

Lump sum benefits are paid tax-free to the employee.

## 9. Defined conditions

### Critical illness definitions

The complete list and definitions of medical conditions and surgical procedures covered under the policy is set out below. No other conditions or procedures are covered.

### Cancer – excluding less advanced cases

Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes leukaemia, sarcoma, and lymphoma except cutaneous lymphoma (lymphoma confined to the skin).

For the above definition, the following are not covered:

- All cancers which are histologically classified as any of the following:
  - Pre-malignant
  - Non-invasive
  - Cancer in situ
  - Having borderline malignancy, or
  - Having low malignant potential
- All tumours of the prostate unless histologically classified as having a Gleason score of 7 or above or having progressed to at least clinical TNM classification T2bN0M0
- Chronic lymphocytic leukaemia unless histologically classified as having progressed to at least Binet Stage A
- Any skin cancer (including cutaneous lymphoma) other than:
  - Malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin), or
  - Basal cell carcinoma or squamous cell carcinoma that has spread to lymph nodes or metastasized to distant organs

### Cancer – second and subsequent

This provides some cover for employees who have been previously diagnosed with cancer. A benefit would be payable for a diagnosis of a new, unrelated cancer as defined by the general terms.

The pre-existing condition exclusion applies in the normal manner to subsequent cancer claims unless:

- The member has been treatment free for a period of 2 years following the most recent previous diagnosis of cancer, and
- There is no evidence, confirmed by appropriate up-to date investigations and tests, of any continuing presence, recurrence or spread of the previous cancer, and
- The new cancer:
  - Affects an organ that is physically and anatomically separate to any previous cancer, and
  - Is not a secondary cancer or histologically related to any previous cancer, or
  - For haematological cancers, the new cancer is categorised or divided according to defined cell characteristics in a distinctly different manner to any previous cancer

Treatment includes chemotherapy, radiotherapy, monoclonal antibody therapy, and invasive or non-invasive surgery, but does not include long term maintenance hormone treatment.

### Coronary artery bypass grafts

The undergoing of surgery, or inclusion on an official UK waiting list for surgery, on the advice of a consultant cardiologist to correct narrowing or blockage of one or more coronary arteries with bypass grafts.

## Creutzfeldt-Jakob disease – resulting in permanent symptoms

A definite diagnosis of Creutzfeldt-Jakob disease by a consultant neurologist resulting in permanent neurological deficit with persisting clinical symptoms.

## Dementia including Alzheimer's disease – resulting in permanent symptoms

A definite diagnosis of dementia including Alzheimer's disease by a consultant neurologist, psychiatrist or geriatrician. There must be permanent clinical loss of the ability to do all of the following:

- Remember
- Reason; and
- Perceive, understand, express and give effect to ideas

## Heart attack

Death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:

- New characteristic electrocardiographic changes or other positive findings on diagnostic imaging tests
- The characteristic rise of cardiac enzymes or Troponins

The evidence must show a definite acute myocardial infarction.

For the above definition, the following are not covered:

- Other acute coronary syndromes or
- Angina without myocardial infarction

## Kidney failure – requiring permanent dialysis

Chronic and end stage failure of both kidneys to function, as a result of which regular dialysis is permanently required.

## Major organ transplant – from another donor

The undergoing as a recipient from another donor, or inclusion on an official UK waiting list for a transplant of any of the following:

- Bone marrow, or
- A complete heart, kidney, liver, lung or pancreas, or
- A lobe of liver, or
- A lobe of lung

For the above definition, the following are not covered:

- Transplant of any other organs, parts of organs, tissues or cells

## Motor neurone disease – resulting in permanent symptoms

A definite diagnosis of one of the following motor neurone diseases by a consultant neurologist:

- Amyotrophic lateral sclerosis (ALS)
- Primary lateral sclerosis (PLS)
- Progressive bulbar palsy (PBP)
- Progressive muscular atrophy (PMA)

There must be permanent clinical impairment of motor function.

## Multiple sclerosis – with persisting symptoms

A definite diagnosis of multiple sclerosis by a consultant neurologist that has resulted in either of the following:

- Clinical impairment of motor or sensory function, which must have persisted from the time of diagnosis, or
- Two or more attacks of impaired motor or sensory function together with findings of clinical objective evidence on Magnetic Resonance Imaging (MRI scan)

All of the evidence must be consistent with multiple sclerosis.

## Parkinson's disease and Parkinson plus syndromes – resulting in permanent symptoms

A definite diagnosis of Parkinson's disease or one of the following Parkinson plus syndromes by a Consultant Neurologist or Geriatrician.

- Multiple system atrophy
- Progressive supranuclear palsy
- Parkinsonian-dementia-amyotrophic lateral sclerosis complex
- Corticobasal ganglionic degeneration
- Diffuse lewy body disease

There must be permanent clinical impairment of motor function with associated tremor and muscle rigidity.

For the above definition, the following are not covered:

- Any other Parkinsonian syndromes/Parkinsonism

## Stroke

Death of brain tissue due to inadequate blood supply or haemorrhage within the skull that has resulted in all of the following evidence of stroke:

- Neurological deficit with persisting clinical symptoms lasting at least 24 hours, and
- Definite evidence of death of tissue or haemorrhage on a brain scan

For the above definition, the following are not covered:

- Transient ischaemic attack
- Traumatic injury to brain tissue or blood vessels
- Death of tissue of the optic nerve or retina / eye stroke



## 10. Related conditions

The specific related conditions exclusions which apply to each group of critical illnesses are shown in the table below:

Group	Critical illnesses	Related conditions (Applies for 2 years)
<b>Cancer</b>	Cancer - excluding less advanced cases Cancer - second and subsequent	Polyposis coli Papilloma of the bladder Any carcinoma-in-situ
<b>Heart and circulatory diseases</b>	Coronary artery bypass grafts Heart attack Stroke	Any disease or disorder of the heart Any obstructive or occlusive arterial disease Blood pressure treated at any time by prescribed medication Diabetes mellitus
<b>Organ failure</b>	Kidney failure - requiring permanent dialysis Major organ transplant - from another donor	Any disease or disorder of the heart Any chronic lung disease Any chronic renal disease or disorder Any chronic liver disease Chronic pancreatitis Chronic leukaemia Diabetes mellitus
<b>Diseases of the brain and central nervous system</b>	Creutzfeldt-Jakob disease - resulting in permanent symptoms Dementia including Alzheimer's disease - resulting in permanent symptoms Motor neurone disease - resulting in permanent symptoms Multiple sclerosis - with persisting symptoms Parkinson's disease and Parkinson plus syndromes - resulting in permanent symptoms	Any disease or disorder of the brain or central nervous system

# 11. Further information

## Complaints

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](mailto: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 the FOS.

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

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

## Law

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

The policy is not assignable.

Employees do not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this policy. This means that there is no requirement to involve employees in day-to-day decisions on the administration and insurance of the policy.

## Data Protection

This section explains how we and you comply with Data Protection laws including the General Data Protection Regulations (GDPR) and UK Data Protection Act 2018 in connection with the processing of members' personal data.

We are a Data Controller for insurance purposes.

We have the right to request the members' personal data we need to quote for and administer the policy. We will:

- Record the data accurately
- Keep the data confidential and secure
- Use the data solely for the purpose of quoting for, providing and administering the policy and for marketing other Unum products to you
- Retain the data only for as long as is necessary
- Only process, transfer or permit access to any personal data outside of the European Economic Area in compliance with applicable data protection legislation

You are a Data Controller for employment purposes. You must:

- Obtain the necessary consents from, and provide all relevant policy information to members before providing us with any personal data
- Ensure that the data is correct at the time it is provided to us and that alterations are notified to us in reasonable time

You and we will each provide reasonable assistance to the other as necessary to enable the other to comply with Data Protection laws including responding to Data Subject Requests, complaints or other queries received from members or other third parties in relation to members' personal data.

The legal definitions and data protection information contained in our data protection document at <http://resources.unum.co.uk/downloads/data-protection-document-UP4031-052018.pdf> are incorporated into the general terms of this policy.

## 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 based in the Channel Islands or the Isle of Man.

## About Unum

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

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 2018, Unum protected 1.4 million people in the UK and paid claims of £314 million – representing in excess of £6 million a week in benefits to our customers – providing security and peace of mind to individuals and their families. A.M Best have given all rated Unum Group companies an Excellent rating for Financial Strength, 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 \$9.0bn in the year ended 31 December 2018, with reported revenues for the group totalling \$11.6bn and total assets of \$61.9bn. For more information please visit [www.unum.co.uk](http://www.unum.co.uk).

Unum Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Unum Dental is a trading name of Unum Limited. Registered in England 983768.

## [unum.co.uk](http://unum.co.uk)

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