



Spouses' and partners' group life product summary

ellipse

Policy aims

The purpose of the policy is to provide insurance cover for an employee's spouse or partner as part of a flexible benefits arrangement. Cover is provided by Ellipse.

Important product information

The cover is for a lump sum which, in the event of a claim, would be paid to the employee.

A spouse is defined as the current husband/wife or civil partner of the employee. The definition of a partner is a person who is not a relative of the employee and who was when the cover started in a relationship resembling marriage with the employee and was either financially dependent on the employee or in a relationship of mutual dependence with the employee, and has had the same main residence as the employee for at least six months. For full details please see the policy terms and conditions [here](#)

Selecting the benefit

The lump sum benefit is provided in units up to a maximum benefit of £250,000. The employer decides the unit value and the maximum benefit available under the arrangement. For example, units of £10,000 of cover up to a maximum of £100,000 might be the offer.

Upon becoming eligible to select this cover, an employee can choose any multiple of benefit units. The chosen benefit will apply following confirmation of cover by us.

When will cover start?

Full cover for a spouse or a partner will depend on the completion of an individual assessment by the spouse/partner. Once the individual assessment has been completed we will tell the spouse/partner whether cover can be provided and the cost of that cover. The individual assessment consists of medical and other lifestyle questions via a secure website, requests for further medical tests and where necessary information from the individual's professional medical advisers. Any delay in providing the information we require may result in individuals not being covered.



When will cover stop?

Cover for the spouse or partner will stop if:

- the employee is no longer employed by the employer or otherwise becomes ineligible
- the employee dies
- the employee retires
- the insured spouse/partner is no longer ordinarily resident in the United Kingdom
- the employee or the insured spouse/partner reaches the cover cease age
- the insured spouse/partner dies
- premiums stop being paid
- cover for the insured spouse/partner is ceased by the employee
- on divorce, dissolution or ceasing to meet the definition of an Insured Partner

The policy does not have a termination date. The employer can cancel the cover, in writing, at any time. Cancellation cannot be backdated and we will charge for the time on risk.

How can an employee change the benefit level?

An employee can increase the number of units of cover at any time. If the employee requests to increase the level of cover the insured spouse/partner must complete an individual assessment and the increased cover must be confirmed by us. Any delay in providing the information we require may result in individuals not being fully covered.

Employees can reduce without limit the number of units of cover at any time (including reducing the cover to zero).

Setting up the policy

If the benefits are currently insured we need the following information to prepare a quotation:

- the employer's nature of industry and principal activity
- employee's salary and work postcode
- spouse or partner's age, gender and amount of cover
- the age cover ceases

If the benefits are not currently insured we need the following information to prepare a quotation:

- the employer's nature of industry and principal activity
- employees date of birth, gender, salary, amount of cover and work postcode
- the age cover ceases

If you want to start the policy with us you or your adviser will need to confirm this and supply any outstanding information. We will create an application form which has been partially completed with the information provided. Once you have received the application form you must

- review it to ensure that the information it contains is complete and accurate. It is essential that you tell us if this information is incomplete or inaccurate as failure to do so may invalidate the policy, result in a modification in our premium or impact our acceptance of a claim.
- insert any information that is shown as required (for example, we need the scheme name and cover start date).
- sign the form and direct debit mandate and return it to us before the policy start date (cover cannot be backdated).
- provide information about the policy and how it works to members.

Once we have received the completed and signed application form if it is acceptable to us we will confirm that cover has started.

Switching Schemes

Where a scheme transfers its insurance to us from another insurer we will normally take over the benefits accepted by the previous insurer on the same terms. We will need details of any spouse/partner who has been subject to special terms by a previous insurer.

Premiums

Premiums are calculated for the cover provided based on age-related premium rates which will apply to the insured spouse/partner's benefit. Premiums will be payable on a quarterly or monthly basis by direct debit. The employer is responsible for collecting the premiums from employees, and paying the premiums for the cover selected. Premiums do not attract tax relief.

If the benefits were previously insured and we do not receive the membership data within fourteen days of our request we will request payment based on the estimated annual premium in the quotation. For quarterly payment policies we will request a payment of 25% of the estimated annual premium. For monthly payment policies we will request a payment of 1/12th of the estimated annual premium.

We normally guarantee the policy terms and underlying rate table for two years until the second policy anniversary date. They will be reviewed at the end of the guarantee period and a new guarantee period will be set. However we may review them part way through a guarantee period if there is a change in legislation, regulation, HMRC practice or taxation which affects the treatment of this policy, or there is no longer an adviser acting for the employer in connection with the policy or the information we requested when the policy was set up or an any subsequent review of the terms is found to have been omitted, materially inaccurate or otherwise incomplete.

Data requirements

At the policy start date and at data refresh date, we will require the following information:

- spouse or partner's name, National Insurance number, date of birth, gender, occupation, email address and amount of cover
- employee's work postcode
- changes in spouse or partner's benefit levels

Claiming benefits

The employer must advise us as soon as possible of the death of an employee's spouse or partner by calling our claims team on 020 3003 6161. We will issue a claim form for the employer and employee to complete, sign and return to us.

We will need an original copy of the death certificate. If claim is in respect of an insured spouse, we will need original copies of the marriage or civil partnership certificate (as appropriate). If the claim is in respect of an insured partner we will need an original copy of the insured partner's birth certificate and appropriate evidence of dependency.

Upon receipt of a completed claim form and all relevant certificates and evidence we will deal with the claim promptly. Lump sum payments will be made directly to the employee to a UK bank account.

Your duty of fair presentation of the risk

You must answer our questions completely and accurately. You need to disclose every material fact which you know or ought to know of. If you do not have complete information, you must tell us.

You must conduct a reasonable search for, and tell us of, all material facts available to you, senior management of any employers covered under this policy, or anybody responsible for your insurance. This may include your adviser or your contractors.

You do not need to tell us about a material fact if:

- it diminishes the risk
- we know it
- we ought to know it
- we are presumed to know it (because it is common knowledge) or
- we specifically say we do not require the information.

A material fact is something that would influence our decision whether or not to offer cover and, if so, on what terms.

Under the Insurance Act 2015 if you make a misrepresentation of the risk (but you have not been deliberate or reckless in doing so) we can proportionately reduce the claim. We believe it is fairer to employees and their families to pay claims in full and charge you the correct higher premium. In order to do this we have to contract out of this part of the Act (i.e. Schedule 1 paragraphs 6 and 11 of the Insurance Act 2015). The remedies available for misrepresentation may be applied as outlined below.

If you deliberately or recklessly do not make a fair presentation when setting up the policy we may avoid the policy from the beginning and recover claims paid. In the case of a deliberate or reckless failure to make a fair presentation of the risk at rate review or when you ask us to make a change to the policy, cancellation shall take effect from the rate review date or the date the change to the policy was made (as applicable).

If you do not make a fair presentation but you have not been deliberate or reckless the outcome depends upon what we would have done if we had known the material facts:

- if we would not have entered into the policy we may avoid the policy from the beginning and recover any claims paid. If the misrepresentation happened at the rate review or when you asked us to make a change to the policy, cancellation shall take effect from the rate review date or the date the change to the policy was made (as applicable).
- if we would have applied different terms and/or an additional premium we will apply those different terms and/or premium from the beginning. If the misrepresentation happened at the rate review or when you asked us to make a change to the policy, the additional premium and/or different terms will apply from the rate review date or the date the change to the policy was made (as applicable).

The Insurance Act 2015 also sets out remedies if there is a fraudulent claim. If there is a fraudulent misrepresentation by an employee's spouse or partner which affects our acceptance of a claim made in respect of that spouse or partner we will not pay the claim in respect of that individual. If there is a fraudulent claim made by you we will not pay the claim and we reserve the right to terminate the policy.

Law

The policy is issued subject to the laws of England and Wales. The contract is with the employer and employees and their spouses and partners do not have any contractual rights under the Contracts (Rights of Third Parties) Act 1999.

Our Group policy should be read and interpreted in the context of the Insurance Act 2015, and (where applicable) the Consumer Insurance (Disclosure and Representations) Act 2012, except where we have contracted out as described in "Your duty of fair presentation"

Any dispute in relation to the policy will be subject to the jurisdiction of the English and Welsh courts only.

Ellipse shall not be deemed to provide cover and shall not be liable to pay any claims or provide any benefit hereunder to the extent that the provision of such cover, payment of such claims or provision of such benefit would expose Ellipse to any sanction, prohibition or restriction under United Nations resolution or trade or economic sanctions, laws or regulations of the European Union or the United States of America (provided that this does not violate current European regulations and/or German law).

The policy has no surrender value and cannot be assigned without our prior written permission.

This document should be read in conjunction with the quotation. This document does not override the policy. If there is a difference between the policy and the technical guide, the policy takes precedence.

Further Information

Ellipse is the trading style of the UK branch of ERGO Lebensversicherung Aktiengesellschaft. Cover is provided by ERGO Lebensversicherung.

ERGO Lebensversicherung, UK Branch is registered in England. The registration number is BR010594 and the registered office is 5th Floor, 15 Bermondsey Square London SE1 3UN.

ERGO Lebensversicherung, UK Branch provides information about the insurance contracts we offer but does not provide a personal recommendation about the insurance products we offer. All employees of ERGO Lebensversicherung, UK Branch are paid a basic salary and are also eligible for an annual performance bonus. On target bonus levels are dependent on grade. Each bonus is split so that there is a portion that relates to individual performance and a portion relating to company performance. Both elements are based on balanced objectives agreed at the start of each year which will include an element related to the overall volume of new premiums written and business retained during the year.

ERGO Lebensversicherung Aktiengesellschaft is a German insurance company with headquarters in Dusseldorf and is regulated by BaFin. The registration number is 1184. ERGO's SFCR (Solvency and Financial Condition Report) is available on request.

Questions and complaints

If you have any queries, please contact your adviser in the first instance. If you wish to raise any queries with us, or make a complaint, please contact our Chief Executive Officer at:

5th Floor
15 Bermondsey Square
London
SE1 3UN

or by email to puttingitright@ellipse.co.uk

or by calling 020 3003 6160 (Calls may be recorded for training and monitoring purposes.)

If you are still dissatisfied following a formal response to your complaint, you can approach the Financial Ombudsman Service at:

Financial Ombudsman Service Ltd
Exchange Tower
London
E14 9SR

Tel 0800 023 4 567

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