

# Online Group Life Insurance Excepted Benefits

Policy Wording

GR01144 07/2021

This policy is intended for schemes with between 3 and 250 members

# Welcome to Group Protection from Aviva

## What the policy wording explains

This policy wording tells you:

- what to do if you need to claim
- what is covered
- explanations of some of the terms used in this document.

We've tried to make this document as easy to understand as possible, but if you have any questions or queries about the policy please contact us and we will be pleased to help you.

## How the policy works.

If you provide us with the information we ask for, when we ask for it and pay the premiums when they are due, we will cover the members for their insured benefits, and pay these benefits should a member die.

## Outline of the Policy

The policy insures the benefits payable on the death of a member in a scheme that is set up under trust.

This policy wording, along with the policy schedule, sets out details of the cover we have agreed to provide to you. It is evidence of a legal contract between you and us.

Some terms of the policy depend upon the information provided by you. Failing to disclose information, giving false information or failing to tell us where any facts have changed since they were provided where done deliberately or recklessly gives us the right to cancel the policy. If the information was given carelessly or the failure to disclose the information was careless, then we will have the right to amend the policy to be consistent with what the terms should have been based on the correct information (or cancel the policy if we would not have offered any terms for the policy applied for).

If you fail to comply with all of the policy terms and conditions, we may not pay claims. We may also cease to accept further premiums, meaning cover under the policy will cease.

The policy will not have or accrue any surrender value.

This insurance is provided by Aviva Life & Pensions UK Limited.

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## Please note

Throughout this document certain words are shown in **bold** type. These are defined terms and have specific meanings when used in this policy wording. The meanings of these words are set out in the Definitions section in the back of this booklet.

The Aviva Online Group Life Insurance Excepted policy has been specifically designed to provide quotes for small to medium sized enterprises where the cover requirements fall within certain parameters.

## 1 What benefits are covered

**We** can cover **members** for a lump sum benefit.

**We** can only provide one level of cover in accordance with the **excepted group life policy conditions**, however **we** can write additional **policies** if more than one **member** has cover at a different level.

The **policy schedule** will show which benefits **you** or the **employer** have chosen to provide for **members**. Payment of benefits by **you** must be made in accordance with the **scheme rules**.

**We** will confirm the benefits provided by this **policy** at the **start date**, and at each **anniversary date**.

There is no limit to the level of cover **we** can insure, providing reinsurance can be arranged.

### 1.1 Lump sum benefit

The lump sum will either be for a fixed amount, or a multiple of salary and is payable when a **member** dies.

**We** will pay a lump sum as instructed and authorised by **you**.

**We** will confirm the amount payable following the **member's** death. The **scheme rules** will tell **you** how to deal with this payment.

## 2 Who is covered

**Members** with a current UK, Channel Islands or Isle of Man contract of employment with an **employer** will be covered under this **policy**:

- on the **start date**; or
- from their **eligibility date** if they joined the **scheme** after the **start date**; or
- from when they are accepted by **us** as a **discretionary entrant**.

**You** do not need to tell **us** about new entrants during the **policy year** who have met the **eligibility** conditions, provided that the **member's** benefits are not above the **policy free cover limit**. If applicable, this applies to the aggregate of benefits from all **linked policies**. **You** must advise **us** promptly of any new **members** who do not meet these criteria.

### 2.1 When medical underwriting is required

At the **start date** and each **anniversary date** **we** will ask for general information about **members** and their employment, such as name, date of birth, gender, salary etc so that **we** can assess the benefits **we** are providing under this **policy** and all **linked policies**.

#### Cover up to the free cover limit

For **policies** with 3 or more **members** **we** will usually offer a **free cover limit**. This means that **medical information** may only be required for benefits above the **free cover limit**, provided that the person:

- fulfils any **actively at work** conditions; and
- is not a **discretionary entrant**.

If normal terms apply following medical underwriting, then no further information is needed, provided that any increases do not take benefits above the amount confirmed and agreed by **us**.

**Medical information** will be required for a **discretionary entrant's** total benefit and **we** will tell **you** if cover is provided and if any additional premiums need to be paid.

The **free cover limit** will not apply if at any **anniversary date** there are fewer than 3 **members** covered under the **policy**. In such cases **we** will need **medical information** for:

- all new **members**;
- existing **members** if their benefits are increased.

**We** will reapply a **free cover limit** if the number of **members** returns to 3 or more.

Members with loadings or restrictions will not benefit from any increase in the **free cover limit**.

#### Cover over the free cover limit

If a **member** wants cover above the **free cover limit**, they will need to provide **us** with medical information.

Depending on the information a **member** gives **us**, **we** may need to ask for more evidence. **We** will pay for the cost of any medical examination and tests if **we** ask for more evidence. **We** will only consider cover for these **members** if **we** can obtain satisfactory medical evidence in English. If **we** need a **member** who is based **overseas** to attend a medical examination or test(s) in a foreign country, **we** will pay an amount towards the cost of the examination or test(s) up to the amount of an equivalent test in the UK.

**We** will assess all the medical evidence to decide if **we** can offer cover and if any special terms are appropriate. If **we** do apply special terms, these will apply straight away.

**We** will write to **you** to explain any special terms.

Unless **we** tell **you** otherwise, any special terms will apply to the **member's** cover under this **policy** and all **linked policies**.

**Members** with loadings or restrictions will not benefit from any increase in the **free cover limit**.

## 2.2 When medical information is required for previously medically underwritten employees

### Schemes with fewer than 20 members – Forward underwriting

For **members** who have been accepted for cover by **us**:

- at ordinary rates, or
- at an extra premium loading of up to 150%;

they won't normally need to give **us** more **medical information** until the accumulated increases in benefit exceed £300,000 from when they were last underwritten by **us**.

If **we** are unable to accept a **member** on a forward underwriting basis, **we** will write to **you** and explain any special terms.

If **we** apply any other terms to their cover, **we** will need medical evidence before **we** will consider any further increase in their cover.

### Schemes with 20 or more members – Once Only

In most circumstances, **members** will only be medically underwritten once, unless their total benefit exceeds £5 million, in which case **we** will need further **medical information**. **Our** policy of only medically underwriting once can apply even if special terms have been applied to individual **members**. Once medical underwriting is concluded **we** will tell **you** if cover is provided and/or any additional premiums need to be paid.

If **we** are unable to accept a **member** on a "Once Only" basis, **we** will write to **you** and explain any special terms.

## 2.3 Switching the insurance to us from another insurer

For policies switching to **us** from a previous insurer on the same basis, **we** will not normally apply worse medical underwriting terms.

**We** will require confirmation from the previous insurer on all previously underwritten **members** of the amount underwritten, the underwriting decision and the date of acceptance.

**Members** with loadings or restrictions applied to their benefit by the previous insurer will not benefit from any increase in the **free cover limit**.

If a premium loading has been applied by the previous insurer and accepted by **us**, **we** will calculate the premium based on **our** rates and not the previous insurer's. This means that the cover will remain the same, but the premium may change.

### Schemes with fewer than 20 members – Forward underwriting

If a **member** meeting **our** switch terms was accepted by the previous insurer on a forward underwriting basis, **we** will accept the terms offered by the previous insurer.

This means **members** won't need to give us medical evidence for an increase in benefit until their accumulated increases are more than the forward underwriting limit provided by the previous insurer.

For all other **members**;

- If their existing cover with the previous insurer is more than **our free cover limit**, **we** will need **medical information** at the next increase in cover. This could be at the date that cover is switched to **us** if cover is increased at that date.
- If their existing cover with the previous insurer is less than **our free cover limit**, **we** will need **medical information** when their benefit exceeds **our free cover limit**.

**We** are unable to continue cover for any **members** on a Once Only (or equivalent) basis where there are fewer than 20 **lives** when the policy transfers to **us**. However, if **we** have the full details of any medical underwriting decisions, **we** may be able to accept them on **our** forward underwriting basis.

### Schemes with 20 or more members – Once Only

If a **member** meeting **our** switch terms was accepted by the previous insurer on a Once Only (or equivalent) basis and their cover does not exceed £5 million, **we** will provide cover on **our** Once Only terms for benefit increases.

## 2.4 Temporary Cover

When reviewing **medical information** for **members**, **we** will provide cover for their benefit until the earlier of:

- 90 days from the date they joined the scheme or the effective date of an increase in benefit; or
- the date **our** underwriting decision is made. This cover will exclude any claim made because of a **pre-existing condition**.

Cover will be subject to;

- a maximum of £1m of benefit insured above the greater of the free cover limit or previously underwritten benefit; except for **discretionary entrants**, where cover will be subject to;
- a maximum of £1m of benefit insured.

The cover will not apply to any **member** who has previously been:

- declined by **us** or another insurer;
- postponed by **us** or another insurer;
- restricted by **us** or another insurer; or
- who has previously declined to provide full **medical information** to **us** or another insurer.

Once medical underwriting is complete, **we** will tell you if any additional premiums need to be paid.

## 2.5 Actively at work requirements

If a new scheme or existing scheme has fewer than 20 lives our **actively at work** conditions will apply.

**We** will not include any **members** who are not **actively at work** on the working day prior to the **start date** of the **policy** or has been absent due to illness or injury for more than five consecutive working days in the preceding six months (or since their current employment commenced if less than 6 months). Their cover (including any **free cover limit**) will only start once they have been **actively at work** for five consecutive working days, or less if acceptable **medical information** is provided to

**our** underwriters in accordance with our underwriting practices applicable at that time.

For schemes with 20 or more **lives**, **we** will waive **our 'actively at work'** conditions for **members** if immediately before the start of this **policy**, those **members'** benefits were covered by another insurer and provided there has been no break in cover or increases in benefit level.

Before **we** can waive **our actively at work** conditions **we** will need full details of any **long term absentees** and details of any **members** who have been rated, declined, restricted or postponed.

For these **schemes** **we** will also, in most circumstances, waive **our actively at work** conditions for any new **employees**.

However, there may be occasions when **we** will apply **our actively at work** conditions.

## 2.6 Discretionary Entrants

**You** must inform **us** promptly of all **discretionary entrants** to be covered under the **policy**.

## 2.7 TUPE transfers and group employment transfers

**You** must inform **us** promptly when a **TUPE** or other group employment transfer occurs.

**We** will require the following information in respect of the TUPE or other group employment transfer membership:

Where a scheme is 19 lives or fewer.

- **actively at work** conditions will apply;
- **we** require details of any **member** who is located **overseas**;
- **we** require details of any **member** who has had their benefit loaded, declined, restricted, postponed or accepted at special terms under a previous scheme.

Where a **scheme** is 20 lives or more, **we** require:

- **long term absentee** information;
- details of any **member** who is located **overseas**;
- details of any **member** who has had their benefit loaded, declined, restricted, postponed or accepted at special terms under a previous scheme.

If the information provided is acceptable to **us** **we** may consider cover under the existing Aviva **scheme**, or alternatively, advise any additional requirements.

## 2.8 Temporary Absence

Where a **member** is off work due to illness or injury **we** will continue cover up to the **cease age**, providing premiums continue, the **member** is included in the membership data whenever it is provided, and a UK, Channel Islands or Isle of Man contract of employment is maintained.

Where absence is due to any other reason (for example, maternity, paternity, shared parental leave or adoption leave) **we** can continue to provide cover for a maximum of 36 months, providing premiums continue, the **member** is included in the membership data whenever it is provided, and a UK, Channel Islands or Isle of Man contract of employment is maintained.

Any increases in benefit during this period will need to be in line with standard company pay awards and will be limited to a maximum of 7% per year.

For existing **schemes** temporary absence cover may be limited in line with the **scheme's rules**.

## 2.9 Overseas Cover

**You** must tell **us** about any **members** who are working overseas at the **policy** start date or **rate guarantee date**. **We** will need to know their nationalities and the countries that they will be working in.

**We** will maintain cover for **members** who are travelling outside of the UK, Channel Islands or Isle of Man whilst on holiday, or travelling overseas on company business for example; attending conferences, company meetings, or visiting clients.

**We** will cover **members** who are working outside of the UK, Channel Islands and the Isle of Man, provided that:

- they are working overseas in one of the listed **standard territories** or any additional locations detailed in **your policy schedule**; and
- they still have a UK, Channel Islands or Isle of Man contract of employment with an **employer** covered under this **policy**; and
- the premium to cover **members** based overseas is paid in sterling by **you**; and
- they are still eligible for cover under the **policy**

**You** must tell **us** immediately about any **members** who are working in a country that is not part of the UK, Channel Islands or Isle of Man, in a country not listed in our **standard territories** or any additional locations detailed in **your policy schedule**. In order to consider cover, **we** will require full details of these individuals including their location and the duration they expect to be located overseas before **we** can agree cover. There may be circumstances where **we** are unable to provide cover.

Special terms and conditions may apply for cover to **overseas members**.

**You** should seek **your** own independent advice if **you** wish to continue to provide cover for any **members** who move to another territory.

## 2.10 Auto Enrolment

An **eligible jobholder** who has been enrolled into the **employers** auto-enrolment pension scheme and then leaves and re-joins the **employers** auto enrolment pension scheme on any future date other than:

- within 12 months of first being **eligible** to join the **policy**, or
- 12 months or any time after 12 months of first being **eligible** to join, if their benefits are equal to or less than £250,000 and they were **actively at work** on the date they want to join the **policy**;
- at their re-enrolment date;

will be classed as a **discretionary entrant**.

**Employees** who do not meet the **eligible jobholder** criteria requiring them to be enrolled, but choose to join the **employers** auto-enrolment pension scheme on any date other than:

- within 12 months of first being **eligible** to join the **policy**;
- 12 months or any time after 12 months of first being **eligible** to join, if their benefits are equal to or less than £250,000 and they were **actively at work** on the date they want to join the **policy**;

will be classed as a **discretionary entrant**.

## 3 When cover ceases

**We** will stop covering **members** when:

- they die; or
- they leave the **scheme**; or
- they leave service (including redundancy where there is no redundancy cover); or
- they reach the **cease age**; or
- When a **member** moves **overseas** to a location not listed in our **standard territories** or any additional locations detailed in **your policy schedule**, unless otherwise agreed; or
- premiums have not been paid within 30 days of the due date; or
- **you** ask **us** to cancel the **policy**;

whichever happens first.

**We** may extend cover beyond these dates if:

- the **scheme** rules allow it; and
- the **cease age** is currently either State Pension Age (SPA) or a fixed age lower than 75, and **you** or the **employer** want to include **members** beyond the current **cease age** up to a maximum age of 75, then the **cease age** has to increase for the whole **policy** or applicable category; and
- **we** have confirmed it in writing; and
- any further requirements **we** may have at the time are met, for example **medical information**. **We** will tell **you** what these requirements are.

## 4 Policy Limitations

### 4.1 Event limits (including sub event limits and travel limits)

**We** may apply an **event limit** to the **policy**.

The benefits payable may be reduced and/or limited, if **event claims** arise directly or indirectly out of or in connection with, an **event**. **Our** maximum liability in respect of all benefits under this **policy** and any **linked policy** for which an **event claim** shall not exceed the **event limit** amount specified on **your policy schedule**. In some instances, **we** may also apply a **sub event limit** or **travel limit** to **your policy**. Where these limits apply, they will be shown on **your policy schedule**.

**We** shall determine what is an **event** and **we** will tell **you** why **we** have reached **our** decision.

**We** shall be discharged from all liability for **event claims** in excess of the **event limit**, by payment of an aggregate sum up to a maximum of those specified limits, having considered all of the relevant circumstances. This may involve any form of proportionate or other reduction of any amount, which would otherwise have been made available for payment to any individual **members**, or their representatives, but for the effect of these aggregate limits. If claims considered as part of an **event** include a death in service pension element, **we** will use the annuity costs for the purpose of calculating if **event claims** exceed the specified **event limit**, **sub event limit** or **travel limit**.

In addition to these monetary limits **we** may also apply an **event time limit** to the **policy**. The **event time limit** will be declared by **us** as soon as reasonably possible after the **event**, and **we** will tell **you** why **we** have reached **our** decision.

**We** will pay an **event claim** during the **event time limit** up to an aggregate total of the **event limit**. **Event claims** made within the **event time limit**, but after the **event limit** has been exceeded will not be paid.

Once the **event time limit** expires, the **event** and **event limit** it relates to will no longer apply and an **event claim** will be assessed as a **claim**.

## 5 Calculation of premiums

The **policy** runs on one year accounting periods. Premiums are paid by the **employer** for each **member** and must be paid annually (in advance) by direct debit, cheque or BACS, or half-yearly, quarterly or monthly by direct debit.

The basis of how **we** calculate **your** premium depends on the number of **lives** covered by this **policy** and any **linked policies**.

The **single premium** basis is usually used for **policies** covering up to 19 **lives**.

The **unit rate** basis is usually used for **policies** covering 20 or more **lives**.

## Single premium basis

**We** will calculate a premium adjustment to reflect the amount and duration of the cover **we** actually provided. Any premium adjustment for people who join, leave or have benefit changes, is charged on a daily basis and is payable at the end of the **policy year**.

## Unit rate basis

**We** will calculate a premium adjustment based on the average **benefit** roll for all **members** of the **policy** during the previous year.

**We** will calculate a premium adjustment to allow for changes during the previous policy year. The adjustment will take into account new **members**, leavers and any changes in benefit and will be payable at the end of the **policy year**.

## Minimum premium

The minimum premium **we** will charge is £600.

## 5.1 What information is needed to calculate your premiums

The premium for the **policy** will be recalculated on the **anniversary date**.

Before that date, **we** will tell **you** the information **we** will need to recalculate the premium payable for that **policy year**.

**You** do not need to tell **us** about new entrants during the **policy year** who have met the **eligibility** conditions, provided that the **members** benefits are not above the **policy free cover limit**.

Six weeks prior to the **anniversary date**, **we** will request the information needed to recalculate the premium for the **policy**. **We** will regularly remind **you** up to 90 days after the **anniversary date**. If the information needed is still not received after 90 days **we** will process the recalculation of premium and benefits, based on the latest information **we** hold. This could result in an uninsured liability.

## 5.2 When premium rates are reviewed

- a. **We** reserve the right (in line with reasonable underwriting practice) to vary or amend the premium and terms offered or cancel the **policy** at any time in respect of all **members** if:
  - there is a material change in the nature of your business or **your** constitution
  - the total sum insured covered changes by 25% (50% for **policies** with 19 or fewer **members**) or more, from the last premium rates review date (or **start date** if rate review not applicable)
  - there is a change to the **benefit** basis of the **policy** and/or eligibility of the **policy**.
- b. **We** may change the terms to respond, in a proportionate manner, to changes in taxation, the law or interpretation of the law, decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice with which **we** intend to comply.

- c. Failing to disclose information, giving false information or failing to tell **us** where any facts have changed since they were provided where done carelessly or where the failure to disclose the information was careless, gives **us** the right to amend the **policy** to be consistent with what the terms should have been based on the correct information (or cancel the **policy** if **we** would not have offered any terms for the **policy** applied for).

## 6 Non payment of premiums

**We** will cancel the **policy** upon non payment of premiums. Payment of premiums must be made within 30 days of the original request date. This will mean **you** will have no cover in place with **us** for future lump sum benefits and may result in an uninsured liability.

Any entitlement to any benefits that have not already been paid will continue to be paid by **us** on the terms already confirmed to **you**.

Subject to **our** reasonable requirements, **we** may reinstate cover if the premium is subsequently paid within a reasonable period, provided there have been no changes which would have altered **our** decision to provide cover.

## 7 Policy changes and cancellation

### 7.1 What we need to know

**You** need to inform **us** immediately if:

- **you** want to change the cover or **eligibility** criteria for the membership,
- there are any material changes to the **employer** or **trustees**,
- a **TUPE** or group employment transfer takes place (either into or out of the **policy**),
- the business location of an **employer** or group of **members** changes
- any **member** moves overseas to a location which is not listed in **our standard territories** or any additional locations detailed in **your policy schedule**;
- there is a change in the nature of an **employer's** business
- **you** want to include any additional cover
- the total sum insured increases/decreases by 25% from the last premium rates review date (or **start date** if rate review not yet happened)
- there is any change to the **scheme rules** that affects future or existing membership/benefits
- **you** want to cancel the **policy**.

However, **we** will reserve the right to cancel the **policy** if;

- the business location of an **employer** or group of **members** changes; or;
- there is a change in the nature of an **employer's** business or;

- **you** do not give **us** the information and documentation that **we** need to administer the **policy**
- the number of **employees** under this **policy**, combined with any **linked policy** covered, drops to two or below.

If the provision of cover would cause, or be reasonably likely to cause, **us** to breach any law or regulation in the given territory **we** reserve the right to cease cover within that territory

## 7.2 When a change can be made by you

Requests to change the **policy** can be made at any time. **We** will need to be informed in writing prior to the date **you** wish to alter the **policy**. **We** will then inform **you** of any information **we** need. **We** will write to inform **you** of **our** agreement (or reason for declining) to the change and the date from which it is effective.

## 7.3 When we can make changes to the policy

We reserve the right to change the terms and conditions provided for in this **policy** at any **rate guarantee date**.

**We** may, at each **rate guarantee date**, or at any time if required, make reasonable changes to the terms and conditions provided for in this **policy** and any **linked policy** which, are needed to:

- respond in an appropriate manner to changes in the way **we** administer policies of this type;
- respond in an appropriate manner to changes in general practice in the insurance industry;
- respond in an appropriate manner to changes in taxation, the law or interpretation of the law, decisions or recommendations of a Court, Ombudsman, Regulator or similar person, or any code of practice with which **we** intend to comply; or
- correct errors that need correcting and it is reasonable to do so.

If **we** consider any change is to **your** advantage or is needed to meet regulatory or legal requirements, **we** may make the change immediately and tell **you** at a later date.

**We** will tell **you** in writing of any change **we** consider is to **your** disadvantage (other than any change needed to meet any legal or regulatory requirements) at least 30 days before the change becomes effective, unless it is not possible for **us** to do this, in which case **we** will give **you** as much notice as **we** can.

## Sanction Checking

In order for **us** to help manage **our** exposure to the risk of financial crime, **we** will, from time to time, undertake a sanction check of the company, its directors, its ultimate parent company and its ultimate beneficial owners, as well as the country in which the company/ultimate parent company is based. If, as a result of our investigations **we** believe that providing a group protection contract would place Aviva at a high risk to exposure of financial crime, **we** reserve the right to cancel or amend the **policy** as appropriate.

## 7.4 How to cancel the policy

There is no cooling off period. **You** may cancel this **policy** at any time in accordance with the **scheme rules**.

If the **policy** is cancelled for any reason, a final account will be provided based on the cover that **we** have actually provided. **We** will either pay a refund to **you**, or **you** will need to pay any outstanding premiums to **us**.

All cover under this **policy** will stop on the date agreed with **us**.

Any lump sum benefit payments, to which entitlement has arisen, that has not been made, will still be paid.

There will be no surrender value under this **policy** if it is cancelled at any time.

**We** will not backdate any cancellation.

## 8 Claims

### 8.1 What information is needed to make a claim

If **you** need to make a claim **you** must inform **us** as soon as possible after a **member's** death. **You** must provide **us** with any documents and information that **we** may reasonably need to process **your** claim.

There are two ways **you** can submit a claim;

- by fully completing an on-line claim form at [www.aviva.co.uk/grouplifeclaim](http://www.aviva.co.uk/grouplifeclaim); or
- by fully completing a paper claim form.

**We** may be able to validate deaths electronically in some circumstances. However, where this is not possible **we** will require the **member's** original death certificate or coroner's interim certificate.

**We** may also ask for:

- medical records of the **member**;
- any necessary employment records;
- a copy of any relevant authorisation showing who is empowered to sign for and act on behalf of the **trustees**;
- evidence of membership and earnings;
- the **member's** birth certificate.

#### Please note

**We** will not pay any claims made more than 2 years after the earlier of:

- the day the **scheme administrator** first knew of the **member's** death; or
- the day on which the **scheme administrator** could reasonably have known of the **member's** death.

Lump sum benefits are payable to the **trustees**. **We** will consider, where requested, payments elsewhere to a UK bank account. All payments will be made in pounds sterling and will be in line with the **excepted group life policy conditions**.

## 9 Further policy conditions

### 9.1 Accurate information

**We** rely on the information given to **us**.

If any of the information **you** give **us** is untrue or incomplete, and might have reasonably affected **our** decision to provide **you** with this **policy** or the terms **we** offered for the **policy**, then **we** may:

- change the terms of this **policy**; or
- restrict the benefits payable under this **policy**; or
- cancel this **policy**.

Where **we** do any of these, **we** will refund any overpayment of premium less **our** reasonable expenses.

### 9.2 Currency and jurisdiction

This **policy** is issued in England and is subject to English Law. All payments to or by **us** under this **policy** will be made in pounds sterling.

### 9.3 Contacting us

If **you** need to contact **us** about this **policy**, please contact **us** at the address shown in the **policy schedule**, quoting **your policy** number. Alternatively call **us** on 0800 051 3472.

**We** may refuse to take action until **you** have met all of **our** reasonable requirements. **We** may ask **you** to send **us** any relevant forms or other documents, completed by the appropriate person(s).

### 9.4 Third party rights

No person other than Aviva Life & Pensions UK Ltd and **you** will have any rights under this **policy**. Any person who is not a party to this **policy** shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms under this **policy**. Reference to, or the consent of, any person who is not a party to the **policy** is not required for any changes to it or its termination.

## 9.5 Data Protection

**We** and **you** will act as a separate and independent **Data Controller** in relation to the **Personal Data** which is processed for the administration of the **policy**.

**We** and **you** will each comply with their respective obligations under the **Data Protection Laws** in respect of the **processing** of **Personal Data**.

Where **Personal Data** is disclosed by **us** or **you** to the other party, the party disclosing the data will:

- only disclose the **Personal Data** for one or more defined purposes which are consistent with the terms of the **policy** (other than to comply with a requirement of applicable law to which a party is subject)
- take all reasonable steps appropriate to provide a fair processing notice to those **Data Subject(s)** whose **Personal Data** are to be disclosed under the **policy**, informing them that their **Personal Data** will be disclosed for the defined purposes;
- obtain the necessary consents or authorisations required to permit the disclosure of such **Personal Data**.

Where data is received by **you** or **us**, the recipient will notify the other without undue delay following any **Personal Data Breach** involving the **Personal Data** and each of us will co-operate with the other, to the extent reasonably requested, in relation to any notifications to **Supervisory Authority** or to **Data Subjects** which are required following a **Personal Data Breach** involving the **Personal Data**.

Each party shall co-operate with the other, to the extent reasonably requested, in relation to:

- any other communication from a **Data Subject** concerning the **Processing** of their **Personal Data** including requests to exercise their rights; and
- any communication from a **Supervisory Authority** concerning the **Processing** of **Personal Data**, or compliance with the **Data Protection Laws**.

## 10 If you have cause for complaint

**Our** aim is to provide a first class standard of service to **our** customers, and to do everything **we** can to ensure **you** are satisfied. However, if **you** ever feel **we** have fallen short of this standard and **you** have cause to make a complaint, please let **us** know. **Our** contact details are:

Group Protection Complaints  
Aviva Life & Pensions UK Ltd  
PO Box 3240  
Norwich  
NR1 3ZF

Telephone: [0800 1582714](tel:08001582714)  
E-mail: [gpcomplaints@aviva.com](mailto:gpcomplaints@aviva.com)

**We** have every reason to believe that **you** will be totally satisfied with **your** Aviva policy, and with **our** service. It is very rare that matters cannot be resolved amicably. However, if **you** are still unhappy with the outcome after **we** have investigated it for **you** and **you** feel that there is additional information that should be considered, **you** should let us have that information as soon as possible so that **we** can review it. If **you** disagree with **our** response or if **we** have not replied within eight weeks, **you** may be able to take **your** case to the Financial Ombudsman Service to investigate. Their contact details are:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone: [0800 0234567](tel:08000234567)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note that the Financial Ombudsman Service will only consider **your** complaint if **you** have given us the opportunity to resolve the matter first. Making a complaint to the Ombudsman will not affect **your** legal rights.

### Financial services compensation scheme (FSCS)

The Financial Services Compensation Scheme (FSCS) may cover **your policy**. It'll cover **you** if Aviva becomes insolvent and **we** are unable to meet **our** obligations under the **policy**. For this type of policy, the FSCS will cover **you** for 100% of the total amount of an existing claim. The FSCS will also provide a refund of 100% of the premiums that have not been used to pay for cover whether **you** are making a claim under the **policy** or not.

For further information, see [www.fscs.org.uk](http://www.fscs.org.uk) or telephone [0800 678 1100](tel:08006781100).

# Definitions

## Actively at work

Means a **member** is actively at work and not working against medical advice. The **member** must be:

- following their normal occupation;
- working their normal number of contracted hours; and
- working at their normal place of business or at a location where the business needs them to travel.

## Anniversary date

An anniversary of the **start date**, unless **you** have agreed another date with **us**. This date is stated in the **policy schedule**.

## Cease age

Midnight on the day before the age at which cover for a **member** ceases, as set out in the relevant **policy schedule** applicable to that **member**. The maximum age can't exceed midnight on the day before a **member's** 75th birthday.

## Claim

A claim that is not an **event claim**.

## Data Controller, Data Subject, Personal Data Breach, Process/Processing and Supervisory Authority

Will be the same meaning as in the **Data Protection Laws**.

## Data Protection Laws

Means the General Data Protection Regulation (EU) 2016/679 (**GDPR**) (together with laws implementing or supplementing the GDPR in Member States, in each case as amended and superseded from time to time), and/or all applicable laws, rules, regulations, regulatory guidance, regulatory requirements from time to time.

## Discretionary entrant

A discretionary entrant is an **employee** who needs cover, but has joined the **scheme**:

- before the date they are first **eligible** to join
- 12 months or any time after 12 months of first being **eligible** to join, if their benefit is above £250,000 or they were not **actively at work** on the date they want to join the **policy**.

Where membership of the **policy** is linked to an automatic enrolment pension, an **employee** will be considered a discretionary entrant if they have elected to join the qualifying pension scheme at any time other than;

- the first 12 months of being eligible to join the scheme, or
- at their auto enrolment or re-enrolment date.

## Eligible/Eligibility

The factor(s) **we** consider when assessing whether or not a person can be automatically covered by the **policy**. This will be detailed in the **policy schedule**.

## Eligible jobholders

**Employees** the **employer** must enrol into their pension scheme.

## Employee

Employees, equity partners and members of the **employer**.

## Employer

A company, partnership, limited liability partnership or other organisation that is participating in the **scheme**.

## Event

An event declared by **us**, having considered all the relevant circumstances, to determine what constitutes the same originating cause.

## Event Claim

A claim for payment of benefits that is made arising directly or indirectly out of or in connection with the same **event**.

## Event Limit

A monetary limit that applies to the total value of claims that can be made following an **event**. Where an event limit is applied it will be shown in **your policy schedule**.

## Event Time Limit

A period of time declared by **us** in which any claims that arise due to the same **event** will be paid subject to the overall **event limit**.

## Excepted group life policy conditions

The conditions for being an excepted group life policy set out in section 480(3) of the Income Tax (Trading and Other Income) Act 2005.

## Free cover limit

The level of benefit (as stated in the **policy schedule**) under which **medical information** is not needed.

## Lives

Individuals for whom cover for death benefits will be provided by one or more **linked policies**.

## Location(s)

Specified location(s) as detailed in your **policy schedule**

## Long term absentee

A **member** who is not **actively at work**, and has been absent from work for more than three continuous months immediately before the **start date** or **anniversary date**.

## Medical Information

Information including but not limited to medical history and lifestyle factors, required to fully assess the **member** and enable **us** to apply an underwriting decision.

## Member

A member of the **scheme** for whom cover for death benefits will be provided under this **policy**.

## Overseas

Any country that is not part of the United Kingdom, Channel Islands or Isle of Man.

## Personal Data

Means any personal data, as defined in the **Data Protection Laws**, disclosed by **you** or **us** to the other in the performance of that party's rights or obligations under the policy.

## Policy

The Aviva group life insurance policy (including the **policy schedule** together with any endorsements), which covers the policy benefits and forms the contract between **you** and **us**.

## Policy schedule

The current schedule (as issued by **us** from time to time) stating details of the **employer**, cover provided by this **policy** and any endorsements (if applicable).

## Policy year

The period between:

- the **anniversary date** and rate guarantee date; or
- the **start date** and the first **anniversary date**.
- an **anniversary date** and the date of termination of the **policy** (if termination occurs before the next **anniversary date**)

## Pre-existing condition

A condition that is directly or indirectly linked to any medical and/or related condition or complication that the **member** was:

- aware of, or
- experienced symptoms of, or
- received medication, advice or treatment for

in the previous five years immediately preceding the 90 day temporary cover period.

## Rate guarantee date

The date until which rates are guaranteed to apply as shown on the **policy schedule**.

## Scheme

The scheme named as the scheme in the **policy schedule**.

## Scheme administrator

The person(s) appointed in accordance with the **scheme rules** to be responsible for the day to day running of the **scheme** as detailed under Part 4 of Finance Act 2004.

## Scheme rules

The rules of the **scheme**.

## Single Premium

The premium notified by **us** to **you** for each **member**.

## Standard Territories

All European Union (EU) countries, Andorra, Australia, Canada, Gibraltar, Hong Kong, Iceland, Liechtenstein, Monaco, New Zealand, Norway, San Marino, Singapore, Switzerland, UAE, USA and the Vatican City.

## Start date

The date the **policy** starts, as stated in the **policy schedule**.

## State Pension Age (SPA)

The earliest age at which the **employee** can start to receive the UK State pension. The maximum state pension age we will cover is 68.

## Sub Event Limit

A monetary limit that applies to the total value of claims that can be made following an **event**, for claims relating to **members** located at the **location(s)** including travelling to and from the **location(s)** for work purposes. The **location(s)** will be shown and detailed in your **policy schedule**. The **sub event limit** is included within the overall **event limit** and is not in addition to it. Where a **sub event limit** is applied it will be detailed in **your policy schedule**.

## Travel Limit

A monetary limit that applies to the total value of claims that can be made following an **event**, which applies when **members** are travelling together for work purposes. The **travel limit** is included within the overall **event limit** and is not in addition to it. Where a **travel limit** is applied it will be detailed in **your policy schedule**.

## Trustees

The current trustees of the **scheme** as stated in the **policy schedule**.

## TUPE

Transfer of undertakings (Protection of Employment) Regulations 2006.

## Unit Rate

The rate of premium specified in the **policy schedule** as the unit rate as changed from time to time being the amount payable for every £1000 of lump sum benefit covered under the **policy**.

## We/our/us

Aviva Life & Pensions UK Limited.

## You/your

The participating employer who has a **policy** in the **scheme** as stated in the **policy schedule**.

## Paper, braille, large font and audio material

Our literature is available free of charge on paper or in braille, large font and audio format. Just call **0800 051 3472** or email **groupprotection@aviva.com** tell us:

- the format **you** want
- **your** name and address
- the name or code of the document.

The document code is in the bottom left hand corner of this page.

Calls may be recorded/monitored for our joint protection.