

Group Income Protection

Policy Wording

Reference: GR02003 – 02/2020

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 be unable to work due to illness or injury.

Outline of the Policy

The policy insures the benefits payable if a member is unable to work and is suffering loss of earnings due to illness or injury.

This policy wording, along with the policy schedule and any endorsements 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.

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 document.

1 What benefits are covered

1.1 Total benefit

We will pay **total benefit** if immediately before the start of **incapacity** the **member** was **actively at work** and following their **job role** and, after the start of **incapacity** they are not following any **other occupation**, and the **deferred period** has finished.

The **benefit** payable will be shown in the **policy schedule**.

2 Proportionate benefit

We will pay a **proportionate benefit** after the **deferred period**:

- if before **incapacity** the **member** was **actively at work** and following their **job role** and;
- if **incapacity** has lasted for at least five consecutive working days; and as a result of illness or injury the **member** is either;
- following their **job role** on a part-time basis; or
- following any **other occupation**

in either case with a reduction in **earnings**.

3 Lump sum benefit

(if applicable – see **policy schedule**)

An **employee** will be eligible for a **lump sum** if at the end of the **limited payment term**, they continue to meet the definition of **incapacity**.

An **employee** receiving **proportionate benefit** will be eligible for a reduced **lump sum** if, at the end of the **limited payment term**, as a result of their illness or injury they are still following their **job role** on a part-time basis or are following any **other occupation**, in either case with a reduction in **earnings**.

Where a **lump sum** is payable for an **employee** receiving **proportionate benefit**, the **lump sum** will be reduced in line with the percentage reduction of the last regular monthly **benefit** payment. For example, if the **employee's** last **proportionate benefit** payment was 70% of the **total benefit**, we will pay 70% of the **lump sum**.

All **lump sum** payments (whether based on **earnings** or **income benefit**) will be capped at a maximum amount of 9 times the annual **income benefit**, 5 times salary or £1,600,000 whichever is lower.

The **lump sum** will not be more than the regular basic **income benefit** in payment at the point the **lump sum** is payable, multiplied by the number of complete months to the **cease age**.

We will not pay a **lump sum** if an **employee** reaches the **cease age** before reaching the end of the **limited payment term**.

Once we have paid a **lump sum** for an **employee**, they will be:

- immediately removed from the membership
- ineligible for future inclusion under this **policy**; and
- unable to make any further claims for **benefit**.

We will not cover **equity partners** or fixed term contractors for a **lump sum benefit**.

4 Recipient of benefit

We will normally pay all **benefit** (including any **lump sum**) under this **policy** to the **policyholder** (Benefit term 17 a – c gives details of when **benefit** may be paid to the **member** instead of to the **policyholder**).

5 Entitlement to benefit

A **member** will become eligible to claim **benefit** for **incapacity** when the **deferred period** has finished.

6 Time limits on payment of benefit

- a. We will pay **benefit** for **incapacity** at the end of each full month, or at the end of **incapacity** if earlier. A proportionate amount will be paid for any periods of **incapacity** which last less than one month.
- b. We will pay **benefit** for **incapacity** until:
 - the end of **incapacity**; or
 - the **limited payment term** is completed; or
 - the **member** reaches the **cease age**; or
 - the **member** leaves service; or
 - the **member** is remanded in custody (the **benefit** will be retrospectively paid if the **member** is not convicted of the offence) or receives a custodial sentence; or
 - we are unable to obtain the medical evidence of continued **incapacity** which we need; or
 - the **member** is no longer eligible for **benefit** or ceases to be a **member**; or
 - the **member** reaches the end of the fixed term contract in place as at the date of incapacity; or
 - the **member** dies,whichever is sooner.

c. Any **member** who is receiving **benefit** and has a fixed term contract will only be eligible for **benefit** for the remainder of the contract in place as at the date of **incapacity**, whether this is extended or not.

7 Maximum benefit

a. The maximum amount of **benefit we** will pay is the lesser of the **income benefit**; or:

- for **employees**, 80% of **gross taxable earnings** less other benefits and
- for **equity partners**, 50% of **equity partner earnings** less other benefits.

Other benefits include:

- continuing income from an employer
- continuing income/**equity partner earnings** from a partnership
- regular payments from other insurance policies (unless the maximum benefit period of those policies is 2 years or less) including:
 - income protection/permanent health insurance
 - mortgage payment protection
 - loan protection

Benefit is subject to an overall maximum of £425,000.

Benefit received by a **member** from this **policy** may affect their entitlement to certain means tested state benefits.

b. Employer pension contributions can also be covered either for fixed amounts, or based on a percentage of **pensionable salary**, up to a maximum annual amount of £75,000.

Cash in lieu of employer pension contributions can be covered but will be treated as employer pension contributions and subject to the maximum annual amount of £75,000.

Other supplementary benefits that **you** continue to pay to an incapacitated **member**, such as company car allowances and insurance premiums, can also be covered and will be included within the employer pension contributions overall maximum annual amount of £75,000.

Employee pension contributions can also be covered based on a percentage of **pensionable salary** as shown on the **policy schedule**. The pension contributions **we** will pay when combined with **income benefit** and other benefits described in 7a will be reduced so that the combined total does not exceed the lesser of £425,000 or:

- for **employees**, 80% of **gross taxable earnings** and
- for **equity partners**, 50% of **equity partner earnings**.

Where **employee** pension contributions are covered and the maximum **benefit** of £425,000 is exceeded, these will be reduced to adjust the **total benefit** to the maximum amount.

If pension contributions (including cash in lieu of pension) or other supplementary benefits are covered it will be stated in the **policy schedule**.

c. The **policyholder's** national insurance contributions can also be covered based on **income benefit**.

d. Due to the different treatment of **equity partners we** do not insure their pension, supplementary benefits or national insurance contributions.

e. **We** will not refund any premiums if **we** have to reduce **benefits** that are above the maximums as stated in 7a and 7b.

8 Who is covered

Where a **member** joins the **policy**, they will be covered up to the **free cover limit** provided that they have:

- satisfied the **actively at work** definition; and
- joined the **policy** within 12 months of the date on which they were first **eligible** to join; and
- not been previously declined cover by **us** or another insurer where **you** have been informed of the decision; and
- not been previously loaded, restricted or had cover postponed or exclusions applied by **us** or another insurer.

If a **member** is not **actively at work** on;

- the working day prior to the **start date** of the **policy**; or
- for new joiners after the **start date**, the date when **eligible** to be admitted to the **policy**;

they will be deemed **actively at work** once they make a full and active return to their **job role** (with their GP's approval) for one whole day; except; for

Previously uninsured single premium policies, if a **member** is not **actively at work** on the working day prior to the **start date** of the **policy**; they will be deemed **actively at work** once they make a full and active return to their **job role** (with their GP's approval) for five consecutive whole days.

If the **member's total benefit** is above the **free cover limit we** will require **medical information** for that **member**.

8.1 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**.

If there are 5 or more **members** on the **start date** or **anniversary date**, and the **benefits** for any **members** are above the **free cover limit**, **we** will ask for **medical information** for that **member**.

If benefits are below the **free cover limit** at the **start date**, **we** will still ask for **medical information** if the **member**:

- has not joined within the **eligibility** conditions
- has not joined within 12 months of their earliest opportunity to join
- is a **discretionary entrant**; or
- has had benefits previously declined, restricted (as a result of incomplete medical underwriting) or postponed by us or another insurer.

We will not apply a **free cover limit** if at any time there are less than 5 **members** covered under the **policy**. In such cases **we** will need **medical information** for all new **members**, and **we** will also need it for existing **members** if benefits are increased.

We may re-apply the **free cover limit** if the number of **members** returns to 5 or more.

9 Temporary Cover

When reviewing **medical information** for **members**, we will provide cover for their **total 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 as a result of a **pre-existing condition**.

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.

If **we** decide to:

- apply a medical loading
- restrict benefits
- decline/postpone cover,

these decisions will only apply to increased benefit that is above any applicable **free cover limit** or previously accepted benefit.

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

If as a result of medical underwriting the **member's benefit** is restricted to the **free cover limit**, this will apply to the amount of **free cover limit** in place when the **member** was first underwritten. Any subsequent increases in the **free cover limit** applied to the **policy** will not apply in respect of the **member**.

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

Discretionary entrants are not entitled to the **free cover limit** and **medical information** will be required for their **total benefit**.

10 'Once only' medical underwriting

For **policies** of 20 or more lives, **members** will, in most circumstances, only be medically underwritten once.

Our policy of only medically underwriting once can apply even if rated terms have been applied to individual **members**.

11 Waiver of premium

We will not charge **you** a premium for a particular **member** from the next **anniversary date** (or **rate guarantee date** if sooner) whilst **you** are receiving **benefit** for that **member**.

12 Escalation

(if applicable – see **policy schedule**)

The **benefit** payable under this **policy** will increase at the rate stated in the **policy schedule** starting after the **benefit** has been paid for a total of one whole year. **We** will not restrict **benefit** where escalation is the only reason that it has increased above the maximum benefit.

At the end of any claim period, **benefit** will go back to the level at which it would have been had escalation not been applied.

Where a **lump sum** is insured, regular **benefit** will increase at the rate stated in the **policy schedule** once **benefit** has been paid for a total of one whole year, and at the end of each subsequent whole year of payment, up until the point of the **lump sum** payment.

At this point, if **income benefit** is used to calculate the **lump sum**, **income benefit** will earn an additional year's escalation. If **earnings** are used to calculate the **lump sum**, the **earnings** used will be the pre-**incapacity earnings** escalated at the rate stated in the **policy schedule** for each whole year of benefit payment.

We will not reduce the income benefit if the escalation calculation indicates a reduction. The income benefit will remain unchanged.

13 Linked claims

(not applicable where a **lump sum** has been paid)

We will not restart the **deferred period** where **you** have received **benefit** for a **member**; and that **member** suffers from:

- the same cause of **incapacity**; or
- a different cause of **incapacity**

(lasting at least 30 consecutive days)

in either case, within 12 months of the last monthly **benefit** payment.

This also applies for **members** where the **policy** has been cancelled, unless the former **member** is eligible for, and is receiving **benefit** for incapacity (other than state benefit) from another source.

The maximum **benefit we** will pay from the date of further **incapacity** will be calculated using the same **earnings** used to calculate **benefit**, that applied to the previous claim period. **Benefit** will be adjusted in line with any escalation(s) due from the date of the original claim.

For policies with a **limited payment term**, we will only link the claim if the **member** suffers from the same cause of **incapacity**.

14 Linked periods of absence

Separate periods of **incapacity** (from the same cause) may be linked provided that:

- each period of **incapacity** lasts at least 5 consecutive working days; and
- the **deferred period** is completed within a period of time twice its length (**deferred period** x 2).

Periods of **incapacity** which last for less than 5 consecutive working days cannot be combined for the purposes of completing the **deferred period**.

For the purposes of calculating the maximum **benefit**, the **earnings** that applied at the date of the first period of **incapacity** included in the calculation of the **deferred period** will be used to calculate **benefit**.

15 Overseas cover

We will cover **members** who are travelling or working **overseas**, or those seconded to another organisation in a different country as long as:

- they still have a contract of employment with a UK, Channel Islands or Isle of Man company covered under this **policy**
- the premium to cover those **members** is paid in sterling by **you**, and
- they are still **eligible** for cover on the **policy**

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

If **you** make a claim for a **member** who is based **overseas**, or if a **member** who was based in the UK at the start of **incapacity** or when **benefit** payment started subsequently moves **overseas**, **we** will pay all **benefit** to **you** in pounds sterling.

Where **we** have agreed to pay **benefit** directly to a **member**, **we** will pay the **benefit** to the **member** in pounds sterling, and only into a UK bank account that is registered in the **member's** name.

We will only consider paying **benefit** for these **members** if **we** can obtain satisfactory medical evidence in English. **We** will not be responsible for any costs incurred in translation.

The tax treatment of any **benefit** paid out for an **overseas member** will depend on whether or not they have been treated as non-resident for tax purposes at any time when covered under the **policy**.

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.

16 TUPE

If **you** are receiving **benefit** for an **employee** and they transfer to a different employer under **TUPE**, **we** will:

- pay the **benefit** to the new employer under the same terms and conditions, and
- treat the claim as if there had been no break in employment, subject to agreements signed by all relevant parties to allow the contractual transfer of obligations of the **policy** and claim.

17 Policyholder stops trading or a member is removed from payroll or partnership

- a. If the **policyholder** stops trading (due to insolvency or otherwise) **we** will consider at **our** reasonable discretion making continued **benefit** payments direct to **employees** who are in claim, subject to:
 - agreement between the **policyholder**, **employee** and **us** at that time
 - obtaining consents and further documentation as **we** may reasonably require; and
 - taxation rules at the time of payment.
 - b. Where the **policyholder** removes an **employee** from its payroll, **we** will at **our** reasonable discretion consider paying **benefit** to the former **employee** where:
 - the **policyholder** has requested **us** to do so, and
 - the **policyholder** has been eligible to receive **benefit** for that **employee** under this **policy** for a continuous period of more than six months before that **employee** was removed from the payroll.
- Where **we** do pay **benefit** directly to an **employee**, any pension (including cash in lieu of pension), supplementary and national insurance **benefits** will stop.
- c. Where the **policyholder** removes an **equity partner** from its partnership after **incapacity**, **we** will continue to pay **benefit** to the former **equity partner** immediately after their removal from the partnership. Where the **equity partner** triggered their notice to leave the partnership before **incapacity**, **we** will pay **benefit** up until the date that the **equity partner** was due to be removed from the partnership.
 - d. Where **we** pay the **benefit** to an **employee** directly, and the definition of **incapacity** is 'own' occupation this will change to the 'suited' occupation definition (please see '**incapacity**' in the definitions section). There will be no change of definition for **Equity Partners**.
 - e. **We** will not pay a **lump sum** at the end of the **limited payment term** where **we** have been paying the **benefit** directly to an **employee**.

Conditions

1 Changes on premium review date

Your policy has reviewable premiums. This means that the table of rates on which **your** premium has been calculated may be changed to reflect updated views on the expected cost of providing cover.

For **single premium** rated policies, **we** guarantee that **we** will use the underlying table of rates upon which the first premium has been calculated until at least the second **anniversary date**, after which **we** may change the underlying table of rates at each **rate guarantee date**.

For **unit rated** policies, **we** guarantee to maintain the **unit rate** upon which the first premium has been calculated until at least the second **anniversary date**, after which **we** may review the rate at each **rate guarantee date**.

Your premium, or rate, may go up, down, or may remain unchanged as a result of the review.

When reviewing the premiums **we** will take a fair and reasonable view on the likely cost of providing cover by considering:

- **our** claims and operating costs, including any **policy fee**
- **our** experience to date on **our** group income protection product, and all other Aviva income protection policies of a similar nature
- information available to **us** on the actual and expected experience of insurers of similar income protection plans
- widely available economic information such as interest rates and tax rates.

For each **rate guarantee date**, **we** need **you** to complete and send **us** the documents that **we** reasonably request so that **we** can review the terms and/or calculate the rates for this **policy**.

We may also change the terms and conditions provided for in this **policy** at any **rate guarantee date**.

2 Changes at any time

- You** must tell **us** as soon as reasonably possible if any **member's** occupation changes to an occupation not already covered under this **policy**.
- We** reserve the right (in line with reasonable underwriting practice) to change the **policy** terms and premium relating to a particular **member** or cancel cover for a **member** at any time if their profession or occupation changes to one not already insured under this **policy**.

c. **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 constitution;
- the total salary roll or **total benefit** roll covered changes by 25% (50% for **policies** with less than 20 **members**) or more;
- there is a change to the **benefit** basis of the **policy** and/or **eligibility** of the **policy**;
- a new employer joins (or an existing employer leaves) the **policy**; or
- the number of **members** falls below 5.

d. **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.

e. 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).

3 Policy accounting

The **policy** runs on one year accounting periods. The premium must be paid annually (in advance) by direct debit, cheque or BACS, or half-yearly, quarterly or monthly by direct debit.

We will charge a 1% loading each year to cover **our** extra administration costs where the premiums are not paid to **us** on an annual basis.

Single premium policies

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 rated policies

We will calculate these premiums based on the average salary roll or **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**.

4 Increases in benefit

You must tell **us** as soon as reasonably possible when a **member's benefit** is to be increased if:

- the **member** belongs to a **single premium** rated **policy** where increases in **benefit** are allowed on a date other than the **anniversary date**
- or,
- the **member** belongs to a **unit rated policy** and the increase takes their **benefit** above the **free cover limit**, or their **benefit** is already above the **free cover limit**.

A **member** must be **actively at work** to be eligible for an increase in **benefit**.

Medical information must be provided for:

- increased **benefits** above the **free cover limit**, and
- **benefit** increases for all **members** who are not entitled to a **free cover limit**

unless **you** have been advised in writing that 'once only' medical underwriting has already been applied for that **member**.

When reviewing **medical information** for **members**, **we** will provide temporary cover for their increased **benefit** for up to 90 days from the date **you** tell **us** that a **member's benefit** should be increased (or until **we** complete **our** medical underwriting for that person if sooner). This temporary cover will exclude:

- any claim made as a result of a **pre-existing condition**.

If **we** decide to:

- apply a medical loading
- restrict benefits
- decline/postpone cover,

these decisions will only apply to increased **benefit** that is above any applicable **free cover limit** or previously accepted benefit.

5 Compliance with Policy Terms

Our liability under this **policy** will be subject to **you** complying with its terms and conditions.

6 No Waiver

No action taken or not taken by **us** will amount to any waiver (unless **we** specify otherwise in writing) or diminish **our** rights at any time.

If **we** waive any term or condition of this **policy**, it will not prevent **us** from relying on that term or condition at a later date.

7 Continuation Option

(if applicable – see **policy schedule**)

If a **member** leaves **your** service for any reason other than:

- **incapacity**
- retirement
- dismissal; or
- redundancy

they can use the continuation option to switch their cover (for basic benefits only) to an individual policy on **our** standard terms at the time, without providing **medical information**.

The **member** can use this option as long as:

- they take the option within 30 days after they leave **your policy**;
- their new occupation and residence is acceptable under the terms and conditions of **our** individual income protection product;
- they are not within five years of the **cease age**;
- the new policy provides the same (or less) basic benefit as that for which they were covered under this **policy** (excluding supplementary benefits, pension (including cash in lieu of pension) and national insurance contributions), subject to the individual policy **benefit** maximum;
- their **benefit** was accepted at ordinary rates with no restrictions or exclusions;
- the **deferred period** is not shorter than covered on this **policy**;
- the escalation level is not higher than covered on this **policy**; and
- the **cease age** is not higher than covered on this **policy**.

Cancellation by you

You may cancel the **policy** at any time for any reason by giving **us** written notification.

Cancellation by Us

Payment of premiums must be made within 30 days of the original request date. **We** will cancel the **policy** upon non payment of premiums. This will mean **you** will have no cover in place with **us**.

We will reinstate cover if the premium is subsequently paid within 30 days of the end of the 30 day period following the original request date. This will be subject to prospective **members** being **actively at work** on the working day prior to the reinstatement date.

- a. **We** have the right to cancel this **policy** if;
 - there is a material change in the nature of **your** business or **your** constitution;
 - the total salary roll or **total benefit** roll covered changes by 25% (50% of the **total benefit** roll for policies with less than 20 **members**) or more
 - there is a change to the **benefit** basis of the **policy** and/or **eligibility** of the **policy**;
 - a new employer joins (or an existing employer leaves) the **policy**
- b. **We** may at any time (and retrospectively where appropriate) cancel the **policy** or cover in respect of a **member**, reclaim **benefits** paid in respect of a **member's claim**, or apply different terms in line with reasonable underwriting and insurance practice if a **member** or **you** have at any time:
 - deliberately or recklessly failed to disclose information to **us**, given false information to **us** or failed to tell **us** where any facts have changed since they were provided
 - defrauded/attempted to defraud **us**;
 - agreed to any attempt by someone else to defraud **us**;

If **we** do cancel this **policy** **we** will give **you** at least seven days' notice sent by first class post or delivered by hand to **your** last known address. **You** may be entitled to a premium refund.

- failed to observe the terms and conditions of this **policy**.

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 and its ultimate parent company as well as the country in which the company/ultimate parent company is based. If, as a result of **our** investigations **we** reasonably 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.

Claims Conditions

1 Claims procedure

You can only claim if premium payments are up to the date.

You must tell **us** about any claim as soon as possible, either:

- before the period of **incapacity** has lasted two months; or
- for **deferred periods** of 13 weeks, before **incapacity** has lasted one month.

If **you** do not tell **us** within these time limits and, due to the delay in notification **we** are unable to confirm **incapacity**, payment of **benefit** may be affected and **benefits** that were due before **we** were told will not be backdated.

2 Our requirements

Claim forms and any other documentation issued by **us** in relation to the claim, must be completed and returned to **us** as soon as reasonably possible.

Apart from **medical information** requested by **us**, **you** or the **member** (or their personal legal representative) will pay for all certificates, information and evidence that **we** reasonably require (including proof of age).

We will not be able to process any claim unless the **member** signs the consent forms provided by **us**, to allow **us** access to their relevant medical records held by a **medical practitioner**.

We may need reasonable additional evidence of income and **we** will let **you** know if **we** do. In these circumstances these are **our** minimum requirements and **we** reserve the right to request more evidence:

- If an **employee** – a copy of the four payslips prior to **incapacity** (including the payslip for the month in which **incapacity** starts) and the last P60 certificate together with a PAYE Coding Notice (or replacement) in respect of benefits in kind.
- If an **equity partner** – evidence of personal income during the 36 months before **incapacity**, as assessed for income tax purposes and declared to and agreed by Her Majesty's Revenue and Customs, together with the profit and loss accounts which relate to this.

The **member** needs to provide all of the information that **we** reasonably request, and:

- undergo medical examinations or tests (on **our** behalf and at **our** expense) by a medical examiner appointed by **us** in respect of any incapacity being claimed for and
- sign any consent forms **we** require to allow **us** access to the results of any relevant medical examinations and/or tests.

The **member** must take whatever reasonable steps are necessary to assist their recovery, which includes:

- meeting and working with disability counsellors and/or advisers appointed by **us**; and
- signing any consent forms requested by **us**.

You must make whatever reasonable adjustments are necessary to the **member's** working conditions in order to comply with **your** obligations under discrimination and equality laws. If **you** don't, and if **your** failure to comply with **your** obligations prevents the relevant **member** from working then **we** may not pay some or all of the **benefit**.

For **you** to be eligible to receive any **benefit** from us for the purposes of assessing the claim; relevant **employee** must participate in any treatment or rehabilitation programme proposed by a **medical practitioner**, unless **medical information** proves that they are unable to do so. Failure to participate in any treatment or rehabilitation programme may mean that **we** will not pay any **benefit**.

3 Medical supervision

The **member** must be under the regular supervision and treatment of a **medical practitioner** to be eligible for **benefit**.

4 Payments

All payments will be made in the pounds sterling.

Further policy conditions

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.

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.

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**.

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; except in the event of a disputed claim the **member** in respect of whom the **Policyholder** submitted the claim may either in conjunction with or (unless the **Policyholder** informs us otherwise in advance) instead of the **Policyholder** enforce such claim to the extent that the **Policyholder** may enforce it (including the pursuit of a complaint to the Financial Ombudsman Service (FOS) if within FOS jurisdiction).

It is the legal responsibility of the **Policyholder** to inform **members** of their rights in regards to the FOS in the event of any dispute, for example that any notification must be received within appropriate timescales. Aviva Life & Pensions UK Ltd will not be liable for any failure by the **Policyholder** to inform **members**.

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**.

If you have any 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 Group Protection,
PO Box 3240
Norwich
NR1 3ZF.
Telephone: 01603 680715
E-mail: grcomp@aviva.com

Calls are free within the UK (tariffs may vary if you call from a mobile) and **we** are available between 9am and 5pm Monday to Friday. **Our** calls are recorded and monitored to help **us** improve **our** service to **you**.

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: 0300 123 9123
Email: complaint.info@financialombudsman.org.uk
Website: 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 FSCS covers **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.

Where the **employee** is paid **benefit** directly, the FSCS will cover them for 100% of the total amount of an existing claim.

For further information, see www.fscs.org.uk or telephone 020 7892 7300.

Definitions

Actively at work

Means the **member** must have been actively following their normal full **duties** and hours at their place of work and have been mentally and physically capable of all the normal **duties** and hours of their **job role**.

Anniversary date

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

Benefit

The benefit described under the 'benefits' section of this **policy** and shown on **your 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's** category. The maximum age cannot exceed midnight on the day before a **member's** 70th birthday. If the cease age is **State Pension Age**, in the event of **incapacity** this is the **State Pension Age** that applied as at the first date of **incapacity**.

Consumer Prices Index (CPI)

The monthly index calculated by the government that demonstrates the movement of consumer prices in the UK, or an equivalent replacement of that index.

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.

Dividends

The dividends paid to the **employee** instead of wages or salary averaged over the 3 years prior to **incapacity**.

Dividends are only covered if they cease in the event of **incapacity**.

Deferred period

For **total benefit**, the number of consecutive weeks **incapacity** which must pass before you become entitled to receive **benefit**, as shown in the **policy schedule**.

For **proportionate benefit**, the number of consecutive weeks of illness or injury which must pass before **you** become entitled to receive **benefit** as shown in the **policy schedule**.

Discretionary entrant

An **employee** or **equity partner** who needs cover, but has joined the **policy**:

- before the date they are first **eligible** to join, or
- 12 months or more than 12 months after they were first **eligible** to join,
- not in a category of **member** covered by 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.

Duties

The material and substantial duties that:

- are normally required to perform the **job role** for the **policyholder**; and
- perform a significant and integral part of the performance of the **job role** for the **policyholder**; and
- cannot reasonably be omitted or modified by the **member** or the **policyholder**.

Duties do not include the journey to and from work.

Earnings

As defined by **you** and accepted by **us** and detailed in the **policy schedule** under 'definition of salary'.

The definition of salary will indicate if **fluctuating emoluments** or **dividends** are included.

We will use the earnings that applied as described on the **policy schedule** as at the date of **incapacity**. Increases in earnings that apply after the date of **incapacity** will not be included in the **benefit** calculation.

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**.

Employee

A person employed by **you**, who is covered under the **policy** and is not an **equity partner**.

Equity partner

Equity partner (or fixed share partner) in **your** partnership business who (as evidenced by a partnership deed or contract):

- is a part owner of the assets of the business
- participates jointly and severally in the risks and rewards of the business; and
- is treated by HM Revenue & Customs as a self-employed partner for tax purposes.

and;

- continues to be an equity partner throughout the **deferred period**.

Equity partner earnings

The average annual **earnings**:

- received in the previous three consecutive years, or
- such lesser period as the partner has been a partner of the partnership, which are liable to tax.

Fluctuating emoluments

Employee earnings not paid on a fixed basis but additional to their basic salary.

This can include items such as:

- profit related pay,
- overtime,
- commission,
- shift or region allowances,
- taxable bonuses, or
- the P11D value of benefits in kind

We will use the average of the total of any fluctuating emoluments over the last 3 years (or such lesser period as the **member** has been in receipt of fluctuating emoluments).

Free cover limit

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

Gross Taxable Earnings

Gross taxable earnings including any **fluctuating emoluments** relating to the **employee's job role** with the **policyholder**.

Incapacity

Means either own, suited or switched below as specified in the **policy schedule** (if none specified, own will apply).

'Own'. The **member's** inability to perform on a full and part time basis the **duties** of their **job role** as a result of their illness or injury.

'Suited'. The **member's** inability to perform on a full and part time basis the **duties** of their **job role** and **other occupations** for which they are suited by reason of education, training or experience, as a result of their illness or injury.

'Switched'. For the first 24 months after the **deferred period** has been completed – the **member's** inability to perform on a full and part time basis the **duties** of their **job role** resulting from their illness or injury.

After 24 months – the **member's** inability to perform on a full and part time basis the **duties** of their **job role** and any **other occupation** for which they are suited by reason of education, training or experience, resulting from their illness or injury.

Where a **lump sum** is insured with a 2 year **limited payment term**, a 'suited' definition will be applied.

Where the **member's** occupation requires a licence (other than an ordinary UK driving licence for Group 1 vehicles) or medical certificate, for example an HGV driver, a 'suited' definition will be applied to that **member** in all cases.

Absence caused by workplace matters, such as a relationship breakdown, workplace demands or failure to make reasonable adjustments are not covered.

Absence caused by a lifestyle choice or family requirement such as the need to care for a dependant are not covered.

Income benefit

The **benefit** payable under this **policy**, not including pension (including cash in lieu of pension), supplementary benefits and national insurance contributions.

Job Role

A **member's** job role with the **policyholder** at the time **incapacity** starts.

Limited payment term

The number of years (if any) specified in the **policy schedule** as the limited payment term. **Benefit** for **incapacity** resulting wholly or partly from one illness or injury, or any illness, injury or other condition **related** to it will be limited to this period. The limited payment term starts when the **deferred period** has finished.

Linked policies

Any Aviva group income protection **policies** taken out by the employer or parent and subsidiary undertakings of the employer covering different categories of **employees** and/or **benefits**.

Lump sum

The total lump sum benefit that would be paid for a **member** in the event of a claim, as shown in **your** illustration and **policy schedule**.

Medical Information

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

Medical practitioner

A medical practitioner registered with the General Medical Council in the UK or in the case of **benefit** paid for **overseas** residence, the equivalent body in the relevant country.

Member

An **employee** or **equity partner** who is covered under the **policy**.

Other occupation

Any occupation performed for profit or reward, other than the **member's job role**.

Overseas

A **member** working or residing in any country that is not part of the United Kingdom, Channel Islands or Isle of Man.

Pensionable salary

As defined by **you** and agreed by us and detailed in the **policy schedule**.

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 income protection insurance policy (including the **policy schedule** together with any endorsements) which covers the policy **benefits** and forms the contract between **you** and **us**.

Policyholder

The company, partnership or other business entity named as policyholder in the **policy schedule**.

Policy schedule

The current policy schedule (as issued by **us** from time to time), or in the case of a claim for **benefit** the policy schedule that applied as at the date of **incapacity** stating details of the **policyholder**, cover provided by this **policy**, and any special terms (if applicable).

Policy year

The period between:

- the **start date** and the first **anniversary date**;
- two **anniversary dates**; or
- 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 treated for,

in the previous five years before any cover is provided for under the **policy**.

Proportionate benefit

A proportion of **total benefit**. The proportion will be the percentage reduction in the **member's earnings**.

For example: If a **member's earnings** are reduced by 70%, **we** will pay 70% of the **total benefit**. When paying proportionate benefit, **we** will not reduce **your** benefit due to increases in **earnings**, as long as those increases are not higher than the increase in the **retail prices index**.

To calculate proportionate benefit when it is first paid, **we** will use the **member's earnings** at the start of **incapacity**, adjusted in line with the movement in the **retail prices index**.

If the **income benefit** amount stated in the **policy schedule** includes an automatic deduction, **we** will ignore that deduction as long as the amount payable as proportionate benefit is not more than would be paid under **total benefit**.

Rate guarantee date

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

Retail prices index (RPI)

The monthly index used by the Government that shows the movement of retail prices in the UK, or any replacement of that index which is acceptable to us

Start date

The date the **policy** starts as stated on the **policy schedule**.

Single premium

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

State pension age (SPA)

The earliest age at which the **employee** can start to receive the UK basic state pension.

The maximum state pension age **we** will cover is 68.

Total benefit

The **benefit** calculated as described in the **policy schedule**.

This is normally shown as **income benefit** and where applicable employer pension (including cash in lieu of pension) and employee pension contributions, other supplementary benefits and employer national insurance contributions.

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 £100 of salary or **benefit** (dependent on **policy basis**) covered under the **policy**

We/our/us

Aviva Life & Pensions UK Limited.

You/Your

The current **policyholder** of the **policy** 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** and 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.