

Online Group Critical Illness

Technical Guide

Reference: GR03123 - 07/2021

This policy is intended for schemes with between three and 250 lives.

Aviva

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This Technical Guide has been produced based on the standard format recommended by the Group Risk Development group (GRiD) and The Association of British Insurers (ABI).

This Technical Guide will tell you the main features and benefits about our Group Critical Illness Insurance Policies. It should be read alongside the quotation with which it was issued. **It does not form part of the policy contract.** Full details of the contract terms can be found in the Policy Wording which is available at connect.avivab2b.co.uk/adviser/

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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 guide. The meanings are set out in the definitions section at the back of this document.

This technical guide describes the features of the Online group critical illness policy.

The Aviva Group Protection Online facility has been specifically designed to provide quotes for small to medium sized enterprises where the quotation requirements fall within certain parameters.

We are unable to provide online quotations which include Cancer Drug Fund or Total Permanent Disability on an “own occupation” basis.

Policy aims

This non-complex **policy** is designed for schemes with between three and 250 members, to pay a **lump sum benefit** if a **member** or **child**:

- is diagnosed with one of the **critical illnesses**, or
- undergoes one of the **operations** which the **policy** covers.

A **member** will normally be one of **your employees**. **Employee’s children** will be automatically covered by the **policy**.

We will pay a **lump sum benefit** for a **critical illness** or **operation** to **your employee** provided it is to a UK, Channel Islands or Isle of Man bank account.

This guide will tell **you** which **critical illnesses** and **operations** can be covered. It will also tell **you** the circumstances when **members** or **children** will not be **eligible** to receive a **lump sum benefit**, even if they have suffered a **critical illness** or undergone an **operation** set out in the **policy**.

Your commitment

You agree to inform **us** straight away:

- if **you** want to change the cover; or
- if **you** want to change the **eligibility** criteria for membership;
- about any claims;
- about any significant changes to the **employer**.
- when any member moves overseas to a location which is not listed in **our standard territories** or any additional locations detailed in **your policy schedule**.

You agree to:

- pay premiums when requested or as agreed;
- comply with the terms and conditions of the **policy**.

You also agree to provide **us** with all of the information **we** need:

- when **you** apply for the **policy**;
- at review/**anniversary dates**;
- when **you** make a claim;

and tell **us** if these details change.

In order to make a claim, **you** must tell **us** within 3 months of a **member** or **child**:

- being diagnosed with a **critical illness**; or
- undergoing an **operation**.

Risk factors

- Cover may stop if **you** don’t comply with the terms and conditions of the **policy** or if **you** stop paying premiums. This will mean **you** will have no cover in place with **us** for future **lump sum benefits** and may result in an uninsured liability. **We** will continue to assess claims for **critical illnesses** that were diagnosed and **operations** that took place whilst the **policy** was in force.
- **We** recommend that a lawyer considers the content of **your employees’** contracts for **you** in the light of this **policy**, and any requirements **you** may have for offering the benefits to **your employees**.
- **We** usually guarantee the rate(s) for up to three years after the start of the **policy**. The **rate guarantee date** will be shown on the illustration.

The guarantee may not apply if:

- the total sum insured changes by 25% or more (50% for policies with 19 or fewer **members**);
- the number of **members** who are covered falls below 3 (if this happens **we** reserve the right to cancel the **policy**); or
- there is a change to the (or any new) legislation, regulation or taxation affecting the **policy**;
- there is a change to the:
 - benefit basis;
 - **eligibility**;
 - nature of business; or
 - companies included within the **policy**.

Critical illnesses and operations, and their associated conditions

There are two levels of cover – Standard and Extended. The level of cover **you** have chosen is shown on the **policy schedule**. If **you** have chosen Extended cover, this includes the **critical illnesses** and **operations** shown in Standard cover. Your **policy schedule** will also show if **you** have selected one of the optional benefits listed. No other **critical illnesses** or **operations** are covered.

We adhere to the Association of British Insurers (ABI) minimum standards for critical illnesses that have been defined by them. Some of **our** definitions are more generous than the ABI model wording definition. The definitions that are defined by the ABI are marked with an asterix.

The right hand column shows the **associated conditions** for each **critical illness** or **operation** - these **associated conditions** are used in a **policy** exclusion - see section 8 (What is not covered) for the full details of the **policy** exclusions.

Critical illness/ operation	Definition	Associated conditions
Standard		
*Alzheimer’s disease – resulting in permanent symptoms	A definite diagnosis of Alzheimer’s disease by a Consultant Neurologist, Psychiatrist or Geriatrician. There must be permanent clinical loss of the ability to do all of the following: <ul style="list-style-type: none"> ● remember; ● reason; and ● perceive, understand, express and give effect to ideas. For the above definition, the following are not covered: <ul style="list-style-type: none"> ● other types of dementia. 	Head injury, pure amnesia, depression, psychosis, dementia
* Cancer – excluding less advanced cases	Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes: <ul style="list-style-type: none"> ● leukaemia ● sarcoma ● lymphoma (except cutaneous lymphoma - lymphoma confined to the skin). For the above definition, the following are not covered: <ul style="list-style-type: none"> ● All cancers which are histologically classified as any of the following: <ul style="list-style-type: none"> – pre-malignant; – non-invasive; – cancer in situ; – having either borderline malignancy; or – having low malignant potential. ● All tumours of the prostate unless histologically classified as having a Gleason score of 7 or above, or having progressed to at least TNM classification T2bN0M0. ● Chronic lymphocytic leukaemia unless histologically classified as having progressed to at least Binet Stage A. 	Polyposis Coli, papilloma of the bladder or any cancer in situ.

Critical illness/ operation	Definition	Associated conditions
	<ul style="list-style-type: none"> Any skin cancer (including cutaneous lymphoma) other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin). All thyroid tumours unless histologically classified as having progressed to at least TNM classification T2N0M0. 	
Cancer – <i>Second and subsequent</i>	<p>This provides some cover for members who have been previously diagnosed with cancer. A lump sum benefit would be payable for a diagnosis of a new, unrelated cancer as defined by the policy terms.</p> <p>The pre-existing condition exclusion (see section 8) applies in the normal manner to subsequent cancer claims unless:</p> <ul style="list-style-type: none"> the member has been treatment free for a period of 5 years from the date of the most recent previous diagnosis of cancer, and there is no evidence, confirmed by appropriate up-to date investigations and tests, of any continuing presence, recurrence or spread of the previous cancer, and the new cancer: <ul style="list-style-type: none"> affects an organ that is physically and anatomically separate to any previous cancer, and is not a secondary cancer or histologically related to any previous cancer; or for haematological cancers, the new cancer is categorised or divided according to defined cell characteristics in a distinctly different manner to any previous cancer. <p>Treatment includes chemotherapy, radiotherapy, monoclonal antibody therapy, and invasive or non-invasive surgery, but does not include long term maintenance hormone treatment.</p> <p>In addition to the above, in no circumstances will a claim for subsequent cancer be payable if the member has:</p> <ul style="list-style-type: none"> any signs, symptoms or investigations, that lead to a subsequent diagnosis of cancer regardless of when the diagnosis is made, or a subsequent diagnosis of cancer, <p>which gives rise to a claim during the 120 days following:</p> <ul style="list-style-type: none"> the policy start date, or the member joining the scheme, or an increase in lump sum benefit (claims will still be considered for the pre-increase amount). 	None

Critical illness/operation	Definition	Associated conditions
Cardiac Arrest	<p>Sudden loss of heart function with interruption of blood circulation around the body resulting in unconsciousness and resulting in either of the following devices being surgically implanted:</p> <ul style="list-style-type: none"> ● Implantable Cardioverter-Defibrillator (ICD); or ● Cardiac Resynchronization Therapy with Defibrillator (CRT-D) 	Coronary artery disease, heart failure and cardiomyopathy, left ventricular hypertrophy, myocarditis, hypertrophic cardiomyopathy, arrhythmogenic right ventricular cardiomyopathy, brugada syndrome, idiopathic VF (also called primary electrical disease), congenital or acquired long QT syndrome, familial SCD of uncertain cause, Wolff-Parkinson-White syndrome.
*Coronary artery by-pass grafts – <i>with surgery to divide the breastbone</i>	The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a Consultant Cardiologist to correct narrowing or blockage of one or more coronary arteries with by-pass grafts.	Any disease or disorder of the heart, diabetes mellitus or any obstructive/occlusive arterial disease.
Creutzfeldt-Jakob disease (CJD) – <i>resulting in permanent symptoms</i>	<p>A definite diagnosis of CJD by a Consultant Neurologist. There must be permanent clinical impairment of motor function and loss of the ability to:</p> <ul style="list-style-type: none"> ● remember ● reason, and ● perceive, understand, express and give effect to ideas. <p>For the CJD definition, we do not cover other types of dementia.</p>	Organic brain disease, disease of the central nervous system, Parkinson's disease, depression, epilepsy, dementia, amnesic memory disorder, aphasia, psychosis.
Dementia – <i>resulting in permanent symptoms</i>	<p>A definite diagnosis of dementia by a Consultant Neurologist, Psychiatrist or Geriatrician. There must be permanent clinical loss of the ability to:</p> <ul style="list-style-type: none"> ● remember ● reason and ● perceive, understand, express and give effect to ideas <p>We do not cover dementia secondary to alcohol or drug abuse.</p>	Stroke, cerebrovascular disease, organic brain disease, brain tumours, disease of the central nervous system, hydrocephalus, Alzheimer's disease, Creutzfeldt-Jakob disease, Parkinson's disease, depression, epilepsy, pure amnesia, aphasia, psychosis.
*Heart attack – <i>of specified severity</i>	<p>Death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:</p> <ul style="list-style-type: none"> ● typical clinical symptoms (for example, characteristic chest pain) ● the characteristic rise of cardiac enzymes or Troponins ● new characteristic electrocardiographic changes or other positive findings on diagnostic imaging tests. <p>The evidence must show a definite acute myocardial infarction.</p> <p>The following are not covered:</p> <ul style="list-style-type: none"> ● other acute coronary syndromes ● angina without myocardial infarction. 	Any disease or disorder of the heart, diabetes mellitus, hypertension or any obstructive/occlusive arterial disease.
*Kidney failure – <i>requiring permanent dialysis</i>	Chronic and end stage failure of both kidneys to function, as a result of which regular dialysis is permanently required.	Familial polycystic kidney disease, diabetes mellitus or any chronic renal disease or disorder

Critical illness/ operation	Definition	Associated conditions
*Major organ transplant	<p>The undergoing as a recipient from another person of a:</p> <ul style="list-style-type: none"> ● transplant of a bone marrow, or ● transplant of a complete heart, kidney, liver, lung or pancreas, or ● transplant of a lobe of liver, or ● transplant of a lobe of lung, or ● inclusion on an official UK waiting list for such a procedure. <p>For the above definition, the following is not covered:</p> <ul style="list-style-type: none"> ● Transplant of any other organs, parts of organs, tissues or cells. 	Cardiomyopathy, coronary artery disease, cardiac failure, chronic liver disease, chronic pancreatitis, pulmonary hypertension, cystic fibrosis, chronic lung disease or chronic kidney disease
*Motor neurone disease – resulting in permanent symptoms	<p>A definite diagnosis of one of the following motor neurone diseases by a Consultant Neurologist:</p> <ul style="list-style-type: none"> ● Amyotrophic lateral sclerosis (ALS) ● Primary lateral sclerosis (PLS) ● Progressive bulbar palsy (PBP) ● Progressive muscular atrophy (PMA). <p>There must also be permanent clinical impairment of motor function.</p>	Progressive muscular atrophy, primary lateral sclerosis, progressive bulbar palsy
*Multiple sclerosis – with persisting symptoms	<p>A definite diagnosis of multiple sclerosis by a consultant neurologist, that has resulted in either of the following:</p> <ul style="list-style-type: none"> ● clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least three months; or ● two or more attacks of impaired motor or sensory function together with findings of clinical objective evidence on Magnetic Resonance Imaging (MRI). <p>All of the evidence must be consistent with multiple sclerosis.</p>	Any form of neuropathy, encephalopathy or myelopathy (disorders or functions of the nerves) including but not restricted to the following: abnormal sensation (numbness) of the extremities, trunk or face/weakness or clumsiness of a limb/double vision/partial blindness/ocular palsy/vertigo (dizziness)/difficulty of bladder control/optic neuritis/spinal cord lesion/abnormal MRI scan
*Parkinson's disease – resulting in permanent symptoms	<p>A definite diagnosis of Parkinson's disease by a Consultant Neurologist or a Consultant Geriatrician.</p> <p>There must be permanent clinical impairment of motor function with associated tremor and muscle rigidity.</p> <p>The following are not covered:</p> <ul style="list-style-type: none"> ● Parkinsonian syndromes/Parkinsonian. 	Treatment with dopamine antagonist, tremor, extra pyramidal disease
Progressive supranuclear palsy – resulting in permanent symptoms	<p>A definite diagnosis of progressive supranuclear palsy by a Consultant Neurologist or a Consultant Geriatrician. There must be permanent clinical impairment of eye movements and motor function.</p>	Organic brain disease, disease of the central nervous system, Parkinson's disease, treatment with dopamine antagonist, tremor, extra pyramidal disease, depression, epilepsy, dementia, amnesic memory disorder, aphasia, psychosis.

Critical illness/operation	Definition	Associated conditions
*Stroke – resulting in permanent symptoms	<p>Death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in either:</p> <ul style="list-style-type: none"> ● permanent neurological deficit with persisting clinical symptoms; or ● definite evidence of death of tissue or haemorrhage on a brain scan; and ● neurological deficit with persistent clinical symptoms lasting at least 24 hours. <p>The following are not covered:</p> <ul style="list-style-type: none"> ● transient ischaemic attack ● traumatic injury to brain tissue or blood vessels ● death of tissue of the optic nerve or retina/eye stroke. 	Atrial fibrillation, transient ischaemic attack, diabetes mellitus, hypertension, intracranial aneurysm or occlusive arterial disease
Childcover benefit (included in standard cover)		
Cerebral palsy	We will pay childcover benefit if the child receives a definite diagnosis of cerebral palsy made by an attending consultant.	None
Children’s intensive care benefit – requiring mechanical ventilation for 7 days	We will pay childcover benefit , if during the period of cover, a child due to sickness or injury is requiring continuous mechanical ventilation by means of tracheal intubation for 7 consecutive days (24 hours per day) unless it is as a result of the child being born prematurely (before 37 weeks).	None
Cystic fibrosis	We will pay childcover benefit if the child receives a definite diagnosis of cystic fibrosis made by an attending consultant.	None
Hydrocephalus – Treated with the insertion of a shunt	We will pay childcover benefit if the child suffers hydrocephalus if the hydrocephalus is treated with an insertion of a shunt.	None
Loss of independent existence	<p>We will pay childcover benefit if in the opinion of a specialist the child will not at 18 years old be able to perform routinely at least three of the following six tasks without the assistance of another person, even with the use of special devices or equipment.</p> <p>The tasks are:</p> <ol style="list-style-type: none"> 1. Washing – the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means. 2. Getting dressed and undressed – the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances. 3. Feeding yourself – the ability to feed yourself when food has been prepared and made available. 4. Maintaining personal hygiene – the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function. 5. Getting between rooms – the ability to get from room to room on a level floor. 6. Getting in and out of bed – the ability to get out of bed into an upright chair or wheelchair and back again. 	None

Critical illness/ operation	Definition	Associated conditions
Muscular dystrophy	We will pay childcover benefit if the child receives a definite diagnosis of muscular dystrophy made by a Consultant Neurologist.	None
Spina bifida	We will pay childcover benefit if the child receives a definite diagnosis of spina bifida myelomeningocele or rachischisis by a paediatrician. The following are not covered: <ul style="list-style-type: none"> ● spina bifida occulta, and ● spina bifida with meningocele. 	None
Extended		
*Aorta graft surgery – for disease	The undergoing of surgery for disease to the aorta with excision and surgical replacement of a portion of the affected aorta with a graft. The term aorta includes the thoracic and abdominal aorta but not its branches. For the above definition, the following is not covered: <ul style="list-style-type: none"> ● any other surgical procedure, for example the insertion of stents or endovascular repair. 	Any disease or disorder of the heart or any obstructive/occlusive arterial disease.
Aplastic anaemia – with permanent bone marrow failure	A definite diagnosis of aplastic anaemia by a Consultant Haematologist. There must be permanent bone marrow failure with anaemia, neutropenia and thrombocytopenia.	Polyposis Coli, papilloma of the bladder or any cancer in situ.
Bacterial meningitis – resulting in permanent symptoms	A definite diagnosis of bacterial meningitis resulting in permanent neurological deficit with persisting clinical symptoms . We do not cover any other form of meningitis, only meningitis caused by bacterial infection.	Chronic ear disease or hydrocephalus
*Benign brain tumour – resulting in permanent symptoms or removed via craniotomy	A non-malignant tumour or cyst originating from the brain, cranial nerves or meninges within the skull, resulting in either of the following: <ul style="list-style-type: none"> ● permanent neurological deficit with persisting clinical symptoms ● removal of the tumour by craniotomy (surgical opening of the skull). For the above definition the following are not covered: <ul style="list-style-type: none"> ● Tumours in the pituitary gland. ● Tumours originating from bone tissue. ● Angioma and cholesteatoma. 	Neurofibromatosis (von Recklinghausen's disease), haemangioma (von Hippel- Lindau disease)
Benign spinal cord tumour	A non-malignant tumour in the spinal canal or spinal cord, resulting in either of the following: <ul style="list-style-type: none"> ● permanent neurological deficit with persisting clinical symptoms or ● invasive surgery to remove the tumour. For the above definition, the following is not covered: <ul style="list-style-type: none"> ● Radiotherapy for any tumour. 	Neurofibromatosis, meningomyelocele, and syringomyelia.

Critical illness/ operation	Definition	Associated conditions
*Blindness – permanent and irreversible	Permanent and irreversible loss of sight to the extent that even when tested with the use of visual aids, vision is measured at 6/60 or worse in the better eye using a Snellen eye chart, or visual field is reduced to 20 degrees or less of an arc, as certified by an ophthalmologist.	Stroke or transient ischaemic attack. No lump sum benefit will be payable under the blindness critical illness in respect of an insured member or child who at any time prior to the date of entry into the policy has been registered blind
Cardiomyopathy – of specified severity	A definite diagnosis of cardiomyopathy by a Consultant Cardiologist. There must be clinical impairment of heart function resulting in the permanent loss of ability to perform physical activities to at least Class 3 of the New York Heart Association (NYHA) classification's of functional capacity [^] . For the cardiomyopathy definition, we do not cover: <ul style="list-style-type: none"> ● cardiomyopathy secondary to alcohol or drug abuse. ● any other form of heart disease, heart enlargement and myocarditis. [^] NYHA Class 3. Heart disease resulting in marked limitation of physical activities where less than ordinary activity causes fatigue, palpitation, breathlessness or chest pain.	Any disease or disorder of the heart, diabetes mellitus or any obstructive/occlusive arterial disease
*Coma – with associated permanent symptoms	A state of unconsciousness with no reaction to external stimuli or internal needs which: <ul style="list-style-type: none"> ● requires the use of life support systems for a continuous period of at least 96 hours; and ● with associated permanent neurological deficit with persisting clinical symptoms. For the above definition, the following is not covered: <ul style="list-style-type: none"> ● Medically induced coma, and ● coma secondary to alcohol or drug abuse. 	Self inflicted injury or misuse of drugs or alcohol
Coronary angioplasty – to 2 or more coronary arteries	The undergoing of balloon angioplasty, atherectomy, laser treatment or stent insertion on the advice of a Consultant Cardiologist to correct at least 70% narrowing or blockage of two or more coronary arteries as a single procedure.	Any disease or disorder of the heart, diabetes mellitus or any obstructive/occlusive arterial disease
*Deafness – permanent and irreversible	Permanent and irreversible loss of hearing to the extent that the loss is greater than 95 decibels across all frequencies in the better ear using a pure tone audiogram.	Acoustic nerve tumour, neurofibromatosis (von Recklinghausen's disease)
Encephalitis – resulting in permanent symptoms	A definite diagnosis of encephalitis by a Consultant Neurologist. There must be permanent neurological deficit with persisting clinical symptoms.	There are no associated conditions for encephalitis
*Heart valve replacement or repair	The undergoing of surgery including balloon valvuloplasty on the advice of a Consultant Cardiologist to replace or repair one or more heart valves.	Any disease or disorder of the heart, or any obstructive/occlusive arterial disease.

Critical illness/ operation	Definition	Associated conditions
<p>HIV infection – <i>caught from a blood transfusion, a physical assault or at work in an eligible occupation</i></p>	<p>Infection by Human Immunodeficiency Virus resulting from:</p> <ul style="list-style-type: none"> ● a blood transfusion given as part of medical treatment; ● a physical assault; or ● an incident occurring during the course of performing normal duties of employment from the eligible occupations listed below; <ul style="list-style-type: none"> – ambulance workers – chiropodists – dental nurses – dental surgeons – district nurses – fire brigade firefighters – general practitioners – hospital caterers – hospital cleaners – hospital doctors, surgeons and consultants – hospital laboratory technicians – hospital laundry workers – hospital nurses – hospital porters – midwives – nurses employed by general practitioners – occupational therapists – paramedics – physiotherapists – podiatrists – policemen and policewomen – prison officers – radiologists – refuse collectors – social workers <p>after the start of the policy and satisfying all of the following:</p> <ul style="list-style-type: none"> ● the incident must have been reported to appropriate authorities and have been investigated in accordance with the established procedures ● where HIV infection is caught through a physical assault or as a result of an incident occurring during the course of performing normal duties of employment, the incident must be supported by a negative HIV antibody test taken within 5 days of the incident ● there must be a further HIV test within 12 months confirming the presence of HIV or antibodies to the virus <p>For the above definition, the following is not covered:</p> <ul style="list-style-type: none"> ● HIV infection resulting from any other means, including sexual activity or drug abuse. 	<p>We will not pay a lump sum benefit for HIV infection to a member who, at any time before joining the scheme, has been infected with any Human Immunodeficiency Virus (HIV) or has demonstrated any antibodies to such virus.</p>

Critical illness/ operation	Definition	Associated conditions
Liver failure – <i>of advanced stage</i>	Liver failure due to cirrhosis and resulting in: <ul style="list-style-type: none"> ● permanent jaundice ● ascites, and ● encephalopathy <p>We do not cover liver disease secondary to alcohol or drug abuse.</p>	Chronic liver disease, including but not limited to hepatitis B & C, primary sclerosing cholangitis, and portal hypertension
*Loss of hand or foot – permanent physical severance	Permanent physical severance of hand or foot at or above the wrist or ankle joint.	Diabetes mellitus, peripheral vascular disease, bone and soft tissue cancer.
Loss of independent existence – permanent and irreversible	The permanent loss of the ability to perform routinely at least three of the following six tasks without the assistance of another person, even with the use of special devices or equipment. The tasks are: <ol style="list-style-type: none"> 1. Washing – the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means. 2. Getting dressed and undressed – the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances. 3. Feeding yourself – the ability to feed yourself when food has been prepared and made available. 4. Maintaining personal hygiene – the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function. 5. Getting between rooms – the ability to get from room to room on a level floor. 6. Getting in and out of bed – the ability to get out of bed into an upright chair or wheelchair and back again. 	Multiple sclerosis, muscular dystrophy, motor neurone disease, or any disease or disorder of the brain, spinal cord or column
*Loss of speech – <i>total, permanent and irreversible</i>	Total permanent and irreversible loss of the ability to speak as a result of physical injury or disease.	Stroke, transient ischaemic attack, motor neurone disease, brain or throat tumour, laryngeal polyps.
Open Heart Surgery – <i>with surgery to divide the breastbone</i>	The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a Consultant Cardiologist, to correct any structural abnormality of the heart.	Any disease or disorder of the heart, diabetes mellitus or any obstructive/occlusive arterial disease.
*Paralysis of limb – <i>total and irreversible</i>	Total and irreversible loss of muscle function to the whole of any limb.	Multiple sclerosis, muscular dystrophy, motor neurone disease or any disease or disorder of the brain, spinal cord or column

Critical illness/ operation	Definition	Associated conditions
Primary pulmonary arterial hypertension	<p>A definite diagnosis of pulmonary arterial hypertension of unknown cause. There must be clinical impairment of heart function resulting in the permanent loss of ability to perform physical activities to at least Class 3 of the New York Heart Association classification of functional capacity (marked limitation of physical activities where less than ordinary activity causes fatigue, palpitation, breathlessness or chest pain).</p> <p>The following is not covered:</p> <ul style="list-style-type: none"> ● Pulmonary hypertension secondary to any other known cause i.e. not primary 	Any disease or disorder of the heart, diabetes mellitus or any obstructive/occlusive arterial disease.
Pulmonary artery graft surgery	<p>The undergoing of surgery on the advice of a Consultant Cardiothoracic Surgeon for a disease of the pulmonary artery to excise and replace the diseased pulmonary artery with a graft.</p> <p>For the pulmonary artery graft surgery definition, we do not cover any other surgical procedure, for example endovascular repairs or the insertion of stents.</p>	Pulmonary valve stenosis, pulmonary atresia, truncus arteriosus, Fallot's tetralogy, patent ductus arteriosus
Respiratory failure – of advanced stage	<p>Advanced stage emphysema or other chronic lung disease, resulting in:</p> <ul style="list-style-type: none"> ● the need for regular oxygen treatment on a permanent basis; and ● the permanent impairment of lung function tests where Forced Vital Capacity (FVC) and Forced Expiratory Volume at 1 second (FEV1) are less than 50% of normal. 	Any disease or disorder of the respiratory system including the lungs, bronchi and trachea
Rheumatoid arthritis – chronic and severe	<p>A definite diagnosis of rheumatoid arthritis by a Consultant Rheumatologist:</p> <ul style="list-style-type: none"> ● there must be morning stiffness in the affected joints lasting for at least one hour ● there must be arthritis of at least three joint groups, with soft tissue swelling or fluid observed by a physician ● the arthritis must involve at least the: <ul style="list-style-type: none"> – wrists or ankles – hands and fingers, or – feet and toes ● there must be symmetrical arthritis ● there must be radiographic changes typical of rheumatoid arthritis. 	Inflammatory polyarthropathy
Systemic lupus erythematosus – with severe complications	<p>A definite diagnosis of systemic lupus erythematosus by a Consultant Rheumatologist resulting in either of the following:</p> <ul style="list-style-type: none"> ● permanent neurological deficit with persisting clinical symptoms; or ● the permanent impairment of kidney function tests as follows: <ul style="list-style-type: none"> – Glomerular Filtration Rate (GFR) below 30 ml/min. 	Hughes syndrome, rheumatoid arthritis, and Sjogren's syndrome

Critical illness/ operation	Definition	Associated conditions
Terminal illness	A definite diagnosis by the attending Consultant of an illness that satisfies both of the following: <ul style="list-style-type: none"> the illness either has no known cure or has progressed to the point where it cannot be cured; and in the opinion of the attending Consultant, the illness is expected to lead to death within the earlier of 12 months and the member's cease age. 	Any medical condition that is listed as a critical illness condition
*Third degree burns – covering 20% of the body's surface area or 30 percent loss of surface area to the face	Burns that involve damage or destruction of the skin to its full depth through to the underlying tissue and covering at least 20 percent of the body's surface area or 30 percent loss of surface area of the face which for the purposes of this definition includes the forehead and ears.	There are no associated conditions for third degree burns
*Traumatic brain injury – resulting in permanent symptoms	Death of brain tissue due to traumatic injury resulting in permanent neurological deficit with persisting clinical symptoms .	There are no associated conditions for traumatic head injury
Optional Cover		
Cancer Drugs Fund and/or total permanent disability on an "own occupation" basis, are not available as part of the Aviva Group Protection Online facility.		
Total permanent disability – <i>unable to do a suited occupation ever again</i>	<p>Loss of the physical or mental ability through an illness or injury to the extent that the employee is unable to do the material and substantial duties of a suited occupation ever again. The material and substantial duties are those that are normally required for, and/or form a significant and integral part of, the performance of a suited occupation that cannot reasonably be omitted or modified.</p> <p>A suited occupation means any work the employee could do for profit or pay taking into account their employment history, knowledge, transferable skills, training, education and experience, and is irrespective of location and availability.</p> <p>The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the employee expects to retire.</p> <p>For the above definition, disabilities for which the relevant specialists cannot give a clear prognosis are not covered.</p>	Multiple sclerosis, muscular dystrophy, motor neurone disease, or any disease or disorder of the brain, spinal cord or column. Arthritis. Chronic or recurrent mental illness. Chronic or recurrent back, neck, joint or muscle pain. Chronic or recurrent fatigue.

Your questions answered

1 How does the policy work?

- **We** need a minimum of three **employees** to be covered under a **policy**.
- The **policy** will pay a **lump sum benefit** to the **employee** if they (or their **child** covered by the **policy**):
 - is diagnosed with one of the **critical illnesses**, or
 - undergoes one of the **operations**

which the **policy** covers, and they survive for 14 days after the date of the diagnosis or **operation**.

- **You** decide:
 - the level of benefit (for example, annual **salary** x 5)
 - the type of cover (Standard or Extended)
 - whether or not to include total **permanent** disability benefit
- **You** pay the premium to **us**. This is usually treated as a company trading expense for tax purposes. For **your employees**, this is usually treated as a benefit in kind.
- **We** will not cancel the **policy** as a result of paying valid claims. If the **policy** is cancelled **we** will still pay valid claims for diagnoses that were made and **operations** that **members** or **children** underwent whilst the **policy** was in force.
- **You** make claims on behalf of the **member** or **child**, and **you** must give **us** the information that **we** need to be able to assess the claim.
- If a claim is valid, **we** will pay a **lump sum benefit** for a **critical illness** or **operation** to **your employee** provided it is to a UK bank account.
- All premiums and benefits will be in pounds sterling.

2 What factors should be considered in deciding what benefits to provide?

Aviva's Group Critical Illness policy has a number of options to help **you** create a **policy** that fits your business needs and the needs of your workforce.

2.1 Who can be covered?

Employees with a current UK, Channel Islands or Isle of Man contract of employment with an **employer** covered by the **policy** and who meet the **eligibility**.

Cover for **employees'** children is automatically included.

If **you** have any individuals on a zero-hour contract, **we** may be able to provide cover if;

- the definition of **earnings** takes account of the variation in **earnings**, and
- in the event of a claim for the purposes of the occupation assessment, it will be possible for **us** to establish the number of hours worked in the 12 months prior to **incapacity** in order to ascertain the average number of hours worked each week.

2.2 Can cover be provided for members who are not in the UK, Channel Islands or Isle of Man?

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

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

- they are working or residing in one of the listed **standard territories** or any additional locations detailed in **your policy schedule**; and
- the **employee** still has a UK, Channel Islands or Isle of Man registered 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 can ask **us** to cover individuals who are working or residing in a country outside of the **standard territories**. 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. Any additional locations will be detailed in **your** illustration or **policy schedule**

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

For any **overseas members** who do not pay UK taxes, no tax relief should be claimed in respect of premiums paid for those **members**.

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**.

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

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

2.3 What are the eligibility conditions?

You will have to decide the **eligibility** conditions. These can include:

- the minimum and maximum ages that **members** can join the **policy**. **We** allow membership for people who are 69 and younger (**we** will automatically cancel membership when a **member** reaches 70 years old). **Children** from date of birth up to the age of 18 years old (or 21st birthday if in full time education), will be automatically covered (**we** will no longer cover **children** when they reach 18 years old or 21 years if in full time education, or when the **employee** reaches 70 years old if this happens earlier).
- any service qualification period – for example stating that an **employee** must have worked for at least 6 months in order to qualify for the **policy**. Part-time **employees** and **employees** on fixed-term contracts can also be included on the **policy**.
- any categories of membership, for example ‘managers’, ‘office staff’, ‘sales teams’. If **employees** need to be members of a pension scheme in order to be **eligible** for the **policy**, **you** will need to specify the **eligibility** criteria for the pension scheme.
- when new **employees** can join the **policy** – for example at the **anniversary date** or as soon as they become **eligible**.
- when **members’** benefits can increase.

We will also need to agree:

- the levels of benefit. **We** allow a maximum **lump sum benefit** of the 5 x **employee’s salary**, up to a maximum of £500,000 per claim for an **employee**. **Children** can receive up to 25% of the **employee’s** benefit up to a maximum of £20,000).
- what definition of **salary** to use. **You** may need to take into account bonuses, commissions and overtime if they form part of **employees’** regular salaries.

Discretionary entrants

You may add **employees** to the **policy** at any time, however cover will not be backdated. Any **discretionary entrants** will be treated as a new joiner and will therefore be subject to a new **pre-existing conditions** exclusion.

TUPE transfers

You may add **members** to the **policy** at any time however cover will not be backdated. For any **TUPE** or other group employment transfer, **employees** will be treated as **members** switching cover from another insurer. Please refer to section 11 for our switch terms to see how these **members** would be treated.

2.4 When will cover stop for a member or child?

You choose the **policy cease age**, which can be **state pension age (SPA)** or any fixed age up to a maximum of 70.

If the **cease age** is currently either **SPA** or a fixed age lower than 70, and **you** want to include **members** beyond the current **cease age** up to a maximum age of 70, then the **cease age** has to increase for the whole **policy** or applicable membership category.

Cover will stop when the **policy** is cancelled, premiums are not paid within 30 days of the due date, or cover will stop for an **employee** when they;

- are no longer employed by **you**;
- are no longer **eligible** for the **policy**;
- reach the **cease age**; or
- die.
- **We** will cease to cover a **child** of an **employee**;
- if **we** pay a claim for them (see section 6.5 - Can another claim be made in the future);
- when they are no longer **eligible** for the **policy**;
- when they reach the **cease age** (for **children**, when they reach 18 years old (21 if in full time education);
- when the **employee** reaches the **cease age**.
- when they die; 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
- if the **employee** leaves the **policy**, for whatever reason.

2.5 What types of cover are available?

We have two levels of cover – Standard and Extended. The **policy schedule** will show the cover **you** have selected. **We** adhere to the Association of British Insurers (ABI) minimum standards for all critical illnesses that have been defined by them. These definitions are marked with an asterisk in the **critical illnesses** and **operations** table on page 5. Within the **critical illness** definitions there are four words or phrases that have very specific meanings. These are also defined by the ABI and are:

- **occupation**;
- **irreversible**;
- **permanent**; and
- **permanent neurological deficit with persisting clinical symptoms**.

2.6 What happens if someone is temporarily absent?

Where an **employee** is off work due to illness or injury, the cover for the **employee** (and if applicable the **employee's child**) continue 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, such as statutory absence (for example maternity, paternity, shared parental leave and adoption leave or Armed Forces Reserves call up), then cover may continue to be provided 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 **policy year**.

3 How is the policy set up?

3.1 What do we need to set up the policy?

If **you** have received an illustration, all the details are correct and nothing has changed, and **you** have answered any outstanding information in respect of caveats, then **we** can start cover if **you** ask **us** to in writing within three months of when the illustration was issued.

We will need, within 30 days of the start of the **policy**:

- a fully completed application form, together with any additional information that the form asks for, and
- the deposit premium and/or direct debit mandate returned

We will not backdate cover under any circumstances.

The **policy schedule**, along with our **policy** wording will form the basis of the cover.

In order to prepare an illustration, **we** will need to know **employees'**:

- genders;
- dates of birth;
- salaries and benefits;
- occupations; and
- work locations; or
- countries of residence if outside the UK, Channel Islands or Isle of Man;

together with previous policy and claims history (if **you** have had a policy insured before). Any additional information will be requested if required.

3.2 Does any evidence of health have to be provided before members are covered?

We do not need any evidence of health about the **members** or **children** before the **policy** begins. If **you** need to make a claim, **we** will investigate whether or not:

- the illness;
- a **related** illness; or
- an **associated condition**;

existed before the **policy** started, and then assess the claim.

3.3 What happens if a claim arises before an underwriting decision has been made?

As **we** do not medically underwrite **members**, everyone who is **eligible** is covered once the **policy** begins.

4 What premiums will be charged for the cover?

We calculate the premium rate(s) using a number of different factors. These include, but are not limited to, the:

- level of benefits insured (for example **salary** x 5);
- level of cover that **you** choose (for example Standard or Extended, or total **permanent** disability);
- **cease age**;
- **eligibility** and entry;
- age and gender of the **members**;
- occupations of **employees** and the location(s) where they are based; and
- claims history (if **you** have had a policy insured before).

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

4.1 How will premiums be calculated?

Policies with between 3 and 19 members: Single Premium Rate Basis

Premiums will be calculated for each **member** using our current premium rates. These underlying rates are guaranteed for three years. **We** will calculate premiums each year, and the rates are dependant upon the age and gender of the **members** at the **anniversary date**. Premium rates generally increase with age.

We also need to know the amount of benefit needed for each **member** at the **anniversary date**.

Policies with 20 members or more: Unit Rate Basis

Premiums will be calculated based on a unit rate, and shown per £1,000 of benefit.

The premium is calculated based upon the total benefits for **members** at the **start date** or **anniversary date**.

If the number of **members** in an existing policy falls below 20, the **policy** may be costed on a single premium rate basis.

4.2 Will there be any unexpected extra premiums?

We usually guarantee the rate(s) for three years after the start of the **policy**.

Terms and conditions

We can change the rates, any other term or condition of the **policy**, or cancel cover from the **start date** if:

- the total sum insured changes by 25% (50% for **policies** with 19 or fewer **employees**) or more;
- the number of **members** who are covered falls below 3 (if this happens **we** reserve the right to cancel the **policy**);
- any further information **you** give **us** affects the terms offered by **us**;
- there is a change to the (or any new) legislation, regulation or taxation affecting the **policy**;
- there is a change to the:
 - benefit basis
 - **eligibility**
 - nature of business, or
 - companies included within the **policy**; or
- the premium or application form requirements are not met (if the application form and premium requirements are not met within 30 days of the **start date**, **we** reserve the right to cancel the contract from the **start date** – this means that the **policy** will never have existed and **members** and **children** will have no cover).

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

4.3 What commission is included within the premium?

Commission payments to **your** intermediary are a percentage of the premium. The **policy** illustration will show the rate of commission **we** pay on **your policy**.

In addition to any commission, the premium could also reflect the fact that our staff are salaried and may receive an annual bonus based upon the overall performance of the Aviva Group. Some members of staff may also receive an additional bonus a proportion of which relates to their sales performance.

4.4 Is there a discount for good claims experience?

Claims experience is a factor in assessing a unit rate and premium for a **policy**, and therefore a good claims history will usually be reflected in the rate and premiums charged.

5 How does the policy accounting work?

The **policy** runs on one year accounting periods. The premium must be paid in advance monthly, quarterly, half yearly or annually by direct debit, or any other method agreed with **us**.

5.1 What information is needed for accounting purposes?

For both **single premium** and **unit rated** policies a list of all **members** will be required at each **anniversary date** showing their:

- name;
- gender;
- date of birth;
- **salary** or benefit;
- **policy** category (if more than one is covered);
- dates of joining for any new **members**;
- date of leaving for any **members** who have left the **scheme** or are leaving the **scheme**; and
- any other relevant information such as **members** who are located **overseas**.

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 for this up to 90 days after the **anniversary date**. If the information needed is 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 How are accounts adjusted for members who join, leave or have benefit rises during the year?

Single premium rate policies

We will calculate a premium adjustment to make sure that **we** charge the correct premium for the amount and length of the cover that **we** actually provide.

Any premium adjustment for people who join, leave or have changes in benefit will be payable at the end of the **policy year**. The premium adjustment will be from the relevant date to the next **anniversary date**. Where the period is not a complete year, the premiums will be adjusted accordingly.

Unit rate policies

We will calculate a premium adjustment based on the average sum insured for all **members** of the **policy** during the previous year. What this means is that **salary** and staff changes are treated as if they happened midway through the **policy year**.

Any premium adjustment for **members** who join, leave or have changes in benefit will be payable at the end of the **policy year**.

6 How are claims made?

If **you** need to make a claim, **you** must inform **us** on behalf of the **member** or **child** within 3 months of the date that the **critical illness** is diagnosed or the **member** or **child** undergoes the **operation** or as soon as reasonably practicable. If **we** are not informed within three months of first diagnosis we will not pay the **lump sum benefit** where any evidence required is no longer

available due to the lapse of time, in particular (but without being limited to) where an independent medical assessment does not provide substantive evidence to support the claim. Where notice is provided to **us** after three months of first diagnosis the **lump sum benefit** will only be payable at **our** discretion.

6.1 How are claims submitted?

You can submit a claim by telephoning **us** on 0800 015 7523 or emailing **us** at groupecclaims@aviva.com **We** will then advise **you** what will happen next and what information **we** require.

6.2 When is a claim paid?

In order to make a claim, an **employee** (or their **child**) covered by the **policy** must have:

- been diagnosed with a **critical illness**; or
- undergone one of the **operations**;

which the **policy** covers, and have survived for 14 days after the date of the diagnosis or **operation**.

6.3 What might be needed to assess a claim?

Once **we** have received the information **we** require:

- **we** will assess the claim to see if the medical evidence confirms that the **member** or **child** has suffered a **critical illness** or undergone one of the **operations** that the **policy** covers.
- if **we** need more medical information **we** will ask for it. If **we** ask for any other medical information that comes from the UK (for example a medical report), **we** will pay for it. In some circumstances **we** may ask for an independent medical examination.

Depending on whom the claim is for, and what the claim is for, **we** may need to see birth or adoption certificates. If **we** need any more information, **we** will contact the people that **we** need to in order to get it (provided that **we** have the appropriate consent to do this).

We cannot pay a claim if **we** are not able to get the information that **we** need to assess the claim.

6.4 To whom can payments be made?

If we accept a claim **we** will pay a **lump sum benefit** for a **critical illness** or **operation** to **your employee** provided it is to a UK, Channel Island or Isle of Man bank account.

6.5 Can another claim be made in the future?

- **We** will not pay a second claim for an individual **child** of an **employee**. **We** will cancel their cover when **we** pay a claim for them.
- If an **employee** has been paid a **lump sum benefit** by **your policy** and then suffers another **critical illness** or undergoes a further **operation** covered by the **policy**, **we** may pay a **lump sum benefit** subject to the exclusions details in section 8.

- **We** will not pay a **lump sum benefit** for any **critical illnesses** or **operation** covered by this **policy** if the **member** has previously claimed for
 - total **permanent** disability;
 - paralysis of limb;
 - loss of independent existence, or
 - terminal illness;

and that claim was paid even if the first payment was from a previous insurer of **your policy**. **We** would cancel cover for the **employee** and any **child** covered by the **policy** once a **lump sum benefit** has been paid in respect of the **employee** for any of these **critical illnesses**.

- **We** will not pay a **lump sum benefit** for
 - total **permanent** disability; or
 - paralysis of limb; or
 - loss of independent existence, or
 - terminal illness;

if the **employee** has previously received a **lump sum benefit** for any other **critical illness** or **operation**.

If **you** have any questions about making a claim, **you** can email groupecclaims@aviva.com, telephone 0800 015 7523 or write to **us** at:

Aviva Group Protection
PO Box 3240
Norwich
Norfolk
NR1 3ZF

7 When will the policy be cancelled?

The **policy** will be cancelled if **you** do not pay the premium within 30 days of when it is due.

We will also reserve the right to cancel the **policy** if **you** do not give **us** the information and documentation that **we** need to administer the **policy** or if the **policy** drops below 3 lives.

Subject to **our** reasonable requirements, **we** may reinstate cover if the premium is subsequently paid within a reasonable period.

There is no cooling off period, but **you** may cancel the **policy** at any time. **We** will not backdate any cancellation. Cover for all benefits under the **policy** will stop on the agreed date, and a premium will be due for the time on risk.

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.

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** 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.

7.1 Does the policy have a surrender value?

There is no surrender value if the **policy** is cancelled and **we** will not backdate cancellations.

7.2 If the policy is cancelled during the policy year (not at anniversary date) will you refund any premiums paid in advance?

Yes. **We** will produce a final account based on the cover **we** provided up to the date when **you** cancelled the **policy** and the appropriate refund will be paid.

7.3 What happens if the policy is cancelled before a claim is paid?

If the **policy** is cancelled, **we** will continue to assess claims for **critical illnesses** that were diagnosed and **operations** that took place whilst the **policy** was in force. If a **member** or **child's** date of diagnosis is after the **policy** was cancelled, **we** will not be liable to pay the claim.

8 What is not covered?

8.1 Pre-existing conditions

See section 1 and the definition of Cancer – second and subsequent for an explanation of how this exclusion applies to that benefit.

A claim for each critical illness and each operation covered by the **scheme** will only be paid once in respect of each **member** or **child**. The insurer who insured the **scheme** at the time the claim conditions for the critical illness or operation were first met should consider the claim.

We will not pay a **lump sum benefit** for a **member** or a **child** who has a **critical illness** or **operation** if that same **critical illness** or **operation**:

- was **pre-existing** at any time prior to the date their cover commenced under the **scheme** and;
- has previously met the conditions for a valid claim for that **member** or **child** under the **scheme**.

In addition, **we** will not pay the amount of any increase in **lump sum benefit** (except increases which are in-line with standard company pay awards which are limited to a maximum of 7% per **policy year**) if the **member** or **child** has a valid claim for a

critical illness or **operation** which was **pre-existing** at any time prior to the date of each increase. **We** will still consider the claim for the pre-increase amount.

For example, if a **lump sum benefit** is paid for a lung transplant **we** would not be able to consider a subsequent claim for kidney transplant for the same **member** or **child**.

8.2 Related conditions

This exclusion does not apply to claims for Cancer – second and subsequent.

We will not pay a **lump sum benefit** for a **member** or a **child** who has a **critical illness** or **operation** that is **related** to:

- any critical illness or operation defined in section 1 (whether covered by the policy or not) and which was **pre-existing** at any time prior to the date their cover commenced under the **scheme**, and;
- a critical illness or operation that has previously met the conditions for a valid claim for a **member** or **child** under the **scheme**.

In addition, **we** will not pay the amount of any increase in **lump sum benefit** (except increases which are in-line with standard company pay awards which are limited to a maximum of 7% per **policy year**) if the **member** or **child** has a valid claim for a **critical illness** or **operation** which is **related** to a **critical illness** or **operation** defined in the **policy** (whether covered by the policy or not) at any time prior to the date of each increase. **We** will still consider the claim for the pre-increase amount.

Please be aware that for this **policy** the following **critical illnesses** and **operations** are **related**:

- Aorta graft surgery
- Cardiac arrest
- Cardiomyopathy
- Coronary angioplasty
- Coronary artery by-pass graft
- Heart attack
- Heart transplant
- Heart valve replacement or repair
- Primary pulmonary arterial hypertension
- Open heart surgery
- Pulmonary artery graft surgery
- Stroke

For example, if the **member** or **child** experienced kidney failure before their cover started, **we** would not pay a claim if that same **member** or **child** has a kidney transplant in the future. Also, if the **employee** had a **lump sum benefit** paid for a heart attack, **we** would not pay a claim if they suffered a stroke in the future.

8.3 Associated conditions

We will not pay a **lump sum benefit** for a **member** or a **child** who has a **critical illness** or **operation** if they had an **associated condition** at any time prior to:

- the date their cover commenced under the **scheme** and;
- the most recent date (prior to the current claim) that they met the conditions for a valid claim for a **critical illness** or **operation** under the **scheme**.

In addition, **we** will not pay the amount of any increase in **lump sum benefit** (except increases which are in-line with standard company pay awards which are limited to a maximum of 7% per **policy year**) if the **member** or **child** has a valid claim for a **critical illness** or **operation** but had an **associated condition** at any time prior to the date of each increase. **We** will still consider the claim for the pre-increase amount.

This exclusion will apply indefinitely in respect of claims for:

- total **permanent** disability; and
- loss of independent existence – **permanent** and **irreversible**; and
- paralysis of limb – total and **irreversible**.

For all other **critical illnesses** and **operations**, the exclusion will no longer apply if the **member** or **child** does not have a valid claim for that **critical illness** or **operation** within the first two years of the date they joined **your scheme**. For increases in **lump sum benefit** the exclusion will no longer apply to the increase in cover if the **member** or **child** does not have a valid claim for that **critical illness** or **operation** within the first two years of the date of each increase.

For example, if the **member** or **child** experienced reduced hearing and vision after their cover started but before an increase to their **lump sum benefit** and they make a claim within two years of the increase for a brain tumour, **we** will cap benefit at the pre-increase level of **lump sum benefit** if the symptoms of reduced hearing or vision are considered to be an **associated condition**.

8.4 Exclusions for children

We will not pay a **lump sum benefit** for a **child** if symptoms first arose, the underlying condition was first diagnosed, or the member received counselling or medical advice in relation to the condition:

- before the **member** joined the scheme; and
- before the **member's** legal adoption or legal guardianship of the child; and
- if the **critical illness** or **operation** was brought about by intentional harm inflicted on the **child** by the **member**

We will not pay a **lump sum benefit** for a **child** for:

- total permanent disability.

8.5 Terminal illness

We will not pay a **lump sum benefit** for terminal illness if the **member** or **child** died before **you** notified **us** of a claim

8.6 Self-inflicted injury

We will not pay a claim if the **critical illness** or **operation** is a direct or indirect result of a self-inflicted injury.

9 What are the tax considerations?

All references to taxation are based on **our** understanding of current tax law and practices. Tax law and practices could change in the future. **You** should get professional advice from **your** own tax advisers.

9.1 What are the tax considerations for payment of premiums?

You normally pays the whole premium for the **policy**. In this situation HMRC will generally agree to this being allowed as a trading expense and can be offset against Corporation Tax. The **employer** is liable for Class 1A National Insurance Contributions on the premiums.

The premiums are a 'benefit in kind' for the **members** and are taxed under the PAYE system. HMRC does not normally grant tax relief on premiums paid for any **employees** with a proprietary interest in the company. However, they may sometimes grant tax relief provided that a substantial number of other **employees** are entitled to similar benefits.

Equity Partners

Each Equity Partner pays for their own cover, although Aviva will collect the premium from the **employer**. There is no tax relief on the premium paid.

9.2 What are the tax considerations for payment of benefits?

Under current tax rules **lump sum benefits** to an **employee** are not taxable.

10 Continuation option

There is no continuation option available for **members** or **children** who are no longer **eligible** for **your policy**.

11 Transferring underwriting from another insurer

Although **we** do not medically underwrite **members**, **we** will need the full underwriting details for anyone who was underwritten by **your** previous insurer.

If **your** policy transfers to Aviva and:

- there is an increase in benefit compared to the previous insurer; the **pre-existing conditions** exclusion will apply to the increase in benefit from the date cover started with Aviva.
- there is a **critical illness** or **operation** on the Aviva **policy** that was not previously covered by the policy; the **pre-existing conditions** exclusion will apply to that condition from the date cover started with Aviva.
- there is a **pre-existing conditions** exclusion with the current insurer, for benefits and conditions that are the same on both policies; the **pre-existing conditions** exclusion will apply from the date(s) the previous insurer had applied.
- there is a benefit underwritten and accepted with a medical exclusion; **we** will continue to apply that exclusion and the **pre-existing conditions** exclusion will not apply to that benefit.
- there is a benefit underwritten and accepted with no special terms ie. ordinary rates; **we** will not apply the **pre-existing conditions** exclusion.
- there is a benefit underwritten and a loading has been applied; **we** will not apply the **pre-existing conditions** exclusion, and **we** will not apply a loading (even if the previous insurer did apply a loading).
- there is a benefit underwritten and benefits have been restricted or declined; **we** remove the restriction and cover the **member** for their full benefit entitlement, subject to a new **pre-existing conditions** exclusion to the increase in cover.

12 Further information

Please contact **your** usual Financial Adviser or call **us** on 0800 0513472.

Third Party Rights

Only **we** and **you** will have any rights under these **policies**. Any person or persons who are not a party to these **policies** 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 rescission.

Except in the event of a disputed claim where the **member** may, either in conjunction with (unless **you** inform us otherwise in advance) or instead of the **you**, enforce such claim to the extent that **you** may enforce it (including the pursuit of a complaint to the Financial Ombudsman Service (FOS) if within FOS jurisdiction).

It is **your** legal responsibility 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 **you** to inform **members**.

Compensation

The Financial Services Compensation Scheme (FSCS) may cover **your policy**. It will 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 or telephone 0800 678 1100.

Currency and jurisdiction

All payments made to or by **us** under this **policy** will be made in pounds sterling.

We and **you** have a free choice of law that can apply to a contract. **We** propose to choose the law of England and Wales and by entering in to this contract the **you** agree that the Law of England and Wales applies.

Insurer

The Group Critical Illness Insurance Policies are underwritten by Aviva Life and Pensions UK Limited.

The Head Office of Aviva Life and Pensions UK Limited is Wellington Row, York, YO90 1WR, United Kingdom. Aviva Life and Pensions UK Limited is a wholly owned subsidiary of Aviva plc.

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
PO Box 3240
Norwich
Norfolk
NR1 3ZF

Telephone: 0800 1582714
E-mail: 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 023 4567
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.

Data Protection

Aviva Life and Pensions UK Limited is the **data controller** responsible for processing any personal information **you** provide **us**.

As the policyholder our understanding is that **you** are not required to obtain individual consent from **employees** before providing **us** with any **personal data we** require to set up, administer and assess any claims under the **policy**. However **you** will need to ensure that **you** comply with **data protection law** and regulation and ensure that the appropriate information has been provided to **data subjects** to explain how the information will be processed and shared. If **we** need to obtain **personal data** from anyone covered under the **policy**, **we** will contact them and if necessary obtain their consent before collecting and using their information.

We will record and store any information provided to **us** accurately and securely.

Details of **our** full Privacy Policy is available at www.aviva.co.uk/privacypolicy or **you** can request a copy by contacting **us** at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD. If **you** have any questions about how **we** use personal information, please contact our Data Protection Officer by writing to them at Data Protection Officer, Aviva, Level 4, Pitheavlis, Perth, PH2 0NH.

Solvency and Financial Condition Report

Every year **we** publish a Solvency and Financial Condition report which provides information about **our** performance, governance, risk profile, solvency and capital management. This report is available for **you** to read on **our** website at www.aviva.com/investors/regulatory-returns/.

Paper, braille, large font and audio material

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- 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 the back page of this document.

Calls may be recorded/monitored for our joint protection.

Definitions

Anniversary date

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

Associated conditions

Any symptom, condition, illness, injury, disease or treatment which is either;

- recognised by reasonable **specialist** medical opinion to be **related** to the occurrence of a **critical illness or operation**, or
- is listed in the “associated conditions” column of the critical illness/operation table which begins on page 5.

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 can't exceed midnight on the day before a **member's** 70th birthday.

Child/Children

Any **employee's child** from date of birth to the age of 18 years (or 21 years old if in full time education). (This includes adopted **children** and step-children.)

Childcover benefit

These are additional **child** specific **critical illness(es)** that are only covered in respect of a **child**.

Commissioning body

- NHS England Clinical Commissioning Groups
- NHS Scotland Health Boards
- NHS Wales Health Boards
- Northern Irish Health and Social Care Board

Critical illness(es)

An illness covered by this **policy**. The **policy schedule** will show whether **you** chose Standard or Extended and whether Total **Permanent** Disability cover is included.

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

An **employee**:

- who is not an **eligible member** but who **you** wish to include in the **policy**.
- who is an **eligible member** but who **you** want covered from a different date to their normal inclusion date.

Where membership of this **policy** is linked to membership of 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 automatic 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**.

Employee(s)

A person employed by **you** (or other participating **employer**) or an equity partner, who is covered under the **policy**.

Employer

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

Irreversible

Cannot be reasonably improved upon by medical treatment and/or surgical procedures used by the National Health Service in the UK at the time of the claim.

Lump sum benefit

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

Member

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

Occupation

A trade, profession or type of work undertaken for profit or pay. It is not a specific job with any particular employer and is independent of location and availability.

Operation(s)

An operation covered by this **policy**. The **policy schedule** will show whether **the policyholder** chose Standard or Extended cover.

Overseas

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

Permanent

Expected to last throughout the **member's** life, irrespective of when the cover ends or the **member** retires.

Permanent neurological deficit with persisting clinical symptoms

Symptoms of dysfunction in the nervous system that are present on clinical examination and expected to last throughout the **member's** life. Symptoms that are covered include numbness, hyperaesthesia (increased sensitivity), paralysis, localised weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty in swallowing), visual impairment, difficulty in walking, lack of coordination, tremor, seizures, lethargy, dementia, delirium and coma. The following are not covered:

- an abnormality seen on brain or other scans without definite **related** clinical symptoms
- neurological signs occurring without symptomatic abnormality, eg brisk reflexes without other symptoms
- symptoms of psychological or psychiatric origin.

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 critical illness 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 policyholder as stated in the **policy schedule**.

Policy schedule

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

Policy year

The period between:

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

Pre-existing condition

A **critical illness** is pre-existing if the **member** or **child** had:

- received medication, advice, treatment or diagnostic tests or; experienced symptoms of the **critical illness** whether the **critical illness** was diagnosed or not.

An **operation** is pre-existing if the **member** or **child** had:

- received medication, advice, treatment or diagnostic tests for the condition that led to the operation or;

- experienced symptoms of the condition that led to the operation whether the need for the operation was known or not.

Rate guarantee date

The date until which rates and terms and are guaranteed to apply, as shown in the **policy schedule**.

Related

Critical illnesses and **operations** are related if it is recognised by reasonable **specialist** medical opinion, that one is a result of the other or if each is a result of the same disease, illness or injury.

Salary

If salary is used as a basis for benefit under this **policy**, the definition is in the **policy schedule**.

Scheme

Your group critical illness policy whether held by **us** or a previous insurer.

Specialist

A registered medical practitioner who:

- has at any time held and is not precluded from holding a substantive consultant appointment in an NHS hospital; or
- holds a Certificate of Higher Specialist Training issued by the Higher Specialist Training Committee of the relevant Royal College or faculty; or
- is included in the Specialist Register kept by the General Medical Council;

and who is recognised by **us** to provide the treatment the **member** or **child** needs for their condition.

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 pensionable 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.

TUPE

Transfer of Undertaking (Protection of Employment) Regulations 2006.

We/our/us

Aviva Life & Pensions UK Limited.

You/your

The current policyholder of the **policy** as stated in the **policy schedule**.

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