

Excepted Group Life Insurance

Policy Terms and Conditions

Group Protection

 AVIVA

Welcome to Aviva

We're Aviva Life & Pensions UK Limited (Aviva for short). We specialise in insurance in the UK that helps people experiencing tough times in life – such as life insurance, critical illness and income protection cover.

Information about our business, performance and financial position, and details on how we control our business and manage risks can be found in our Solvency and Financial Condition Report (SFCR) available on our website **protection.aviva.com**.

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Section A

Interpretation

1. Interpretation

1.1 In this Policy Terms and Conditions:

- a) save where the context otherwise requires, a reference to a statute or statutory provision shall include a reference:
 - i. to that statute or provision as from time to time consolidated, modified, re-enacted or replaced by any statute or statutory provision, and
 - ii. any subordinate legislation made under the relevant statute
- b) unless otherwise specified, references to Clauses are clauses of this Policy
- c) references to a party, where appropriate, shall include the contracting party or its successors in title from time to time
- d) references to any of the masculine, the feminine and the neuter shall include the other genders
- e) references to the singular shall include the plural, and vice versa, and
- f) the words **'include'**, **'includes'** and **'including'** shall be construed as if they're followed by the words **'without limitation'**.

1.2 The following terms used in this Policy are defined and where used shall have the meaning set out below:

Accounting Period	the period of time from one Data Refresh Date to the next. We use the data provided by You on the Data Refresh Dates to calculate the Premium for the Accounting Period
Actively At Work	in relation to an individual, an individual who: <ol style="list-style-type: none">(a) is either actively performing their normal occupation or is taking leave (other than sick leave) that has been authorised by their Employer(b) is working the normal number of hours required by their contract with their Employer or terms of engagement, either at their normal place of work, a location as agreed with their Employer or at a location to which they're required to travel for business(c) is mentally and physically capable of performing all the duties normally associated with their job, and(d) isn't acting against medical advice in meeting any requirements of (a) to (c)
Adviser	a firm regulated by the Financial Conduct Authority (or other recognised professional body) who acts on behalf of You
Age Specific Rate Table	a table of rates used to calculate the Premium which vary by age as detailed in Your Policy Schedule
Automatic Acceptance Limit	the maximum level of Benefit specified in the Policy Schedule which will be provided in respect of a Member without the need to undergo an Individual Assessment provided they've joined the Scheme when first eligible to do so
Benefit	the lump sum Benefit payable in the event of the death of a Member
Business Day	a calendar day other than a Saturday, Sunday or other statutory holiday in England
Commission Rate	the amount of commission payable to Your Adviser as set out in the Policy Schedule
Data Refresh	the provision of data in accordance with Clause 2.5

Data Refresh Date	the dates on which You'll give Us the data We require to calculate the Premium
Data Refresh Frequency	the agreed frequency at which You'll give Us the data We require to calculate the Premium
Date Cover Ceases	the date You've agreed with Us being the date at which a Member ceases to be eligible for cover under this Policy as stated in the Policy Schedule
Deposit Premium	a sum calculated by Us which is an estimate of the Premium for the current Accounting Period based on information provided by You, the Premium Rates and any other relevant matters which is payable at the beginning of each Accounting Period in circumstances where the Premium is paid by bank transfer
Discretionary Entrant	a Relevant Individual who doesn't satisfy all of the Eligibility Conditions, or is being offered a different basis of cover to the majority of the rest of the Scheme Membership, but is included as a Member following agreement by You and confirmed by Us in accordance with Clause 6.1. any individual requiring cover once they've reached the Date Cover Ceases will be treated as a Discretionary Entrant
Effective Date	the date from which the Premium Rates and the Policy Terms and Conditions apply
Eligibility Conditions	the conditions that a Relevant Individual must satisfy in order to be a Member of the Scheme, as stated in the Policy Schedule
Employer	an Employer listed in the Policy Schedule, whether it's the Principal Employer or a Participating Employer. Employers must be organisations registered in the United Kingdom with Companies House or a similar body
Event	<p>one originating cause, event or occurrence or a series of related originating causes, events or occurrences, resulting in the death of more than one Member, irrespective of the period of time or area over which such originating causes, events or occurrences take place and irrespective of the period of time over which such deaths occur. Originating causes, events and occurrences include, but won't be limited to:</p> <ul style="list-style-type: none"> ● war (whether declared or not) ● terrorist activities ● earthquakes ● windstorm ● flood ● sudden release of atomic energy or nuclear radiation ● radioactive contamination (whether controlled or uncontrolled) ● biological or chemical substances ● pandemic illnesses. <p>In respect of terrorist activities, a series of events will be considered to be related where, on the balance of probability, they result from persons acting in concert or in accordance with a plan or design. We shall be the sole judge as to what constitutes an Event</p>
Flexible Benefits Rules	where applicable, outline the rules and requirements governing the particular flexible benefit Scheme
Flexible Benefits Scheme Type	is the basis on which the Scheme is arranged, as stated in the Policy Schedule
HMRC	HM Revenue & Customs
Individual Assessment	an assessment carried out by Us consisting of medical and other lifestyle questions via a secure website, requests for further medical tests and where necessary information from the individual's professional medical advisers

Late Entrant	<p>where Eligibility Conditions are linked to membership of a workplace pension scheme, a Relevant Individual who either:</p> <p>(a) joins the workplace pension scheme 12 months or more after first being eligible and whose Benefit is above £250,000</p> <p>(b) was absent due to ill health on the date they joined the workplace pension scheme</p> <ul style="list-style-type: none"> ● in Schemes with up to 50 Members, for one week or longer ● in Schemes with between 51 and 500 Members, for four consecutive weeks or longer, or ● in Schemes with 501 or more Members, for 12 consecutive weeks or longer, or <p>(c) changes their employee pension scheme contribution 12 months or more after first being able to do so and as a result has an increase in Benefit and whose Benefit is above £250,000.</p> <p>Any such Employee won't have the cover being sought under this Policy until it's confirmed by Us in accordance with Clause 6.9</p>
Member	a Relevant Individual who's a Member of the Scheme
Minimum Membership Number	three Members
Parent Company	the legal entity that owns or controls Aviva Life & Pensions UK Limited as defined by the laws applicable to the jurisdiction within which the legal entity resides
Participating Employer	an Employer stated as such in the Policy Schedule
Policy	this document and the Policy Schedule
Policy Anniversary Date	the date stated as such in the Policy Schedule
Policy Schedule	at any given date, the latest Policy Schedule which We've posted in the Policyholder area on Our secure website or otherwise issued to You
Policy Start Date	the Policy Start Date stated in the Policy Schedule. This is the date when the insurance cover starts
Policy Terms and Conditions Reference	the reference to the version of the Policy Terms and Conditions that should be read in conjunction with the Policy Schedule
Policyholder	the legal owner of the Policy, as stated in the Policy Schedule
Premium	the sums payable by or for You pursuant to Clause 2
Premium Payment Frequency	the frequency stated in the Policy Schedule with which Premium will be paid by You
Premium Rates	Either the Age Specific Rate Table or the Unit Rate, whichever is set out in the Policy Schedule
Principal Employer	the Participating Employer who arranged this insurance contract
Quotation	the Quotation provided to You by Us prior to the Policy Start Date on the basis of detailed information submitted by You and confirmed by Us in Our standard application form
Rate Review	the process whereby We review Our Premium Rates and Policy Terms and Conditions
Rate Review Date	the date We review Our Premium Rates and Policy Terms and Conditions as stated in the Policy Schedule

Relevant Individual	<p>an individual who's:</p> <ul style="list-style-type: none"> (a) gainfully employed either permanently or for a fixed term by an Employer as evidenced by a United Kingdom contract of employment (b) actively engaged in the business of an Employer in the capacity of an equity partner, member of a limited liability partnership or similar (c) a director or other officer of an Employer (d) is engaged in the business of the Employer under a United Kingdom contract for services, or (e) where We've agreed to include such an individual, a worker engaged through a Zero Hours Contract
Scheme	<p>the arrangement under which the Employer promises to pay Benefit in the event of the death of the Member</p>
Scheme Rules	<p>the current rules of the Scheme at any given time</p>
Single Group Policy	<p>where We issue separate policies to a number of different entities that form all or part of the same group for corporation tax purposes, or where a number of trusts comprise a Scheme</p>
State Pension Age	<p>the earliest age at which an individual can claim their State Pension</p>
Temporary Cover	<p>shall have the meaning provided in Clause 6.5 of these Policy Terms and Conditions</p>
Unit Rate	<p>the rate that's used to calculate the Premium which is the same for all ages as detailed in Your Policy Schedule</p>
United Kingdom	<p>the United Kingdom consisting of England, Wales, Scotland and Northern Ireland</p>
Voluntary Benefits Rules	<p>where applicable, outline the rules and requirements governing the particular voluntary benefits Scheme</p>
We, Us and Our	<p>Aviva Life & Pensions UK Limited</p>
You and Your	<p>either the Employer(s) or the trustees for the time being of the Scheme or Schemes as provide in the application form and identified in the Policy Schedule, and</p>
Zero Hours Contract	<p>a contract between You and a worker whereby You're not obliged to provide the individual with any minimum working hours and the individual isn't obliged to accept any of the hours offered.</p>

Section B

Premium

2. Calculation and payment of Premium

2.1 If You pay the Premium, under the terms of this Policy We agree to insure You against Your responsibility to pay a Benefit for the Member as shown in the Policy Schedule.

2.2 We'll calculate the Premium in respect of each Accounting Period on the basis of the information You provide to Us and the Premium Rates.

2.3 We'll ask You for a list of all Members as at the Policy Start Date and You must provide Us with this information within 14 days of Our request. The list should contain in respect of each Member the following details:

- a) name
- b) National Insurance number or unique identifier (whichever We've agreed with You will be provided)
- c) sex
- d) date of birth
- e) Scheme salary and, if requested by Us, Benefit amount
- f) normal working location (postcode if in the United Kingdom or country if outside the United Kingdom)
- g) email address for Members who require Individual Assessment
- h) where it has been agreed that they'll have cover, details of any Members who are to be covered following early retirement
- i) where it has been agreed that they'll have cover, details of any Members who are to be covered following redundancy
- j) where it has been agreed that they'll have cover, copies of terms of acceptance by the previous insurers of any Members who are working past the age on which cover under this Policy ceases, and
- k) copies of the terms of acceptance for any Members who have been individually assessed by the previous insurer.

You must ensure that the data You give Us accurately reflects any salary basis or limitations (including increases to salary and Benefit provided during periods of temporary absence) that You've agreed with Us or apply to Your Scheme. The duty of fair presentation of risk applies to the provision of the data to Us.

2.4 If We don't receive complete data within 14 days of Our request We'll request payment based on the estimated annual premium in the Quotation. For annual payment policies that pay Premiums by bank transfer We'll issue an invoice for the estimated annual premium and payment must be made within 14 days. For annual payment policies that pay Premiums by direct debit, We'll request a payment for the estimated annual premium.

For quarterly payment policies that pay Premiums by direct debit We'll request a payment for 25% of the estimated annual premium.

For monthly payment policies that pay Premiums by direct debit We'll request a payment for 1/12th of the estimated annual premium.

2.5 On each Data Refresh Date You must provide to Us the following:

- a) a list of all Members as at the Data Refresh Date. The list should include in respect of each Member the following details:
 - i. name
 - ii. National Insurance number or unique identifier (whichever We've agreed with You will be provided)
 - iii. sex
 - iv. date of birth
 - v. Scheme salary and, if requested by Us, Benefit amount
 - vi. normal working location (postcode if in the United Kingdom or country if outside the United Kingdom), and
 - vii. the dates on which individuals who've become Members since the last Data Refresh Date joined the Scheme.
- b) the date on which any individual ceased to be a Member
- c) where it's stated in the Policy Schedule that cover will be provided for Members following early retirement, details of any such Members
- d) where it's stated in the Policy Schedule that cover will be provided for Members following redundancy, details of any such Members
- e) where it's stated in the Policy Schedule that cover will be provided for Members who work past the age on which cover under this Policy ceases, details of any such Members.

You must ensure that the data You give Us accurately reflects any salary basis or limitations (including increases to salary and Benefit provided during periods of temporary absence) that You've agreed with Us or apply to Your Scheme. The duty of fair presentation of risk applies to provision of the data to Us.

- 2.6** For Policies where the Premium is paid by bank transfer, the terms and conditions of payment are set out in Clauses 2.7 to 2.16. For Policies where the Premium is paid by direct debit, the terms and conditions of payment are set out in Clauses 2.17 to 2.25.

Policies where the Premium is paid by bank transfer

- 2.7** The Deposit Premium payable in respect of the first Accounting Period will be the amount set out in the Quotation. We'll issue an invoice to You and it will be payable by bank transfer within 14 days of the date on which the invoice was issued.

- 2.8** We'll then use the information given to Us pursuant to Clause 2.3 to check against the calculation of the Deposit Premium for the first Accounting Period. If it's different to the amount stated in the Quotation and paid by You then We'll make an adjustment.

- 2.9** We'll notify You within 30 days of receiving the information of any adjustment made.

- 2.10** Any additional Premium required must be paid by You by bank transfer within 14 days of the date of Our notification pursuant to Clause 2.9.

- 2.11** Any refund due to You will be refunded to You within 14 days of the date of Our notification pursuant to Clause 2.9.

- 2.12** Subsequent Deposit Premiums will be based on the final Premium agreed for the previous Accounting Period. We'll issue an invoice for subsequent Deposit Premiums 30 days before the Data Refresh Date and this will be payable by bank transfer within 14 days of Our request.

- 2.13** We'll use the information given to Us pursuant to Clause 2.5 to:

- a) confirm that You've paid the correct Premium for the Accounting Period which is about to expire, and
- b) re-calculate the Deposit Premium payable for the next Accounting Period.

- 2.14** We'll notify You within 30 days of receiving the data required under Clause 2.5 of:

- a) any additional Premium payable by You in respect of the Accounting Period which expired on the Data Refresh Date in question or any refund of Premium due to You in respect of that Accounting Period, and

- b) the actual Deposit Premium payable in respect of the Accounting Period commencing on the Data Refresh Date. This will be based on the revised Premium Rates notified to You pursuant to Clause 3.9 where the Deposit Premium is payable in respect of an Accounting Period commencing on a Rate Review Date.

- 2.15** We'll add any additional Premium payable by You to the Deposit Premium payable in respect of the next Accounting Period.

- 2.16** We'll deduct any refund of Premium due to You from the Deposit Premium payable in respect of the next Accounting Period.

Policies where the Premium is paid by direct debit

- 2.17** We'll use the information given to Us pursuant to Clause 2.3 to calculate the Premium for the first Accounting Period.

- 2.18** We'll notify You within 30 days of receiving the information of the amount of Premium payable in respect of the first Accounting Period. This amount will be collected by Us by direct debit at regular intervals as detailed in the Policy Schedule.

- 2.19** The same amount of Premium will be payable for subsequent Accounting Periods until notice is given by Us pursuant to Clause 2.20 or Clause 3.2 or Clause 3.9.

- 2.20** We'll use the information given to Us pursuant to Clause 2.5 to:

- a) confirm that You've paid the correct Premium for each Accounting Period to date, and
- b) calculate the Premium payable for subsequent Accounting Periods.

- 2.21** Where the information You provide to Us shows that You've paid too much or too little Premium in respect of any Accounting Period We'll notify You of the relevant amount and, where additional Premium is owed by You, details of when We'll collect payment from You pursuant to Clause 2.20.

- 2.22** Any additional Premium required will be collected by Us by direct debit.

- 2.23** Where the information You provide to Us shows that You've paid too much Premium, We'll normally reduce the Premium We'll collect at the next payment date. However, if the Premium is payable annually, We'll refund the overpayment.

2.24 We'll notify You within 30 days of receiving the data pursuant to Clause 2.5 of the amount of Premium payable in respect of subsequent Accounting Periods. This will be based on the revised Premium Rates notified to You pursuant to Clause 3.9 where the Premium's payable in respect of an Accounting Period commencing on a Rate Review Date. This amount will be collected by Us by direct debit.

2.25 The same amount of Premium will be payable in the same manner for each subsequent Accounting Period until notice is given by Us pursuant to Clause 2.24.

3. Variation to the Policy Terms and Conditions

3.1 We reserve the right to revise at Our discretion (prospectively or retrospectively) the Policy Terms and Conditions and the Premium Rates at any time if:

- a) the number of Members or the total of all Member's salaries is changed by more than
 - i. 50% for Policies whose Premium is calculated using an Age Specific Rate Table, or
 - ii. 30% for Policies whose Premium is calculated using a Unit Rate

from that notified to Us prior to the Policy Start Date or prior to the last Rate Review Date whichever is the later

- b) with Our agreement, the Eligibility Conditions are changed
- c) with Our agreement, an organisation becomes an Employer or an organisation ceases to be an Employer
- d) the total Benefit insured at any one location (including a new location) changes by more than £5 million
- e) We agree to change the terms of this Policy following a request from You
- f) there's a change in the nature of the business carried out by any Employer
- g) cover ceases under any of the Policies issued by Us under a Single Group Policy
- h) there's a change in legislation, regulation, HMRC practice or taxation which affects the treatment of this Policy
- i) there's no longer an Adviser acting for You in connection with this Policy
- j) there are fewer Members than the Minimum Membership Number, or
- k) You didn't make a fair presentation of the risk when setting up the Policy or at any subsequent review of the terms.

These matters define the risk as a whole.

3.2 In the event that We wish to change any of the Policy Terms and Conditions or the Premium Rates pursuant to Clause 3.1 We'll give You one calendar month's notice of the change in writing. At the end of the one calendar month period We'll issue an amended version of the Policy Terms and Conditions and a new Policy Schedule. The notice period won't affect the effective date of the change.

3.3 Where there has been a delay in You providing the information We need to review the Policy Terms and Conditions or Premium Rates We'll backdate any change to the appropriate date.

3.4 In addition, the Policy Terms and Conditions and the Premium Rates may be varied by Us at any Rate Review Date.

Rate Review

3.5 At least 12 weeks before each Rate Review Date We'll ask You to provide Us with the information We reasonably require to assess whether any changes should be made to the Policy Terms and Conditions or the Premium Rates. The duty of fair presentation of risk applies to provision of the information to Us.

3.6 You must provide this information to Us within six weeks of Our request.

3.7 Where We haven't received the requested information, We'll base any changes We intend to make to the Policy Terms and Conditions or the Premium Rates on the Rate Review Date on the information available to Us.

3.8 If You provide information after the Rate Review has been completed and it means We make a change to the Policy Terms and Conditions or the Premium Rates, these changes will be effective from the Data Refresh Date immediately prior to when you gave us the information.

3.9 In the event that We wish to change any of the Policy Terms and Conditions or the Premium Rates pursuant to Clause 3.4 We'll give You one calendar month's notice of the change in writing. We'll issue an amended version of the Policy Terms and Conditions and a new Policy Schedule once the Rate Review is completed. This notice period won't affect the effective date of the change.

Section C

The Life Insurance

4. Cover from the Policy Start Date

- 4.1** Subject to Clause 4.4 each Member is covered under this Policy up to the Automatic Acceptance Limit on and from the Policy Start Date.
- 4.2** Subject to Clause 4.3, in respect of any Member where cover in excess of the Automatic Acceptance Limit is sought, We shall be entitled in Our sole discretion to require an Individual Assessment of the Member to enable Us to consider whether to grant the requested excess cover. (For the avoidance of doubt, such Members will be covered up to the Automatic Acceptance Limit regardless of the decision made by Us following the Individual Assessment). While the Individual Assessment is being conducted the cover provided will be as set out in Clause 6.
- 4.3** If, immediately prior to the Policy Start Date, the Members were insured under a group life insurance policy any Member whose cover was limited to below the Automatic Acceptance Limit following assessment or for non-provision of medical evidence, will have their cover under this Policy limited to match the terms of the cover under the previous policy. Benefit in excess of this limited level of cover will be subject to an Individual Assessment.
- 4.4** If, immediately prior to the Policy Start Date, the Members were insured under a group life insurance policy with an identical benefit structure to this Policy and there hasn't been a material change in the number of Members or the Eligibility Conditions, then We'll accept the previously insured level of Benefit in respect of each Member, up to the Automatic Acceptance Limit subject to Clause 4.3. Any previously insured level of Benefit in excess of the Automatic Acceptance Limit will be accepted subject to:
- You providing satisfactory evidence of the level of cover and the details of any special terms and conditions to Us
 - Our right to conduct an Individual Assessment pursuant to Clause 6 and to impose special terms where We consider it appropriate to do so, and
 - a maximum Benefit of £5 million.

5. Individuals becoming Members of the Scheme after the Policy Start Date

- 5.1** Subject to Clause 6, cover in respect of individuals who become Members after the Policy Start Date, but as soon as they meet the Eligibility Conditions will commence on the date they joined the Scheme.

6. Individual Assessments and Temporary Cover

- 6.1** In circumstances where:
- You seek cover in excess of the Automatic Acceptance Limit in respect of any Member
 - You seek cover in respect of a Late Entrant
 - You seek cover in respect of a Discretionary Entrant
 - You seek cover in respect of a Member working beyond the Date Cover Ceases, or
 - You ask Us to change the terms of the Policy and We've identified Members whose increase is subject to Individual Assessment
- the Member in question must undergo an Individual Assessment and We reserve the right to refuse to provide the cover sought.
- 6.2** You must give Us written notice immediately if You're seeking any cover of the type described in Clauses 6.1 a) to e). If You fail to notify Us of individuals who meet the criteria in Clause 6.1 these individuals may not be covered for any or all of their benefit.
- 6.3** The cost of any medical examination and any tests requested by Us will be paid for by Us. We won't be liable for any costs incurred by You, the Employer or the Relevant Individual in attending a medical examination, undergoing any tests or in supplying any other information.
- 6.4** Where Members are outside the United Kingdom, and provision of their Benefit is subject to Individual Assessment, if after this further medical information is required to enable Us to complete Our assessment, the Member will be responsible for arranging and paying for the tests to be conducted. Examinations, tests or reports may only be arranged/conducted at a centre or provider with prior approval from Us otherwise We won't be liable for any costs and the Member may be required to undertake another set of tests with an approved centre or provider.

We'll reimburse the Member for the tests We've requested, to a maximum of the amount We would pay for the same test in the United Kingdom. Reimbursement will be in pounds sterling to a United Kingdom bank account and the exchange rate used for reimbursement will be Our banker's rate of exchange on the date of reimbursement. All results and/or reports must be provided in English.

Benefit in respect of Members who require Individual Assessment

6.5 Where You seek cover that is subject to Individual Assessment in respect of any Member then, subject to Clauses 6.6 to 6.16, You'll have cover in respect of the Member in question until the completion of the Individual Assessment. Subject to Clause 4.3, Your cover will be the higher of the Automatic Acceptance Limit and their previously accepted level of benefit. In addition, You'll receive Temporary Cover equivalent to the additional cover being sought subject to the following:

- a) the Temporary Cover won't provide cover for claims which arise directly or indirectly as a result of any medical condition which the insured person
 - has received treatment for
 - has suffered symptoms of
 - has sought advice on, or
 - was diagnosed withwithin the last two years immediately prior to receipt by Us of the notice given pursuant to Clause 6.2.
- b) an individual won't be given Temporary Cover if You've previously had a request for the Benefit You now seek in respect of the Member declined, restricted due to failure to provide medical evidence, postponed or accepted on non-standard terms, and
- c) no Temporary Cover will be available for Late Entrants, Discretionary Entrants or Relevant Individual working beyond the Date Cover Ceases, or Members We've identified as needing to be Individually Assessed before benefiting from any change to the cover under this Policy.

6.6 The Temporary Cover will commence from the date of receipt by Us of the notice given pursuant to Clause 6.2 and will be in place until the earlier of completion of the Individual Assessment and the expiry of 90 days. If We're unable to complete Our assessment before the Temporary Cover period expires, the individual's cover will be restricted to their previous accepted level of cover.

6.7 The amount of Temporary Cover is limited so that, when added to any existing Benefit the Member may receive, their total Benefit entitlement during the period that Temporary Cover operates won't exceed £5 million. Members whose Benefit exceeds £5 million are therefore not offered Temporary Cover in excess of £5 million.

6.8 If the Member's previous accepted level of cover was provided by another insurer, You must provide satisfactory evidence of the level of cover and any special terms and conditions to Us.

Late Entrants

6.9 Where You seek cover in respect of a Late Entrant You'll have no cover in respect of the Member in question until We've completed the Individual Assessment and confirmed cover.

6.10 Once the Individual Assessment is complete We'll notify You of Our decision. If We're providing cover for the Member in question We'll notify You of the date on which cover commences and any special terms which apply.

Discretionary Entrants

6.11 Where You seek cover in respect of a Discretionary Entrant You'll have no cover in respect of the Member in question until We've completed the Individual Assessment and confirmed cover.

6.12 Once the Individual Assessment is complete We'll notify You of Our decision. If We're providing cover for the Member in question, We'll notify You of the date on which cover commences and any special terms which apply.

Relevant Individuals working past the Date Cover Ceases

6.13 Where You seek cover in respect of a Relevant Individual who's working past the Date Cover Ceases You'll have no cover in respect of the Member in question until We've completed the Individual Assessment and confirmed cover.

6.14 Once the Individual Assessment is complete We'll notify You of Our decision. If We're providing cover for the Member in question We'll notify You of the date on which cover commences and any special terms which apply.

Members affected by changes to the terms of this Policy

6.15 Where We consider changing the terms of this Policy following a request by You and such changes affect the Benefit of existing Members, We'll need details of Members who are absent due to ill health and have been for either:

- in Schemes with up to 50 Members, for one week or longer
- in Schemes with between 51 and 500 Members, for four consecutive weeks or longer, or
- in Schemes with 501 or more Members, for 12 consecutive weeks or longer.

These Members may be required to complete an Individual Assessment before We're able to confirm the change to their Benefit. For the avoidance of doubt, no changes to Benefit will take place for existing Members until We've confirmed the changes.

Members requiring subsequent Individual Assessments

6.16 We reserve the right to require a Member who has previously been Individually Assessed to complete a further Individual Assessment if:

- that Member's Benefit increases and as a result of that increase their total Benefit exceeds £5 million
- that Member's Benefit increases as a result of a change in benefit basis, or
- where cover's linked to the Member's salary, the Member receives an increase in salary of more than 20% in a 12 month period.

7. The Automatic Acceptance Limit

7.1 The Automatic Acceptance Limit will be reviewed and may be changed by Us at any time. We reserve the right to reduce (including to nil) the Automatic Acceptance Limit if:

- a) there are fewer Members than the Minimum Membership Number, or
- b) the number of Members is at any time less than 50% of the number of Members at the Policy Start Date or the last Rate Review Date (if later).

7.2 We'll notify You in writing if We make any changes to the Automatic Acceptance Limit and will provide You with an updated Policy Schedule.

7.3 If We determine that the Automatic Acceptance Limit shall be reduced the level of Benefit which applied to a Member before the reduction becomes effective shall continue to apply.

7.4 If We determine that the Automatic Acceptance Limit shall be increased this will, subject to Clause 7.5, make no difference to the cover of Members currently insured hereunder unless and until their Benefit increases in which case the new Automatic Acceptance Limit will apply.

7.5 If We determine that the Automatic Acceptance Limit shall be increased the increased level won't apply to those Members whose cover has been restricted due to failure to provide medical evidence, declined, postponed or accepted on non-standard terms. Their cover shall remain unchanged.

7.6 When assessing whether the amount of Benefit exceeds the Automatic Acceptance Limit, Benefit will be the total Benefit in respect of the Member under this Policy, or, in the case of a Single Group Policy, all Policies comprising a Single Group Policy.

8. Temporary absence from work

8.1 Where a Member is absent from work due to ill health their cover continues until the date on which cover would otherwise cease pursuant to Clause 14.

8.2 Where a Member is absent from work as a result of statutory leave, cover will remain in place whilst they're still considered to be engaged in the business of an Employer in one of the capacities set out in the definition of Relevant Individual in Clause 1.2 unless cover ceases pursuant to Clause 14.

8.3 Where a Member's engaged through a Zero Hours Contract, cover during periods of ill health will cease on the earlier of:

- (a) the end of the contract in force when the Member was first absent
- (b) when that contract is terminated, or
- (c) three years from the start of the ill health unless cover ceases pursuant to Clause 14.

8.4 Where a Member is absent from work due to any other reason which is agreed with the Member's Employer, cover will remain in place until the earlier of three years from the first date of absence and the date on which cover would otherwise cease pursuant to Clause 14.

8.5 If We agree to cover a Member beyond the Date Cover Ceases their cover during periods of temporary absence can be until age 75 if absence is due to ill health and for up to 12 months for any other reason unless cover ceases pursuant to Clause 14.

8.6 If a Member is on a fixed term contract, cover during periods of temporary absence won't continue beyond the end of the contract in force at the date the Member was first absent.

- 8.7** Whilst a Member is absent, Benefit will be based on the Member's Benefit immediately prior to the start of the absence. However, where the basis of cover is a multiple of salary, cover can increase in line with the average company pay award up to a maximum of 5% per annum (the 5% maximum will be waived where the Member's entitlement to a larger increase is enshrined in law).

9. Members working outside the United Kingdom

- 9.1** Each Member working outside the United Kingdom temporarily or on a secondment will be covered under this Policy provided:
- a) they remain a Member of the Scheme
 - b) they have a United Kingdom contract of employment or for services with a Participating Employer
 - c) there's the intention to return to the United Kingdom, and
 - d) the country of secondment is declared for each Member at the Policy Start Date and at each Data Refresh Date.
- 9.2** Where a Member is working outside the United Kingdom the amount of salary or Benefit advised at each Date Refresh Date must be expressed in pounds sterling. The exchange rate will be based on the Bank of England exchange rate and will be fixed at each Data Refresh Date, therefore in the event of a claim for a Member who isn't paid in pounds sterling, the Benefit will be calculated based on the exchange rate agreed at the most recent Data Refresh Date before the date of death.
- 9.3** We won't provide cover for Members who are permanently working outside the United Kingdom.

Section D

Benefit

10. Benefit

- 10.1** In the event of the death of a Member, and where stated in the Policy Schedule, We'll pay a Benefit in respect of that Member.
- 10.2** The Benefit will be paid as directed by the trustees of the Scheme.
- 10.3** The Benefit is payable in pounds sterling.
- 10.4** In distributing the Benefit under the Scheme Rules You shall comply at all times with the rules laid by HMRC in respect of Excepted Group Life insurance policies.
- 10.5** Without limitation to the terms of Clause 10.4 You must ensure that:
- a) the beneficial recipients of any Benefit paid under this Policy are individuals or charities, and
 - b) no individual whose life is insured under this Policy, or any individual connected with such an individual, may directly or indirectly receive Benefit from You on the death of another insured person merely because he or she is also one of the persons insured under the Policy.

11. Increases to Benefit

- 11.1** Where cover's linked to a Member's Salary, any increase made to the level of cover provided as a result of an increase in the Member's Salary will only take effect in respect of the Member if they're Actively At Work on the date the increase is made. If they aren't Actively At Work on that date, the Member's Benefit will increase as set out in Clause 8.7 until they return to being Actively At Work.

Section E

Making a Claim

12. Making a claim

- 12.1** You must notify Us as soon as possible following the death of any Member. A claim form can be downloaded from Our website. Alternatively You can telephone Our claims team on **0330 303 9973** or email **groupclaims@protection.aviva.com**. The claim form must be completed and return to Us.
- 12.2** You must provide Us with all information requested by Us to investigate the claim properly. This information may include any of the following:
- a) proof of Membership in respect of the Member, or
 - b) any other information (including absence information), evidence, test, evaluation or report that may be requested at any time by Us.

We won't pay claims where Premium is outstanding.

If the Member died outside the United Kingdom, You must provide the death certificate issued by the country in which the Member died and a certified English translation of the death certificate (if it isn't in English). If there's an open inquest into the Member's death You must provide Us with interim death certificate. We're unable to accept photocopies of certificates.

- 12.3** We aren't responsible for any errors or omissions from any information or evidence provided to Us from any source.
- 12.4** Once We determine that a claim is valid We'll pay the Benefit in pounds sterling by direct credit (via the BACS system) into a United Kingdom bank account nominated by the trustees.

Section F

Termination

13. Termination of the Policy as a whole

- 13.1** This Policy doesn't have a termination date.
- 13.2** You shall be entitled to terminate this Policy at any time by giving Us notice in writing stating the date on which You want cover to cease.
- 13.3** We shall be entitled to terminate the Policy immediately if:
- You don't comply with any term of this Policy
 - You don't provide the data required under Clause 2.3 and Clause 2.5 within 90 days of receipt of a request
 - You don't provide any information requested by Us in accordance with the Policy terms within 90 days of receipt of a request
 - the Policy's no longer allowed under the HMRC regulations applicable to an Excepted Group Life Insurance policy
 - We become aware there isn't a discretionary trust in place for the purpose of holding the Policy and governing the Scheme
 - You don't pay Premium when it's due
 - an Employer stated in the Policy Schedule ceases to carry on business, or if an order's made or a resolution passed for the winding up of that Employer
 - there's a change in legislation, regulation, HMRC practise or taxation which affects the treatment of this Policy, or
 - any other life policy provided by Us covering the lives of Relevant Individuals or other individuals engaged in the Employers' business (in any capacity) is terminated for any reason.
- 13.4** If the Policy is terminated, You shall be required to provide information as at the date of termination in order for Us to determine the Premium payable up to the date of termination. If this information isn't provided within one month of its being requested, We shall determine what Premium is payable having regard to the information then available, and any sum or sums which had been payable to Us shall remain payable.
- 13.5** If the Policy is terminated, no Benefit shall be payable in respect of the death of any Member after the effective date of termination of this Policy.

Setting up the Policy

- 13.6** If You deliberately or recklessly don't make a fair presentation of the risk when setting up the Policy and We wouldn't have agreed to enter into the Policy at all if We'd known the material facts, We may avoid the Policy, refuse all claims and recover claims paid.
- 13.7** If You don't make a fair presentation of the risk when setting up the Policy but You haven't been deliberate or reckless, and We wouldn't have agreed to enter into the Policy if We'd known the material facts, We may avoid the Policy, refuse all claims and recover claims paid.

Rate Reviews

- 13.8** The duty of fair presentation of risk applies at each Rate Review. If You deliberately or recklessly don't make a fair presentation of the risk at Rate Review and We wouldn't have agreed to the contract at all or on those terms if We'd known the material facts, We may terminate the contract with effect from the Rate Review Date, refuse claims and recover claims paid.
- 13.9** If You don't make a fair presentation of the risk at a Rate Review, but You've not been deliberate or reckless, and We wouldn't have entered into the contract at all if We'd known the material facts, We may terminate the contract with effect from the Rate Review Date, refuse claims and recover claims paid.

Variations

- 13.10** If You deliberately or recklessly don't make a fair presentation of the risk when applying to vary the Policy and We wouldn't have agreed to enter into the variation of the Policy if We'd known the material facts, We may by notice to You treat the contract as terminated with effect from the time the variation was made, refuse claims and recover claims paid.
- 13.11** If You don't make a fair presentation of the risk when applying to vary the Policy, but You haven't been deliberate or reckless, and We wouldn't have agreed to enter into the variation of the Policy if We'd known the material facts, We may treat the contract as if the variation had not been made.

Fraudulent claims

13.12 If You make a fraudulent claim, We may:

- a) terminate the Policy by notice and treat the contract as being terminated from the time of the fraudulent act
- b) recover any claims paid since the fraudulent act, and
- c) refuse to pay any claims submitted since the fraudulent act.

14. Termination of Cover in respect of individual Members

14.1 Cover under this Policy in respect of individual Members ceases on the earliest of the following occurrences:

- a) the Member ceases to be engaged in the business of an Employer in any of the following capacities:
 - i. gainfully employed either permanently or for a fixed term by an Employer as evidenced by a United Kingdom contract of employment
 - ii. actively engaged in the business of an Employer in the capacity of an equity partner, member of a limited liability partnership or similar
 - iii. a director or other officer of an Employer, or
 - iv. is engaged in the business of the Employer under a contract for services
- b) the Member ceases to be a Member of the Scheme
- c) the Member dies
- d) the Member is a worker engaged through a Zero Hours Contract who hasn't received earnings from the Employer for a period of six consecutive months unless they're unavailable for work due to ill health
- e) the Member retires (and early retirement cover isn't provided for under this Policy)
- f) where early retirement cover is provided the Member included under that cover provision reaches their State Pension Age
- g) in respect of a Member before the Date Cover Ceases, the Member has been absent from work (with the approval of their Employer) for three years for a reason other than ill health or statutory leave (or the end of the contract in force on the date first absent if the Member's on a fixed term contract)

- h) in respect of a Member after the Date Cover Ceases, the Member has been absent from work (with the approval of their Employer) for 12 months for a reason other than ill health or statutory leave (or the end of the contract in force on the date first absent if the Member's on a fixed term contract)
- i) the Member reaches the Date Cover Ceases stated in the Policy Schedule unless We've agreed with You that their cover can be continued, or
- j) the Member reaches the end of a fixed term contract.

14.2 In any event no cover is provided under this Policy for Members who are aged 75 or over.

Section G

Miscellaneous

15. Exclusions and limits

- 15.1** No Benefit will be payable in respect of a deceased Member where the cause of death was one of the excluded causes listed in the Policy Schedule.
- 15.2** For the purposes of this Clause, where We issue separate policies to a number of entities that form all or part of the same group for the purposes of corporation tax or a number of trusts comprising a Scheme, such policies will be treated as a Single Group Policy for the purposes of determining the limit of Our liability. Our maximum overall liability in any postal area (which may be lower than Our maximum overall liability) provided by Us to You covering the lives of Members engaged in the Employer's business (in any capacity) shall be that shown in the Policy Schedule. Our liability to pay Benefit in respect of the death of all Members across a Single Group Policy engaged in the Employers' business (in any capacity) whose deaths were caused by an Event shall be limited to the amount specified in the Policy Schedule. For the avoidance of doubt, Our maximum liability will be limited to the lowest event limit operating in any Policy Schedule relating to a Single Group Policy. Where no specified postal or location limit is stated, a limit of £5 million applies.
- Our liability to pay benefit in respect of the death of two or more Members across a Single Group Policy engaged in the Employer's business (in any capacity) whose deaths occur as a result of the same or related causes while such Members are travelling together on business shall be limited to £40 million. This applies both while they're travelling and for a maximum of seven days at the location where they're engaged in the Employer's business. If a lower event limit applies in the location where they're temporarily on business, claims involving these Members will be subject to the travel limit of £40 million, not the location limit. If a higher event limit applies to the location where they're temporarily on business then the higher limit shall apply. For the avoidance of doubt, We won't add two event limits together. Where Members have been at a location for more than seven days, the event limit for that location will apply.
- 15.3** Any exclusions or limits applied as a result of Our conducting an Individual Assessment will be notified to You separately in writing. In addition, Benefit won't be paid if a Member failed to disclose any material information during the course of the Individual Assessment.

16. Contracting out of the Insurance Act 2015

- 16.1** You must provide a fair presentation of the risk when setting up the Policy, on an application to vary the Policy and at a Rate Review.
- 16.2** If We would've applied different terms and/or a higher Premium if You'd fairly presented the risk set out in Clause 16.1, then You agree that We can retrospectively charge the correct higher Premium (and apply any different terms to the Policy). You agree to promptly pay the corrected additional Premium.
- 16.3** Upon receipt of the corrected additional Premium set out in Clause 16.2, We'll pay the claim in full, rather than on the proportionate reduction basis described in Schedule 1 paragraphs 6 and 11 of the Insurance Act 2015. To that extent, Clause 16 contracts out of Schedule 1 paragraphs 6 and 11 of the Insurance Act 2015.
- 16.4** Other remedies in respect of the duty of fair presentation of the risk are set out at Clauses 13.6 – 13.12 inclusive of this Policy.

17. Remedies for fraudulent claims

- 17.1** To the extent that this Policy provides cover in respect of a person who isn't a party to the Policy and a fraudulent claim is made under the Policy by or in respect of that Member, We may exercise the rights set out in Clause 17.2 as if there were an individual insurance contract between Us and the Member concerned. However, the exercise of any of those rights won't affect the cover provided under the Policy in respect of any other Member.
- 17.2** If there's a fraudulent claim by or in respect of a Member under this Policy, We'll inform the Policyholder and the personal representative of the deceased Member that We cancelled the cover in respect of the Member with effect from the time of the fraudulent act and that We'll seek to recover any sums paid by Us in respect of the claim.
- 17.3** If We exercise Our right to terminate under Clause 17.2, We won't be liable in respect of the death of the Member if it occurred after the time of the fraudulent act.

18. Governing law and jurisdiction

- 18.1** This Policy is construed and governed in accordance with English and Welsh law and any dispute shall be subject to the exclusive jurisdiction of English and Welsh courts.
- 18.2** This Policy has no surrender value and can't be assigned without Our prior written permission.
- 18.3** We won't be responsible or liable to provide cover (including the payment of a claim) under this Policy if We're prevented from doing so by any economic sanction which prohibits Us or Our Parent Company (or Our Parent Company's ultimate controlling entity) from providing cover or dealing with You under the Policy.

19. Contracts (Rights of Third Parties) Act 1999

- 19.1** No term or provision of this Policy may be enforced in any circumstances by any third party, whether under the Contracts (Rights of Third Parties) Act 1999, which is hereby excluded, or otherwise. The Policy may be amended or terminated without the consent of, or reference to any third party.

20. Data protection

- 20.1** Unless the context otherwise requires, for the purpose of this Clause: (i) Data Protection Law means all applicable laws and regulations, in each case pertaining to the security, confidentiality, protection or privacy of personal data, as amended or re-enacted from time to time, including (without limitation and to the extent applicable) the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018) and the UK GDPR (which has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018); and (ii) the terms controller, processor, processing/process, personal data and data subject shall be interpreted and construed by reference to Data Protection Law. For the purposes of this Clause, Parties mean You and Us.
- 20.2** Without prejudice to Clause 20.3, each party (the Disclosing Party) agrees that if it provides personal data to the other Party (the Receiving Party), it shall ensure that it has provided all necessary information to the data subjects of the personal data, in each case to enable the personal data to be disclosed to the Receiving Party for the purposes of this agreement and in accordance with Data Protection Law.
- 20.3** Each Party shall: (a) comply with its obligations under Data Protection Law; (b) be responsible for dealing with and responding to data subject requests, enquiries or complaints (including any request by a data subject to exercise their rights under Data Protection Law) it receives, unless otherwise agreed between Us; and (c) promptly (and without undue delay) notify the other party in writing of any security incident affecting the personal data it processes pursuant to or in connection with these Policy Terms and Conditions, including the unlawful or unauthorised processing of the personal data, to the extent the security incident is likely to affect the other party.
- 20.4** The Parties agree that, for the purposes of Data Protection Law, each Party (to the extent it processes personal data pursuant to or in connection with these Policy Terms and Conditions) processes personal data as an independent data controller in its own right. Nothing in these Policy Terms and Conditions (or the arrangements contemplated by it) is intended to construe either Party as the data processor of the other Parties or as joint data controllers with one another.
- 20.5** In relation to the personal data it receives from the Disclosing Party, each Party shall at all times process the personal data in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical and organisational measures, and the measures shall, at a minimum, comply with the requirements of Data Protection Law.
- 20.6** We process personal data for the purposes of providing insured Benefit for the benefit of Your Members and their families in accordance with the Data Protection Act 2018. Sometimes we, or third parties acting on our behalf, may need to transfer personal information to parties located in other countries that have data protection regimes that are different to those in the country where you're based, including countries which haven't been found to provide adequate protection for personal information by the UK Government. When making these transfers, we will take steps to ensure that your personal information is adequately protected and transferred in accordance with the requirements of data protection law. Further details can be found in our privacy notice which can be found at [protection.aviva.com/privacy-policy](https://www.aviva.com/privacy-policy)
- 20.7** Where We undertake an Individual Assessment, We'll be responsible for obtaining appropriate consents from the individual in respect of data collected during the course of the Individual Assessment.

21. Notices

21.1 Any notice or other communication given under this Policy shall be in writing and may be served by delivering it personally, or sending it by pre-paid first class post, registered or recorded delivery to the relevant address or sent as a PDF attachment to an email to the relevant email address set out below or such other address or email address as either party may from time to time notify the other in writing.

21.2 Documents relating to the administration and operation of this Policy will be lodged in Our secure on-line document store and will be deemed to have been received as if by e-mail.

21.3 Any notice or other communication given pursuant to this Policy shall be deemed to have been given or received:

- a) in the case of dispatch by first class, registered post or recorded delivery, on the third day after its dispatch
- b) in the case of delivery by hand, at the time of its delivery, or
- c) in the case of email, within three hours of transmission

provided that if deemed receipt occurs after 5pm on a Business Day or on a day which isn't a Business Day, the notice shall be deemed to have been received at 9am on the next Business Day.

22. Appeals and complaints

22.1 If a claim is declined and You disagree with Our decision You, the beneficiary or the beneficiary's personal representative can appeal Our decision. An email should be sent to **groupclaims@protection.aviva.com** outlining the reason for the appeal and attaching any additional information. The claim will be reviewed by an appropriately qualified and experienced assessor who wasn't involved in the original claim decision.

22.2 Any complaints You may have should be referred to Us at the following address:

Group Protection Complaints Team
Aviva Life & Pensions UK Limited
PO Box 12010
Harlow
CM20 9LG

Tel **0330 303 9974** (Calls may be recorded for training and monitoring purposes.)

or by email to

groupclaims@protection.aviva.com.

22.3 If You remain dissatisfied with the outcome of Your complaint and You're an 'eligible complainant' for the purposes of the Financial Conduct Authority dispute resolution rules ('DISP'), the matter may be escalated to the Financial Services Ombudsman at the address below. Your legal rights won't be affected by contacting this organisation.

Financial Ombudsman Service Ltd,
Exchange Tower,
London, E14 9SR

Telephone **0800 023 4567**

22.4 Any complaint from Members or dependants in connection with this Policy should be referred to You. You shall either deal with such complaint or, if appropriate, refer such complaint to Us at the address above. If the Member or dependant remains dissatisfied, the matter may be escalated to the Financial Ombudsman Service (if eligible). The Member's or dependants legal rights aren't affected by contacting this organisation.

23. Compensation

23.1 We're covered by the Financial Services Compensation Scheme ('FSCS'). You may be entitled to compensation from the scheme if We can't meet Our obligations. This depends on the type of business and circumstances of the claim.

Further information about compensation scheme arrangements is available from the FSCS:

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
G17 1AY

Tel **0800 678 1100**

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