

Group Life Registered & Excepted Flexible Benefits (inc. Master Trust)

Technical Guide

GR01303 – Version 10/2024

This policy is intended for schemes with
100 or more members

Our Group Life Policy is suitable for a broad range of commercial customers (employers) but will typically be suited to UK, Channel Islands or Isle of Man registered employers.

This guide will explain the main features and benefits about the product. You should read this document carefully as it will help you to understand what you are purchasing and keep it safe for future reference. It should be read alongside the illustration with which it was issued as this will include any modifications to our standard terms including any additional information we may need.

It does not form part of the policy contract.

Full details of the contract terms can be found in the Policy Wording which we'll send to you when we've agreed to provide cover. If you would like to see a copy of our standard Policy Wording, please speak with your financial adviser or contact us.

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

You are responsible for deciding if the cover meets your needs, and periodically reviewing the cover to make sure it continues to meet your needs.

If you have any existing cover, we recommend you seek financial advice before deciding whether to cancel your existing arrangements. We also recommend you seek financial advice if you are unsure whether this cover is right for you. If you don't have a financial adviser and you would like to speak to one, you can find one in your area by using unbiased.co.uk. An adviser may charge a fee for their service.




Any Questions?

If you need to contact us, please have your policy number to hand (this can be found on your policy schedule):

-  call us on **0800 051 3472**
-  email us at flex@aviva.com
-  or write to us at
Aviva Group Protection
PO Box 3240
Norwich
Norfolk
NR1 3ZF

If you have cause for complaint


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

-  call us on **0800 158 2714**
-  email us at gpcomplaints@aviva.com
-  or write to us at
Aviva Group Protection
PO Box 3240
Norwich
Norfolk
NR1 3ZF




Need to make a claim?

Please read the 'How are claims made?' section in this document first, then:

For **non-Aviva Master Trust policies**, you can submit a claim by:

-  fully completing an on-line claim form at aviva.co.uk/grouplifeclaim

or, for all policies, you can:

-  call us on **0800 158 2714**
-  email us at grouplifeclaims@aviva.com
-  or write to us at
Aviva Group Protection
PO Box 3240
Norwich
Norfolk
NR1 3ZF

We will then advise you what will happen next and what information we require.

Our opening hours are Monday to Friday, between 9.00am and 5.00pm. For your protection and ours, calls to and from Aviva may be recorded and/or monitored. Calls to 0800 numbers from UK landlines and mobiles are free of charge. Calls from outside the UK may be charged at international rates.

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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 document. The meanings of these words are set out in the Definitions section in the back of this document, except for personal terms like 'we' and 'you'. We've set out the meanings of these words below.

'You' or 'your' refers to the policyholder or **trustees** named in the **policy schedule**.

'We', 'our' or 'us' means Aviva Life & Pensions UK Limited.

Policy aims

The aim of the **policy** is to meet the demands and needs of an **employer** who, subject to the requirements of a **registered scheme** or the **excepted group life policy conditions**, wishes to:

- provide insurance to cover a **lump sum benefit**, for example a fixed amount or a multiple of salary, payable through a discretionary trust in the event of the death of a **member**; and/or
- remove, where requested, the need for you to set up and manage a standalone trust and instead utilise an overarching trust administered by an appointed independent **trustee**.
- choose the level of **core benefits** you wish to provide and fund as part of an **employee's** flexible benefits package
- decide the **flex benefit** options available to their **employees**
- choose whether to insure all **employees** or a category of **employees**
- decide when new entrants can join the **scheme** and the age in which benefits will cease, up to a maximum age of 75.

We will pay **lump sum benefits** as advised by the **trustees**. The **lump sum benefit** usually does not form part of a **member's** estate and is not subject to inheritance tax.

The **employer** will need to ensure that the trust and rules meet their needs and may wish to seek their own independent advice to determine this.

The **policy** is suited to UK, Channel Islands or Isle of Man registered **employers** with 100 or more insured **members**.

An **employer** will need to have a suitable flexible benefits platform in place to administer the **benefits** provided by the **policy**.

The **policy** is not designed to support the following:

- where there is no trust, **trustee** or **employer**
- for **Aviva Master Trust**, **employers** who have an existing group life scheme set up under a discretionary trust
- **employers** who wish to insure fewer than 100 **members**

- **employers** or partnerships who are not registered in the UK, Channel Islands or Isle of Man
- **employers** with **members** who are not in the UK, Channel Islands or Isle of Man or one of our **standard territories**, unless otherwise agreed
- **employers** who wish to insure equity partners
- **employers** who wish to provide a regular income after the death of a **member**
- **employers** who wish to provide cover beyond the age of 75.

The **policy** will not have or accrue a surrender value.

Your commitment

You agree to inform us straight away:

- about the pension scheme tax reference (PSTR) for **registered schemes**;
- about any **discretionary entrants**;
- when a **TUPE** or group employment transfer takes place;
- if you want to change the cover of a category or **policy**; or
- if you want to change the **eligibility** criteria for membership;
- 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**;
- about any changes to the **employer** or **trustees**; and
- about any claims

You agree to:

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

You also agree to provide us with all of the information we and/or the **trustees** need:

- when you apply for the **policy**;
- at **anniversary/rate guarantee dates**; and if applicable, every month;
- when you make a claim;

and tell us if these details change.

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 benefit** and may result in an uninsured liability.
- **Employees** may not be covered or may have their benefits restricted where **medical information** is not provided.
- Payment of claims may be delayed if you do not provide the information we and the **trustees** ask for.
- We recommend that a lawyer considers the content of the **employees'** contracts for you in the light of this **scheme**, and any requirements you may have for offering the benefits to the **employees**.
- We usually guarantee the rate(s) for two years after the start of the **policy**. The **rate guarantee date** will be shown on the illustration.

The guarantee may not apply if:

- during the period of the **rate guarantee**, the sum insured upon which the illustration is based, changes by 25% or more
- the number of **employees** who are covered falls below three (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 **scheme**;
- there is a change to the:
 - benefit basis;
 - **eligibility**;
 - nature of business; or
 - companies included within the **scheme**.

Your questions answered

1 How does the policy work?

For new **policies**, we need a minimum of 100 **members** to be covered

- The policyholder will be;
 - For **Aviva Master Trust policies** – the **employer**; or
 - For all other **policies** – the **trustees**
- You can choose whether to insure all of the **employees** or a category only and select the **cease age**
- You decide the level of **core benefits** you will fund
- You decide the **flex benefit** options available to the **employees**
- You will need to have a suitable flexible benefits platform in place, in order to administer each **members'** benefit
- **Employers** normally pay the premium for the **default** and **flex benefits** to us. You are responsible for collecting any **flex benefit** premiums from the **employee** (for example through salary sacrifice) and paying them to us along with any other premiums due
- The cost is usually treated for tax purposes as an allowable business expense
- For **registered schemes**, premiums are not normally taxed as a benefit in kind for **employees**.
- For **excepted schemes**, premiums paid through salary sacrifice are normally taxed as a benefit in kind for **employees**.
- You provide us with the information we require to assess any claims.
- In the event of a claim, we will pay **lump sum benefits** as advised by the **trustees**. The **lump sum** is normally tax-free.

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

2.1 Who can be covered?

Employees with a contract of employment with a UK, Channel Islands or Isle of Man **employer** covered by the **policy** and who meet the **eligibility** and **actively at work** conditions. Details of **eligibility** and **actively at work** are in 2.3 and 2.6.

2.2 Can cover be provided for an employee who is not resident 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 outside of the UK, Channel Islands and the Isle of Man, provided that:

- they are working in one of the listed **standard territories** or any additional locations detailed in your **policy schedule**; and

- they still have a contract of employment with a UK, Channel Islands or Isle of Man **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 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 **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**.

Non-standard terms and conditions may apply for cover to **overseas members**.

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

2.3 What are the eligibility conditions?

The **eligibility** conditions will need to be agreed and should include:

- minimum and maximum entry ages
- any service qualification periods
- the categories of **employees** to be covered
- the date that new entrants can join the **scheme** (for example, immediately or at the next **anniversary date**).

Membership must be open to all **eligible employees** within a defined category or categories.

Eligibility conditions covering entry ages, entry dates and waiting periods must be the same for each **employee** within a defined category.

You will also need to choose (subject to our agreement):

- The levels of benefit. For example, you can provide four times salary as a **default benefit** and allow the **employee** to select **flex benefits** above this level subject to the chosen maximum benefit.
- The definition of salary to use. You may need to take into account bonuses, commissions and overtime if they form part of the **employees'** regular salaries.

Important Note

It is recommended that **employers** consult their own advisers to ensure that their proposed policy arrangement and **scheme** set up does not breach equality and discrimination laws.

2.4 Can different Group Life policies be linked?

It is possible to link different Aviva Registered Group Life, Excepted Group Life or Supplementary Relevant Life Policies taken out by the **employer** or parent/subsidiary of the **employer**. This will be for the purpose of sharing the **free cover limit** and premium rates and is subject to prior agreement by us.

2.5 When can members make changes to their flex benefits?

Members can change their level of benefit through **flex benefits** at a **qualifying period**. Increases will be subject to our **actively at work** conditions being met.

Cover and premiums due for a **member** who selects cover part-way through the month as a result of a **lifestyle event** or as a new joiner will commence from the first of the following month. Cover that ceases part way through the month will not be refunded.

2.6 What are our requirements to be 'actively at work'?

Employees must be **actively at work** to be covered under the **policy** on:

- the **start date**; or
- from their **scheme eligibility date** if they joined the **scheme** after the **start date**; or
- from the date an **employee's** benefit basis increases, such as through a switch in category or the category benefit basis changes.

If the **employee** is not **actively at work**, we will not offer cover until that person has made a full and active return to their normal occupation.

We will in most circumstances not require **members** of flexible benefit **schemes** to be **actively at work**, if immediately before the start of this **policy**, those **members'** benefits were covered by another insurer and we have been informed about any **long term absentees**, and also **members** who have been medically loaded, declined or had cover restricted or postponed.

This is provided there has been no break in cover or increases in benefit level. For these **schemes** we will also waive our **actively at work** conditions for any new **employees**.

However, **employees** must be **actively at work** to be covered under the **policy**:

- from the date an **employee's** benefit basis increases, such as increasing through **flex benefit**, a switch in category or the category benefit basis changes.

If the **employee** is not **actively at work**, then the increase in benefit will not be covered until the **employee** is next **actively at work**.

TUPE transfers and group employment transfers

In order to consider cover, we require the following information in respect of the **TUPE** or other group employment transfer membership;

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

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

2.7 What are the policy and category cease age options?

You choose the **policy/category cease age**, which can be **state pension age (SPA)** or any fixed age up to a maximum of 75. If the **cease age** is linked to a **SPA**, the **cease age** will be the **member's SPA**.

If the **cease age** is currently either **SPA** or a fixed age lower than 75, and you want to include **members** beyond the current **cease age** up to a maximum age of 75, then the **cease age** has to increase for the whole **policy** or applicable category.

2.8 When will cover stop for a member?

Cover will stop when a **member**;

- is no longer employed by the **employer** (including redundancy where there is no redundancy cover)
- is no longer eligible for the **scheme**;
- reaches the **cease age**; or
- moves **overseas** to a location not listed in our **standard territories** or any additional locations detailed in your **policy schedule**, unless otherwise agreed; or
- dies.

Cover will stop for all **members** when the **policy** is cancelled.

2.9 What types of cover are available?

Lump sum benefit

Cover can either be for a fixed amount, or a multiple of salary and is payable when a **member** dies.

You decide on the **core benefit**, **default benefit** and maximum benefit and the **flex benefit** increments that an **employee** can select.

This can vary from one category to another, and providing reinsurance can be arranged, there is no limit to the level of cover we can insure.

2.10 What happens if someone is temporarily absent?

Where a **member** is off work due to illness or injury, the cover can continue up to the **cease age** providing premiums continue and a contract of employment with a UK, Channel Islands or Isle of Man **employer** is maintained.

Where absence is due to any other reason (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 to be paid and a contract of employment with a UK, Channel Islands or Isle of Man **employer** is maintained.

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

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

2.11 What additional cover is available?

Redundancy

For all **policies**, if requested and accepted by us, we can cover all **members** or a category of **members** after redundancy for lump sum death benefits only:

- for up to two years after the **employee** has left the insured company; or
- until they find alternative employment, whichever is sooner.

The benefit covered will be the **default benefits** covered the day prior to redundancy unless otherwise agreed.

Early Retirement

For all **policies**, if requested and accepted by us, we can cover all **members** or a category of **members** during early retirement for lump sum death benefits only:

- from the day of their early retirement
- up to the **cease age** of the **policy**/category.

The benefit covered will be the **default benefits** covered the day prior to early retirement unless otherwise agreed.

3 How is the policy set up?

The policy is set up under a Discretionary Trust. You can choose one of the following options:

- use your own existing standalone Group Life Trust & Rules;
- create your own trust using Aviva's Standalone Trust & Rules document; or
- elect to join the Aviva Master Trust.

We recommend that you seek independent legal advice before deciding which option best suits your needs.

3.1 What do we need in order to provide an illustration?

To ensure the premium and illustration details can be confirmed before the **policy** starts, we need full details of **members**:

- name;
- gender;
- dates of birth;
- salaries;
- benefit basis/level;
- occupations;
- workplace postcode
- countries of residence (if outside the UK, Channel Islands and Isle of Man); and
- **overseas** business travel.

We will also need full details of any:

- **long term absentees**;
- previous medical underwriting decisions;
- previous scheme history; and
- previous claims history.

If any of these details or assumptions we have made differs from those on the illustration, the illustration may be revised or withdrawn.

3.2 What, in addition, do we need to complete the set up of the policy?

To complete the set up of the **policy**, we need:

- a fully completed Application Form;
- a deposit premium or direct debit mandate;
- a completed membership schedule, or confirmation that membership details shown in the illustration are correct;
- individual details of any **member** whose total benefits are above the **free cover limit** (shown on illustration);
- for **registered schemes** the **scheme** to be registered with HMRC under Part 4 of the Finance Act 2004. We can only accept cover after this has happened. Online registration is available at gov.uk/guidance/pension-administrators-register-a-scheme;
- for **registered schemes**, the existing or new HMRC Registration Number;
- for non-Aviva Master Trust **policies**; signed and dated **scheme rules** (incorporating the trust provisions). Existing **schemes** that transfer cover to Aviva may continue to use their existing trust and rules. It is the responsibility of the **trustees** to ensure that the rules are updated to reflect future changes. We will require a copy of the existing rules and trust for our file.
- for existing **schemes**, written confirmation from the previous Insurer that any **members** above the **free cover limit** have previously been underwritten, the amount underwritten, the medical underwriting decision and the date of acceptance.

We agree to start cover whilst this information is being provided. If you do not send us everything we need within 30 days of the start of cover, we reserve the right to cancel cover and we may not pay any claims that are made whilst cover was being agreed.

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

Cover up to the free cover limit

Policies will usually be offered a **free cover limit**. The **free cover limit** is the maximum amount of cover we can give without a **member** needing to give us **medical information**. This means that **medical information** may only be required for benefits above the **free cover limit**, provided that the person:

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

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

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

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

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

Members with loadings or restrictions as a result of previous medical underwriting decisions, will not benefit from any increase in the **free cover limit**.

Cover over the free cover limit

If a **member** wants a **lump sum benefit** above the **free cover limit**, they will need to provide us with information on their leisure activities, medical history and family history. We call the assessment of this information, medical underwriting.

We prefer to collect this information using our digital platform as it is faster and more convenient. A paper form or telephone interview is available on request.

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

We will assess all the **medical information** to decide if we can offer cover and if any medical underwriting decisions will apply.

If we decide to:

- apply a medical underwriting loading
- restrict total benefit; or
- decline/postpone cover;

these decisions made as a result of our medical underwriting will only apply to the increased total benefit that is above any applicable **free cover limit** or previously accepted benefit.

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

If our medical underwriting requirements are not met for a **member** who needs underwriting, their benefit will be restricted to the **free cover limit** (if any), or previously accepted benefit (if any), whichever is higher.

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

If you insure more than one group life assurance **policy** with us, unless we tell you otherwise, any medical underwriting decisions will continue to apply to the **member's** total cover under all the policies.

Members with loadings or restrictions as a result of previous medical underwriting decisions, will not benefit from any increase in the **free cover limit**.

3.4 If we have medically underwritten an employee, when will they next need to give us medical information?

Once Only

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

If we are unable to accept a **member** on a Once Only basis, we will write to you.

If a **member** has been underwritten on a Once Only basis and becomes **eligible** to switch to a different category, we reserve the right to medically underwrite them.

Once Only underwriting will only apply to increases in a **member's** salary and not where they have selected to increase their cover through **flex benefits**.

3.5 What are our terms if you're switching the insurance to us from another insurer?

For policies that are currently insured with another insurer and you wish to switch the policy to us on the same basis, we will not normally apply worse medical underwriting terms than those applied by the previous insurer.

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

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

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

Once Only

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

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

We will provide cover for full benefits (subject to the limits detailed in the next paragraph), excluding any **pre-existing conditions**, for a period of up to 180 days or until our medical underwriting decision is made if sooner. Cover will start from the date of joining the **scheme**, or the effective date of an increase in benefits.

Cover will be subject to;

- a maximum of £2m of benefit insured above the greater of the **free cover limit** or previously accepted benefit; except for;

Discretionary entrants, where cover will be subject to;

- a maximum of £1m of benefit insured.

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

- been declined by us or another insurer;
- been postponed by us or another insurer;
- been restricted by us or another insurer; or
- has not provided full **medical information**.

4 What premiums will be charged for the cover?

The premium calculated depends on several factors which include, but are not limited to, the:

- level of benefits insured;
- **eligibility** and entry conditions as shown in the **policy schedule**;
- age of **members**;
- gender split of the **members**;
- occupations of the **members**;
- locations of the workforce; and
- claims history if the **scheme** has been insured before.

All premium payments are to be made in pounds sterling.

4.1 How will premiums be calculated?

Default Benefit

Premiums will be calculated based on a **unit rate**. For lump sum benefit, this will be shown per £1,000 of benefit.

Flex Benefit

Unless otherwise agreed by us, benefits in excess of the **default benefit** will be calculated using the applicable **single premium flex benefit** premium rates. For lump sum benefit, this will usually be shown per £1,000 of benefit unless agreed otherwise.

Flex benefits rates are calculated based on the **members'** age at the beginning of each **policy year**. Premium rates generally increase with age.

When do changes in member's earnings take effect?

You can choose when changes in **members** salary take place where benefits are calculated based upon a **member's** salary. This can be either 'daily' or 'annual' and will be shown on your illustration or **policy schedule** under the 'salary increases' section.

If you have selected:

- 'daily' this means that any changes in **members** salary will be covered on the day their salary changed. This means that the premium will be calculated to reflect the amount and duration of the cover we actually provided. We will make a premium adjustment, either on a monthly basis or as part of the following **policy year's** renewal premium.
- 'annual' this means that any changes in **members** salary will only be covered at the start of the next **policy year**.

What happens if a member changes categories?

If, for example, a **member** is promoted and becomes **eligible** to change to a different category with a different benefit level we will cover them for the new benefit level immediately.

If the new category allows for 'daily' increases, we will also change the **members** salary at the same time.

If the category allows for 'annual' increases, we will not cover the increase in salary until the start of the next **policy year**.

4.2 Will there be any unexpected extra premiums?

We usually guarantee the rate(s) for two years after the start date of the **policy**. A new unit rate may apply at the **rate guarantee date**.

Additional premiums may be payable for **members** who have been medically underwritten because of their health or any hazardous pastimes. Any additional premium adjustments will be made, either on a monthly basis or at the **anniversary date**.

Terms and conditions

We can change the rates, and any other term or condition of the **policy**, if:

- during the period of the **rate guarantee**, the sum insured upon which the illustration is based, changes by 25% or more;
- the number of **employees** who are covered falls below three (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**.

We also reserve the right to change the terms and conditions at the **rate guarantee date**.

4.3 What commission is included in the premium?

Commission payments to your intermediary are usually a percentage of the premium. The 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 they receive an annual bonus based upon the overall performance of the Aviva group. Some members of our Distribution Team 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**, so 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, or annually by direct debit, or any other method agreed with us.

Where premiums are paid annually, we will charge a deposit premium based on the membership at the **start date** or **anniversary date**.

We will then record the accurate premiums based on the monthly data supplied, and produce a final account at the end of the **policy year** (unless otherwise agreed). We will then issue an invoice for any premiums due, or issue a refund for any over payment that has been made.

Alternatively, we can collect a variable premium based on accurate data provided to us on a monthly basis.

We will then record the accurate premiums based on the monthly data supplied, and produce a final account at the end of the **policy year** (unless otherwise agreed). We will then advise you of any additional premiums due before they are collected, or issue a refund for any over payment that has been made. We may also offer to offset against the following year.

5.1 What information is needed for accounting purposes?

Unless otherwise agreed with us, we will require full and accurate membership data to be sent to us in an electronic spreadsheet format every month and at each **anniversary date**. This should include:

- names;
- genders;
- dates of birth;
- salaries;
- **core benefits**;
- **flex benefits**;
- details of any **member** increasing or decreasing their level of benefit;
- dates of joining for any new **members**;
- date of leaving for any **members** who have left the **employer** or are leaving the **employer**;
- **policy** category (if more than one category is covered);
- occupations
- workplace postcodes
- any other relevant information such as **members** who are located **overseas**

6 How are claims made?

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

6.1 How are claims submitted?

For non-Aviva Master Trust **policies**, you can submit a claim by:

🌐 fully completing an on-line claim form at aviva.co.uk/grouplifeclaim.

or, for all **policies**, you can contact us by:

☎ call us on **0800 158 2714**

@ email us at grouplifeclaims@aviva.com

✉ or write to us at

Aviva Group Protection
PO Box 3240
Norwich
NR1 3ZF

We will then advise you what will happen next and what information we require.

Our opening hours are Monday to Friday, between 9.00am and 5.00pm. For your protection and ours, calls to and from Aviva may be recorded and/or monitored. Calls to 0800 numbers from UK landlines and mobiles are free of charge. Calls from outside the UK may be charged at international rates.

Please note

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

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

6.2 What might be needed to assess a claim?

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

We may also ask for:

- medical records of the **member**.
- any necessary employment records.
- a copy of any relevant authorisation showing who is empowered to sign for and act on behalf of the **employer** or, for non-Aviva Master Trust **policies**, the **trustees**.
- evidence of membership and earnings.
- evidence that a **lifestyle event** has taken place if the **member** has selected **flex benefits**.

6.3 To whom can payments be made?

Lump sum benefits can be paid to the **trustees** or a third party account. This includes bank accounts belonging to the beneficiary(s), company account, solicitors and client holding accounts. The account must be a UK bank account.

If you have any questions about making a claim you can contact us:

☎ call us on **0800 158 2714**

@ email us at grouplifeclaims@aviva.com

✉ or write to us at

Aviva Group Protection
PO Box 3240
Norwich
NR1 3ZF

Our opening hours are Monday to Friday, between 9.00am and 5.00pm. For your protection and ours, calls to and from Aviva may be recorded and/or monitored. Calls to 0800 numbers from UK landlines and mobiles are free of charge. Calls from outside the UK may be charged at international rates.

7 When will the policy be cancelled?

7.1 When can you cancel the policy?

There is no cooling off period and you may cancel the **policy** at any time.

Cover for all **benefits** under the **policy** will stop on the agreed date, and a premium will be due for the time on cover.

We will not backdate cancellations.

If you cancel the **policy** we will produce a final account based on the cover we provided up to the date you cancel the **policy**. We will pay you a refund if you have made any overpayments or request payment for any premiums due.

7.2 When can we cancel the policy?

We can cancel the **policy** if:

- you do not provide us with membership data, other information or documentation that we need to administer the **policy**; or
- you do not pay us when premiums are due; or
- the number of **members** covered falls below three.

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.

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

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

If we cancel the **policy** we will give you at least 30 days' notice.

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.

7.3 Does the policy have a surrender value?

There is no surrender value if the **policy** is cancelled.

7.4 What happens to premiums if the policy is cancelled mid-year?

If the **policy** is cancelled mid-year, we will produce a final account based on the cover we provided up to the date you cancel the **policy**. We will pay you a refund if you have made any overpayments or request payment for any premiums due.

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

All valid claims for **members** who died whilst the **policy** was in force with us (and premiums paid up to the cancellation date) will continue to be assessed subject to the criteria detailed in Sections 6.1, 6.2 and 6.3.

8 What is not covered?

All causes of death are covered under this **policy**. However, for **Excepted policies**, you may wish to exclude certain causes of death under the **policy** (for example, suicide), provided that it is applied to all **members**.

We may apply an **event limit**, **sub event limit**, and/or **travel limit** if there is an **event** that affects the **policy**.

If we have applied an **event limit**, **sub event limit**, and/or **travel limit** to your **policy** this will be shown in your illustration and **policy schedule**.

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?

An **employer** normally pays the whole premium for the **policy**. In this situation **HMRC** will generally agree to this being allowed as a business expense.

Employer's premiums are not normally treated as a 'benefit in kind' for **employees**.

For **excepted schemes**, premiums paid through salary sacrifice are normally taxed as a benefit in kind for **employees**.

9.2 What are the tax considerations for payment of benefits?

Lump sum benefits under Registered and Excepted Group life Insurance Schemes are usually paid tax-free by the **trustees**.

However, the beneficiaries may need to pay income tax if:

- the total tax free cash sums taken by the **member** from all registered pension schemes during their lifetime; plus
- any **lump sum benefits** paid on death under a **registered scheme**;

are in total, above the **member's Lump Sum & Death Benefit Allowance**. Any tax payable will be collected by **HMRC**.

However, under inheritance tax rules applicable to discretionary trusts, periodic and exit charges may apply for **Excepted policies**.

10 Is there a Continuation Option?

This option is not available under this product.

Further information

Please contact your usual financial adviser in the first instance or contact us:

 call us on **0800 051 2541**

 email us at **flex@aviva.com**

 or write to us at

**Aviva Group Protection
PO Box 3240
Norwich
NR1 3ZF**

However, if you feel it is specific advice that you need, we recommend that you speak to a financial adviser.

If you do not have a financial adviser, one can be found at **unbiased.co.uk**.

Our opening hours are Monday to Friday, between 9.00am and 5.00pm. For your protection and ours, calls to and from Aviva may be recorded and/or monitored. Calls to 0800 numbers from UK landlines and mobiles are free of charge. Calls from outside the UK may be charged at international rates.

Third Party Rights

Only we and the trustees 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 termination.

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 **fscs.org.uk** or telephone **0800 678 1100**.

Currency and jurisdiction

The policies are issued in England and subject to English Law.

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

Insurer

The Registered Group Life Insurance Policies are underwritten by

Aviva Life & Pensions UK Limited.

Aviva Life & Pensions UK Limited is a company registered in the United Kingdom.

The Head Office of Aviva Life & Pensions UK Limited is **Aviva, Wellington Row, York, YO90 1WR, United Kingdom**.

Aviva Life & 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.

 call us on **0800 158 2714**

 email us at **gpcomplaints@aviva.com**

 or write to us at

**Aviva Group Protection Complaints
PO Box 3240
Norwich
NR1 3ZF**

Our opening hours are Monday to Friday, between 9.00am and 5.00pm. For your protection and ours, calls to and from Aviva may be recorded and/or monitored. Calls to 0800 numbers from UK landlines and mobiles are free of charge. Calls from outside the UK may be charged at international rates.

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**

 **0800 0234567**

 **complaint.info@financial-ombudsman.org.uk**

 **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.

Solvency 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: aviva.com/investor-relations/institutional-investors/regulatory-returns/

Data Protection

Aviva Life and Pensions UK Limited is the controller responsible for processing any personal data (which includes special categories of data) you provide us in connection with the **policy**.

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 as a separate controller comply with your responsibilities under applicable data protection law and ensure that appropriate information and transparency has been provided to data subjects to explain how their information will be processed and shared with us. If we need to obtain personal data directly from anyone covered under the policy, we will contact them and if necessary obtain their prior consent before collecting and using their information.

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

Our Group Protection Privacy Policy is available at 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 data, please contact our Data Protection Officer by writing to them at **The Data Protection Team, Aviva, PO Box 7684, Pitheavlis, Perth PH2 1JR**.

You have certain data rights in relation to your personal data, including a right to access personal data, a right to correct inaccurate personal data and a right to erase or suspend our use of your personal data. These rights may also include a right to transfer your personal data to another organisation, a right to object to our use of your personal data, a right to withdraw consent and a right to complain to the data protection regulator. These rights may only apply in certain circumstances and are subject to certain exemptions. You can find out more about these rights in the “Data Rights” section of our Group Protection Privacy Policy or by contacting us at dataprt@aviva.com.

Definitions

Throughout this document certain words are shown in **bold** type. These are defined terms and have specific meanings when used in this document.

We've set out the meanings of these words below.

Actively at work

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

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

Anniversary date

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

Aviva Master Trust

The Aviva Registered & Excepted Benefits Group Life Insurance Trusts, are over-arching trusts administered by an independent trustee company, ZEDRA Governance Ltd. The **employer** can elect to choose this option if they do not wish to set up a separate standalone trust.

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** 75th birthday.

Core benefit

The minimum amount of benefit provided by the employer for each **member** covered under the **policy**.

Default benefit

The level of benefit that a **member** will receive on joining the **scheme**.

Discretionary entrant

An **employee** who needs cover, but has joined the **scheme**:

- before the date they are first **eligible** to join
- 12 months or any time after 12 months they are first **eligible** to join, if their benefit (including any lump sum equivalent of a dependant's death in service pension) is above £250,000 or they were not **actively at work** on the date they want to join the **policy**; or
- who do not fulfil the **eligibility** criteria for the **policy**.

Please note that early entrants will be treated as **eligible employees** once they have been employed for the required time.

For auto-enrolment

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

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

Eligible/Eligibility

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

Employee

A person employed by the **employer** who is covered under the **policy**.

Employer

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

Event

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

Event limit

A monetary limit that applies to the total value of claims that can be made following an **event**.

Where an event limit is applied it will be shown and detailed in the **policy schedule**.

Excepted group life policy conditions

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

These conditions can be summarised as;

Condition 1 – The policy provides a capital sum in the event of a death of each of the insured individuals before an age not greater than 75 years.

Condition 2 – The policy must have benefits based on the same method of calculation for all members.

Condition 3 – The policy must not have, or be capable of having, a surrender value.

Condition 4 – The policy is not permitted to provide benefits other than those described in Conditions 1 or 3.

Condition 5 – Benefits from the policy can only be paid to an individual or charity. Benefits can be paid to them through a trust.

Condition 6 – The policy cannot be used as a business protection arrangement.

Condition 7 – Securing a tax advantage cannot be a main purpose of the policy.

Excepted Schemes/Policies

A Relevant Life policy/policies that meet the **Excepted group life policy conditions**.

Flex benefits

The benefit selected as a result of a **member** increasing or decreasing their benefit levels at a **qualifying period**.

A **member** may increase their benefit level one step at a time but reduce it any number of steps, subject to their benefit not reducing below the **core benefit**. The benefit steps will be detailed in the illustration.

Benefit level increases are limited to two per policy year;

- one at the **anniversary date**,
- one within two months following a **lifestyle event** taking place.

Free cover limit

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

HMRC

His Majesty's Revenue and Customs.

Lifestyle event

A qualifying **event** allowing a **member** to increase their **flex benefits** level. The lifestyle events are detailed in the **policy schedule**.

Long term absentee

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

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 illustration and **policy schedule**.

Lump Sum & Death Benefit Allowance (LSDBA)

The threshold, above which tax free cash sums under **Registered Schemes** become subject to income tax charged at the beneficiary's marginal rate.

Medical Information

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

Member

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

Overseas

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

Policy

The Aviva Group Life flexible benefits **policy** (including the **policy schedule** together with any endorsements) which covers the **policy** benefits and forms the contract between you and us.

Policy schedule

The current schedule (as issued from time to time) stating details of the **employer**, cover provided by the **policy** and any non-standard terms agreed with us

Policy year

The period between:

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

Pre-existing condition

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

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

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

Qualifying period

- The **start date** or scheme **eligibility date** or;
- the **policy anniversary date** or;
- within two months following a qualifying **lifestyle event** which are shown on the **policy schedule**

Rate guarantee/Rate Guarantee date

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

Registered scheme

An occupational pension scheme set up under discretionary trust (including a stand alone life assurance trust) that is registered with **HMRC** in accordance with Chapter 2 of Part 4 of the Finance Act 2004.

Scheme

The Registered or Excepted Scheme named as the scheme in the **policy schedule**.

Scheme administrator

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

Scheme eligibility date

The earliest date a **member** is **eligible** to join the **scheme**.

Scheme rules

The rules of the **scheme**.

Single premium

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

Standard Territories

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

Start date

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

State Pension Age

The earliest age at which the **member** or former **employee** is entitled to receive their State pension.

The maximum age that we will provide cover to is 75, even if the State Pension Age is higher than this.

The **cease age** selected for each category will be shown in the **policy schedule**.

Sub Event Limit

A monetary limit that applies to the total value of claims that can be made following an **event**, which impacts **members** traveling to and from or located at a specified location. The **sub event limit** is included within the overall **event limit** and is not in addition to it.

Travel Limit

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

Trustees

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

TUPE

Transfer of Undertakings (Protection of Employment) Regulations 2006.

Unit Rate


The rate of premium specified in the **policy schedule** as the unit rate as changed from time to time being;


- the amount payable for every £1000 of lump sum benefit


covered under the policy.

Need this in a different format?

Please get in touch if you'd prefer this document (**GR01303 10/2024**) in large print, braille or as audio.

 0800 051 2541

 flex@aviva.com

 Aviva.co.uk

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Aviva Life & Pensions UK Limited.

Registered in England No 3253947. Aviva Wellington Row, York, YO90 1WR. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 185896.

aviva.co.uk