

# Group Income Protection

Policy Wording

GR02416 - 10/2024

This policy is intended for schemes with  
three or more members.

# Welcome to Group Protection from Aviva

## Keep this document safe

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

This policy wording, along with the policy schedule, sets out details of the cover we have agreed to provide to you and should be read together. **It is evidence of a legal contract between you and us. Keep this document safe.**

You may need to refer to these documents in the future if you need to make a claim.

## Getting it right

Some terms of the policy depend upon the information provided by you. Failing to disclose information, giving false information, or failing to tell us where any facts have changed since they were provided where done deliberately or recklessly gives us the right to cancel the policy.

If the information was given carelessly or the failure to disclose the information was careless, then we will have the right to amend the policy to be consistent with what the terms should have been based on the correct information (or cancel the policy if we would not have offered any terms for the policy applied for).

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

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

## 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 **[groupprotection@aviva.com](mailto:groupprotection@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](mailto: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 claims are made' section in this document first, then either:

-  complete our **[online claim form](#)**
-  call us on **0800 142 2377**
-  email us at **[groupipclaims@aviva.com](mailto:groupipclaims@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** named in the **policy schedule**.

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

## 1 What benefits are covered

The **policy schedule** will show which benefits and the level of benefits you have chosen to provide for **members**.

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

## 2 What benefits are payable

### 2.1 Total incapacity

We will pay the **total benefit** for **incapacity** after the **deferred period** if:

- immediately before the start of the **deferred period** the **member** was **actively at work**; and
- after the start of the **deferred period**, the **member** is not following any **other occupation**.

### 2.2 Partial incapacity

We will pay a proportion of the **total benefit** for **incapacity** after the **deferred period** if immediately before the start of the **deferred period** the **member** was **actively at work** and after the start of the **deferred period** the **member** is either:

- following their **job role** on a part time basis or reduced basis; or
- following any **other occupation**;

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

### 2.3 Lump sum

The **policy schedule** will show if a lump sum is covered.

We will pay the lump sum if at the end of the **limited payment term** if the **employee** continues to meet the definition of **incapacity**.

Where a lump sum is insured with a two year **limited payment term**, a 'suited' definition of **incapacity** will need to be met for a lump sum to be payable. Please see '**incapacity**' in the definitions section.

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

We will not pay a lump sum to **employees** whose cover is extended beyond the **cease age**.

## 3 How much benefit is payable

The **policy** is designed to ensure that **members** do not receive a greater income than they received when working.

We will not refund any premiums if we reduce benefits that are above the maximums stated in this section.

### 3.1 Total incapacity

For total incapacity (please see section '2.1 Total incapacity') we will pay the **total benefit**.

**Total benefit** includes **income benefit** which is covered as standard. The **policy schedule** will show if any of the other benefits listed are covered and the level of benefits you have chosen to insure for **members**.

To calculate the **total benefit** when it is first paid, we will use the **member's earnings** as at the start of the **deferred period**.

We will calculate the benefits payable as described in the **policy schedule** subject to the following benefit limitations.

#### 3.1.1 Income benefit

The maximum amount of **income benefit** we will pay will be the lesser of the **income benefit** limit shown on the **policy schedule**, or:

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

If the **income benefit** shown in the **policy schedule** includes a deduction of a fixed monetary value, the Employment and Support Allowance (ESA) or the Long-Term Incapacity Allowance (LTIA), this will be deducted after the percentage of **earnings** has been calculated.

For ESA this will be the gross level of base employment and support allowance whether payable or not.

For LTIA this will be the gross level of the LTIA whether payable or not.

In the event of **incapacity**, we will use the fixed monetary value, the ESA or the LTIA as at the start of the **deferred period**. This means that there will not be any change to the fixed monetary value, the ESA or the LTIA during the **deferred period** and for claims in payment.

Other benefits that we will deduct in order to calculate the maximum **income benefit** include:

- continuing income from an employer (such as occupational sick pay)
- continuing income from a partnership

- regular income from other insurance policies (unless the maximum benefit payment period of those policies is two years or less) including:
  - income protection/permanent health insurance
  - mortgage payment protection
  - loan protection.

### 3.1.2 Employee pension contributions

The pension contributions we will pay when combined with **income benefit** and other benefits described in section '3.1.1 Income benefit' cannot exceed the lesser of the income benefit limit shown on the **policy schedule**, or 80% of the **employee's gross taxable earnings**.

Where **employee** pension contributions are covered and the above maximums are exceeded, the **employee** pension contributions will be reduced first.

### 3.1.3 Employer pension contributions

**Employer** pension contributions will be paid as described in the **policy schedule** subject to a maximum annual amount of £75,000.

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

### 3.1.4 Employer supplementary benefits

Other supplementary benefits that you continue to pay to an **incapacitated employee**, will be paid as described in the **policy schedule**. When combined with **employer** pension contributions the overall maximum annual amount payable will not exceed £75,000.

### 3.1.5 Employer National Insurance contributions or Social Security contributions

**Employer** National Insurance contributions or **employer** Social Security contributions will be calculated based on **income benefit**, using the rate applicable at the start of the **deferred period**.

## 3.2 Partial incapacity

For partial incapacity (please see section '2.2 Partial incapacity') we will pay a proportion of the **total benefit** payable for total incapacity (please see section '2.1 Total incapacity').

The proportion of **total benefit** paid will be the same as the proportionate reduction in the **member's earnings**. For example, if the **employee's earnings** have reduced by 70%, we will pay 70% of the **total benefit**.

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

We will not reduce the **total benefit** paid during the period of partial incapacity due to increases in **member's earnings**, as long as those increases are not higher than the increase in the **retail price index**.

If the **income benefit** described in the **policy schedule** includes a fixed deduction, we will pay the lesser of:

- the proportion of the **total benefit** payable for total incapacity without the fixed deduction included in the calculation; or
- the **total benefit** payable for total incapacity (please see section '2.1 Total incapacity').

## 3.3 Lump sum

The **policy schedule** will show if a lump sum is covered.

We will pay the lump sum as described in the **policy schedule** subject to the following limitations.

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

If the lump sum is calculated as a multiple of the **income benefit** we will use the last full month's **income benefit** paid prior to the date the lump sum is due to calculate the lump sum.

If the **employee** was in receipt of a proportion of the **total benefit** payable for total incapacity (please see section '2.2 Partial incapacity') at the date the lump sum is due, we will reduce the lump sum payable by the same proportion. For example, if the **employee's** last proportionate payment was 70% of the **total benefit**, we will pay 70% of the lump sum.

The lump sum paid will not be more than the last full month's **income benefit** paid prior to the date the lump sum is due, multiplied by the number of complete months left until the **cease age**.

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

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

## 4 How long benefits are paid for

We will pay **total benefit** at the end of each full month, or at the end of **incapacity** if earlier. A proportionate amount will be paid for any periods of **incapacity** which last less than one month.

We will pay **total benefit** until:

- the end of **incapacity**
- the **limited payment term** is completed
- the **member** reaches the **cease age**
- the **member** leaves service (unless you have chosen a pay direct **policy** or unless we have agreed to pay a claim directly under a conventional **policy**. Please see section '10.9 Payments direct to a member')
- the **member** is remanded in custody (**total benefit** will be retrospectively paid if the **member** is not convicted of the offence) or receives a custodial sentence
- we are unable to obtain the medical evidence of continued **incapacity** which we need
- the **member** is no longer eligible for **total benefit** or ceases to be a **member**

- the **member** reaches the end of the fixed term contract in place as at the start of the **deferred period**; or
  - the **member** dies;
- whichever is sooner.

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

## 5 Who is covered

**Employees** with a current UK, Channel Islands or Isle of Man contract of employment or **equity partners** with an **employer** will be covered up to the **free cover limit** provided that they have:

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

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

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

they will be deemed **actively at work** once they meet the **actively at work** definition for one whole day, except for;

- previously uninsured single premium policies. If a **member** is not **actively at work** on the working day prior to the **start date** of the **policy**, they will be deemed **actively at work** once they meet the **actively at work** definition for five consecutive whole days.

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

### 5.1 When cover starts

**Members** will be covered under this **policy**:

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

You need to tell us about any new entrants during the **policy year**, who have met the **eligibility** conditions and their **total benefit** is above the **free cover limit**.

### 5.2 When medical underwriting is required

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

### Cover up to the free cover limit

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

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

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

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

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**
- existing **members** if their **total benefit** is increased.

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

**Members** with loadings, exclusions 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 cover above the **free cover limit**, they will need to provide us with medical information.

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

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

If we decide to:

- apply a medical underwriting loading
- apply any exclusions
- 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**.

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

### 5.3 When medical information is required for a previously medically underwritten employee or equity partner

#### Single Premium Policies – Forward Underwriting

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

- at ordinary rates; or
- with a medical underwriting loading;

they won't normally need to give us more **medical information** until the accumulated increases in **total benefit** exceed £20,000 from when they were last underwritten by us.

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

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

#### Unit Rate Policies – Once Only

In most circumstances, **members** will only be medically underwritten once. Our policy of only medically underwriting once can apply even if a medical underwriting loading or exclusion has been applied to individual **members**. Once medical underwriting has been concluded we will tell you if cover is provided and whether or not 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.

### 5.4 Switching the insurance to us from another insurer

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

We will require confirmation from the previous insurer on all previously medically underwritten **members** of the amount underwritten, the medical underwriting decision and the date of acceptance including whether or not any Forward Underwriting or Once Only terms were applied.

**Members** with loadings, exclusions 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.

#### Single Premium Policies – Forward Underwriting

If a **member** was accepted by the previous insurer on a Forward Underwriting basis, we will provide cover on our Forward Underwriting basis for increases in **total benefit**.

This means **members** won't need to give us medical evidence for an increase in **total benefit** until the total of their increases are more than our Forward Underwriting bar.

If a **member** was accepted by the previous insurer on a Once Only (or equivalent) basis, we will provide cover on our Once Only terms for increases in **total benefit**.

For all other **members**;

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

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

#### Unit Rate Policies – Once Only

If a **member** was accepted by the previous insurer on a Once Only (or equivalent) basis, we will provide cover on our Once Only terms for benefit increases.

### 5.5 Temporary Cover

When reviewing **medical information** for **members**, we will provide temporary cover for their **total benefit** for **incapacity** that starts before the earlier of:

- 180 days from the date they join the **policy** or the effective date of an increase in **total benefit**; or
- the date our medical underwriting decision is made.

The temporary cover will exclude any claim made as a result of a **pre-existing condition**.

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

- declined by us or another insurer
- postponed by us or another insurer
- restricted by us or another insurer
- who has had exclusions applied by us or another insurer; or
- who has previously not provided full **medical information** to us or another insurer.

If we decide to:

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

the decisions made as a result of our medical underwriting will only apply when a claim under temporary cover has ended.

## 5.6 Actively at work requirements

**Members** must be **actively at work** in addition to the other **eligibility** conditions, before they are covered under the **policy**.

They must be **actively at work**:

- at the start of the **policy**, the working day prior to the **start date**; or
- for joiners after the **start date**, at the date when **eligible** to be admitted to the **policy**; or
- for increases in **total benefit**, at the date when **eligible** for the increase.

If the **member** is not **actively at work**, we will not provide cover until they meet the **actively at work** definition.

## 5.7 Discretionary Entrants

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

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

## 5.8 TUPE transfers and group employment transfers

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

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

- any **member** who is located **overseas**
- any **member** who has had all or part of their **total benefit** loaded, excluded, restricted, postponed, declined or accepted at non-standard terms under a previous **policy**; and
- any **member** who has been underwritten (even at ordinary rates) and had a Forward Underwriting bar or Once Only terms applied.

Our **actively at work** conditions will apply.

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

## 5.9 Temporary Absence Cover

We will maintain cover for a **member** during a period of agreed temporary absence from work for maternity, paternity, shared parental leave, adoption leave or a sabbatical, if:

- the **member** has requested the absence from work
- you have approved the absence from work
- the length of the absence is no longer than 12 months
- for **employees** a contract of employment with a UK, Channel Islands or Isle of Man company is maintained; or

- for **equity partners** they continue to participate in your partnership business (as evidenced by a partnership deed or contract)
- the **member** has a right to return to the same job for which they were employed or engaged when their absence ends
- the **member** is included in the membership data whenever it is provided; and
- you continue to pay premiums in respect of such **members**.

If you need to make a claim for any such **member**, the **deferred period** will start from the date of **incapacity**, and claim payments will start from either the end of the **deferred period** or the agreed return to work date, whichever is later.

In the case of a sabbatical we will calculate the **total benefit** based on the **member's earnings** at the start of the agreed temporary absence.

## 5.10 Overseas cover

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.

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

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

- they are working overseas in one of the listed **standard territories** or any additional locations detailed in your **policy schedule**
- if an **employee** they still have a UK, Channel Islands or Isle of Man contract of employment with the **employer**; or
- if an **equity partner** they still participate in your partnership business (as evidenced by a partnership deed or contract)
- the premium to cover **members** based **overseas** is paid in sterling by you; and
- they are still **eligible** for cover under the **policy**.

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

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.

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

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

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

The tax treatment of any claim 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**.

## 6 Extended Cover

If you have chosen to provide Extended Cover for all **eligible employees** who work beyond the **policy cease age**, up to a maximum age of 70, you will need to confirm at the **rate guarantee date** that the Extended Cover is compulsory for all **eligible employees**.

A separate category for the **eligible employee(s)** being provided with Extended Cover will be shown in your **policy schedule**.

An **eligible employee** who meets the **policy eligibility** criteria will transfer to the separate Extended Cover category when they:

- reach their current category **cease age**
- are **actively at work**; and
- have not been absent from work due to **incapacity** for five or more consecutive working days in the previous three months.

If an **employee** is not **actively at work** when they reach their current category **cease age**, unless agreed and confirmed in writing by us, they will be deemed **actively at work** once they meet the **actively at work** definition for an uninterrupted period of 20 working days. Only then will they transfer to the separate Extended Cover category.

We believe the provision of Extended Cover could increase the possibility of potential discrimination issues and we will not take responsibility for any such issues. You should seek your own independent advice if you wish to continue to provide cover for any **members** where the **policy/** category **cease age** is different to **State Pension Age** or **Dynamic State Pension Age**.

## 7 When cover ceases

We will stop covering **members** when:

- they are no longer **eligible** for the **policy**
- they are no longer employed by the **employer** or if an **equity partner**, leaves the partnership
- they move **overseas** to a location not listed in our **standard territories** or any additional locations detailed in your **policy schedule**, unless otherwise agreed
- they reach the **cease age**

- they receive a lump sum benefit (if selected) at the end of a **limited payment term**
- premiums have not been paid when they are due or by such time as has been agreed with us
- the **policy** is cancelled; or
- they die;

whichever happens first.

## 8 Calculation of premiums

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

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

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

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

### Single premium basis

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

### Unit rate basis

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

### 8.1 What information is needed to calculate your premiums

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

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

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

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

### 8.2 Waiver of premium

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

### 8.3 When premium rates are reviewed

- a. We reserve the right (in line with reasonable underwriting practice) to vary or amend the premium and terms offered or cancel the **policy** at any time in respect of all **members** if:
  - there is a change in the nature of your business or any other organisation that is participating in the **policy**
  - during the period of the **rate guarantee**, the total salary roll or **total benefit** roll upon which the illustration is based changes by 25% (50% of the **total benefit** roll for **single premium policies**) or more; or
  - there is a change to the benefit basis of the **policy** and/or **eligibility** of the **policy**.
- b. We may change the terms to respond, in a proportionate manner, to changes in taxation, the law or interpretation of the law, decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice with which we intend to comply.
- c. Failing to disclose information, giving false information or failing to tell us where any facts have changed since they were provided where done carelessly or where the failure to disclose the information was careless, gives us the right to amend the **policy** to be consistent with what the terms should have been based on the correct information (or cancel the **policy** if we would not have offered any terms for the **policy** applied for).

## 9 Policy changes and cancellation

### 9.1 What we need to know

You need to inform us immediately if:

- there is a change to the benefit basis of the **policy** and/or **eligibility** of the **policy**
- there is a change in the nature of an **employer's** business or any other organisation that is participating in the **policy**
- there are any changes to the **employer**
- a **TUPE** or group employment transfer takes place (either into or out of the **policy**)
- the business location of an **employer** or group of **members** changes
- any **member's** occupation changes to an occupation not already covered under this **policy**
- any **member** moves **overseas** to a location which is not listed in our **standard territories** or any additional locations detailed in your **policy schedule**
- during the period of the **rate guarantee**, the total salary roll or **total benefit** roll upon which the illustration is based changes by 25% (50% of the **total benefit** roll for **single premium policies**) or more; or
- you want to cancel the **policy**.

### 9.2 When a change can be made by you

Requests to change the **policy** can be made at any time. We will need to be informed in writing prior to the date you wish to alter the **policy**. We will then inform you of any information we need. We will write to inform you of our

agreement (or reason for declining) to the change and the date from which it is effective.

### 9.3 When we can make changes to the policy

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

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

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

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

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

### Sanction Checking

In order for us to help manage our exposure to the risk of financial crime, we will, from time to time, undertake a sanction check of the company, its directors, its ultimate parent company and its ultimate beneficial owner, 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 will reserve the right to cancel or amend the **policy** as appropriate.

### 9.4 When you can cancel the policy

There is no cooling off period and you may cancel the **policy** at any time for any reason by giving us written notification.

We will not backdate cancellations.

### 9.5 When we can cancel the policy

- a. 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**
  - you do not pay us when premiums are due
  - the number of **members** covered falls below three
  - there is a change in the nature of your business or any other organisation that is participating in the **policy**

- the business **location** of an **employer** or group of **members** changes; or
  - 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.
- b. We may at any time (and retrospectively where appropriate) cancel the **policy** or cover in respect of a **member**, reclaim benefits paid in respect of a **member's claim**, or apply different terms in line with reasonable underwriting and insurance practice if a **member** or you have at any time:
- deliberately or recklessly failed to disclose information to us, given false information to us or failed to tell us where any facts have changed since they were provided
  - defrauded/attempted to defraud us
  - agreed to any attempt by someone else to defraud us
  - failed to observe the terms and conditions of this **policy**.
- c. 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 owner, 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 will reserve the right to cancel or amend the **policy** as appropriate.

## 9.6 What happens when the policy is cancelled by you

When the **policy** is cancelled by you:

- all claims in payment at that time will continue in line with the terms and conditions of the **policy**
- new claims will be considered, as long as **incapacity** started before the date the **policy** was cancelled and that all premiums due were paid up to that date
- cover for all benefits under the **policy** will stop on the date you cancelled the **policy**
- we will produce a final account based on the cover we provided up to the date you cancelled the **policy**. We will pay you a refund if you have made any overpayments or request payment for any premiums due.

If you move the policy to another insurer without any break in cover, with the same benefit and eligibility conditions that were insured by us, we will apply the following to linked claims:

- If the **member** meets the new insurer's 'actively at work' requirement (and so becomes covered under the new policy) we will pay **total benefit** for a linked claim until the end of the deferred period under the new insurer's policy. From then on, the new insurer will be responsible for the claim under the terms of its own policy.
- If we consider that the **member** meets the new insurer's 'actively at work' requirement, but the new insurer does not agree to provide cover under the new

- policy we will not be responsible for the claim and the **total benefit** will no longer be payable by us.
- If we consider that the **member** does not meet the new insurer's 'actively at work' requirement (so would not be covered under the new policy), then we will continue to be responsible for the claim until such time as the **total benefit** is no longer payable under the terms and conditions of our **policy**, or the **member** is included in the new insurer's policy.

## 9.7 What happens when the policy is cancelled by us

If the **policy** is cancelled by us for any reason as detailed in section 9.5a:

- we will give you at least 30 days' notice
- all claims in payment at that time will continue in line with the terms and conditions of the **policy**
- new claims will be considered, as long as **incapacity** started before the date the **policy** was cancelled and that all premiums due were paid up to that date
- cover for all benefits under the **policy** will stop on the date we cancelled the **policy**; and
- we will produce a final account based on the cover we provided up to the date we cancelled the **policy**. We will pay you a refund if you have made any overpayments or request payment for any premiums due.

If the **policy** is cancelled by us for any reason as detailed in section 9.5b or 9.5c:

- cover for all benefits under the **policy** will stop on the date we cancelled the **policy**
- we will produce a final account based on the cover we provided up to the date the **policy** was cancelled; and
- we may reclaim benefits paid in respect of a **member's claim**, or apply different terms in line with reasonable underwriting and insurance practice.

## 9.8 Surrender value

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

## 10 Claims

Please note, if you have a pay direct **policy** (this will be shown in your **policy schedule**), where there are clear differences between the pay direct and our conventional policies, we have highlighted these in the relevant sections below.

### 10.1 How claims are made

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

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

Payment of a claim may be affected if you do not tell us within these time limits and;

- due to the delay in notification we are unable to confirm **incapacity**; or

- if our ability to provide assistance or rehabilitation to support a return to work has been compromised.

This could mean that benefits are delayed or not paid at all.

If you do not tell us about a claim within six months of the end of the **deferred period** we will have no obligation to pay benefit. However, we may consider claims you tell us about after this timescale.

For when benefits are payable, please see section 3 for details.

## 10.2 What information is needed to make a claim

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

Apart from **medical information** requested by us, either you or the **member** (or their power of attorney) will pay for all certificates, information and evidence that we reasonably require.

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

We may need reasonable evidence of income and we will let you know if we do.

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

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

The **member** must take whatever reasonable steps are necessary to assist their recovery and to be eligible to receive any benefit from us, the **member** must:

- participate in any treatment or rehabilitation programme proposed by a **medical practitioner**, unless **medical information** proves that they are unable to do so
- meet and work with any rehabilitation specialists and/or advisers appointed by us; and
- sign any consent forms requested by us that allows the **member** to participate in any treatment or rehabilitation programme to assist their recovery.

Failure to participate in any treatment or rehabilitation programme may mean that we will not pay any benefit.

## 10.3 Medical supervision

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

## 10.4 How claims are submitted

If you need to submit a claim, please either:

- 📞 call us on **0800 142 2377**
- @ email us at **groupipclaims@aviva.com**
- 🌐 complete our **online claim form**
- ✉ 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.

## 10.5 How a claim is paid

### Conventional policies

We will normally pay the **total benefit** (and any lump sum, if selected) under this **policy** to the **policyholder**. For details of when **income benefit** may be paid to the **member** instead of to the **policyholder** please see section '10.9 Payments direct to a member'.

### Pay direct policies

If you have a pay direct **policy** (this will be shown in your **policy schedule**), we can:

- pay the **total benefit** to the **policyholder**; or
- pay the **income benefit** to the **employee**.

All payments for both conventional and pay direct **policies** will be made in pounds sterling.

## 10.6 Escalation of claim payment

If you have chosen to increase claims in payment this will be shown in your **policy schedule** under 'escalation'.

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

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

### Where a lump sum is insured

If **income benefit** is used to calculate the lump sum, an additional year's escalation will be applied to the **income benefit** at the end of the **limited payment term**.

If **earnings** are used to calculate the lump sum, the **earnings** used will be the pre-incapacity **earnings** escalated at the rate stated in the **policy schedule** for each whole year of benefit payment.

## 10.7 Linked claims

Linked claims are not applicable where a lump sum has been paid.

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

- the same cause of **incapacity**; or
- a different cause of **incapacity** (lasting at least 30 consecutive days)

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

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

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

The Terms and Conditions that applied at the date of **incapacity** for the original claim will apply for any linked claims.

For **limited payment terms** we will only link the claim if the **member** suffers from the same cause of **incapacity**.

## 10.8 Linked periods of absence

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

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

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

For the purposes of calculating the **total benefit** (where there are separate periods of **incapacity**), the **earnings** that applied at the date of the first period of **incapacity** included in the calculation of the **deferred period** will be used.

## 10.9 Payments direct to a member

### Conventional policies

- a. Where the **policyholder** stops trading (due to insolvency or otherwise) and we are currently making claim payments to the **policyholder**, we will consider making **income benefit** payments direct to **employees** who are in claim. This is not a contractual right and we are under no contractual obligation to agree to such a request.
- b. Where the **policyholder** removes an **employee** from its payroll, we will consider paying **income benefit** to the **employee** where the **policyholder** has requested us to do so before the **employee's** contract of employment has ended. This is not a contractual right and we are under no contractual obligation to agree to such a request.

- c. Where we have agreed to pay **income benefits** directly to an **employee** this will be subject to:
  - agreement between the **policyholder**, **employee** and us at that time;
  - obtaining consents and further documentation as we may reasonably require; and
  - taxation rules at the time of payment.
- d. Where we pay the **income benefit** to an **employee** directly, and the definition of **incapacity** is 'own' occupation, this will change to the 'suited' occupation definition (please see '**incapacity**' in the definitions section).
- e. Where we pay **income benefit** directly to an **employee**, any pension contributions (including cash in lieu of pension), supplementary and National Insurance benefits or Social Security benefits will stop.
- f. We will not pay a lump sum at the end of the **limited payment term** where we have been paying the **income benefit** directly to an **employee**.
- g. Linked Claims (please see section '10.7 Linked Claims') will not apply where we have been paying the **income benefit** directly to an **employee** or where an **equity partner** has left the partnership.
- h. Where we pay **income benefit** directly to an **employee**, we will not pay any benefit due for an **employee** to the **policyholder**.
- i. Due to the tax treatment of **income benefit** which is paid direct, entitlement to ESA or LTIA benefits may be affected. In the event that entitlement is reduced, we will not adjust the **income benefit** that we are paying to the **member**.
- j. **Income benefit** which is paid direct to an **employee** will be reduced by the basic rate of tax applicable in England in Wales. The actual amount of tax payable on the benefit will depend on the **employee's** personal circumstances and this should be remedied with HM Revenue and Customs directly.  
Some **employees** will be liable for higher rate income tax, and this will be assessed through their personal annual tax assessment.

- k. Where the **policyholder** removes an **equity partner** from its partnership after **incapacity**, we will continue to pay **income benefit** to the **equity partner** immediately after their removal from the partnership. Where the **equity partner** triggered their notice to leave the partnership before **incapacity**, we will pay **income benefit** up until the date that the **equity partner** was due to be removed from the partnership.

### Pay direct policies

- a. Where the **policyholder** stops trading (due to insolvency or otherwise) and we are currently making claim payments to the **policyholder**, if you ask us to, we will make continued **income benefit** payments direct to the **employees** who are in claim.
- b. So that we can continue to pay **income benefit** directly, we will require the completion of further consents and declarations by the **policyholder** and **employee**.

- c. Where the **policyholder** removes an **employee** from its payroll, if you ask us to, we will continue to pay **income benefit** to the **employee**.
  - d. When **income benefit** is paid direct, all references to **job role** within the **policy** will change to **generic occupation**.
  - e. Where we pay **income benefit** directly to an **employee**, any Pension contributions (including cash in lieu of pension), supplementary and National Insurance benefits or Social Security benefits will stop.
  - f. We will not pay a lump sum at the end of the **limited payment term** where we have been paying the **income benefit** directly to an **employee**.
  - g. Linked Claims (please see section '10.7 Linked Claims') will not apply where we have been paying the **income benefit** directly to an **employee**.
  - h. We will not pay any benefit due for an **employee** to the **policyholder**.
  - i. Due to the tax treatment of **income benefit** which is paid direct, entitlement to ESA or LTIA benefits may be affected. In the event that entitlement is reduced, we will not adjust the **income benefit** that we are paying to the **employee**.
  - j. **Income benefit** which is paid direct to an **employee** will be reduced by the basic rate of tax applicable in England in Wales. The actual amount of tax payable on the benefit will depend on the **employee's** personal circumstances and this should be remedied with HM Revenue and Customs directly.
- Some **employees** will be liable for higher rate income tax, and this will be assessed through their personal annual tax assessment.

## 10.10 What happens to a claim if the member leaves the company under TUPE

If an **employee** who is eligible for **total benefit** transfers to a different employer under **TUPE** we will:

- pay the **total benefit** and any lump sum to the new employer under the same terms and conditions, and
- treat the claim as if there had been no break in employment, subject to the completion of relevant documents that we require.

## 11 Further policy conditions

### 11.1 Accurate Information

We rely on the information given to us.

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

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

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

### 11.2 Currency and jurisdiction

This **policy** is issued in England and is subject to English Law.

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

### 11.3 Contacting us

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

@ email us at [groupprotection@aviva.com](mailto:groupprotection@aviva.com)

☎ call us on **0800 051 3472**

✉ or write to us at

**Aviva Group Protection**  
**PO Box 3240**  
**Norwich**  
**Norfolk**  
**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.

### 11.4 Third party rights

Only we and the **employer** taking out this policy will have any rights under this **policy**. 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.

The exception to this is in the event of a disputed claim where the **member** may, either in conjunction with you or instead of you enforce such claim to the extent that you may enforce it (including the pursuit of a complaint to the Financial Ombudsman Service (FOS) if within FOS jurisdiction).

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

### 11.5 Data Protection

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

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

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

- only disclose the **Personal Data** for one or more defined purposes which are consistent with the terms of the **policy** (other than to comply with a requirement of applicable law to which a party is subject)

- take all reasonable steps appropriate to provide a fair processing notice to those **Data Subject(s)** whose **Personal Data** are to be disclosed under the **policy**, informing them that their **Personal Data** will be disclosed for the defined purposes
- obtain where applicable, necessary consents or authorisations required to permit the disclosure of such **Personal Data**.

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

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

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

We will process data in accordance with our Group Protection Privacy Policy available at [aviva.co.uk/privacypolicy](https://www.aviva.co.uk/privacypolicy) or you can request a copy by contacting us at **Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD**.

If you have any questions about how we use personal 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](mailto:dataprt@aviva.com).

## 12 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.

✉ email us at [gpcomplaints@aviva.com](mailto:gpcomplaints@aviva.com)

☎ call us on **0800 158 2714**

✉ or write to us at

**Aviva Group Protection Complaints**  
**Aviva Life & Pensions UK Ltd**  
**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**

Phone: **0800 023 4567**

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [financial-ombudsman.org.uk](https://www.financial-ombudsman.org.uk)

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

### **Financial services compensation scheme (FSCS)**

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

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

# 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

Means that the **member**:

- is actively following their normal full **duties** and hours required by their contract of employment
- is working at their normal place of employment, at a location agreed with their **employer** or at a location to which they are required to travel for business
- is mentally and physically capable of all the normal **duties** and hours of their **job role**; and
- has not received medical advice to reduce or stop their normal **duties** and hours of their **job role**.

## Anniversary date

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

## Cease age

Midnight on the day before the age at which cover for a **member** or former **member** ceases. The maximum age cannot exceed midnight on the day before a **member's** 70<sup>th</sup> birthday.

The cease age will be either:

- a fixed age
- **State Pension Age**; or
- **Dynamic State Pension Age**

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

## Consumer Price Index (CPI)

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

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

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

## Data Protection Laws

Means all applicable laws, rules, regulations, regulatory guidance, regulatory requirements from time to time relating to the processing of Personal Data and privacy in the UK which includes the Channel Islands and the Isle of Man.

## Deferred period

The number of consecutive weeks of **incapacity** shown in the **policy schedule**, which must pass before you become entitled to receive **total benefit**. Linked periods of absence could apply, please see section '10.8 Linked periods of absence'.

## Discretionary entrant

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

- before the date they are first **eligible** to join
- 12 months or any time after 12 months they are first **eligible** to join; 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.

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.

## Dividends

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

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

## Duties

The material and substantial duties that:

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

Duties do not include the journey as part of a regular commute to and from a normal place of work.

## Dynamic State Pension Age

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

The State Pension Age for the **member** will be determined by the jurisdiction of their contract of employment as at the start of the **deferred period**. This means that for **members** with a UK or Channel Island contract of employment their State Pension Age will be linked to the UK or Channel Islands State Pension Age. For all other **members** their State Pension Age will be linked to the UK State Pension Age.

**Total benefit** will be paid until the **member** reaches their State Pension Age even if that changes after the start of the **deferred period**. This means that if there are future changes to the **member's** State Pension Age because of government policy, then the **cease age** of any valid claim will be adjusted.

The maximum age that we will provide cover to is 70, even if the State Pension Age is higher than this.

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

## Earnings

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

The salary definition heading on the **policy schedule** will indicate if **fluctuating emoluments** or **dividends** are included. The increases heading on the **policy schedule** will indicate the date increases in salary will take effect.

We will use the earnings that applied as described on the **policy schedule** as at the start of the **deferred period**.

Increases in earnings that apply after the start of the **deferred period** will not be included in the benefit calculation.

## Eligible/eligibility

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

## Employee

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

If we have agreed to pay direct, employee means the former employee who was covered under the **policy** at the start of the **deferred period**.

## Employer

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

## Equity partner

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

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

If we are paying benefit directly to an equity partner who has left the partnership, equity partner means the former equity partner who was covered under the **policy** at the start of the **deferred period**.

## Equity partner earnings

The average annual **earnings**:

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

## Fluctuating emoluments

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

This can include items such as:

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

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

## Free cover limit

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

## Generic occupation

The generic duties of the **job role** that the **member** was actively following when **incapacity** started. The generic occupation is a trade, profession or type of work undertaken. It is not a specific job with the **policyholder** or any particular employer and is independent of location.

## Gross Taxable Earnings

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

## Incapacity/Incapacitated

To claim for Total Incapacity (please see '2.1 Total incapacity'), incapacity means either own, suited or switched below as specified in the **policy schedule** (if none specified, own will apply).

- 'Own'. The **member's** inability to perform on a full and part time basis the **duties** of their **job role** as a result of their illness or injury.
- 'Suited'. The **member's** inability to perform on a full and part time basis the **duties** of their **job role** and **other occupations** for which they are suited by reason of education, training or experience, as a result of their illness or injury.
- 'Switched'. For the first 24 months after the **deferred period** has been completed – the **member's** inability to perform on a full and part time basis the **duties** of their **job role** resulting from their illness or injury.

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

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

To claim for Partial Incapacity (please see '2.2 Partial incapacity'), incapacity means the **member's** inability as a result of their illness or injury to either:

- perform the **duties** of their **job role** on a full-time basis; or
- perform the full scope of the **duties** of their **job role**.

We will not cover absence because of:

- a lifestyle choice
- a family requirement such as the need to care for a dependant; or
- workplace matters, which may include:
  - a breakdown in the relationship between the **member** and their **employer**; or
  - workplace demands; or
  - your failure to make whatever reasonable adjustments are necessary to allow the **member** to continue working in accordance with your obligations under discrimination and equality laws.

## Income benefit

A monthly benefit payable in the event of **incapacity**, calculated as described on the **policy schedule** and limited as described in section '3 How much benefit is payable'.

## Job role

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

## Limited payment term

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

The limited payment term starts when the **deferred period** has finished.

## Linked policies

Any Aviva Group Income Protection **policy** taken out by you or a parent/subsidiary of you covering different categories of **members** and/or benefits.

## Medical information

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

## Medical practitioner

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

## Member

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

## Other occupation

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

## Overseas

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

## Pensionable salary

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

## Personal Data

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

## Policy

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

## Policyholder

The company, partnership or other business entity named as policyholder in the **policy schedule** and registered in the UK, Channel Islands or Isle of Man.

## Policy schedule

The current policy schedule (as issued by us from time to time), or in the case of a claim the policy schedule that applied as at the start of the **deferred period**. The policy schedule will state details of:

- the **policyholder**
- the cover provided by this **policy**; and
- any non-standard terms agreed with us.

## Policy year

The period between:

- the **start date** and the first **anniversary date**
- two **anniversary dates**
- the **anniversary date** and **rate guarantee date**; 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
- experienced symptoms of; or
- received medication, advice or treatment for

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

## 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**.

## Retail Price Index (RPI)

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

## Single premium

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

## Special Category Data

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

## Standard Territories

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

## Start date

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

## State Pension Age (SPA)

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

The State Pension Age for the **member** will be determined by the jurisdiction of their contract of employment as at the start of the **deferred period**. This means that for **members** with a UK or Channel Island contract of employment their State Pension Age will be linked to the UK or Channel Islands State Pension Age. For all other **members** their State Pension Age will be linked to the UK State Pension Age.

**Total benefit** will be paid up to the State Pension Age that applied at the start of the **deferred period**. This means that if there are future changes to the **member's** State Pension Age because of government policy, then the **cease age** of any valid claim will remain unchanged.

The maximum age that we will provide cover to is 70, even if the State Pension Age is higher than this.

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

## Total benefit

The total of all the monthly benefits payable under this **policy** including **income benefit**, employee pension contributions, employer pension contributions, employer supplementary benefits and employer National Insurance contributions or Social Security contributions. **Income benefit** is payable as standard, other benefits are covered if stated on 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 £100 of salary or **total benefit** (dependent on **policy** basis) covered under the **policy**.

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