

Online Group Income Protection Policy

Terms and Conditions (BGR/4020/OCT17)

Online Group Income Protection Policy is provided and underwritten by Aviva Life & Pensions UK Limited, part of the Aviva group.

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Definitions

- Aviva Group Income Protection is provided under a group income protection insurance scheme by Aviva Life & Pensions UK Limited, which is part of the Aviva group. All references to **Aviva** should be read as reference to Aviva Life & Pensions UK Limited.
- The terms set out below are defined terms. Where they are used in bold in these **terms and conditions** they shall have the meaning set out below unless the context indicates otherwise.
- Where appropriate, the singular includes the plural, references to males include females and expressions defined in the definitions or elsewhere in the **policy** shall have the meanings respectively ascribed to them.
- Reference to any statutory provision shall be deemed to include any consolidation, modification, re-enactment or replacement or regulations thereunder made and in force from time to time.
- A reference to a person shall include an individual, a corporate body, a firm, association, partnership or trust.

Actively at work

A **member** shall be actively at work if that person is present at their place of work and is mentally and physically capable of performing the normal duties for the normal hours required by the job for which they are employed;

Agreed deductions

The following deductions:

- (a) any payment received by the **principal employer**, any **participating employer** or the relevant **member** under any other insurance or sickness scheme in respect of the same incapacity, sickness or accident giving rise to the claim under the **policy**
- (b) unless agreed otherwise, the amount of the Employment and Support Allowance (or any state benefit provided in replacement of such benefit) irrespective of whether or not the **member** is entitled to receive it. If it is agreed not to apply this deduction it will be specified in the **policy schedule**;

Agreed minimum

The minimum number of **members**, as specified in the **policy schedule**;

Aviva

Aviva means Aviva Life & Pensions UK Limited which is a private company limited by shares and registered in England number 3253947. Registered office: Aviva, Wellington Row, York, YO90 1WR;

Basic salary benefit

The **basic salary benefit** specified in the **policy schedule**;

Basic salary benefit limit

The maximum amount of **basic salary benefit** payable by **Aviva** per annum specified in the **policy schedule**, subject to the relevant provisions of these **terms and conditions**;

Benefit increase option

The increase, if any, of any element of the **scheme benefits** and **benefit limits** specified in the **policy schedule** agreed between **Aviva** and the **principal employer** with effect from each anniversary of the **claim commencement date**;

Benefits insured

The maximum amount of **scheme benefits** capable of being payable under the **policy** for all **members** at the relevant time assuming a valid claim had been made under the **policy** for the full amount of **scheme benefits**;

Benefit limit

The **basic salary benefit limit** and the **pension benefit limit** and such other limits on **scheme benefits** contained in the **policy** or **policy schedule**;

Claim commencement date

The date from which **scheme benefits** are payable following **Aviva's** acceptance of a valid claim;

Claim notification date

The date on which a claim for **scheme benefits** in respect of a **member** is made by the **employer** following that **member's** incapacity;

Commencement date

The date on which cover under the **policy** commences, as set out in the **policy schedule**;

Deferred period

The period specified in the **policy schedule** as the **deferred period** and during which period the member is **incapacitated**. The **deferred period** shall commence on the date the **incapacity** began where the **claim notification date** is before the end of the **deferred period**. If the **claim notification date** is after the end of the period specified in the **policy schedule** the **deferred period** will commence on the **claim notification date**.

Aviva may, in its absolute discretion, allow the **deferred period** to begin on the date of **incapacity** where the **claim notification date** is after the end of the **deferred period**.

Aviva reserve the right to refuse liability if the **claim notification date** is more than 90 days after the end of the **deferred period**.

Employer

The **principal employer** or (to the extent applicable) any **participating employer**;

Expiry age

The age specified in the **policy schedule** at which a **member** will cease to be covered under the **policy**;

Free cover level

The level up to which **scheme benefit** will be provided to all **members** regardless of their state of health, as specified from time to time in the **policy schedule**;

Incapacity

Shall be as defined in accordance with the **policy schedule** and 'incapacitated' shall be construed accordingly;

Limited benefit option

The optional limit (if any) on the payment of **scheme benefits** described in the **policy schedule**;

Member

An employee of the **principal employer** or any **participating employer** who:

- (a) falls within the category of employees set out in the **policy schedule**; and
- (b) is a full-time or a part-time permanent employee or a fixed term contract worker; and
- (c) was **actively at work** at the time and in accordance with the requirements set out in the **policy schedule**; or
- (d) any other employee not fulfilling the above criteria whose cover is otherwise agreed in writing by Aviva;

Minimum premium level

The minimum **premium** level specified in the **policy schedule**;

National insurance benefit

An amount equal to the monthly class one national insurance contributions made by the **employer** for a **member** in respect of the **basic salary benefit**;

Normal salary

A **member's** total basic annual salary (excluding benefits and bonuses) on the date the **member** becomes **incapacitated** or such other basis as may be set out in the **policy schedule**;

Optional benefits

The optional benefits in respect of a **member** specified in the **policy schedule** which may comprise:

- (a) the **pension benefit**; and/or
- (b) the **national insurance benefit**;

Participating employer

Any **employer** (other than the **principal employer**) who is directly or indirectly controlled by or associated with the **principal employer** and who for the time being Aviva has agreed and confirmed in writing shall be included in the **scheme** as a **participating employer**;

Pension benefit limit

The maximum amount of **pension benefit**, payable per annum, being an amount equal to 35 per cent of the **member's normal salary** in respect of the **employer's** contributions, five per cent of the **normal salary** in respect of the **member's** contributions, and £75,000 per annum in aggregate;

Pension benefit

An annual amount equal to the normal annual pension contributions other than additional voluntary contributions and discretionary payments paid to an occupational pension scheme in respect of the **member** by either:

- (a) the **employer** and the **member**; or
- (b) where specified in the **policy schedule**, by the **employer**.

Subject in all cases to the pensions benefit limit;

Policy

This policy, which shall include the **policy schedule**, the **terms and conditions** together with any endorsements;

Policyholder

The holder of the **policy** for the time being;

Policy period

In the case of the first such period, the period from (and including) the **commencement date** to (and including) the day before the first **scheme anniversary date** and thereafter each period from (and including) the **scheme anniversary date** to (and including) the day immediately preceding the next **scheme anniversary date** or the date of the termination of the **policy period** if sooner;

Policy schedule

The schedule to the **policy** setting out the details of cover as amended from time to time;

Pre-existing condition

Any disease, illness or injury for which a **member**:

- (a) received medication, advice or treatment; or
 - (b) experienced symptoms;
- whether the condition was diagnosed or not before the **member's qualifying date** or any condition which relates to any such disease illness or injury;

Premium

The **premium** payable in respect of the **policy** as charged from time to time;

Premium guarantee period

In the case of the first such period, the period from (and including) the **commencement date** and ending immediately before the first **premium review date** and thereafter a period from each **premium review date** to the day immediately before the succeeding **premium review date**;

Premium rate

Either, as the case may be:

- (a) the **single premium amount**; or
- (b) the **unit rate**;

Premium review date

The second **scheme anniversary date** and every second anniversary thereafter or such other dates agreed in writing by **Aviva** and set out in the **policy schedule**;

Principal employer

The **principal employer** named in the **policy schedule** or any other company, firm, organisation, person or body of persons which, and **Aviva** acknowledges as, is the successor in business to the **principal employer**;

Qualification date

The date on which an employee becomes a **member**;

RPI

The general index of retail prices published by the Central Statistical Office of the Chancellor of the Exchequer or, in the absence of publication, any substituted index published by that office;

Scheme

The insurance cover provided under the **policy** in accordance with its terms;

Scheme anniversary date

The annual review date set out in the **policy schedule**;

Scheme benefit

- (a) The **basic salary benefit**; and
 - (b) any **optional benefits**;
- payable in respect of the **member** if they become **incapacitated**, and subject to the **benefit increase option** (if applicable). The **scheme benefit** shall not exceed either the **scheme benefit limit**, or the **benefit limit** less the **agreed deductions**;

Scheme benefit limit

The **free cover level** subject to any amendment made under clause 5, which shall not exceed the maximum **scheme benefit limit** specified in the **policy schedule**;

Single premium amount

The premium notified by **Aviva** to the **principal employer** for each **member** for a **policy period**. Unless the previous **policy period** ends on a **premium review date** **Aviva** shall not amend the **premium rates** used to calculate this amount, but may increase any **policy fee** included;

Terms and conditions

These terms and conditions reference BGR/4020/OCT17;

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 the average amount of the **benefits insured** during the **policy period**;

Working day

A day other than a Saturday or Sunday or a public holiday in England and Wales or in Scotland or Northern Ireland.

1 The scheme benefit

- 1.1 **Aviva** will provide cover for each **member** equal to the **scheme benefit** calculated in accordance with the **policy**. The **scheme benefit** shall not exceed the **scheme benefit limit**.

Scheme benefit payment

- 1.2 For each consecutive month after the **deferred period** in which a **member** remains **incapacitated** **Aviva** shall pay the **policyholder**, in arrears, the amount of **scheme benefit** which equates to the number of days during that month which the **member** is **incapacitated**.

Payment is subject to:

- (i) Clause 8.4; and
- (ii) the **terms and conditions**; and
- (iii) the **policyholder** having claimed such **scheme benefits** and, having complied with all its obligations under these **terms and conditions** (including, without limitation, all requests from **Aviva** for information pursuant to clause 4).

Payments shall be paid at the end of each month in which the **scheme benefit** is due and shall not exceed the **benefit limit**. No payments shall be due during the **deferred period**.

- 1.3 The **scheme benefit** may include provision for annual increase under the **benefit increase option**.

Proportionate scheme benefit

- 1.4 If either during or after the **deferred period** an **incapacitated member** returns to work but is only able to earn a lower wage or salary or income solely because of the illness or injury that had caused the **incapacity** Aviva will pay the **scheme benefits**. The amount of **scheme benefit** however will be reduced to the amount calculated by applying the following formula:

$$\frac{(a) - (b)}{(a)} \times (c) \quad \text{where:}$$

- (a) is the **member's normal salary** immediately prior to the **incapacity** increased in proportion to the average percentage increase of the **normal salaries** of all **members** covered by the scheme during the period of **incapacity**;
- (b) is the **member's** annual salary, wage or other earned income from the work following their return to work;
- (c) is the amount of the **scheme benefit** payable immediately prior to the **member** being able to return to work.

No payments will become due or be made in respect of any period until after the end of the **deferred period**. Where the **member** returns to work before the end of the **deferred period** (c) above will be calculated by reference to the **scheme benefit** which would have been paid had the incapacity continued to the end of the **deferred period**.

- 1.5 No payments will be made under clause 1.4 unless the **policyholder** provides satisfactory evidence to **Aviva** that the reduced earnings arise solely due to the **members incapacity**. Any payment of reduced **scheme benefit** under this clause will only continue for the period the **incapacity** is the sole reason for the ability to earn a lower wage, salary or income and is subject to all other **terms and conditions** of the **policy** and to the **policyholder** having claimed such **scheme benefit** and having complied with all its obligations under these **terms and conditions** (including, without limitation, all requests from **Aviva** for information pursuant to clause 4).

Linked claims

- 1.6 The **deferred period** will not apply in respect of a claim for a period of **incapacity** which commences within 12 months of the end of a previous period of **incapacity** in respect of which **scheme benefits** were payable if the periods of **incapacity** were caused by the same **incapacitating** illness or injury.
- 1.7 A series of absences will form the **deferred period** in the following circumstances:
- where the series of absences all fall within a period no greater than twice the **deferred period**; and
 - the series of absences are all as a result of the same direct cause.

2 Commencement of cover

- 2.1 Subject to these **terms and conditions** and the **policy schedule**, cover under the **scheme** will begin on the **commencement date** and continue until determined in accordance with the **policy**.
- 2.2 Subject to these **terms and conditions** and the **policy schedule**, cover for any **member** will begin on their **qualification date** and continue until determined in accordance with the **policy**.

3 Provision of information

The **policyholder** will provide **Aviva** on request with all such data, information and evidence as may be specified in this **policy** (including without limitation the names and ages of all **members**) or as **Aviva** may otherwise from time to time reasonably require for the purposes of determining the state of health of any **member** (whether or not in receipt of **scheme benefit**), the **premiums** due, the **premium rate**, the **scheme benefit**, payments on account or otherwise for the purpose of performing its functions under this **policy**.

4 Claims

4.1 The **policyholder** shall inform **Aviva** of a **member** who is **incapacitated** as soon as reasonably practicable, and in any event within six weeks, of them becoming **incapacitated** and provide in respect of the **member** such information as **Aviva** may reasonably request, including, without limitation:

- (a) certificates from the **member's** general practitioner;
- (b) such medical reports and other information about the employee's medical condition and history (including the employee's age) as **Aviva** may require;
- (c) evidence of the **member's** normal salary;
- (d) the results of any independent medical assessment which **Aviva** may require pursuant to this clause 4.

4.2 The **policyholder** shall provide **Aviva** with any information **Aviva** may reasonably require, including without limit, the information set out in clause 4.1, to establish the **member** remains **incapacitated**.

4.3 The **policyholder** and the **member** must ensure that any action required from the **member**, including without limit consent to provide medical reports and attendance at medical examinations, is provided. If the **member** fails to comply with any reasonable request **Aviva** may delay or suspend payment of any benefits.

4.4 The **policyholder** and the **member** must ensure that any action reasonably required from the **member** or the **policyholder**, including without limit seeking and following any medical advice or making adjustments to a working environment, to enable the **member** to return to work are taken. If the **member** or the **policyholder** fails to take such action **Aviva** may suspend or terminate any right to **scheme benefit**.

4.5 If the **policyholder** fails to comply with any of the provisions of this clause 4 in relation to any **member** then **Aviva** shall be entitled to withhold payment until the relevant requirement has been fulfilled.

4.6 **Aviva** shall not be liable for any error or omission arising directly or indirectly from any error in or omission from any data, information or evidence provided to it by the **policyholder** or **member**.

4.7 **Aviva** shall not be liable for a member benefit in respect of any **member** not detailed in the data provided to it by the **policyholder**.

4.8 **Aviva** shall be entitled to recover from the **policyholder** any overpayment of benefit which was the direct or indirect result of any incorrect data, information or evidence provided to it.

5 Free cover level

5.1 The **scheme benefit limit** shall not be the **free cover level** for a particular **member** from any date where **Aviva** has agreed in writing with the **policyholder** that it will provide cover in excess of the **free cover level** for that **member**. In such a case the **scheme benefit limit** shall be the amount agreed in writing by **Aviva**.

5.2 Where an application for cover which exceeds the **free cover level** has been submitted to **Aviva** for a **member**, the **scheme benefit** shall not be limited, save as set out in clause 5.4 below, by the **scheme benefit limit** in respect of any claim in relation to that **member** between the date on which the application was notified to **Aviva** and the earlier of:

- (a) the day being 90 days after the date on which the application was notified to **Aviva**; and
- (b) the date from which **Aviva** has agreed or declined to provide terms for a **scheme benefit limit** in excess of the **free cover level** in respect of the relevant **member**, subject to the other **terms and conditions** of the **policy**.

5.3 Any application made by the **employer** for cover in respect of a **member** which exceeds the **free cover level** shall be considered by **Aviva** at its sole discretion and the **employer** shall provide to **Aviva** in respect of each such **member** such evidence of his health and other matters relevant to the assessment of risk as **Aviva** may reasonably require.

5.4 The **scheme benefit limit** shall be the **free cover level** in respect of any **member** for whom an application for cover which exceeds the **free cover level** has been made in respect of any claim in relation to that **member** arising directly or indirectly as a result of a **pre-existing condition**.

6 Premiums

Premiums payable

- 6.1 The **policyholder** shall pay the **premium** to **Aviva** for each **policy period** and the minimum premium payable for a **policy period** shall be the **minimum premium level**.

Single premium amount schemes

- 6.2 If the number of **members** at the commencement of the **policy period** is less than 20, the **policyholder** shall pay a separate **premium** for each individual who is or becomes a **member** during the **policy period** and the **premium** payable for each **member** for the **policy period** shall be the **single premium amount**.
- 6.3 The **policyholder** shall pay in respect of the **premiums** to be paid under clause 6.2 an amount on account for each individual who is a **member** at the commencement of the **policy period**. The amount shall be the sum equivalent to the **premium** that would be payable for the **policy period** if the individual remained a **member** for the whole of the **period** and the **scheme benefit** in respect of the **member** remained the same as at the commencement of the **policy period**.

Unit rate schemes

- 6.4 If there are 20 or more **members** at the commencement of the **policy period**, the **policyholder** shall pay a single **premium** for all the individuals who are **members** during the **policy period** as a group. The **premium** shall be calculated applying the following formula:

$$\frac{(a) + (b)}{200} \times (c) \quad \text{where:}$$

(a) = the **benefits insured** at the commencement of the **policy period**

(b) = the **benefits insured** at the end of the **policy period**

(c) = the **unit rate**.

- 6.5 The **policyholder** shall pay in respect of the **premium** to be paid under clause 6.4 an amount on account. The amount on account shall be equivalent to the **premium** that would be payable for the **policy period** if the **benefits insured** in respect of the **members** remained the same throughout the **policy period** as at the commencement of the **policy period**.

Premium adjustment

- 6.6 **Aviva** shall at the end of the **policy period**, calculate the total amount due under clause 6.2 or 6.4 in respect of **premiums** for the whole of the **policy period**, taking into account, as appropriate, individuals who have become or ceased to be **members** and any changes to the **benefit insured** during the **policy period**. If the total amount due is more than the total amount received on account the **employer** shall pay to **Aviva** the amount of the difference, and vice versa.

Premium due dates

- 6.7 The payments on account in respect of each **policy period** shall, unless stated otherwise in the **policy schedule**, be payable in advance on the later of:
- (a) the working day which falls 30 days after the relevant **premium** (or estimate thereof) is notified by **Aviva** to the **policyholder**; and
 - (b) the commencement of the **policy period**.
- 6.8 If it is not possible for **Aviva** to calculate the **premium** or payments on account (under clause 6.3 or 6.5) in respect of any **policy period** prior to the commencement of the **policy period**, or within 30 days of the end of the **policy period** in the case of the **premium**, then **Aviva** shall estimate the **premium** or payment on account on the basis of such information as it has in its possession and notify the **policyholder** accordingly. The **policyholder** shall pay such estimated amount as if it were the **premium** or payment on account as the case may be. When it is possible to calculate the **premium** or payment on account, **Aviva** shall inform the **policyholder** of the actual **premium** or payment on account accordingly. Subject to clause 6.9 **Aviva** shall refund any overpayment and any underpayment by the **policyholder** shall become due for payment within 30 days of notification by **Aviva** to the **policyholder** of the relevant amount.

6.9 **Aviva** may agree with the **policyholder** that any underpayment or overpayment pursuant to clause 6.6 or 6.8 shall be repaid or recouped by adjustment of the **premium** or **premiums** for the succeeding **premium period**.

6.10 Annual payments to **Aviva** shall be made by cheque or by direct debit. Quarterly or monthly payments shall be made only by direct debit.

Non-payment

6.11 If the **policyholder** fails to make any payment when due under the **policy** then, cover under the **policy** shall terminate with immediate effect, and all outstanding payments under the **policy** shall become due and payable. If the **policyholder** makes the outstanding payment which has given rise to a termination of cover under this clause within 30 days of the due date **Aviva** may at its entire discretion reinstate cover.

6.12 If at any time any monthly or quarterly payments payable by the **policyholder** are reduced to less than the monthly or quarterly **minimum premium level**, **Aviva** shall be entitled to require full payment for the **policy period** in advance.

7 Amendment of cover terms

7.1 The **principal employer** will immediately inform **Aviva**, providing full details, of:

- (a) any change in the identity of the **principal employer**; or
- (b) any addition to, or subtraction from, the **participating employers**; or
- (c) any material change in the nature of the business or undertaking of the **principal employer** or any **participating employer**.

Changes to terms by Aviva

7.2 **Aviva** shall have the right to vary, modify or amend forthwith any term of the **policy** at any time during any **premium guarantee period** (including, without limitation the **premium rate** and **free cover level**) by notice to the **principal employer** if:

- (a) the number of **members** is reduced below the **agreed minimum**; or
- (b) for policies with 20 or more **members**, the total salary roll or benefits insured under the **policy** increases or decreases by 25 per cent or more during a **premium guarantee period**; or
- (c) for policies with less than 20 **members**, the total benefits insured under the **policy** increases or decreases by 50 per cent or more during a **premium guarantee period**; or
- (d) the **policyholder** has failed to comply to **Aviva's** reasonable satisfaction with any request for additional information under the **policy** within 60 days of such request; or
- (e) there is any material change in the business or constitution of the **principal employer** or of any **participating employer**; or
- (f) there is any material change in law or practice of any governmental or statutory body (including without limitation rates of taxation and social security benefits or practice or any levy or charge under the Financial Services Compensation Scheme) which materially affects the cost to **Aviva** of providing cover.

- 7.3 The **policyholder** shall promptly notify **Aviva** of any circumstance coming to their attention within any of the sub-clauses 7.2(a) to (e) (inclusive) and provide **Aviva** with full details of the same.

Changes on premium review date

- 7.4 Prior to any **premium review date** the **employer** must provide such information as is reasonably requested by **Aviva** to allow **Aviva** to determine the terms on which cover may be provided.
- 7.5 In addition to the provisions set out in clause 7.2, **Aviva** shall be entitled to vary, amend or modify any term of the **policy** (including, without limitation) the **premium rate**, the **free cover level** and **premium** payment provisions with effect from every **premium review date**.
- 7.6 **Aviva** will give notice to the **policyholder** of any variation, amendment or modification pursuant to clause 7.5 no later than whichever is the latest of:
- (a) 14 days prior to the relevant **premium review date** on which the changes take effect; and
 - (b) 14 days following receipt from the **employer** of information supplied pursuant to a notice from **Aviva** under clause 3 requiring further information necessary to determine the **premium rate** or the **premium** or any other provision of the **policy** for the relevant **policy period**.

Policyholder's right to terminate

- 7.7 Following notification by **Aviva** of any variation, amendment or modification of a term of the **policy** the **employer** shall be entitled to terminate cover with immediate effect by notice given to **Aviva** within 30 days of service of such notice from **Aviva** subject to the **terms and conditions** of the **policy** which existed immediately prior to the giving of the notice by **Aviva** or, in the case of a notice under clause 7.6 the **premium review date** on which the change would otherwise have taken effect. In the absence of service of a notice by the **employer** within 30 days, the **employer** will be deemed to have accepted the changes notified by **Aviva**.
- 7.8 In addition to the provisions set out in clauses 7.2 and 7.5, **Aviva** may at any time after the second anniversary of the **commencement date** vary, amend or modify any term of the **policy** (with the exception of the **premium rate** which shall only be modified in accordance with clause 7.5).
- 7.9 Variations, amendments or modifications under clause 7.8 shall apply to all **members** under the **policy** with the exception of those **members** in respect of whom the **scheme benefit** is being paid at the date the change applies. For those **members** to whom a change under clause 7.8 does not immediately apply due to this clause any variation, amendment or modification will apply on the first date **scheme benefits** are no longer payable after the change.
- 7.10 **Aviva** will give notice to the **policyholder** of any variation, amendment or modification pursuant to clause 7.8 at least 14 days before the date on which the changes are due to take effect.

8 Termination

Termination by Aviva

- 8.1 Cover under the **policy** may be terminated by **Aviva**:
- (a) under the provisions of clause 6.11; or
 - (b) in any of the circumstances referred to in clauses 7.2(a), 7.2(d), and 7.2(e)
 - (c) with immediate effect in respect of any or all **members**, by notice from **Aviva**, if the employer has failed in its duty of utmost good faith by supplying misleading, incorrect or incomplete information to **Aviva** or in respect of any **member** if that employee has failed in the said duty.

Termination by the policyholder

- 8.2 Cover under the **policy** may be terminated by the **policyholder** at any time provided that prior written notice of such termination has been served by the **policyholder** on **Aviva**. Termination of the policy cannot be backdated to before the date of the written notice by the **policyholder**.

Continuation of claims

- 8.3 All valid claims, accepted by **Aviva** as such, notified to **Aviva** prior to the date on which notice of termination is duly served in accordance with this clause 8 shall continue to be eligible for payment. This provision remains subject to clause 8.4.

Termination of claims

- 8.4 Payments by **Aviva** under the **policy** in respect of a **member** will cease to be made and an individual will cease to be a **member** of the **scheme** and therefore a **member** on the earliest to occur on the following events:
- (a) on the employee reaching the **expiry age**;
 - (b) on the employee leaving the service of the **principal employer** or any **participating employer**;
 - (c) on the death of the employee;
 - (d) the employee ceasing to be **incapacitated** or unable to work (subject to clause 1.4);
 - (e) if the **limited benefit option** applies and the total amount of **scheme benefits** payable under the option in respect of the **member** have been paid;
 - (f) the expiry of the employee's contract of employment in force at the time the **incapacity** began.


9 Other matters


- 9.1 All payments to be made by **Aviva** under this agreement shall be payable in sterling at the address of **Aviva** stated in Clause 10.1.
- 9.2 The receipt of any benefits payable under this **policy** by the **policyholder** or any person authorised by them for payment shall be a good discharge to **Aviva** which shall not be concerned to see further to the discharge of such benefits.
- 9.3 The **policy** shall have no surrender value at any time.
- 9.4 The **policy** and/or any benefit payable under it shall be incapable of assignment by the **employer** without the prior written consent of **Aviva**.
- 9.5 No benefit shall be payable under this **policy** by virtue of any statutory provision, governmental or regulatory restriction or rule of law which applies to it.
- 9.6 No variation or amendment of the terms of this policy shall be effective unless it is agreed in writing by or on behalf of the **policyholder** and **Aviva**.
- 9.7 No failure or delay by **Aviva** in exercising any right, power or privilege under this **policy** shall act as a waiver thereof or shall preclude the exercise by **Aviva** of any other right or power available to it.
- 9.8 The **policy** and the agreement underlying it shall be governed by English law and the **policyholder** and **Aviva** both submit to the exclusive jurisdiction of the English courts in all matters pertaining to it.
- 9.9 This contract is only capable of enforcement by the parties to it. No rights of enforcement or any other rights are given to any third parties, including those described in these conditions.

10 Notices

- 10.1 Any notice or other communication to be given or served under or in connection with this **policy** shall be in writing and shall be sufficiently served or given if delivered or sent:

In the case of **Aviva** to:

 **Head of Group Protection, Aviva
Group Protection, PO Box 3620, Norwich,
NR7 7XS**


 Telephone **0345 266 8698**
Calls may be recorded and may be monitored.


In the case of the **employer**, to the last address of the **principal employer** correctly notified to **Aviva** in accordance with this clause.

- 10.2 Any such notice or other communication shall be delivered by hand or sent by courier, fax or pre-paid first class post. If sent by courier or fax such notice or communication shall, in the case of service in the United Kingdom, conclusively be deemed to have been given or served 24 hours after the time of despatch (in the case of fax the time of despatch being the time on which the fax has been sent in readable form in its entirety), or 48 hours after despatch in the case of international service. If sent by pre-paid post such notice or communication shall, in the case of inland mail in the United Kingdom, conclusively be deemed to have been received 48 hours from the time of posting, or three days after despatch in the case of international mail.

11 Complaints


We want you to be entirely satisfied with your group protection policy. If you have a query or complaint, then in the first instance please contact the financial adviser who arranged the policy. If there was no adviser, please contact us directly.


 **Head of Group Protection, Aviva**
Group Protection, PO Box 3620, Norwich,
NR7 7XS

 Call us on **0345 266 8698**
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If you are complaining about the decision we have made on a claim or 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 for them to investigate.

Their contact details are:

 **The Financial Ombudsman Service (FOS)**
Exchange Tower
London
E14 9SR

 Telephone: **0800 023 4567** or **0300 123 9123**

 Email: **complaint.info@financial-ombudsman.org.uk**
Website: **www.financial-ombudsman.org.uk**

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

Financial Services Compensation Scheme

In the unlikely event that we cannot meet our financial obligations, you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). This will depend on the type of business and the circumstances of your claim. The FSCS may arrange to transfer the policy to another insurer, provide a new policy or where appropriate, provide compensation.

Further information about compensation scheme arrangements is available from FSCS on **020 7741 4100** or at its website <http://www.fscs.org.uk/>

Aviva Life & Pensions UK Limited.

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and the Prudential Regulation Authority. Firm Reference Number 185896.

Calls to Aviva may be recorded. www.aviva.co.uk

