

# Online Group Life Insurance Excepted Benefits

Policy Wording

GR01144 09/2018

# Welcome to Group Protection from Aviva

## What the policy wording explains

This policy wording tells you:

- what to do if you need to claim
- what is covered
- explanations of some of the terms used in this document.

We've tried to make this document as easy to understand as possible, but if you have any questions or queries about the policy please contact us and we will be pleased to help you.

## How the policy works.

If you provide us with the information we ask for, when we ask for it and pay the premiums when they are due, we will cover the members for their insured benefits, and pay these benefits should a member die.

## Outline of the Policy

The policy insures the benefits payable on the death of a member in a scheme that is set up under trust.

This policy wording, along with the policy schedule, sets out details of the cover we have agreed to provide to you. It is evidence of a legal contract between you and us.

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 of the policy terms and conditions, we may not pay claims. We may also cease to accept further premiums, meaning cover under the policy will cease.

The policy will not have or accrue any surrender value.

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

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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 policy wording. The meanings of these words are set out in the Definitions section in the back of this booklet.

## 1 What benefits are covered

**We** can cover **members** for a lump sum benefit,

**We** can only provide one level of cover in accordance with the **excepted group life policy conditions**, however **we** can write additional **policies** if more than one **member** has cover at a different level.

The **policy schedule** will show which benefits **you** or the **employer** have chosen to provide for **members**. Payment of benefits by **you** must be made in accordance with the **scheme rules**.

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

There is no limit to the level of cover **we** can insure, providing reinsurance can be arranged.

### 1.1 Lump sum benefit

The lump sum will either be for a fixed amount, or a multiple of salary and is payable when a **member** dies.

**We** will pay a lump sum as instructed and authorised by **you**.

**We** will confirm the amount payable following the **member's** death. The **scheme rules** will tell **you** how to deal with this payment.

## 2 Who is covered

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

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

**You** do not need to tell **us** about new entrants during the **policy year** who have met the **eligibility** conditions, provided that the **member's** benefits are not above the **policy free cover limit**. If applicable, this applies to the aggregate of benefits from all **linked policies**. **You** must advise **us** promptly of any new **members** who do not meet these criteria.

### 2.1 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**.

If there are three or more **members** on the **start date** or **anniversary date**, and the benefits for any **members** are above the **free cover limit**, **we** will ask for more detailed **medical information**.

If benefits are below the **free cover limit** at the **start date**, **we** will still ask for more detailed **medical information** if the **member**:

- has not fulfilled any of the **actively at work** conditions; or
- is a **discretionary entrant**.

If as a result of medical underwriting the **member's benefit** has been restricted to the **free cover limit**, this will apply to the **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**.

**We** will not apply a **free cover limit** if at any time there are fewer than three **members** covered under the **policy**. In such cases **we** will need **medical information** for all new **members**, and **we** will also need it for existing **members** if benefits are increased. **We** may re-apply the **free cover limit** if the number of **members** returns to three or more.

#### Temporary Cover

When reviewing **medical information** for **members**, **we** will provide cover for their benefit until the earlier of:

- 90 days from the date they joined the **scheme** or the effective date of an increase in benefit; or
- the date **our** underwriting decision is made.

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

Cover will be subject to;

- a maximum of £1m of benefit insured above the greater of the **free cover limit** or previously underwritten benefit; except for

**Discretionary entrants**, where cover will be subject to;

- a maximum of £1m of benefit insured.

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

- declined by **us** or another insurer;
- postponed by **us** or another insurer;

- restricted by **us** or another insurer; or
- who has previously declined to provide full **medical information** to **us** or another insurer.

Once underwriting is complete **we** will tell **you** if any additional premiums need to be paid.

### ‘Once only’ medical underwriting

For **policies** with 20 or more **lives**, **members** will, in most circumstances, only be medically underwritten once, unless the **member’s** total benefit exceeds £5m, in which case **we** will need further **medical information**.

**Our** policy of only medically underwriting once can apply even if rated terms have been applied to individual **members**.

## 2.2 Actively at work requirements

If a new scheme or existing scheme has fewer than 20 lives our **actively at work** conditions will apply.

**We** will not include any **members** who are not **actively at work** on the working day prior to the start date of the **policy**. Their cover (including any **free cover limit**) will only start once they have been **actively at work** for five consecutive working days, or less if acceptable **medical information** is provided to **our** underwriters in accordance with our underwriting practices applicable at that time.

For schemes with 20 or more **lives**, **we** will in most circumstances waive **our ‘actively at work’** conditions for **members** if immediately before the start of this **policy**, those **members’** benefits were covered by another insurer and provided there has been no break in cover or increases in benefit level.

Before **we** can waive **our actively at work** conditions **we** will need full details of any **long term absentees** and details of any **members** who have been rated, declined, restricted or postponed.

For these **schemes** **we** will also, in most circumstances, waive **our actively at work** conditions for any new **employees**.

However, there may be occasions when **we** will apply **our actively at work** conditions.

## 2.3 Discretionary Entrants

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

## 2.4 TUPE 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 membership:

Where a scheme is 19 lives or fewer.

- **actively at work** conditions will apply;
- **we** require details of any **member** who has had their benefit loaded, declined, restricted, postponed or accepted at special terms under a previous scheme.

Where a **scheme** is 20 lives or more, **we** require:

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

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

## 2.5 Temporary Absence

Where a **member** is off work due to illness or injury **we** will continue cover up to the **cease age**, providing premiums continue and a contract of employment is maintained.

Where absence is due to any other reason **we** can continue to provide cover for a maximum of 36 months providing premiums continue and a contract of employment is maintained.

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

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

## 2.6 Overseas Cover

**We** will cover **members** who are travelling or working overseas, or those seconded to another organisation in a different country as long as:

- they still have a UK registered contract of employment covered under this **policy**
- the premium to cover those **members** is paid in sterling by **you**, and
- they are still **eligible** for cover under the **policy**

**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.

Any **overseas member** will need to be categorised separately in the **scheme**. If they do not pay UK taxes then no tax relief should be claimed in respect of premiums paid for the **member**.

The tax treatment of any **benefit** paid out for an **overseas member** will depend on whether or not they have been treated as non-resident for tax purposes at any time when covered under the **policy**.

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

## 2.7 Auto Enrolment

(applicable after the **employer** reaches their **auto-enrolment date** for **policies** where eligibility for membership or benefits is linked to pension scheme membership).

**You** must tell **us** as soon as possible what the **employers automatic enrolment date** is if the **policy** eligibility for membership or benefits is linked to pension scheme membership.

An **eligible jobholder** who has been enrolled into the **employers** auto-enrolment pension scheme and then leaves and re-joins the **employers auto enrolment** pension scheme on any future date other than:

- within 12 months of first being **eligible** to join the **policy**, or
- 12 months or any time after 12 months of first being **eligible** to join, if their benefits is equal to or less than £250,000 and they were **actively at work** on the date they want to join the **policy**
- at their re-enrolment date

will be classed as a **discretionary entrant**.

**Employees** who do not meet the **eligible jobholder** criteria requiring them to be enrolled, but choose to join the **employers** auto-enrolment pension scheme on any date other than:

- within 12 months of first being **eligible** to join the **policy**
- 12 months or any time after 12 months of first being **eligible** to join, if their benefits is equal to or less than £250,000 and they were **actively at work** on the date they want to join the **policy**

will be classed as a **discretionary entrant**.

## 3 Additional Policy Cover

### 3.1 Early Retirement

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

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

The benefit covered will be the total benefits covered the day prior to early retirement.

## 3.2 Redundancy Cover

For all **policies**, if requested and accepted by **us**, **we** can cover all **members** or a category of **members** for redundancy;

- for up to 2 years after the **employee** has left the insured company; or
- until they find alternative employment, whichever is sooner.

## 4 When cover ceases

**We** will stop covering **members** when:

- they die;
- they leave the **scheme**;
- they leave service (including redundancy where there is no redundancy cover);
- they reach the **cease age**;
- premiums have not been paid within 30 days of the due date; or
- **you** ask **us** to cancel the **policy**;

whichever happens first.

**We** may extend cover beyond these dates if:

- the **scheme** rules allow it; and
- the **cease age** is currently either State Pension Age (SPA) or a fixed age lower than 75, and **you** or the **employer** want to include **members** beyond the current **cease age** up to a maximum age of 75, then the **cease age** has to increase for the whole **policy** or applicable category; and
- **we** have confirmed it in writing; and
- any further requirements **we** may have at the time are met, for example **medical information**. **We** will tell **you** what these requirements are.

## 5 Policy Limitations

### 5.1 Event limits (including travel limits)

**We** may apply an **event limit** to the policy.

The benefits payable may be reduced and/or limited, if claims arise directly or indirectly out of or in connection with, the same originating cause. **Our** maximum liability in respect of all benefits under:

- this **policy** and any **linked policy**;

for which a claim for benefits is made arising directly or indirectly out of or in connection with the same originating cause shall not exceed the amount specified on **your policy schedule**.

**We** shall, having considered all the relevant circumstances, determine what constitutes any one same originating cause and **we** will tell **you** why **we** have reached **our** decision

**We** shall be discharged from all liability for claims in excess of the **event limit**, by payment of an aggregate sum up to a maximum of those specified limits, having considered all the relevant circumstances. This may involve any form of proportionate or other reduction of any amount, which would otherwise have been made available for payment to any individual **members**, or their representatives, but for the effect of these aggregate limits

**We** may also apply an **event limit** in relation to **members** who are travelling together for work purposes.

## 6 Calculation of premiums

The **policy** runs on one year accounting periods. Premiums are paid by the **employer** for each **member** and must be paid annually (in advance) by direct debit, cheque or BACS, or half-yearly, quarterly or monthly by direct debit.

The basis of how **we** calculate **your** premium depends on the number of **lives** 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 based on the average **benefit** roll for all **members** of the **policy** during the previous year.

**We** will calculate a premium adjustment to allow for changes during the previous 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**.

### Minimum premium

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

### Auto Enrolment

(applicable after the **employer** reaches their **auto-enrolment date** for **policies** where eligibility for membership or **benefits** is linked to pension scheme membership)

**We** will calculate a premium to reflect time on risk and this will be based on the average sum assured for all **members** of the **policy** between;

- the **start date**/previous **anniversary date** and the **employers auto-enrolment date**, and
- the employers **auto-enrolment date** and the **stabilisation date**, and
- the **stabilisation date** and **your** next **anniversary date**.

Any premium adjustment will be payable at the end of the **policy year**.

For all **policies**, if **we** don't receive the documents that **we** need to complete this process then cover will be restricted to the last known **benefit**. If any new **members** have joined since the last **anniversary date** but **we** have not been told about them then these new **members** will not have any cover in place. This could result in an uninsured liability for the **policyholder** if there is a claim.

## 6.1 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** benefits are 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.

## 6.2 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 material change in the nature of your business or **your** constitution
- the total sum insured covered changes by 25% (50% for **policies** with less than 20 **members** or more)
- **you** are or become subject to the auto-enrolment duties and where eligibility is linked to pension scheme membership, there is a change in the sum insured of 25% (50% for **policies** with less than 20 **lives**)



**We** will review changes in the sum insured on the **stabilisation date** and any change in rate will be effective from the **stabilisation date** until the end of your existing **rate guarantee date**.

- 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).

## 7 Non payment of premiums

**We** will cancel the **policy** upon non payment of premiums. Payment of premiums must be made within 30 days of the original request date. This will mean **you** will have no cover in place with **us** for future lump sum benefits and may result in an uninsured liability.

Any entitlement to any benefits that have not already been paid will continue to be paid by **us** on the terms already confirmed to **you**.

Subject to **our** reasonable requirements, **we** may reinstate cover if the premium is subsequently paid within a reasonable period, provided there have been no changes which would have altered **our** decision to provide cover.

## 8 Policy changes and cancellation

### 8.1 What we need to know

**You** need to inform **us** immediately if:

- **you** want to change the cover or **eligibility** criteria for the membership,
- there are any material changes to the **employer** or **trustees**,
- 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
- there is a change in the nature of an **employer's** business
- **you** want to include any additional cover
- the total sum insured increases/decreases by 25% from the last premium rates review date (or **start date** if rate review not yet happened)

- there is any change to the **scheme rules** that affects future or existing membership/benefits
- **you** want to cancel the **policy**.

However, **we** will reserve the right to cancel the **policy** if;

- the business location of an **employer** or group of **members** changes; or;
- there is a change in the nature of an **employer's** business or;
- **you** do not give **us** the information and documentation that **we** need to administer the **policy**
- the number of **employees** under this **policy**, combined with any **linked policy** covered, drops to two or below.

### 8.2 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.

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

**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 policy** 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 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 and its ultimate parent company as well as the country in which the company/ultimate parent company is based. If, as a result of our investigations **we** believe that providing a group protection contract would place Aviva at a high risk to exposure of financial crime, **we** reserve the right to cancel or amend the **policy** as appropriate.



## 8.4 How to cancel the policy

There is no cooling off period. **You** may cancel this **policy** at any time in accordance with the **scheme rules**.

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

All cover under this **policy** will stop on the date agreed with **us**.

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

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

**We** will not backdate any cancellation.

## 9 Claims

### 9.1 What information is needed to make a claim

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

There are two ways **you** can submit a claim;

- by fully completing an on-line claim form at [www.aviva.co.uk/grouplifeclaim](http://www.aviva.co.uk/grouplifeclaim); or
- by fully completing a paper claim form.

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

**We** may also ask for:

- medical records of the **member**;
- any necessary employment records;
- a copy of any relevant authorisation showing who is empowered to sign for and act on behalf of the **trustees**;
- evidence of membership and earnings;
- the **member's** birth certificate.

#### Please note

**We** will not pay any claims made more than 2 years after the earlier of:

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

Lump sum benefits are payable to the **trustees**. **We** will consider, where requested, payments elsewhere to a UK bank account. All payments will be made in pounds sterling and will be in line with the **excepted group life policy conditions**.

## 10 Further policy conditions

### 10.1 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**; or
- 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.

### 10.2 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.

### 10.3 Contacting us

If **you** need to contact **us** about this **policy**, please contact **us** at the address shown in the **policy schedule**, quoting **your policy** number. Alternatively call **us** on 0800 1455684.

**We** may refuse to take action until **you** have met all of **our** reasonable requirements. **We** may ask **you** to send **us** any relevant forms or other documents, completed by the appropriate person(s).

### 10.4 Third party rights

No person other than Aviva Life & Pensions UK Ltd and **you** will have any rights under this **policy**. Any person who is not a party to this **policy** 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.

### 10.5 Data Protection

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

**We** and **you** will each comply with their respective obligations under the **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 the 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 **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**.

## 11 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. Our contact details are:

Group Protection Complaints  
Aviva Life & Pensions UK Ltd  
PO Box 3240  
Norwich  
NR1 3ZF

Telephone: 0800 404 9541  
E-mail: [grcomp@aviva.com](mailto:grcomp@aviva.com)

We have every reason to believe that you will be totally satisfied with your Aviva policy, and with our service. It is very rare that matters cannot be resolved amicably. However, if you are still unhappy with the outcome after we have investigated it for you and you feel that there is additional information that should be considered, you should let us have that information as soon as possible so that we can review it. If you disagree with our response or if we have not replied within eight weeks, you may be able to take your case to the Financial Ombudsman Service to investigate. Their contact details are:

The Financial Ombudsman Service  
Exchange Tower  
London  
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Website: [www.financial-ombudsman.org.uk](http://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 [www.fscs.org.uk](http://www.fscs.org.uk) or telephone 020 7892 7300.

# Definitions

## Actively at work

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

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

## Anniversary date

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

## Auto enrolment date

The **employers** staging date and, if different, the staging date for **members** covered under this **policy**, or if the **employer** has chosen to postpone, the date the **employer** has chosen as their deferral date and, if different, the deferral date for **members** covered under this **policy**.

## Cease age

Midnight on the day before the age at which cover for a **member** ceases, as set out in the relevant **policy schedule** applicable to that **member**. The maximum age can't exceed midnight on the day before a **member's** 75th birthday.

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

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

## Data Protection Laws

Means the General Data Protection Regulation (EU) 2016/679 (**GDPR**) (together with laws implementing or supplementing the GDPR in Member States, in each case as amended and superseded from time to time), and/or all applicable laws, rules, regulations, regulatory guidance, regulatory requirements from time to time.

## Discretionary entrant

A discretionary entrant is an **employee** who needs cover, but has joined the **scheme**:

- before the date they are first **eligible** to join
- 12 months or any time after 12 months of first being **eligible** to join, if their benefit is above £250,000 or they were not **actively at work** on the date they want to join the **policy**.

## 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**.

## Eligible jobholders

**Employees** the **employer** must enrol into their pension scheme.

## Employee

Employees, equity partners and members of the **employer**.

## Employer

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

## Event Limit

A monetary limit that applies to the total value of claims that can be made following an event. Where an event limit is applied it will be shown in **your policy schedule**.

## Excepted group life policy conditions

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

## Free cover limit

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

## Linked policies

Any Aviva registered group life, excepted group life or supplementary relevant life insurance policy taken out by the **employer** and subsidiary undertakings of the **employer** covering different categories of **employees** and/or benefits.

## Lives

Individuals for whom cover for death benefits will be provided by one or more **linked policies**.

## Long term absentee

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

## Medical Information

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

## Member

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

## Overseas

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

## 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 life insurance policy (including the **policy schedule** together with any endorsements), which covers the policy benefits and forms the contract between **you** and **us**.

## Policy schedule

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

## Policy year

The period between:

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

## Pre-existing condition

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

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

in the previous five years immediately preceding the 90 day temporary cover period.

## Rate guarantee date

The date until which rates are guaranteed to apply as shown on the **policy schedule**.

## Scheme

The scheme named as the scheme in the **policy schedule**.

## Scheme administrator

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

## Scheme rules

The rules of the **scheme**.

## Single Premium

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

## Stabilisation date

The date three months after the **employers auto-enrolment date(s)** (unless **you** notify **us** in writing of a lesser period and this is accepted by **us**). This period allows for the **employers** auto-enrolment pension scheme membership to stabilise following the auto-enrolment process.

## Start date

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

## State Pension Age (SPA)

The earliest age at which the **employee** can start to receive the UK State pension. The maximum state pension age we will cover is 68.

## Trustees/you/your

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

## TUPE

Transfer of undertakings (Protection of Employment) Regulations 2006.

## Unit Rate

The rate of premium specified in the **policy schedule** as the unit rate as changed from time to time being the amount payable for every £1000 of lump sum benefit covered under the **policy**.

## We/our/us

Aviva Life & Pensions UK Limited.









## Paper, braille, large font and audio material

Our literature is available free of charge on paper or in Braille, large font and audio format. Just call **08000 686 800** or email **helpdesk@aviva.co.uk** and tell us:

- the format you want
- your name and address
- the name or code of the document.

The document code is in the bottom left hand corner of this page.  
Calls may be recorded/monitored for our joint protection.