Group Life Excepted Benefits

Technical Guide
GR01002 08/2022
This Policy is intended for schemes with five or more members

Aviva

By choosing Aviva, part of the UK's largest insurance group, you benefit from our financial strength. Together with millions of customers worldwide you can feel certain of your choice whether you invest for the future, provide against the unexpected, or protect the things that are important to you.

Our size and efficiency give us the strength to deliver an extensive range of value for money, quality products – investments, retirement, protection and healthcare – designed to meet your needs, both now and in the future.

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

This Technical Guide will tell you the main features and benefits about our Group Life Insurance Policies for Excepted Benefits. It should be read alongside the illustration with which it was issued. **It does not form part of the policy contract**. Full details of the contract terms can be found in the Policy Wording.

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

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

Contents

Please note

Throughout this document certain words are shown in **bold** type. These are defined terms and have specific meanings when used in this technical guide. The meanings of these words are set out in the Definitions section in the back of this booklet.

Policy aims

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

- provide insurance to cover a **lump sum benefit**, for example a fixed amount or a multiple of salary, payable via a discretionary trust in the event of the death of a **member**; and/or
- choose the level of benefits to meet **yours** and the **member's** needs
- choose whether to insure all **employees** or a category of **employees**
- decide when new entrants can join the **scheme** and the age in which benefits will cease, up to a maximum age of 75.

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

The **policy** is suited to UK, Channel Islands or Isle of Man registered **employers** with more than 5 insured **members**.

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

- where there is no trust**, trustee** or **employer**
- **employers** who wish to insure fewer than 5 **members**
- **employers** or partnerships who are not registered in the UK, Channel Islands or Isle of Man
- **employers** with **members** who are not in the UK, Channel Islands or Isle of Man or one of **our standard territories**, unless otherwise agreed
- employers looking to provide regular income after the death of a **member**
- **employers** who wish to provide cover beyond the age of 75.

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

Your commitment

You agree to inform **us** straight away:

- about any **discretionary entrants**;
- when a **TUPE** or group employment transfer takes place;
- if **you** want to change the cover; or
- if **you** want to change the eligibility criteria for membership;
- when any **member** moves overseas to a location which is not listed in **our standard territories** or any additional locations detailed in **your policy schedule**;
- about any claims; and
- about any changes to the **employer** or **trustees**

You agree to:

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

You also agree to provide **us** with all of the information **we** need:

- when **you** apply for the **policy**;
- at anniversary/**rate guarantee dates**;
- when **you** make a claim;

and tell **us** if these details change.

Risk factors

- Cover may stop if **you** don't comply with the terms and conditions of the **policy** or if **you** stop paying premiums. This will mean **you** will have no cover in place with **us** for future **lump sum benefit** and may result in an uninsured liability.
- Employees may not be covered or may have their benefits restricted where **medical information** is not provided.
- Payment of claims may be delayed if **you** do not provide the information **we** ask for.
- **We** recommend that a lawyer considers the content of the **employees'** contracts for **you** in the light of this **scheme**, and any requirements **you** may have for offering the benefits to the **employees**.
- **We** usually guarantee the rate(s) for two years after the start of the **policy**.

The guarantee may not apply if:

- the sum insured we are covering changes by 25%;
- the number of **employees** who are covered falls below five (if this happens **we** reserve the right to cancel the **policy**); or
- there is a change to the (or any new) legislation, regulation or taxation affecting the **scheme**;
- there is a change to the:
  - benefit basis;
  - eligibility;
  - nature of business; or
  - companies included within the **scheme**.

Your questions answered

1 How does the policy work?

- The trustees appointed to the scheme will be the policyholder.
- **You** decide the level of benefits **you** need.
- **You** can choose whether to insure all of **your employees** or a category only and select the **cease age**.
- **Employers** normally pay all of the premiums and the cost is usually treated for tax purposes as an allowable business expense. Premiums are not normally taxed as a benefit in kind for **employees**.
- **You** provide **us** with the information **we** require to assess any claims.
- We will pay **lump sum benefits** as advised by the **trustees**. The **lump sum** is normally tax-free.

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

2.1 Who can be covered?

Employees with a contract of employment with a UK, Channel Islands or Isle of Man **employer** covered by the **policy** and who meet the **eligibility** and **actively at work** conditions. Details of **eligibility** and **actively at work** are in 2.3 and 2.5.

2.2 Can cover be provided for members who are not in the UK, Channel Islands or Isle of Man?

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

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

- they are working in one of the listed **standard territories** or any additional locations detailed in **your policy schedule**; and
- they still have a contract of employment with a UK, Channel Islands or Isle of Man **employer** covered under this **policy**; and
- the premium to cover **members** based **overseas** is paid in sterling by **you**; and
- they are still eligible for cover under the **policy**

You can ask **us** to cover individuals who are working in a country outside of the **standard territories**. In order to consider cover, **we** will require full details of these individuals including their location and the duration they expect to be located overseas before **we** can agree cover. There may be circumstances where **we** are unable to provide cover. Any additional locations will be detailed in **your** illustration or **policy schedule**

You must tell **us** about any **members** who are working **overseas** at the **policy** start date or **rate guarantee date**. **You** must also tell **us** the countries that they will be working in.

For any **overseas members** who do not pay UK taxes, no tax relief should be claimed in respect of premiums paid for those **members**.

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

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

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

2.3 What are the eligibility conditions?

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

- minimum and maximum entry ages;
- any service qualifications;
- the categories of **employees** to be covered;
- the date that new entrants will enter the **scheme** (for example, monthly).

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

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

2.4 Can different Group Life policies be linked?

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

Important Note

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

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

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

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

If the **employee** is not **'actively at work'**, **we** will not offer cover until that person has made a full and active return to their normal occupation for 5 consecutive working days.

Exceptions to 'actively at work'

For existing schemes of 20 or more lives **we** will in most circumstances waive **our 'actively at work'** conditions if immediately before the start of this **policy**, those **members'** benefits were covered by another insurer and **we** have been informed about any **long term absentees**, and also **members** who have been medically rated, declined, or had cover restricted or postponed. This is provided there has been no break in cover or increases in benefit level.

For these **schemes we** will also waive **our 'actively at work'** conditions for any new **employees**.

You do not usually 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 **scheme free cover limit**.

Actively at work conditions will apply:

- where a category of membership has less than five **members**.

TUPE transfers and group employment transfers

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

Where a **scheme** is 19 lives or fewer:

- **Actively at work** conditions will apply;
- **we** require details of any **member** who is located overseas;
- **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 is located overseas;
- 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, **we** may consider cover under the existing Aviva scheme, or alternatively, advise any additional requirements.

2.6 When will cover stop for a member?

You choose the policy **cease age**, which can be **SPA** or any fixed age up to a maximum of 75. If the **cease age** is linked to a **SPA**, the **cease age** will be the later of either 65 or the **member's SPA**.

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

Cover will stop when a **member**;

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

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

2.7 What types of cover are available?

Lump sum benefit

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

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

2.8 What happens if someone is temporarily absent?

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

Where absence is due to any other reason (for example, maternity, paternity, shared parental leave, adoption leave or Armed Forces Reserves call up), then cover may continue to be provided for a maximum of 36 months providing premiums continue to be paid and a contract of employment with a UK, Channel Islands or Isle of Man **employer** is maintained.

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

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

2.9 Can cover be extended?

Redundancy

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.

Early Retirement

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 How is the policy set up?

3.1 What do we need in order to set up the policy?

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

- name
- gender;
- dates of birth;
- salaries;
- benefit basis/level;

- occupations;
- work locations; and
- countries of residence (if outside the UK, channel Islands of Isle of Man).

We will also need full details of any:

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

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

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

- a fully completed trustee proposal and application form;
- a deposit premium or direct debit mandate;
- a completed membership schedule, or confirmation that membership details shown in the illustration are correct;
- individual details of any **member** whose total benefits are above the **free cover limit** (shown on illustration);
- signed and dated **scheme rules** (incorporating the trust provisions). Existing **schemes** that transfer cover to Aviva may continue to use their existing trust and rules. It is the responsibility of the **trustees** to ensure that the rules are updated to reflect future changes. **We** will require a copy of the existing rules and trust for **our** file;
- for existing **schemes**, written confirmation from the previous Insurer that any **members** above the **free cover limit** have previously been underwritten, the amount underwritten, the underwriting decision and the date of acceptance.

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

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

Cover up to the free cover limit

For **policies** with 5 or more **members we** will usually offer a **free cover limit**. The **free cover limit** is the maximum amount of cover **we** can give without a **member** needing to give **us medical information**. This means that **medical information** may only be required for benefits above the **free cover limit**, provided that the person:

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

If normal terms apply following medical underwriting, then no further information is needed, provided that any increases do not take benefits 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.

A **discretionary entrant** is someone who **you** wish **us** to consider covering under the **policy**:

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

The **free cover limit** will not apply if at any **anniversary date** there are fewer than 5 **members** covered under the **policy**. In such cases we will need **medical information** for:

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

We will reapply a **free cover limit** if the number of **members** returns to 5 or more.

Members with loadings or restrictions 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 information on their leisure activities, medical history and family history. **We** call the assessment of this information, medical underwriting.

We prefer to collect this information using our digital platform as it is faster, more convenient and avoids the need for the **member** to complete a long questionnaire. A paper form or telephone interview is available on request.

Depending on the information a **member** gives **us**, **we** may need to ask for more evidence. This could include a medical examination and blood or other tests. **We'll** pay for the cost of the medical examination and tests if **we** ask for more evidence. **We** will only consider paying benefit for these **members** if **we** can obtain satisfactory medical 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'll assess all the medical evidence to decide if **we** can offer cover and if any special terms are appropriate. If **we** do apply special terms, these will apply straight away.

We'll write to **you** to explain any special terms.

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

Members with loadings or restrictions will not benefit from any increase in the **free cover limit**.

3.3 If we have medically underwritten an employee, when will they next need to give you medical evidence?

We have two types of medical underwriting, forward underwriting and Once Only. The one that will apply to **your policy** will depend on the number of **members we** cover under the **policy**.

Schemes with fewer than 20 members – Forward underwriting
For **members** who have been accepted for cover by **us**:

- at ordinary rates, or
- at an extra premium loading of up to 150%;
- they won't normally need to give **us** more medical evidence for increases in benefit until their total of all increases after **we** medically underwrite them is greater than £300,000.

If **we** are unable to accept a **member** on a forward underwriting basis, **we** will write to **you** and explain any special terms.

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

Schemes with 20 or more members – Once Only
For **schemes** of 20 or more **members**, in most circumstances, **members** will only be medically underwritten once, unless their total benefit exceeds £5 million. **Our policy** of only medically underwriting once can apply even if special terms have been applied to individual **members**. Once medical underwriting is concluded **we** will tell **you** if cover is provided and/or any additional premiums need to be paid.

If **we** are unable to accept a **member** on a "Once Only" basis, **we** will write to **you** and explain any special terms.

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

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

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

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

We have two types of medical underwriting, forward underwriting and Once Only. The one that will apply to **your policy** will depend on the number of **members** covered when **we** assume risk for the **policy**. If the number of **lives** has changed, this may not be the same approach used by the previous insurer.

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.

Schemes with fewer than 20 members – Forward underwriting
If a **member** meeting **our** switch terms was accepted by the previous insurer on a forward underwriting basis, **we** will accept the terms offered by the previous insurer.

This means **members** won't need to give us medical evidence for an increase in benefit until the total of all their increases is more than the forward underwriting bar provided by the previous insurer.

For all other **members**;

If their existing cover with the previous insurer is more than **our free cover limit**, **we'll** need medical evidence on the next increase in cover. This could be at the switch date if cover is increased at that date.

If their existing cover with the previous insurer is less than **our free cover limit**, **we'll** need medical evidence when their benefit first goes above **our 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.

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.

Schemes with 20 or more members – Once Only
If a **member** meeting **our** switch terms was accepted by the previous insurer on a Once Only (or equivalent) basis and their cover does not exceed £5 million, **we** will provide cover on **our** Once Only terms for benefit increases.

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

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

Cover will be subject to a maximum of £2million of benefit insured above the greater of the **free cover limit** or previously underwritten benefit. It will not apply to any **member** who has previously:

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

4 What premiums will be charged for the cover?

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

- level of benefits insured;
- **eligibility** and entry conditions as shown in the **policy schedule;**
- age of **members;**
- gender split of the **members;**
- occupations of the **members;**

- locations of the workforce; and
- claims history if the **scheme** has been insured before.

The minimum premium **we** will charge is £600. All premium payments are to be made in pounds sterling.

4.1 How will premiums be calculated?

Schemes with between 5 and 19 members: Single Premium Rate Basis

Premiums will be calculated for each **member** using **our** current premium rates (these underlying rates are guaranteed for two years). This means premiums are recalculated each year and are dependent upon the age and benefit of each **member** at the beginning of each **policy** year. Premium rates generally increase with age.

We also need to know the amount of benefit needed for each **member** at the **anniversary date**.

Schemes with 20 members or more: Unit Rate Basis

Premiums will be calculated based on a unit rate:

- for **lump sum benefit,** this is shown per £1,000 of benefit

The premium is calculated based upon the total benefits for **members** at the **start date** or **anniversary date.**

If the number of **members** in an existing **scheme** falls below 20, the **policy** may be costed on a **single premium** rate basis.

4.2 Will there be any unexpected extra premiums?

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

Additional premiums may be payable for **members** who have been medically underwritten because of their health or any hazardous pastimes. These loadings will apply immediately but become payable at the next **anniversary date.**

Terms and conditions

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

- the sum insured covered changes by 25% or more;
- the number of **employees** who are covered falls below five (if this happens **we** reserve the right to cancel the **policy**); or
- there is a change to the (or any new) legislation, regulation or taxation affecting the **policy**;
- there is a change to the:
  - benefit basis;
  - eligibility;
  - nature of business; or
  - companies included within the **policy**.

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

4.3 What commission is included in the premium?

In addition to any commission, the premium could also reflect the fact that our staff are salaried and may receive an annual bonus based upon the overall performance of the Aviva Group. Some members of staff may also receive an additional bonus a proportion of which relates to their sales performance.

4.4 Is there a discount for good claims experience?

Claims experience is a factor in assessing a unit rate and premium for a **policy**, so a good claims history will usually be reflected in the rate and premiums charged.

5 How does the policy accounting work?

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

5.1 What information is needed for accounting purposes?

For both **single premium** and **unit rated** policies a list of all **members** will be required at each **anniversary date** showing their:

- name;
- gender;
- date of birth;
- salary or benefit;
- **policy** category (if more than one is covered);
- dates of joining for any new **members;**
- date of leaving for any **members** who have left the **scheme** or are leaving the **scheme**.
- any other relevant information such as **members** who are located overseas

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** for this up to 90 days after the **anniversary date**. If the information needed is 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.

5.2 How are accounts adjusted for members who join, leave or have benefit changes during the year?

Single premium rate policies

We will calculate a premium adjustment to make sure that **we** charge the correct premium for the amount and length of the cover that **we** actually provided.

Any premium adjustment for people who join, leave or have changes in benefit will be payable at the end of the **policy year**. The premium adjustment will be from the relevant date to the next **anniversary date**. Where the period is not a complete year, the premiums will be adjusted accordingly.

Unit rate policies

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 during the previous **policy year** and will be payable at the end of the **policy year**.

6 How are Claims made?

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

6.1 How are claims submitted?

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

- by fully completing an on-line claim form at aviva.co.uk/grouplifeclaim; or
- by fully completing a paper claim form.

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.

6.2 What might be needed to assess a claim?

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

We may also ask for:

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

6.3 To whom can payments be made?

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

If you have any questions about making a claim email us at grouplifeclaims@aviva.com, or call us on 0800 1582714. Calls may be monitored and/or recorded.

You can also write to us at:

Aviva Group Protection
PO Box 3240
Norwich
Norfolk
NR1 3ZF.

7 When will the policy be cancelled?

7.1 When can you cancel the policy?

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

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

We will not backdate cancellations.

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

7.2 When can we cancel the policy?

We can cancel the **policy** if:

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

If the provision of cover would cause, or be reasonably likely to cause, **us** to breach any law or regulation in the given territory **we** reserve the right to cease cover within that territory.

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

Sanction Checking

In order for **us** to help manage **our** exposure to the risk of financial crime, **we** will, from time to time, undertake a sanction check of the company, its directors, its ultimate parent company and its ultimate beneficial owners, as well as the country in which the company/ultimate parent company is based. If, as a result of **our** investigations **we** reasonably believe that providing a group protection contract would place Aviva at a high risk to exposure of financial crime, **we** reserve the right to cancel or amend the **policy** as appropriate.

7.3 Does the policy have a surrender value?

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

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

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

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

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

8 What is not covered?

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

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

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

9 What are the tax considerations?

All references to taxation are based on **our** understanding of current tax law and practices. Tax law and practices could change in the future. **You** should get professional advice from **your** own tax advisers.

9.1 What are the tax considerations for payment of premiums?

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

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

9.2 What are the tax considerations for payment of benefits?

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

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

10 Is there a Continuation Option?

This option is not offered to new **policies** and cannot be added to existing **policies** if it is not already part of the benefit basis. If the **policy** already has a Continuation Option this will be detailed in the **Policy Schedule**.

11 How might Auto Enrolment affect my policy?

If **eligibility** to **your** Group Life **policy** is linked to Pension Scheme membership (either for all members or a category of membership), then Auto Enrolment can affect the membership/total sum assured of the **policy**. The **employer**, with the **Trustees**, will need to decide whether **employees** joining as a result of Auto Enrolment should be covered under the Group Life **policy**.

How do we treat employees joining under auto-enrolment?

If an **eligible jobholder** joins the qualifying pension scheme at any time other than:

- the **employer's auto-enrolment date** or;
- **eligible jobholders** re-auto-enrolment date;
- the standard **eligibility** period for joining the **policy;**

our **discretionary entrant** terms will apply.

If an **employee** who does not meet the **eligible jobholder** criteria chooses to join the **employers** auto-enrolment pension scheme on any date, other than;

- the standard **eligibility** period for joining the **policy**

our **discretionary entrant** terms will apply.

Further information

Please contact your usual Financial Adviser or call us on 0800 0513472.

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

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

Third Party Rights

Only we and the trustees will have any rights under these policies. Any person or persons who are not a party to these policies shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms under this policy. Reference to, or the consent of, any person who is not a party to the policy is not required for any changes to it or its rescission.

Compensation

The Financial Services Compensation Scheme (FSCS) may cover your policy. It will cover you if Aviva becomes insolvent and we are unable to meet our obligations under the policy.

For this type of policy, the FSCS will cover you for 100% of the total amount of an existing claim. The FSCS will also provide a refund of 100% of the premiums that have not been used to pay for cover whether you are making a claim under the policy or not.

For further information, see fscs.org.uk or telephone 0800 678 1100.

Currency and jurisdiction

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

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

Insurer

The Group Life Insurance Policies are underwritten by Aviva Life & Pensions UK Limited.

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

The Head Office of Aviva Life & Pensions UK Limited is Wellington Row, York, YO90 1WR, United Kingdom. Aviva Life & Pensions UK Limited is a wholly owned subsidiary of Aviva plc.

If you have any cause for complaint

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

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

Phone: 0800 1582714
Email: gpcomplaints@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
E14 9SR

Phone: 0800 0234567
Email: complaint.info@financial-ombudsman.org.uk
Website: financial-ombudsman.org.uk.

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

Solvency and Financial Condition Report

Every year we publish a Solvency and Financial Condition report which provides information about our performance, governance, risk profile, solvency and capital management.This report is available for you to read on our website at aviva.com/investors/regulatory-returns/

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 0800 051 3472 or email groupprotection@aviva.com 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 the back page of this document.

Calls may be recorded/monitored for our joint protection.

Data Protection

Aviva Life and Pensions UK Limited is the data controller responsible for processing any personal information you provide us.

As the policyholder our understanding is that you are not required to obtain individual consent from employees before providing us with any personal data we require to set up, administer and assess any claims under the policy. However you will need to ensure that you comply with data protection law and regulation and ensure that the appropriate information has been provided to data subjects to explain how the information will be processed and shared. If we need to obtain personal data from anyone covered under the policy, we will contact them and if necessary obtain their consent before collecting and using their information.

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

Details of our full Privacy Policy is available at aviva.co.uk/privacypolicy or you can request a copy by contacting us at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD. If you have any questions about how we use personal information, please contact our Data Protection Officer by writing to them at Data Protection Officer, Aviva, Level 4, Pitheavlis, Perth, PH2 0NH.

Definitions

Some of the terms and expressions that **we** use in this Technical Guide have a specific meaning for this type of policy. Here are some of the terms explained:

Actively at work

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

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

Anniversary date

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

Auto Enrolment date

The **employers** staging date and, if different, the staging date for **members** covered under the **policy** or, if the **employer** has chosen to use postponement, the date the **employer** has chosen as their deferral date, and if different, the deferral date for **members** covered under the **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's** category. The maximum age can't exceed midnight on the day before a **member's** 75th birthday.

Discretionary entrant

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

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

These conditions can be summarised as;

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

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

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

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

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

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

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

Free cover limit

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

HMRC

Her Majesty's Revenue and Customs

Location(s)

Specified location(s) as detailed in your **policy schedule**

Long term absentee

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

Lump sum benefit

The total lump sum benefit that would be paid for a **member** in the event of a claim, as shown in **your** quote and **policy schedule**.

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 death benefits will be provided under the **policy**.

Overseas

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

Policy

The Aviva group life 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 from time to time) stating details of the **employer**, cover provided by the **policy** and any special terms (if applicable).

Policy year

The period between:

- the **start date** and the first **anniversary date**; or
- the **anniversary date** and rate guarantee 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 before any cover is provided for under the **policy**.

Rate guarantee date

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

Registered scheme

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

Scheme

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

Scheme administrator

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

Scheme eligibility date

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

Scheme rules

The rules of the **scheme**.

Single premium

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

Standard Territories

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

State Pensionable 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.

Start date

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

Sub Event Limit

A monetary limit that applies to the total value of claims that can be made following an event, for claims relating to **members** located at the location(s) including travelling to and from the location(s) for work purposes. The location(s) will be shown and detailed in **your policy schedule**. The sub event limit is included within the overall **event limit** and is not in addition to it. Where a sub event limit is applied it will be detailed in **your policy schedule**.

Travel Limit

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

Trustees/you/your

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

TUPE

Transfer of undertakings (Protection of Employment) Regulations 2006.

Unit Rate

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

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

covered under the **policy**.

We/our/us

Aviva Life & Pensions UK Limited.

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