

Flexible Benefits for Registered Group Life Insurance

Policy Wording

GR01008 - Version 08/2022

This policy is intended for schemes with 100 or more members



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 document.

1 What benefits are covered

We can cover **members** for:

- a lump sum **core benefit** and **flex benefit**

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.

You can also use all or part of the lump sum to provide a dependant's pension but **you** should tell **us** in advance to ensure that the benefit is defined as a lump sum benefit.

Where the lump sum benefit is above the Lifetime Allowance (LTA) when combined with any other benefits from **registered schemes** for the **member**, it may be subject to an LTA charge. However, any amount over the LTA may be used to pay for a dependant's pension, which, under current law, will not be liable for any LTA charge.

2 Who is covered

Members with a contract of employment with a UK, Channel Islands or Isle of Man **employer** 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, including the lump sum equivalent of any dependant's pension benefits (if covered), are not above the 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

Cover up to the free cover limit

We will usually offer a **free cover limit**. This means that **medical information** may only be required for benefits above the **free cover limit**, provided that the person:

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

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

The **free cover limit** will not apply if at any **anniversary date** there are fewer than 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

At the **start date** and once every month **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**. This information will be the information **we** require to administer the **policy** and will be as agreed between **you** and **us** prior to the start date of the **policy**.

If a **member's core benefits**, or **core benefits** and **flex benefits** are over the **free cover limit**, they will need to provide **us** with **medical information**.

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

We will assess all the medical evidence to decide if **we** can offer cover and if any special terms are appropriate. If **we** do apply special terms, these will apply straight away.

We will write to **you** to explain any special terms.

Unless **we** tell **you** otherwise, any special terms will apply to the **member's** cover under this **policy** and all **linked policies**.

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

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

2.2 When medical information is required for previously medically underwritten employees

Once Only

In most circumstances, **members** will only be medically underwritten once, unless their total benefit exceeds £5 million, in which case **we** will need further **medical information**. **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.

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

2.3 Switching the insurance to us from another insurer

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

We will require confirmation from the previous insurer on all previously 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**.

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

Once Only

If a **member** 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 salary related benefit increases.

2.4 Temporary Cover

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

- 180 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 because of a **pre-existing condition**.

Cover will be subject to;

- a maximum of £2m 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 not provided full **medical information** to **us** or another insurer.

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

2.5 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 are next **actively at work**.

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**.

Actively at work conditions will apply:

- where a **member** requests **flex benefit** during a **qualifying period**

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

2.6 Discretionary Entrants

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

2.7 TUPE transfers or group employment transfers

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

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

- **long term absentee** information; and
- details of any **member** who is located overseas, 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.

2.8 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 with a UK, Channel Islands or Isle of Man **employer** is maintained.

Where absence is due to any other reason, such as paternity, shared parental leave and adoption leave, **we** can continue to provide cover for a maximum of 36 months providing premiums continue 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 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**.

2.9 Overseas Cover

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

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

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

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

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.

2.10 Auto Enrolment

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 (including any lump sum equivalent of a dependant's death in service pension, and/or benefits under a **linked policy**) 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 (including any lump sum equivalent of a dependant's death in service pension) 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 **default** benefit covered the day prior to early retirement (unless agreed otherwise).

3.2 Redundancy Cover

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

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

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

4 When cover ceases

We will stop covering **members** when:

- they die; or
 - they leave the **scheme**; or
 - they leave service (including redundancy where there is no redundancy cover); or
 - they reach 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
 - 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 **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 sub event limits and travel limits)

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

The benefits payable may be reduced and/or limited, if **event claims** arise directly or indirectly out of or in connection with, an **event**. Our maximum liability in respect of all benefits under this **policy** and any **linked policy** for which an **event claim** shall not exceed the **event limit** amount specified on **your policy schedule**. In some instances, we may also apply a **sub event limit** or **travel limit** to **your policy**. Where these limits apply, they will be shown on **your policy schedule**.

We shall determine what is an **event** and **we** will tell **you** why **we** have reached **our** decision.

We shall be discharged from all liability for **event claims** in excess of the **event limit**, by payment of an aggregate sum up to a maximum of those specified limits, having considered all of 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. If claims considered as part of an **event** include a death in service pension element, we will use the annuity costs for the purpose of calculating if **event claims** exceed the specified **event limit**, **sub event limit** or **travel limit**.

In addition to these monetary limits, **we** may also apply an **event time limit** to the **policy**. The **event time limit** will be declared by **us** as soon as reasonably possible after the **event**, and **we** will tell **you** why **we** have reached **our** decision.

We will pay an **event claim** during the **event time limit** up to an aggregate total of the **event limit**. **Event claims** made within the **event time limit**, but after the **event limit** has been exceeded will not be paid.

Once the **event time limit** expires, the **event** and **event limit** it relates to will no longer apply and an **event claim** will be assessed as a **claim**.

What happens when the time limit lapses?

If, for example, in the event of a pandemic, **we** would pay out claims that occurred before the time limit lapses, up to an aggregate total of the **event limit**. For claims in respect of that same event that occur before the time limit lapses but after the **scheme event limit** has been exceeded, will not be paid. Any deaths that occur as a result of the same pandemic after the time limit lapses, will not be classed as being part of the same event and so will be treated as a normal claim and not subject to the **event limit**.

6 Calculation of premiums

Each month **we** require a membership listing (in electronic format) detailing the required information agreed between **you** and **us** prior to the **start date** of the **policy**.

If the information is not received within 30 days of this date, **we** will calculate the benefit and premiums paid on the latest information **we** hold. This could result in an uninsured liability.

Premiums are paid by **you**. **Flex benefit** premiums are normally paid by **you** via a salary sacrifice arrangement.

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

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

Single premium basis

The **single premium** basis is normally used to calculate the **flex benefit**.

We calculate these premiums by multiplying the monthly **members** benefits received, as detailed in the membership listing, by a table of rates as shown in the **policy schedule**. The rates will take into account the **members** age.

For **members** who join, leave or have changes in the level of benefit during the **policy year**, **we** will make a premium adjustment at the **anniversary date** (unless agreed otherwise).

Unit rate basis

The **unit rate** basis is normally used to calculate the **core benefit**.

We calculate these premiums by multiplying the monthly **members'** benefits received, as detailed in the membership listing, by the **unit rate** that applies at that date.

The **unit rates** are usually expressed as a rate per £1,000 of lump sum benefit.

For **members** who join, leave or have changes in the level of benefit during the **policy year**, **we** will make a premium adjustment, either on a monthly basis or at the **anniversary date** (unless agreed otherwise).

The premium adjustment will be calculated based on the sum assured and length of cover for all **members** over the **policy year**.

For those **policies** where a **unit rate** basis is used, the same **unit rate** will apply to all **linked policies** if applicable.

Where an additional premium for special terms applies, this will be calculated on a single premium basis irrespective of the number of **lives** covered by this **policy** and any **linked policies**.

6.1 What information is needed to calculate your premiums

The premium for the **policy** will be recalculated on the **anniversary date** (unless agreed otherwise).

Each month **we** require a membership listing (in electronic format) detailing the required information agreed between **you** and **us** prior to the **start date** of the **policy**.

If the information is not received within 30 days of this date, **we** will calculate the benefit and premiums paid 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 19 or fewer **members**) or more from the last premium rates review date (or **start date** if rate review not applicable)
 - 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

If **we** cancel the **policy** due to non-payment of premiums, new claims will only be considered up to the date the last premium covered.

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

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;
- any **member** moves overseas to a location which is not listed in **our standard territories** or any additional locations detailed in **your policy schedule**;
- 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 **rate guarantee 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; or
- **you** want to cancel the **policy**.

8.2 When you can 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.

We will not backdate any cancellation.

8.3 When we can 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 business location of an **employer** or group of **members** changes; or;
- there is a change in the nature of an **employer's** business 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.

8.4 Surrender value

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

8.5 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 **our** reason for declining) to the change and the date from which it is effective.

8.6 When we can make changes to the policy

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

We may, at each **rate guarantee date**, or at any time if required, make reasonable changes to the terms and conditions provided for in this **policy** and any **linked 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, 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** believe that providing a group protection contract would place Aviva at a high risk to exposure of financial crime, **we** will reserve the right to cancel or amend the **policy** as appropriate.

9 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 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.

Flex 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.

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 051 3472.

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 1582714
E-mail: 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
Telephone: 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.

Financial services compensation scheme (FSCS)

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

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

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.

Claim

A claim that is not an **event claim**.

Core benefit

The minimum amount of benefit allowed for each **member** covered under the **policy**.

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.

Default benefit

The level of benefit that a **member** will receive on joining the **scheme** if no **flex benefit** is selected.

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 after 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**. This will be detailed in the **policy schedule**.

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

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

Eligible/Eligibility

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

Eligible jobholders

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

Employee

A person employed by the **employer**.

Employer

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

Event

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

Event Claim

A claim for payment of benefits that is made arising directly or indirectly out of or in connection with the same **event**.

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**.

Event Time Limit

A period of time declared by **us** in which any claims that arise due to the same **event** will be paid subject to the overall **event limit**.

Flex benefit

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

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

Benefit level increases are limited to two per **policy year**;

- one at the **anniversary date**
- one, within 2 months of a **lifestyle event**.

Free cover limit

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

Lifestyle event

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

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

An **employee** who is covered under the **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.

Qualifying period

The **start date** or scheme **eligibility date** or;

- the **policy anniversary date** or;
- an **anniversary date** and the date of termination of the **policy** (if termination occurs before the next **anniversary date**) or;

within two months following a qualifying lifestyle event which are shown on the **policy schedule**

Rate guarantee date

The date until which rates are guaranteed to apply as shown on 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 HM Revenue and Customs in accordance with Chapter 2 of Part 4 of the Finance Act 2004.

Scheme

The **registered 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**.

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, as stated in the **policy schedule**.

Sub Event Limit

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



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(**GR01008 08/2022**) in large font, braille or as audio.

How to contact us

 0800 051 3472

 groupprotection@aviva.com

 [Aviva.co.uk](https://www.aviva.co.uk)

Calls may be recorded/monitored for our joint protection.

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Aviva Life & Pensions UK Limited.

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