

Group Life Insurance Scheme Rules for Excepted Benefits

For use when the Principal Employer is a
Limited Company or Limited Liability Partnership



Important notes

These Rules are designed to be used where the Principal Employer that is setting up the Scheme is a Limited Company or Limited Liability Partnership, and where either the Principal Employer itself is acting as the only Trustee, or Individual Trustees are to be appointed.

1 Using the Rules

The Rules are made as a Deed and established under an irrevocable trust. Any amendment or deletion in this document should be initialled by the persons who sign it.

2 Completing and signing the Rules

Please make arrangements, without delay, for completing and signing the Rules. Please return them to Aviva.

Before you complete or sign the Rules, you are strongly recommended to consult your own Solicitors.

If you are happy with the Rules, please arrange for the Appendix at the end of the document to be completed and signed. Completion and signature of the Appendix will mean completion and signature of the Rules as a Deed.

The Rules contain provisions applicable to companies incorporated in England, Wales or Northern Ireland and the trust law is the law of England and Wales. If a company or limited liability partnership is incorporated elsewhere or if a different law is to apply, you will need to consult your Solicitors regarding the appropriate form of execution and the provisions of the Rules generally.

3 Notifying the Tax Office

It is the responsibility of the Principal Employer to notify its tax office of the setting up of the Scheme. Please note that a copy of these Rules may be requested by the tax office. Where a contribution is paid for more than one Member, the Principal Employer or the Trustees should tell the tax office how it should be split between the Members.

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1. Introduction and Meaning Of Words Used

1A. Introduction

These Rules of the Scheme were made as a Deed on the Deed Date between the Principal Employer and the Original Trustees.

The Principal Employer sets up the Scheme with effect from the Start Date which will be for the sole purpose of providing benefits under an Excepted Life Policy for Eligible Employees or Eligible Persons who are admitted to membership of the Scheme.

The Principal Employer appoints the Original Trustees to be first trustees of the Scheme.

The Scheme shall be known by the Scheme Name.

The Trustees shall hold all the contributions and other assets which they receive, the property representing them and all the income on irrevocable trusts with and subject to the powers and provisions contained in these Rules, to provide benefits in accordance with these Rules.

The Trustees may place monies received by them for the scheme in an account with a building society or bank with or without requiring interest.

The Trustees will apply the contributions received by effecting contracts with an Insurance Company for the purpose of providing benefits under an Excepted Life Policy for the purposes of the Scheme.

The Trustees will administer the Scheme in accordance with the provisions of these Rules subject to any overriding legal requirements.

No person shall have any right to enforce any terms of these Rules by virtue of the Contracts (Rights of Third Parties) Act 1999.

In this Rule 1A 'Start Date', 'Deed Date', 'Principal Employer' and 'Scheme Name' have the meanings specified in the Appendix.

1B. Meaning Of Words Used

In the interpretation of these Rules, unless the context requires otherwise:

- the singular includes the plural and vice versa;
- words denoting one gender include the other gender;
- a reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it. References to statutes or statutory provisions only apply to United Kingdom statutes, not extending to Northern Ireland.

'**2004 Act**' means the Finance Act 2004

'**Absence Laws**' means (a) the laws relating to unfair maternity, paternity leave, adoption leave and family leave provisions set out in Schedule 5 to the Social Security Act 1989 and (b) the maternity, paternity, adoption, or parental leave provisions set out in Part VIII of the Employment Rights Act 1996.

'**Adult Dependant**' means a Member's unmarried partner (whether of the same or opposite sex) who was alive at the date of the Member's death and who in the opinion of the Trustees, at the date of the Member's death, was financially dependent on the Member or had a financial relationship with the Member of mutual dependence. It does not include a Member's Civil Partner or any person who is not a Dependant.

'**Cease Age**' means midnight on the day before the age at which cover for a Member ceases as set out in Explanatory Literature applicable to that Member. The maximum age can't exceed midnight on the day before a Member's 75th birthday.

'**Civil Partner**' means a civil partner of a Member as defined in the Civil Partnership Act 2004.

'**Dependant**' has the meaning given in paragraph 15 of Schedule 28 to the Finance Act 2004. This provides that it means:-

- (1) a person who was married to, or a Civil Partner of, the Member at the date of the Member's death;
- (2) if the Explanatory Literature so provides, a person who was married to, or a Civil Partner of, the Member when the Member first became entitled to a pension under the Scheme:
- (3) a child of the Member if the child (a) has not reached age 23, or (b) has reached that age and, in the opinion of the Trustees, was at the date of the Member's death dependent on the Member because of physical or mental impairment or
- (4) a person who was not married to, or a Civil Partner of, the Member at the date of the Member's death and is not a child of the Member if, in the opinion of the Trustees, at the date of the Member's death;
 - (a) the person was financially dependent on the Member,
 - (b) the person's financial relationship with the Member was one of mutual dependence, or
 - (c) the person was dependent on the Member because of physical or mental impairment.

'**Discretionary Dependant's Capital Sum**' means the single capital sum (if any) provided at the Trustees' discretion for the Spouse Civil Partner or an Adult Dependant of the Member on the Member's death that is of the amount set out in the Explanatory Literature.

'**Eligible Employee**' means a director or employee of an Employer who the Principal Employer decides to admit to membership of the Scheme.

'**Eligible Person**' means the spouse / civil partner or nominated partner for whom the Eligible Employee has elected to provide cover under the scheme. They must have been continuously cohabiting with the Eligible Employee in the UK for a period of no less than 6 months and be financially dependent or interdependent with the Eligible Employee.

'**Employer**' means an employer participating in the Scheme. Where the provisions of these Rules require the Employer's opinion, consent or agreement in respect of any particular Member, it shall mean the Eligible Employee's current Employer.

'**Equality Laws**' means that people with protected characteristics under the Equality Act 2010, have the right not to be discriminated against.

‘Excepted Life Policy’ means an Excepted policy as defined in section 480 of the Income Tax (Trading and Other Income) Act 2005.

‘Explanatory Literature’ means the literature issued describing the terms and conditions of the policy. The literature can include but is not limited to the Policy Wording, Policy Schedule and Member Leaflets.

‘Insurance Company’ means an insurance company as defined in Section 275 of the 2004 Act.

‘Lump Sum Death Benefit’ means the single benefit payable in the event of the Member’s death before Cease Age and as set out in the Explanatory Literature.

‘Member’ means an Eligible Employee or Eligible Person who has joined the Scheme and is entitled to benefits from the Scheme.

‘Original Trustees’ means the Principal Employer or the Trustees specified in the Appendix.

‘Pensionable Children’ means any child of the Member at the date of the Member’s death. It includes any natural or adopted child, any child conceived before the death of the Member and any child to whose maintenance the Member was substantially contributing. It excludes any child aged 23 or over and any person who is not a Dependant.

‘Principal Employer’ means the Employer which established the Scheme or any other principal employer from time to time of the Scheme.

‘Rules’ means these rules as amended from time to time.

‘Scheme’ means the scheme governed by these Rules and named in the Appendix.

‘Service’ means employment with an Employer.

‘Trustees’ means the Original Trustees or any other trustee or trustees from time to time of the Scheme.

2. Joining the Scheme

Eligible Employees and Eligible Persons may join the Scheme if they satisfy the entry requirements.

The Principal Employer, with the Trustees’ consent and with the agreement of the Insurance Company, may:

- (a) permit any Eligible Employee who does not join at their first opportunity to do so at a later date,
- (b) vary the definition of entry requirements for any Eligible Employee or Eligible Person

Or

- (c) allow a director or employee of an Employer who is not an Eligible Employee to join the Scheme (in which case references to “Eligible Employee” in these Rules include such a director or employee).

The terms on which employees and Eligible Persons join the Scheme shall comply with the Equality Act 2010.

The Scheme shall (subject to the consent of the Principal Employer) be open to employees of a non-UK resident Employer that is carrying on a trade in the UK through a branch or agency, if they have employment income as defined in section 7(2) of the Income Tax (Earnings and Pensions) Act 2003.

3. Contributions by Members And Employers

3A. Contributions by Members

No contributions can be paid by Members into this Scheme.

3B. Contributions by Employers

Each Employer will pay to the Trustees such contributions as the Principal Employer decides are necessary to provide the benefits under the Rules.

No contributions shall be made to the Scheme other than by an Employer or a body corporate, partnership or individual that would be a Participating Employer except that the formal requirements for adhering to the Scheme have not been completed.

4. Benefits Payable on Member’s Death

4A. Lump Sum Death Benefit

On the death of a Member before the Cease Age (other than any such Member to whom Rule 5 applies) the benefit will be an amount equal to the Lump Sum Death Benefit.

No benefit will be payable in any other circumstances except any benefit granted in accordance with Rule 8.

4B. Payment of Lump Sum Death Benefit

The Trustees may pay any lump sum payable under this Rule to one or more of the Beneficiaries or apply it for their benefit in such proportions as they see fit. If there is no will of the Member under which it will pass and the only successor on the Member’s intestacy is the Crown or the Duchy of Lancaster or Cornwall, no benefit will be payable. Interest will only be added if the Trustees so determine.

The ‘Beneficiaries are:

- the Member’s widow, widower or Civil Partner
- the grandparents of the Member, their widow, widower or Civil Partner
- the descendants of any of those grandparents (and the Spouses, widows, widowers or Civil Partners, of those descendants)
- the Member’s Dependants
- any person (except the Crown or the Duchy of Lancaster or Cornwall) with an interest in the Member’s estate or any person nominated by the Member in writing to the Trustees
- any charity or club nominated by the Member, or nominated by the Employer as a charity or club which the Employer believes the Member might have chosen, or chosen by the Trustees.

So long as no one other than Beneficiaries can become entitled, the Trustees may:

- (i) direct that all or part of the lump sum will be held by themselves or other trustees on such trusts (including discretionary trusts) and with such powers and provisions (including powers of selection and variation) as the trustees see fit; or
- (ii) pay all or part of the lump sum to the Trustees of any other existing trust.

4C. Discretionary Dependant's Capital Sum (if any)

If the Explanatory Literature provides for a Discretionary Dependant's Capital Sum and a Member dies before Cease Age leaving a Spouse Civil Partner or an Adult Dependant, the Trustees may pay the Discretionary Dependant's Capital Sum to such one of the Member's Spouse Civil Partner or Adult Dependents as they see fit. The Discretionary Dependant's Capital Sum will be payable in accordance with the Explanatory Literature.

If a Member dies leaving Pensionable Children and no surviving Spouse Civil Partner or Adult Dependant, the Discretionary Dependant's Capital Sum will still be paid. It will be paid to one (or divided among more than one) of the Pensionable Children or be applied for their use and benefit in such manner and in such proportions as the Trustees see fit. It may be paid to the guardian or some other person or a fixed or discretionary trust for the benefit of any or all of them.

The receipt by the person to whom the Trustees pay will be a discharge to the Trustees.

No Discretionary Dependant's Capital Sum will be payable on the death of a Member to whom Rule 5 applies.

5. Early Leavers

Membership of the Scheme will cease on the earliest of either the day an Eligible Employee leaves Service or ceases to be an Eligible Employee. An Eligible Employee may also, with the agreement of the Trustees and Principal Employer, choose to leave the Scheme whilst remaining in Service. Should the Eligible Employee leave the scheme whilst in Service or cease to be an Eligible Employee, any cover requested for their Eligible Person will also cease.

When membership of the Scheme ceases, the right to benefits payable under Rule 4 on death also ceases.

6. Eligible Employee Away From Work

6A. Temporary Absence from Work

The Employer may agree with the Trustees and the Insurance Company any special provisions to apply to Eligible Employees in Service who are temporarily absent from work. These provisions may apply to one Eligible Employee only, to a category of Eligible Employees or to all Eligible Employees. An Eligible Employee to whom special provisions apply will be told in writing.

The Scheme shall comply with the requirements of the Absence Laws (see Rule 6C).

6B. Keeping Certain Leavers in the Scheme

The Employer may agree with the Trustees and the Insurance Company to treat certain Eligible Employees as if they are still in Service, even though they have left Service. The Employer will also agree with the Trustees and the Insurance Company special rules to apply to these Eligible Employees. An Eligible Employee to whom special provisions apply will be told in writing.

An Eligible Employee can be treated as still in Service indefinitely if it is injury or ill health which prevents a return to employment.

The Scheme shall comply with the requirements of the Absence Laws (See Rule 6C).

6C. Periods of leave

If an Eligible Employee's Service is interrupted by a category of leave covered within the Absence Laws, the Eligible Employee will be treated as if Service had continued throughout such a period uninterrupted in so far as this is required by the Absence Laws. Contributions payable, rights accruing and benefits arising in respect of such a period will be in accordance with the requirements of the Absence Laws.

7. General Rules about Benefits

7A. Deduction of Tax

The Trustees may deduct from any payment under the Scheme a sum equal to any tax liability in respect of it.

7B. Restrictions on Insured Benefits

Any benefits insured with an Insurance Company will be subject to any restrictions imposed by the Insurance Company with which they are insured.

7C. Benefits Not Assignable

If a Member or other beneficiary attempts to assign or charge any benefit or if any event occurs by which any benefit would become payable in whole or in part to some other person, entitlement to the benefit will cease. The Trustees may pay an equivalent benefit either to the person concerned or to one of the Member's Dependents or divide it between any of them or apply it for their benefit in such a way and in such shares as the Trustees see fit. They may not, however, pay it to anyone in whose favour the person concerned tried to assign or charge the benefit.

7D. Unclaimed Benefits

Any benefit which remains unclaimed for 6 years after it has become payable will be forfeited. The Trustees may with the approval of the Employer pay an equivalent benefit either to the person who has forfeited the benefit or to one of the Member's Dependents or divide it between any of them or apply it for their benefit in such a way and in such shares as the Trustees see fit.

7E. Beneficiary who is Incapable

If the Trustees consider that a beneficiary is incapable of acting (by reason of illness, mental disorder, minority or otherwise) they may apply any amounts due for the beneficiary's benefit or may pay them to some other person or persons to do so. The receipt by the person or persons to whom they pay will be a discharge to the Trustees. Any decision required to be made under the Scheme by the beneficiary may be made by the Trustees.

7F. Equality Laws

The terms on which Members are treated shall comply with Equality Laws.

8. Discretionary Benefits

If the Principal Employer agrees and the Employer pays any necessary additional contributions, the Trustees may provide

- (a) increased or additional lump sum or other capital sum benefits payable on death before Cease Age in respect of any Member or Dependant of the Member
- (b) lump sum or other capital sum benefits payable on death before Cease Age in respect of any Member or Dependant of the Member different from those set out elsewhere in the Rules or
- (c) lump sum or other capital sum benefits payable on death before Cease Age in respect of any employee or former employee of an Employer or any Dependant of a former employee.

9. Trustees

9A. Appointment of Trustees

The Principal Employer may by deed appoint new or additional Trustees and may remove from office any Trustee. Except where a body corporate is the sole Trustee there shall be at least two Trustees. In spite of the Trustee Act 1925:

- (a) there shall be no maximum limit on the number of Trustees;
- (b) a body corporate (including one that is not a trust corporation as defined in section 68(18) of the Trustee Act 1925) may remain or be appointed a sole Trustee.

9B. General Powers

The Trustees may exercise all the powers, rights and discretion in connection with the Scheme necessary or desirable to enable them to carry out any act or deed in connection with the Scheme.

9C. Majority and Delegation

The Trustees may act by majority vote and may delegate powers, rights, duties or discretions to any person and on any terms and may authorise sub-delegation.

The production of either

- (i) a written authority signed by all the Trustees, or
- (ii) a copy of the relevant Trustees' resolution certified by at least one Trustee:

shall be sufficient protection to any person acting in good faith in reliance on it. Such a person shall be entitled to act on the assumption that the authority or resolution remains in force notwithstanding any change of Trustee. If any such authority or resolution is in respect of the giving of receipts or discharges for money payable or property transferable to the Trustees, any such receipt or discharge so given shall take effect as if it had been given by the Trustees.

9D. Expenses

The expenses in connection with the establishment, administration and management of the Scheme will be met by the Employers in such proportions as the Principal Employer decides.

9E. Trustees' Liability

Without prejudice to any right to an indemnity by law given to Trustees, the Trustees (including any former Trustee of the Scheme and the officers and employees of any corporate Trustee) and any delegate, agent or custodian shall be indemnified jointly by the Employers in respect of all liabilities and expenses incurred in the execution (or purported execution) of the trusts of the Scheme or of the trust duties, powers and discretions vested in the Trustees under the Scheme and against all actions, proceedings, costs, expenses, claims and demands in respect of any matter or thing made, done or omitted in any way relating to the Scheme. No Trustee shall be indemnified

- (i) against any breach of trust which is proved to be the result of personal conscious wrongdoing or fraud on his part or
- (ii) in respect of any matter for which the Trustees are indemnified by insurance as described in Rule 9F.

No Trustee (and no officer or employee of a corporate Trustee) and no delegate, agent or custodian shall be liable for any breach of trust of whatever nature whether committed or omitted by any person save that any such Trustee, officer or person shall be liable (but only he shall be liable) in respect of any breach of trust which is proved to be the result of personal conscious wrongdoing or fraud on his part.

Notwithstanding the above, a Trustee (whether or not a corporate body) engaged in the business of providing a trustee service for payment shall be liable for negligence and shall not be indemnified in respect thereof.

The Trustees shall not be obliged to bring or defend any legal proceedings in relation to the Scheme and shall not be chargeable with any breach of trust in any way in connection with any such omission.

The Trustees (including the officers and employees of a corporate Trustee) shall not be liable in respect of any payment or payments of benefit to any person or persons erroneously made by them in good faith.

The Trustees shall not be liable for any loss, which results from having acted upon the advice of any solicitor, accountant, broker, medical practitioner or any other professional person.

9F. Charges and Insurance

A person conducting trust business may be appointed on terms and remuneration agreed between it and the Principal Employer. A Trustee who carries on a professional business may charge for services rendered on a basis agreed with the Principal Employer, as also may a company or firm in which a Trustee is interested.

The Trustees may with the consent of the Employers insure themselves and any of their delegates or agents against liability for breach of trust not involving their own personal conscious wrongdoing or fraud. The Trustees may also insure the Scheme against any loss caused by the Trustees or any of their delegates. Premiums will be regarded as expenses for the purpose of Rule 9D.

9G. Trustees' Interest

Any person shall be entitled absolutely to his benefits under the Scheme regardless of whether the person is a Trustee or a director or employee or member of a corporate Trustee.

No decision of or exercise of a power or discretion by the Trustees shall be invalidated or questioned on the ground that the Trustees or any of them (or a director, employee or member of a corporate Trustee) had a direct or other personal interest in such decision or the mode or result of exercising such power, right or discretion.

10. New Principal Employer

An Employer or holding company may agree with the Trustees to become the Principal Employer. The consent of the previous Principal Employer will be necessary unless it has been dissolved.

A change in Principal Employer shall be effected by deed.

11. Participating Employers

11A. Inclusion in the Scheme

An Employer controlled by or associated with the Principal Employer may agree with the Principal Employer and the Trustees to participate in the Scheme. Each Employer who participates in the Scheme will undertake in writing to comply with the Rules.

11B. Ceasing to Participate

An Employer (other than the Principal Employer) will cease to participate in the Scheme if

- (a) the Trustees decide it ceases to be sufficiently closely associated with the other Employers (including the Principal Employer),
- (b) the Employer terminates its liability to make contributions to the Scheme,
- (c) the Principal Employer gives written notice to the Trustees that the Employer's participation in the Scheme is to cease,
- (d) it goes out of business, or
- (e) it ceases to have any employees who qualify for benefits under the Scheme.

The Scheme will then cease to apply to its employees except for those who remain in Service with another Employer.

12. Termination of the Scheme

The Principal Employer may terminate the Scheme by giving notice to the Trustees. The Trustees will terminate the Scheme if the Principal Employer is dissolved (unless another Employer or a holding company becomes Principal Employer under Rule 10) or if contributions under Rule 3 cease to be paid.

If the Scheme terminates, all benefits under the Scheme shall cease.

13. Alterations to the Rules

The Principal Employer may in writing alter or add to the Rules and may do so retrospectively.

Upon making such alteration or addition the Principal Employer will give written notice to the Trustees.

14. Perpetuity Period

Unless terminated earlier in accordance with the provisions of the Scheme, the trusts of the Scheme will endure for one hundred and twenty five years from the date the Scheme started (which period is specified to be the perpetuity for the trusts) and for such longer period as is then lawful and will then be terminated in accordance with Rule 12.

Appendix – Scheme Details And Rules Signatures

Please read these Important Notes before completing or signing the Appendix

1. Before you complete or sign this Appendix you are recommended to consult your Solicitors.
2. Completion and signature of this Appendix will mean completion and signature of the Rules as a Deed.
3. This document is appropriate for companies incorporated in England, Wales or Northern Ireland and to a trust subject to the laws of England and Wales. If the company or limited liability partnership is incorporated elsewhere, please consult your Solicitors.
4. These Rules assume that the trust is subject to the laws of England and Wales. If a different law is to apply please consult your solicitors as this document is not appropriate.
5. Please use capitals and complete all of the blank boxes unless the notes indicate otherwise.
6. Principal Employer means the employer that establishes the Scheme.
7. The Deed Date is the date on which the Rules are actually signed and should be on or immediately before the Start Date.

Please complete A, B, C, D and E in all cases and, where applicable, F or G.

- A.** Date of the Rules

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

 (“Deed Date”)
- B.** The Scheme is called the

 (“Scheme Name”)
- C.** The Scheme started on

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

 (“Start Date”)
- D.** Name, address and signatures of the Principal Employer. (The persons signing on behalf of the Principal Employer must be **2 separate authorised officials** of that company or limited liability partnership. Where the Principal Employer is to act as the only trustee, no further signatures are required and F and G do not need to be completed).
- Full name of company/
limited liability partnership

 (“the Principal Employer”)
- Full address of Principal
Employer’s registered office
including postcode:

<i>Postcode</i>
- These Rules are **SIGNED and DELIVERED AS A DEED** by the Principal Employer acting by:-
- Signature of Director/
Designated Member

--
- Signature of Company Secretary
or another Director/
Designated Member

--
- E.** Who are to be the Trustees?

Principal Employer	<input type="checkbox"/>	nothing further to complete
Individuals	<input type="checkbox"/>	please complete F
Trustee Company	<input type="checkbox"/>	please complete G

Appendix – Scheme Details And Rules Signatures

- F.** If the answer to E is “Individuals”, please complete with the Names and Signatures of the trustees of the Scheme. There should be **at least 2 individual trustees**. Their signatures should be witnessed by an individual or individuals who are not trustees or signatories for the Principal Employer.

These Rules are **SIGNED and DELIVERED AS A DEED** by

Full Name of first trustee

Signature of first trustee

IN THE PRESENCE OF:

Full Name of witness

Signature of witness

Full Address of witness

 Postcode

These Rules are **SIGNED and DELIVERED AS A DEED** by

Full Name of second trustee

Signature of second trustee

IN THE PRESENCE OF:

Full Name of witness

Signature of witness

Full Address of witness

 Postcode

Appendix – Scheme Details And Rules Signatures

These Rules are **SIGNED and DELIVERED AS A DEED** by

Full Name of third trustee (if any)

Signature of third trustee

IN THE PRESENCE OF:

Full Name of witness

Signature of witness

Full Address of witness

<i>Postcode</i>

These Rules are **SIGNED and DELIVERED AS A DEED** by

Full Name of fourth trustee (if any)

Signature of fourth trustee

IN THE PRESENCE OF:

Full Name of witness

Signature of witness

Full Address of witness

<i>Postcode</i>

G. If the answer to E is “Trustee Company” then, two directors (or a director and the company secretary of the Trustee Company) should sign.

These Rules are **SIGNED and DELIVERED AS A DEED** by

Name of Trustee Company

Registered address

Print name of director

Address

Signature

Date

Print name of director/
company secretary

Address

Signature

Date

The Completed Rules:

After the Rules have been completed and signed, please return a copy to Aviva via your financial adviser if you have one.



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