

Employer guide to Group Life cover

What it is and how it works

Please note: this guide provides brief summaries of the cover and options available. **It doesn't form part of the contract.** For full details you must read the Policy Wording.



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Introduction

Please note, throughout the document, the use of ‘we’ and ‘our’ refers to Aviva.

Part of Aviva’s Group Protection Portfolio, Group Life Insurance can be a valuable asset for employers looking to provide a competitive benefits package. Our Group Life cover helps employers and employees deal with one of the most difficult situations that can happen in the workplace.

Within this brochure, we’ve provided information to help you understand the benefits of Group Life and how it works. This document doesn’t contain the full terms and conditions of the group life policy. These can be found in the appropriate Policy Wording.

We’re unable to give any advice but can take you through your options to enable you to make an informed decision. You’re responsible for deciding what may be best for your specific needs. We recommend you speak to a Financial Adviser if you feel you need advice.



What is Group Life Insurance?

With a Group Life policy in place, Aviva will pay out a lump sum and/or a pension benefit to the employee's spouse/partner and/or their dependants in the event of the employee's death.



What are the benefits of Group Life?

To the employer...

- Helps to enhance the overall benefits package which will assist in attracting and retaining valued staff.
- Premiums will normally qualify as an allowable business expense.

It's important that you review and update your Group Life cover regularly to ensure that it remains appropriate for your needs.

To the employee...

- Gives peace of mind knowing that their loved ones will be supported financially in the event of their death.
- As lump sums usually don't form part of a member's estate, these can be paid quickly and aren't subject to Inheritance Tax.
- The insurance isn't usually classed as a 'benefit in kind' for tax purposes.

How does a Group Life policy work?

In brief, it works as follows:

- You can choose whether to insure all of your employees or just a specific section (e.g Production Line workers only). The employee age at which cover will cease, will also need to be chosen.
- You decide the level of benefits you want to provide the employee (different categories of membership can have different levels of cover).
- The policy is placed under a Trust and operates under a set of Scheme Rules (a model set of Trust and Rules can be provided by Aviva). Further details regarding the trust and rules can be found on page 13 under 'What are the Trust & Rules'.
- An alternative to setting up your own trust and rules (using Aviva's model trust & rules or not), is to place the policy in Aviva's Group Life Master Trust. Details of this option can be found on page 10.
- Employers normally pay all of the premiums and the cost is usually treated for tax purposes as an allowable business expense. Premiums aren't normally taxed as a benefit in kind for employees.
- You provide us with the member information we require each year to calculate accurate premiums and to assess any claims.
- We'll pay lump sum benefits as advised by the Trustees (the people appointed by you to look after the policy and any benefits paid). The lump sum is normally paid tax-free but any pension paid to the dependant is subject to PAYE.

If you need a little more detail on how it all works...

We understand you might have questions about how the policy works and there may be aspects you haven't considered. We've addressed many of these below.

Who can be covered under a Group Life policy?

Employees with a current UK, Channel Islands or Isle of Man registered contract of employment can join, provided they meet the eligibility criteria decided by you. The eligibility criteria can include things like minimum and maximum entry ages, entry dates and waiting periods to name just a few.

What types of cover are available?

Lump Sum – You can choose either a fixed amount or a multiple of an employee's salary (choose a multiple from one times to ten times) to be paid to the employee's dependant/s in the event of their death. You can decide to choose a higher or lower level of multiple or even a fixed benefit (e.g £50,000) for different categories of membership or to suit your budget requirements.

Death in Service Pension – You can choose for this to be provided in addition to the lump sum or on its own. This can be a fixed amount or a percentage of the employee's salary (e.g. 30%) and is paid monthly to the dependant until the dependant's death (unless the dependant is a child, when in most cases it will cease at age 23).

Registered Group Life & Excepted Group Life - What's the difference?

You can decide to take out one or both of these options, though you'll need to consider your employees circumstances before doing so. We've therefore detailed the differences between the two and what might need to be considered:



Registered

- The scheme is registered with HM Revenue & Customs (HMRC) and is effectively treated like an Occupational Pension Scheme. See the FAQs on page 14 for details of registering with HMRC.
- Both lump sum and Death in Service Pension (DISP) can be provided. You can have different categories of membership with different benefit bases under the same policy.
- Lump sum benefits count towards a member's Lump Sum & Death Benefit Allowance (LSDBA). See the FAQs on page 13 for more information concerning the LSDBA.
- Equity partners can be covered but the policy must include employees (i.e no equity partner only schemes).

Excepted

- The scheme isn't registered with HMRC and isn't treated like an Occupational Pension Scheme.
- As it isn't treated like a pension scheme this means that the Trust could potentially be subject to something called Periodic and Exit charges. There would only be a small chance of this applying but more details concerning these charges can be found in the FAQ's on page 13.
- Only lump sums can be provided. DISP can't be provided.
- Only one benefit basis is allowed for each Excepted Policy (for example four times salary).
- Lump sums don't count toward a member's LSDBA.
- A policy containing Equity Partners only, is allowed under an Excepted Scheme.

For example...

To help illustrate how the choice of Registered or Excepted Policies might affect a person's benefit, we've set out the following high earning example:

Member - Mr A N Other

Salary - £200,000

Benefit - 6 x salary = £1,200,000

Enhanced or Fixed Protection - **No** (so the member is subject to the standard Lump Sum & Death Benefit Allowance)

If he enters a Registered policy;

Would the employer get tax relief on the premium paid? - **Yes**

Would the premium be classed as a benefit in kind? - **No**

In the event of a claim would the benefit form part of the member's estate?

- **Usually no, so Inheritance Tax won't be due on the benefit paid.**

Does the benefit count toward the Lump Sum & Death Benefit Allowance (LSDBA)?

- **Yes, meaning the recipient of any lump sum paid in excess of the LSDBA may pay income tax on that excess.**

If he enters an Excepted policy;

Would the employer get tax relief on the premium paid? - **Yes**

Would the premium be classed as a benefit in kind? - **No**

In the event of a claim would the benefit form part of the member's estate?

- **Usually no, so Inheritance Tax won't be due on the benefit paid.**

Does the benefit count toward the Lump Sum & Death Benefit Allowance (LSDBA)?

- **No, meaning all the lump sum payment will be paid tax free**

There are tax advantages to taking out Excepted and Registered policies, as detailed under the section titled 'Are there any tax advantages when taking out Group Life Insurance' on page 9.

All references to taxation are based on our understanding of current tax law and practices. Tax law and practices could change in the future. We always recommend that you seek professional independent taxation advice.

Selecting either a registered or excepted policy will depend on your specific circumstances and we recommend that you either seek your own independent financial advice, or contact our Group Protection Sales team on **0800 404 5035**. Please note our Sales team aren't permitted to give advice, however they may be able to answer any questions you have.

Calls to Aviva may be recorded for training and security purposes. Calls to 0800 numbers from UK landlines and mobiles are free of charge.

What levels of cover can Aviva provide?

There's no upper limit in terms of the sum insured (for either a lump sum or pension) that we can cover for an individual. However, for Registered Pension and Group Life schemes, HMRC do have a limit in place for tax purposes, called the Lump Sum & Death Benefit Allowance (LSDBA). See the FAQs on page 13 for more information concerning the LSDBA.

Will evidence of health need to be provided by employees?




One of the benefits of a Group Life policy, is that we offer a free cover limit (FCL) to schemes with as few as three lives. The FCL is the limit, under which medical information isn't needed. This means that as long as an eligible employee's total benefit remains below the FCL, we won't ask for any medical information.

However, should the employee's benefit be above the FCL, we'll request medical information so our underwriters can determine whether we can cover the benefit above the FCL (the benefit below the FCL will normally continue to be covered regardless of the underwriter's decision).

What happens if there's a claim?

If you need to make a claim, we must be given written notice as soon as possible after a member's death. This can be done in one of two ways; either by completing our **on-line claim form** (which may mean no original certificates will be required) or by completing a paper claim form. Once all the requested information is received, our claims team will usually pay the claim to the trustees within two to five days.

If you have any questions about making a claim you can either:

-  call us on **0800 158 2714**
-  email us at **grouplifeclaims@aviva.com**
-  or write to us at
Aviva Group Protection
PO Box 3240
Norwich
Norfolk
NR1 3ZF

We will then advise you what will happen next and what information we require.

Our opening hours are Monday to Friday, between 9.00am and 5.00pm. For your protection and ours, calls to and from Aviva may be recorded and/or monitored. Calls to 0800 numbers from UK landlines and mobiles are free of charge. Calls from outside the UK may be charged at international rates.

We recognise that the effect of an employee's death can be devastating to their families and colleagues, which is why guidance and support will be available through our Bereavement Helpline for as long as necessary to help them cope. Please note, that this helpline is a non-contractual benefit and may be removed at any time.

If you require further information concerning our Bereavement Helpline please call our Sales team on **0800 4045035** who will be pleased to email our flyer to you (this flyer can also be shared with your employees).

How are premiums calculated?

The basis of how we calculate your premium depends on whether the policy is on a single premium or unit rate basis.

The single premium basis is usually used for policies covering up to 19 lives.

The unit rate basis is usually used for policies covering 20 or more lives.

Single Premium basis – An individual premium will be calculated for each member using our current premium rates. The rate is determined by the member's age, with the rate applied to the member's benefit to arrive at a premium. Premiums are recalculated at the beginning of each policy year and rates generally increase with age.

Unit Rate basis – A single premium will be calculated for the scheme as a whole, using what is known as a unit rate:

- for lump sum benefit, this is shown per £1,000 of benefit; and
- for a dependant's pension, this is shown per £100 of pension.



The premium is calculated based upon the total benefits for members at the beginning of each policy year. We've provided an example calculation below:

Total lump sum benefit for the scheme = £10,000,000
Unit rate calculated by Aviva = £0.90 for every £1000 of benefit
Annual premium = $(10,000,000 \times 0.90) / 1000 = £9,000$.

An accurate premium will be calculated each year, based on the revised member data that we'll ask from the employer prior to each scheme anniversary date.

How and when are premiums collected?

The premiums are always paid in advance by you and can either be paid monthly, quarterly, half yearly or annually by direct debit, or any other method agreed with us.

Are there any tax advantages when taking out Group Life insurance?

Yes, there are advantages for both the employer and employee and we've detailed these below:

Employer – Premiums are normally allowable as a business expense. This means you can normally claim tax relief on the premiums paid.

Employee – Premiums aren't usually classed as a 'benefit in kind', so no tax will normally be paid by the member in

respect of the premium paid for their benefit covered. As the policy is also set up under a 'discretionary trust', this means that in the event of the member's death, the benefit paid to the dependant won't form part of the member's estate so normally no Inheritance Tax or Income Tax will be due on it.

All references to taxation are based on our understanding of current tax law and practices. Tax law and practices could change in the future. We always recommend that you seek professional independent taxation advice.

Is there a penalty for cancelling the policy?

There's no cooling off period, however there's no penalty for cancelling the policy early. It can be cancelled by you at any time in accordance with the scheme rules (although we'll only cancel from the date we're advised) and we'll only charge a premium for the time we're 'on-risk'. For example, if a full 12 months premium was paid on the 1st April and we received notification that the policy is no longer required from the 1st October, then we'll calculate the premium due from 1st April to 1st October and refund the remainder (in this case, 6 months of premium). If a claim was received during the period 1st April to 1st October, then this would have no impact on the refund due. However, in this particular instance we wouldn't pay out any claims for members' deaths after the 1st October, as cover would no longer be in place.

When can Aviva cancel the policy?

We can cancel the policy if you don't pay the premiums when they are due.

We also reserve the right to cancel the policy if you don't give us the information and documentation we need to administer the policy, or the membership drops below our minimum of three lives.

Aviva's Group Life Master Trust - What is it and why would you use it?

The Aviva Group Life Insurance Scheme (GLIS) Master Trust is an overarching trust, administered by an Independent Trustee Company, under which multiple GLIS policies can be written. This removes the need for you to set up a separate standalone trust for your GLIS policy. With no additional cost to you, it provides a simple and affordable solution, especially for smaller employers who wish to save time and cost when setting up a scheme. This process requires less time and resource to set up and manage, which meets all of the rules set out by the regulator. Essentially, you agree to join the Group Life Insurance Scheme Master Trust and your employees are then covered by the scheme. In general the terms and conditions for our Master Trust policies are very similar to our standard schemes with any differences described below.

Ultimately, whether you choose the Master Trust option or the standard Group Life option, you'll need to be sure that the trust and rules meet your needs. You may wish to seek your own independent legal advice to determine this.

What policies are set up under the Master Trust?

We provide two separate Master Trust arrangements for our customers:

- **Registered Group Life Master Trust (can cover lump sum benefits only, no DISP).**
- **Excepted Group Life Master Trust.**

On pages 6 and 7 we described the differences between Registered and Excepted policies, and the information contained within that section applies equally to our Master Trusts.

Our specialist trustee company

Aviva has appointed the Trustees who are an independent specialist trustee company, ZEDRA Governance Ltd. The Trustees carry out the principal administrative functions including registering the scheme with HMRC where applicable, obtaining the PSTR number, scheme set up, reporting requirements and payment of claims. Also, part of ZEDRA's responsibilities are to ensure that the trust and

rules are kept up to date in the event of any legislation changes.

What does it cost?

There's no additional cost to join the Master Trust arrangement.

What happens in the event of a claim?

There are some differences to our Master Trust claims process compared to the process for our standard schemes. The process is outlined below:

We should be notified of a claim as soon as possible by completing the appropriate Master Trust Claim Form. (Please note: The online claims process is currently not available for Master Trust claims) Once the claim is accepted, we'll forward the benefit payment and all the relevant details to ZEDRA who will determine the beneficiary that will receive the benefit payable. The Expression of Wish (EOW) forms are to be completed by the members (these will let the Trustees know the member's preference of beneficiary) but are held by you for safe keeping. In the event of a claim, the deceased member's EOW should be forwarded to Aviva so we can forward it to ZEDRA. On average, it takes about 30 days for ZEDRA to thoroughly conduct their investigation to determine the correct beneficiary. This may sound a long time but a member's personal circumstances can be complex, and it's ZEDRA's responsibility as Trustee to ensure the right person/people receive payment. Should the payment of the benefit be contested by a party who believes they have a right to the payment, then any legal action brought by the third party will be against ZEDRA as trustees not the employer.

Also, as payment of claims are made directly to the beneficiary by ZEDRA in their capacity as trustee, this means there's no requirement on you to set up a separate bank account (as the trustees would for a standard group life scheme).

What happens if I cancel the policy?

An employer can cancel their policy under the Master Trust arrangement, in the same way that they can cancel a standard GLIS policy. However, they can't remain in the Master Trust if they decide to transfer their cover to another provider.

Getting a quote for a Group Life policy...

After reviewing all the available information, if you believe Group Life Insurance could be a valuable addition to your employees' benefits package, you might be interested in obtaining a quote.

To get a quote, contact our Sales team at **0800 404035**. They'll guide you through the quotation process. You'll need to provide some member information for the quote, such as;

- Gender
- Dates of birth
- Salaries
- Benefit basis
- Occupations
- Work locations
- Countries of residence
- Confirmation that employees are 'actively at work' or of any 'long term absentees' (see FAQs on page 14 for more details)

There may be other information that you're required to provide but our Sales team will let you know if that is the case.

Once all the information is received, our underwriters will prepare a quote outlining what the annual and monthly premiums will be. This will usually be issued to you within 10 days of the request being received and will include links to useful information and the HMRC registration website.

How long is the quote valid for?

The quote will be valid for a period of three months, however a re-quote may be required if during the period of the rate guarantee, the sum insured upon which the illustration is based, changes by 25% (50% for single premium schemes) or more, or the benefit basis changes within that 3 month period.



Setting up a Group Life Policy

If you're happy with the premium quoted and wish to proceed with the insurance, **we've detailed below each step required to going on-risk and fully setting up the policy:**

Step 1

Contact our Sales team to confirm that you're happy with the quote.

Step 2

You'll be emailed with details of further specific information required to help set up the scheme together with any forms that need to be completed. If the quote was for a Registered Group Life scheme, you'll also be asked for the Pension Scheme Tax Reference (PSTR) number given to you by HMRC as part of their registration process.

Step 3

When sending back the information requested in Step 2 you'll also need to confirm whether you'll be using an existing Trust & Rules (if your Group Life scheme was insured elsewhere you'll usually have an existing set of trust & rules) or wish to use Aviva's own Trust & Rules. Alternatively, you could elect to use Aviva's Master Trust (we have both Registered and Excepted versions). Details of this option can be found on page 10.

Step 4

Once the information requested in step 2 and the confirmation in step 3 is received, our underwriters will email confirmation that your policy is 'on-risk', the policy number and enclose an invoice for the deposit premium. This means that all the members of the scheme will be covered for the benefits detailed in the quote. The date we go on-risk will be the date we receive all the requested information. It won't be backdated.

Step 5

To complete the set up of the scheme we'll require the following:

- A completed Application form (this includes the Trustee Proposal unless you've opted to use Aviva's Master Trust).
- A completed Direct Debit form or payment of the deposit premium.
- If using Aviva Trust & Rules, the completed Trust & Rules document.

Step 6

When the forms detailed in step 5 have been received we'll issue your initial account pack together with the Policy Schedule and Policy Wording.

Important information

Any members requiring medical underwriting for being over the Free Cover Limit, will be requested and processed as part of our general scheme administration. If there are no medical underwriting requirements, then usually the next time we require information will be six weeks prior to the anniversary date of your policy (information required for any mid year changes are detailed in the FAQs on page 14), when we issue a reminder for details of the current membership in order for us to calculate an accurate premium for the next policy year.

Frequently Asked Questions

What are the **Trust and Rules**?

The Aviva document titled 'Scheme Rules' is a combination of the Declaration of Trust and the scheme rules. The Trust is the instrument into which the Policy and any claims monies are placed and is looked after by the appointed Trustees on behalf of the people that benefit from the policy (beneficiaries). It's the Trustees responsibility to forward any claims monies to the correct beneficiaries. The rules detail how the scheme should be run and the trustees use this to guide their decisions and general administration of the scheme.

Who's **allowed** to be a trustee?

Any person can be appointed a trustee provided they're a mentally competent adult (aged 18 or over) and are deemed trustworthy enough to take on the role. A Limited Company or Limited Liability Partnership (though not a normal partnership or most charities) can also be appointed a trustee. In practice this means that the directors or company secretary (or designated members for Limited Liability Partnerships) act on behalf of the company as trustee.

Who **appoints** the trustee?

The principal employer (the company that is taking out the policy) decides who they want to appoint as trustee. In many cases the principal employer will appoint itself as trustee. If you've elected to use Aviva's Master Trust, then the trustee, ZEDRA Governance Ltd, has already been appointed.

What is the **Lump Sum & Death Benefit Allowance (LSDBA)**?

This is a limit that the government has put in place (administered by HMRC) on the amount of tax-free benefits that an individual can receive from a Registered Pension Scheme (including Registered Group Life lump sums). The limit applies to benefits during an individual's lifetime and on death. Income tax is payable on benefits above the LSDBA.

What are **Periodic & Exit charges**?

For Group Life, this can affect Excepted Policies as there's an exemption on Occupational Pension Schemes (including Registered Group Life schemes) written under a Discretionary Trust. A periodic or exit charge is an Inheritance Tax charge that applies to most Discretionary Trusts and isn't limited to Excepted Policies. Usually, a periodic charge would only potentially apply at the 10 year anniversary of the trust if there's a value in the trust at that time.

An exit charge is only likely to apply if a periodic charge is actually due. If you need more details concerning this, please contact our Sales team on **0800 4045035** or you can seek your own independent financial advice.

What are **Enhanced or Fixed Protection**?

To enable us to provide insurance cover, the members you wish to insure must be at work doing their full normal job role and working their normal hours at the time the policy starts. In addition, they must not be working against medical advice. Anyone who isn't meeting these conditions can't be insured until they make a full return.

What happens when someone needs medical underwriting?

We prefer to use specialist staff trained and equipped with medical knowledge to capture essential information in telephone interviews. This does away with the need for the employee to complete any forms although if they'd prefer not to have a telephone interview, they can complete our Medical Declaration form instead.

For most schemes of 20 lives or over, we adopt a 'once only' approach to underwriting, this means that in the majority of cases future increases in benefit won't be subject to further underwriting. For schemes under 20 lives, employees could be given a 'bar', over which any future increases would need further underwriting.

Whilst medical underwriting is taking place, we'll provide up to 180 days temporary cover (to a maximum of £2million above the scheme free cover limit or the member's previously underwritten benefit, if higher), excluding pre-existing conditions.

If, after we medically underwrite someone, we think they represent an increased risk, we may charge an additional premium. This would be added on to the annual premium that is calculated for the scheme.

How is the scheme registered with HMRC?

If you've decided to proceed with a Registered policy, before we can go on risk, you need to register the scheme with HMRC and obtain the PSTR number. Click on the following link to access HMRC's guidance on how to register a scheme gov.uk/guidance/pension-administrators-register-a-scheme. You need to be aware that it can take between 1-3 weeks before you receive the PSTR number. If you've elected to use Aviva's Registered Master Trust, you won't need to register with HMRC.

Will cover continue if a member is absent?

If an eligible member of the scheme is injured or falls ill resulting in an extended period of absence, cover can continue until the policy cease age, provided premiums continue to be paid and a UK contract of employment is maintained. If the absence is due to any other reason then the maximum period we can provide cover for them is 36 months.

When should Aviva know about members leaving and joining?

Ordinarily, we only need to know updated member information at each policy anniversary so any premium adjustment can be calculated and charged at this point too. However, there are some exceptions to this. For example we need to know as soon as possible if any member's benefit exceeds the free cover limit or if the total membership changes by 25%. Full details of what information we need to know and when, is contained in our Technical Guides.

What does 'actively at work' actually mean?

To qualify as 'actively at work' the **member** must be:

- following their normal occupation;
- not working against medical advice;
- 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.

How long is a 'long term absentee'?

At least three continuous months immediately before the policy start date or anniversary date.

Can cover be provided for members who aren't in the UK, Channel Islands or Isle of Man?

Yes, provided they maintain a UK, Channel Islands or Isle of Man registered contract of employment and they're working in one of our listed standard territories or any additional locations that we may agree. We'll need to be advised of any members who are working overseas in case we need to apply any special terms and conditions.

One final point...

We recognise that making the decision to provide this benefit for your employees should be considered carefully and that there's a lot of information to understand. We've tried to address many of the questions that have arisen in our experience dealing with Group Life, however for full details of our terms and conditions please contact our Sales team on **0800 4045035**.

If you feel it's specific advice that you need, we'd recommend that you speak to an independent financial adviser. If you don't have a financial adviser, one can be found at unbiased.co.uk

It's important to understand that a decision to take out cover is your choice and responsibility. There's nothing in this document that can be considered as giving advice.



Further information

Third Party Rights

Only we and the trustees will have any rights under these policies. Any person or persons who aren't 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 isn't a party to the policy isn't required for any changes to it or its termination.

Compensation

The Financial Services Compensation Scheme (FSCS) will cover you if Aviva becomes insolvent and we're 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 haven't been used to pay for cover whether you're making a claim under the policy or not.

For further information, see [fscs.org.uk](https://www.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 in 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 registered address of Aviva Life & Pensions UK Limited is **Aviva, Wellington Row, York, YO90 1WR**. Aviva Life and Pensions UK Limited is a wholly owned subsidiary of Aviva plc.

How to complain

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

-  call us on **0800 158 2714**
-  email us at gpcomplaints@aviva.com
-  or write to us at
Aviva Group Protection Complaints
PO Box 3240
Norwich
Norfolk
NR1 3ZF

Our opening hours are Monday to Friday, between 9.00am and 5.00pm. For your protection and ours, calls to and from Aviva may be recorded and/or monitored. Calls to 0800 numbers from UK landlines and mobiles are free of charge. Calls from outside the UK may be charged at international rates.

We have every reason to believe that you'll be totally satisfied with your Aviva policy, and with our service. It's very rare that matters can't be resolved amicably.

However, if you're still unhappy with the outcome after we've investigated it for you and you feel that there's 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 haven't replied within eight weeks, you may be able to take your case to the Financial Ombudsman Service to investigate.

You can contact them on **0800 023 4567** or visit their website at [financial-ombudsman.org.uk](https://www.financial-ombudsman.org.uk), where you will find further information.

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

Data Protection

Aviva Life and Pensions UK Limited is the controller responsible for processing any personal data (which includes special categories of data) you provide us in connection with the policy. 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 as a separate controller comply with your responsibilities under applicable data protection law and ensure that appropriate information and transparency has been provided to data subjects to explain how their information will be processed and shared with us. If we need to obtain personal data directly from anyone covered under the policy, we will contact them and if necessary obtain their prior consent before collecting and using their information. We will record and store any information provided to us securely.

Our Group Protection Privacy Policy is available at aviva.co.uk/privacypolicy or you can request a copy by contacting us at **The Data Protection Team, Aviva, PO Box 7684, Pitheavlis, Perth PH2 1JR.**

If you have any questions about how we use personal data please contact our Data Protection Officer by writing to them at **The Data Protection Team, Aviva, PO Box 7684, Pitheavlis, Perth PH2 1JR.**

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/investor-relations/institutional-investors/regulatory-returns





Need this in a different format?

Please get in touch if you'd prefer this document (**GR01089 06/2025**) in large print, braille, as audio, or in a different colour.

How to contact us

 0800 051 3472

 groupprotection@aviva.com

 aviva.co.uk

Our opening hours are Monday to Friday, between 9.00am and 5.00pm. For your protection and ours, calls to and from Aviva may be recorded and/or monitored. Calls to 0800 numbers from UK landlines and mobiles are free of charge. Calls from outside the UK may be charged at international rates.



Aviva Life & Pensions UK Limited.

Registered in England and Wales Number 3253947. Aviva, Wellington Row, York YO90 1WR. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 185896.

aviva.co.uk

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