

# Group Income Protection

Technical Guide

Reference: GR02004 – 12/2023

This policy is intended for schemes with five or more members.



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

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

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

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

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

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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 technical guide. The meanings of these words are set out in the Definitions section in the back of this document.

## Policy Aims

The aim of the **policy** is to meet the demands and needs of an **employer** who wishes to:

- provide insurance to cover a proportion of regular income promised in a contract of employment, or agreed in a partnership deed, if a **member** is unable to work and is suffering loss of **earnings** because of illness or injury
- provide a reduced replacement of income in proportion to their loss of **earnings** if, because of illness or injury, a **member** has to take a part-time or lower paid job
- choose the definition of **incapacity** they wish to insure
- choose how soon and for how long this income is paid and what level of claim payment escalation is suitable.

The **policy** also offers the following optional benefits (maximum limits may apply):

- **employer's** pension scheme contributions
- **employee's** pension scheme contributions
- **employer's** National Insurance contributions or employer's Social Security contributions
- a **lump sum** payment at the end of the **limited payment term**.

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

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

- **employers** who wish to insure fewer than five members
- **employers** or partnerships who are not registered in the UK, Channel Islands or Isle of Man
- **employers** with **employees** or **equity partners** who are not in the UK, Channel Islands or Isle of Man or one of our **standard territories**, unless otherwise agreed
- the self-employed (other than **equity partners**)
- there are some occupations that **we** are unable to insure or can only be insured under a specific definition of **incapacity**
- **employers** who wish to provide an income of more than 80% of **earnings** for **employees** or 50% for **equity partners**
- **employers** who wish to provide cover beyond either **State Pension Age (SPA)** or a fixed age of 70
- **members** who are not **actively at work** at the **policy start date** will not be covered until they make a full and active return to work.

Group Income Protection **benefits** will not be paid if the **employer** continues to pay salary in full, so it is important that the **deferred period** chosen is aligned to when salary is due to reduce.

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

## Your commitment

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

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

**You** agree to:

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

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

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

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

## Risk Factors

- Cover may stop if **you** don't comply with **policy** terms and conditions or if **you** stop paying premiums. This will mean **you** have no cover in place with **us** for future **benefits** and may result in an uninsured liability. Any **benefits** already in payment, and entitlement to any **benefits** that have not already been paid, will continue to be paid by **us** on the terms already confirmed to **you**.
- **Members** must satisfy the **actively at work** requirements
- **Benefits** paid under **your policy** may be reduced if the **member** is receiving other regular income because of their **incapacity**. Receiving benefits may affect a **member's** entitlement to some state benefits.
- **Members** may not be covered or may have their **benefits** restricted where relevant **medical information** is not provided.
- **We** recommend that a lawyer considers the content of **your members** contracts for **you** in light of this **policy**, and any requirements **you** may have for offering the **benefits** to **your members**.
- Payments of claims may be delayed or rejected if **you** do not provide the information **we** ask for.
- **We** usually guarantee the rate(s) and terms for two years after the **start date** of the **policy**.

The guarantee and terms may not apply if:

- during the period of the **rate guarantee**, the total salary roll or **total benefit** roll, upon which the illustration is based changes by 25% (50% of the **total benefit** roll for policies with 19 or fewer **members**) or more;
- the number of **members** falls below five. If this happens **we** reserve the right to cancel the **policy**; or
- there is a change to the
  - **benefit** basis;
  - **eligibility**;
  - nature of business; or
  - companies included within the **policy**
- a new **employer** joins or an existing **employer** leaves the **policy**; or
- there is a change to the (or any new) legislation, regulation or taxation affecting the **policy**
- **We** reserve the right to change the **policy** terms and conditions after two years. **We** will tell **you** if **we** do.

# Your questions answered

## 1 How does the policy work?

- The **employer** setting up the **policy** will be the **policyholder**.
- **We** will need at least five people to be covered under a **policy**, and where a **lump sum** is to be insured the minimum number of lives is 20.
- **You** can choose whether to insure all of the **employees** or a category only and select the **cease age**
- **You** decide what level of **benefit you** need, how soon it will start and for how long **you** need it to be paid, and whether the **benefit** is to increase each year when a claim is being paid.
- **We** provide cover no matter how many valid claims **you** make, and in many circumstances continue to admit and pay claims where **incapacity** started before the **policy** was cancelled.
- **You** must pay all of the premiums, and the cost is usually treated for tax purposes as an allowable business expense. Premiums are not normally taxed as a benefit in kind for **employees**.
- **You** tell **us** when illness or injury has stopped or may stop one of the **members** working.
- **You** provide **us** with the information **we** need to assess and monitor the validity of the claim.
- **We** normally pay **benefits** monthly in arrears from the end of the **deferred period** to the **employer**, for as long as the claim is valid.

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

### 2.1 Who can be covered?

**Employees** with a current UK, Channel Islands or Isle of Man contract of employment with an **employer** or **equity partners** as evidenced by a partnership deed or contract covered by the **policy** and who meet the **eligibility** and **actively at work** conditions. Details of **eligibility** and **actively at work** are in 2.4 and 2.6.

If an **employee** is not **actively at work** on the working day prior to the **start date** of the **policy**, they will be deemed **actively at work** once they meet the **actively at work** definition for one whole day.

For previously uninsured **single premium policies**:

If an **employee** is not **actively at work** on the working day prior to the **start date** of the **policy**, they will be deemed **actively at work** once they meet the **actively at work** definition for five consecutive days.

If **you** have any individuals on a zero-hour contract, **we** may be able to provide cover if;

- the definition of **earnings** takes account of the variation in **earnings**, and
- in the event of a claim for the purposes of the occupation assessment, it will be possible for **us** to establish the number of hours worked in the 12 months prior to **incapacity** in order to ascertain the average number of hours worked each week.

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

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

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

- they are working in one of the listed **standard territories** or any additional locations detailed in **your policy schedule**,
- if they are an **employee** they still have a UK, Channel Islands or Isle of Man contract of employment with an **employer** covered under this **policy**; or
- if they are an **equity partner** they still participate in **your** partnership business (as evidenced by a partnership deed or contract); and
- the premium to cover **members** based **overseas** is paid in sterling by **you**; and
- they are still **eligible** for cover under the **policy**.

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

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

Special terms and conditions may apply for cover to an **overseas member**. **You** should seek your own independent advice if **you** wish to continue to provide cover for any **members** who move to another territory.

If **you** make a claim for a **member** who is based **overseas**, or if a **member** who was based in the UK, Channel Islands or Isle of Man at the start of incapacity or when benefit payment started subsequently moves **overseas**, **we** will pay all benefit to **you** in pounds sterling.

Where **we** have agreed to pay benefit directly to a **member**, **we** will pay the benefit to the **member** in pounds sterling, and only into a UK, Channel Islands or Isle of Man bank account that is registered in the **member's** name.

**We** will only consider paying benefit for these **members** if **we** can obtain satisfactory medical evidence in English. **We** will not be responsible for any costs incurred in translation.

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

### 2.3 Can cover be provided for members that are temporarily absent from work?

We will maintain cover for a **member** during a period of agreed temporary absence from work for maternity, paternity, shared parental leave, adoption leave or a sabbatical, if:

- the **member** has requested the absence from work, and
- **you** have approved the absence from work, and
- the length of the absence is no longer than 12 months, and
- for **employees** a contract of employment with a UK, Channel Islands or Isle of Man company is maintained; or
- for **equity partners** they continue to participate in **your** partnership business (as evidenced by a partnership deed or contract); and
- the **member** has a right to return to the same job for which they were employed or engaged when their absence ends, and
- the **member** is included in the membership data whenever it is provided, and
- **you** continue to pay premiums in respect of such **members**.

If **you** need to make a claim for any such **member**, the **deferred period** will start from the date of **incapacity**, and **benefit** payments will start from either the end of the **deferred period** or the agreed return to work date, whichever is later.

In the case of a sabbatical we will calculate the **benefit** based on the **member's earnings** at the start of the agreed temporary absence.

### 2.4 What are the eligibility conditions?

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

- the minimum and maximum entry ages,
- any service qualifications that apply,
- the categories of **members** to be covered,
- the date that new entrants can join the **policy** (for example, monthly), and
- details of when existing **members** can increase **benefits** (for example, annually).

If cover is dependent upon membership of a pension scheme, **you** must tell **us** the pension scheme's current eligibility terms, along with the take up rate of **eligible members**.

Membership must be compulsory for all **eligible members** within a defined category or categories.

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

#### Important Note

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

### 2.5 Can different Group Income Protection policies be linked?

It is possible to link different Aviva Group Income Protection **policies** taken out by **you** or a parent/subsidiary of **you**. This will be for the purpose of sharing the **free cover limit** and **unit rate** and is subject to prior agreement by **us**.

### 2.6 What are the requirements to be 'actively at work'?

**Members** must be **actively at work** in addition to the other **eligibility** conditions, before they are covered under the **policy**.

They must be **actively at work**:

- at the start of the **policy**, the working day prior to the **start date**, or;
- for joiners after the **start date**, the date when **eligible** to be admitted to the **policy**, or;
- for **benefit** increases, the date when **eligible** for the increase

If the **member** is not **actively at work**, we will not provide cover until they meet the **actively at work** definition.

### 2.7 What are the policy & category cease age options?

**You** choose the **cease age**, which can be **State Pension Age**, **Dynamic State Pension Age** or any fixed age from 50 to up to a maximum of 70.

If the **cease age** is currently either **State Pension Age**, **Dynamic State Pension Age** or a fixed age lower than 70, and **you** want to cover **members** who choose to work beyond the current **cease age** up to a maximum age of 70, then the **cease age** has to increase for the whole **policy** or applicable category.

In addition, **members** will need to be **actively at work** when they reach the current **cease age** and must not have been absent from work due to illness or injury for five or more consecutive working days in the previous three months.

**You** should seek **your** own independent advice if **you** wish to continue to provide cover for any **members** where the **policy cease age** is different to **State Pension Age** or **Dynamic State Pension Age**.

If a **member** is not **actively at work** at the current **cease age**, unless agreed and confirmed in writing by **us**, they will be deemed **actively at work** once they meet the **actively at work** definition for an uninterrupted period of 20 working days.

### 2.8 Can I extend the category cease age?

If **your policy cease age** is lower than 70, but **you** want to provide extended cover for all **eligible employees** who work beyond the **policy cease age** we:

- can provide extended cover for all **eligible employees** who work beyond the **policy cease age**, up to a maximum age of 70,
- will include a separate extended cover category for these **eligible employees**. This will be shown in **your policy schedule**,
- will need you to confirm that the extended cover is compulsory for all **eligible employees** at the **rate guarantee date**.



An **employee** who meets the **policy eligibility** criteria will transfer to the separate extended cover category when they:

- reach their current category **cease age**, and
- are **actively at work**, and
- have not been absent from work due to illness or injury for five or more consecutive working days in the previous three months.

If a **member** is not **actively at work** when they reach their current category **cease age**, unless agreed and confirmed in writing by **us**, they will be deemed **actively at work** once they meet the **actively at work** definition for an uninterrupted period of 20 working days. Only then will they transfer to the extended cover category.

**You** should seek **your** own independent advice if **you** wish to continue to provide cover for any **members** where the **policy cease age** is different to **State Pension Age** or **Dynamic State Pension Age**.

## 2.9 When will cover stop for a member?

Cover will stop when a **member**:

- is no longer **eligible** for the **policy**, or
- is no longer employed by the **employer** or if an **equity partner**, leaves the partnership, or
- moves **overseas** to a location not listed in our **standard territories** or any additional locations detailed in **your policy schedule**, unless otherwise agreed, or
- reaches the **cease age**, or
- receives a **lump sum benefit** (if covered) at the end of a **limited payment term**, or
- dies.

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

## 2.10 What types of cover are available?

### Gross pay policies

**You** choose the **benefits** as a percentage of the **member's** gross earnings before **incapacity**. You select the **benefit** level depending on **your** budget, as a percentage of the **member's earnings** before **incapacity**. The maximum **benefit** you can choose is:

- 80% of **gross taxable earnings** for **employees**; or
- 50% of **equity partner earnings**.

### Limited payment term

**You** can choose for **benefit** payments to be limited to a period of 2,3,4 or 5 years.

### What can be included in the definition of earnings?

#### For an employee:

An **employee's** annual gross salary or wage from their **employer** before the deduction of tax.

**We** can also include **fluctuating emoluments** in the definition of **earnings**, but to calculate the **benefit**, **we** will use the average of the total of any **fluctuating emoluments** over the last 3 years (or such lesser period as the **employee** has been in receipt of **fluctuating emoluments**) added to the **employee's** normal annual salary.

#### For an equity partner:

The average of the **equity partner's earnings** from their business over the previous three years (or such lesser period as the partner has been a partner of the partnership), less:

- any amount allowable against income tax as expenses, where applicable, and
- before the deduction of tax.

### Optional benefits

#### Employer's pension scheme contributions

**We** can cover employer's pension scheme contributions either for fixed amounts, or based on a percentage of **pensionable salary**, up to a maximum annual amount of £75,000.

This means that **benefits** payable under the pension **policy** can be maintained, provided that the absent **employee** remains in the pension scheme.

Employer pension contributions paid via salary sacrifice will be treated as **employee** pension contributions.

**We** can also cover other supplementary benefits that **you** continue to pay to an **incapacitated member** such as company car allowances and insurance premiums. However, these will be included within the employer pension contributions overall maximum annual amount of £75,000.

#### Employee's pension scheme contributions

**Employee's** pension contributions (including pension benefit paid via salary sacrifice) can also be covered either for fixed amounts or, based on a percentage of **pensionable salary**, but will be included within the overall maximum of 80% of **earnings** up to £425,000.

Where **employee** pension contributions are covered and the maximum **benefit** of £425,000 is exceeded, these will be reduced to adjust the **total benefit** to the maximum amount.

Where age or service related pension contributions are covered, the contribution payable in the event of a claim will be the contribution at the **member's** first date of **incapacity**. **We** will not allow increases as a result of a birthday or a service milestone where this occurs after the first date of **incapacity**.

#### Employer's National Insurance contributions or Social Security contributions

The **employers'** National Insurance contributions or **employers'** Social Security contributions can also be insured, and will be based on the **income benefit**.

Where **employers'** National Insurance contributions or **employers'** Social Security contributions are covered, in the event of a claim **we** will provide cover for the insured benefits as at the **member's** first date of **incapacity**. As a result, there will not be any change to the **benefit** payable for claims in payment.

If **employers'** National Insurance contributions or **employers'** Social Security contributions are covered it will be stated in the **policy schedule**.

#### Lump sum

If **you** have chosen a **Limited payment term**, you can opt to cover a **lump sum** of up to 5 times the **employee's** salary or up to 9 times the annual **income benefit**.

The **lump sum** will only be paid if the **employee** continues to meet the definition of **incapacity** at the end of a **limited payment term**.

We will not pay a **lump sum** of more than:

- 9 times the annual **income benefit**; or
- 5 times salary; or
- £1.6 million,

whichever is lower.

All **employees** in a particular category must be covered for the same multiple of salary or **income benefit**.

We will not pay a **lump sum** where the period of time between an **employee's** first date of **incapacity** and the **cease age**, is less than the **limited payment term** plus the **deferred period**.

We will not pay a **lump sum** which is higher than the regular **income benefit** in payment at the point the **lump sum** is payable, multiplied by the number of complete months to the **cease age**.

We will not pay a **lump sum** to **employees** whose cover is extended beyond the normal **policy cease age**.

**Employees** on a fixed term contract and **equity partners** cannot be covered for a **lump sum**.

## 2.11 What types of benefits will be paid?

### Total benefit

We will pay **total benefit** if:

- immediately before the start of **incapacity** the **member** was **actively at work**; and
- after the start of **incapacity** the **member** is not following any **other occupation** and the **deferred period** has finished.

### Proportionate benefit

We will pay a **proportionate benefit**; if

- before **incapacity** the **member** was **actively at work** and following their **job role** and;
- if **incapacity** has lasted for at least five consecutive working days; and as a result of illness or injury the **member** is either;
- following their **job role** on a part-time basis; or
- following any **other occupation**

in either case with a reduction in **earnings**.

For example: If a **member's earnings** are reduced by 70%, **we** will pay 70% of the **total benefit**. When paying proportionate benefit, **we** will not reduce **your benefit** due to increases in **earnings**, as long as those increases are not higher than the increase in the **retail prices index**. To calculate proportionate benefit when it is first paid, **we** will use the **member's earnings** at the start of **incapacity**, adjusted in line with the movement in the **retail prices index**.

If the **income benefit** amount stated in the **policy schedule** includes an automatic deduction, **we** will ignore that deduction as long as the amount payable as proportionate benefit is not more than would be paid under **total benefit**.

To calculate proportionate benefit when it is first paid, **we** will use the **member's earnings** at the start of **incapacity**, adjusted in line with the movement in the **retail prices index**.

## 2.12 When will benefit payments start?

**Benefit** will be paid once the **deferred period** has finished. The **deferred period** starts on the first date of **incapacity** and can be 13, 26, 28 or 52 weeks. The **deferred period** will be shown on **your policy schedule**.

## 2.13 For how long will benefits be paid?

You choose the **cease age**, which can be:

- **State Pension Age**, or
- **Dynamic State Pension Age**, or
- any fixed age from 50 to a maximum of 70.

Benefit will be paid until the earliest of the **cease age** or if applicable the **limited payment term**.

Reducing the **benefit** payment term reduces the cost of the **policy**.

You should seek your own independent advice if you wish to continue to provide cover for any **members** where the **policy cease age** is different to **State Pension Age** or **Dynamic State Pension Age**.

Please also see 6.5

## 2.14 Can benefit payments be inflation protected?

Yes. You can choose a claims escalator which will mean that **benefit** payments increase whilst a claim is being paid:

- by a fixed percentage of 3% or 5% or;
- in line with the **Retail Prices Index (RPI)** with increases capped at either 2.5%, 3% or 5%; or
- in line with **Consumer Prices Index (CPI)** with increases capped at either 2.5%, 3% or 5%.

The **benefits** will increase by the chosen level after they have been paid for 12 consecutive months.

We will not reduce the **benefit** if **RPI** or **CPI** falls below 0% per annum.

# 3 How is the policy set up?

## 3.1 What do we need to set up the policy?

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

- name;
- gender;
- dates of birth;
- salaries, taxable earnings from a partnership;
- benefit basis/level
- occupations;
- work locations; and
- countries of residence (if outside the UK, Channel Islands or Isle of Man).

**We** will also need full details of any:

- long term absentees
- previous scheme history; and
- previous claims history.

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

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

- a fully completed application form
- a deposit premium or direct debit mandate
- a completed membership schedule, or confirmation that membership details shown in the illustration are correct
- individual details of any **member** whose **total benefits** are above the **free cover limit** (shown on the illustration)
- for existing policies, written confirmation from the previous insurer that any **members** above the **free cover limit** have previously been underwritten, the amount underwritten, the underwriting decision and the date of acceptance.

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

**We** will provide cover based on the information in the **policy schedule** and set out in the policy wording.

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

#### Cover up to the free cover limit

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

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

If normal terms apply following medical underwriting, then no further information is needed, provided that any increases do not take **benefits** above the amount confirmed and agreed by **us**.

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

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

- before the date they are first **eligible** to join; or
- 12 months or any time after 12 months they are first **eligible** to join; or
- who do not fulfil the **eligibility** criteria for the **policy**.

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

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

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

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

#### Cover over the free cover limit

If a **member** wants cover above the **free cover limit**, they will need to provide **us** with information on their leisure activities, medical history and family history. **We** call the assessment of this information, medical underwriting.

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

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

**We** 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.

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

### 3.3 If we have medically underwritten an employee or equity partner, when will they next need to give us medical information?

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

#### Policies with 19 or fewer members – Forward underwriting

For **members** who have been accepted for cover by **us**:

- ordinary rates, or
- at an extra premium loading of up to 100%;

they won't normally need to give **us** more **medical information** for increases in **benefit** until their total of all increases after **we** medically underwrite them is greater than £20,000.

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

If **we** apply any other terms to their cover, **we** will need **medical information** before **we** will consider any further increase in their cover.

#### Policies with 20 or more members – Once Only

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

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

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

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

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

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

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

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

#### Policies with 19 or fewer members – Forward underwriting

If a **member** was accepted by the previous insurer on a forward underwriting basis, **we** will accept the terms offered by the previous insurer.

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

For all other **members**;

- If their existing cover with the previous insurer is more than our **free cover limit**, **we'll** need **medical information** on the next increase in cover. This could be at the switch date if cover is increased at that date.
- If their existing cover with the previous insurer is less than our **free cover limit**, **we'll** need **medical information** when their **benefit** first goes above our **free cover limit**.

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

**We** are unable to continue cover for any **members** on a Once Only (or equivalent) basis where there are fewer than 20 **lives** when the policy transfers to **us**. However, if **we** have the full details of any medical underwriting decisions, **we** may be able to accept them on **our** Forward underwriting basis.

#### Policies with 20 or fewer members – Once Only

If a **member** meeting **our** switch terms was accepted by the previous insurer on a Once Only (or equivalent) basis, **we** will provide cover on our Once Only terms for **benefit** increases.

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

**We** will provide cover for full **benefits**, excluding any **pre-existing conditions**, for a period of up to 180 days or until **our** underwriting decision is made if sooner. Cover will start from the date of joining the **policy**, or the effective date of an increase in **benefits**. It will not apply to any **member** who has previously had any **benefit**:

- 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**.

## 4 What premiums will be charged for the cover?

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

- the level of **benefits** insured
- the **cease age**
- **eligibility** and entry conditions
- annual increase in **benefit** payments (if any)
- **deferred period**
- the age of **members**
- the gender split of **members**
- occupations of the **members**
- locations of the workforce; and
- claim history if the **policy** has been insured before.

A minimum premium of £600 applies. All premium payments are to be made in pounds sterling.

### 4.1 How will premiums be calculated?

#### Policies with 19 or fewer members: single premium basis

Premiums will be calculated for each **member** using **our** current premium rates. These underlying rates are usually guaranteed for two years. **We** will calculate premiums each year, and the rates are dependent upon the age and gender of the **members** at the **anniversary date**. Premium rates generally increase with age.

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

#### Policies with 20 members or more: unit rated basis

Premiums will be calculated on a **unit rate**:

- this is usually shown per £100 of salary at the **start date** or **anniversary date**.
- if the number of **members** falls below 20, the premium may be calculated on a **single premium** basis.

### 4.2 Will there be any unexpected extra premiums?

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

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

### Terms and conditions

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

- during the period of the **rate guarantee**, the total salary roll or **total benefit** roll upon which this illustration is based changes by 25% (50% of the **total benefit** roll for policies with 19 or fewer **members**) or more; or
- the number of **members** falls below five (if this happens **we** reserve the right to cancel the **policy**); or
- there is a change to the (or any new) legislation, regulation or taxation affecting the **policy**;
- there is a change to the:
  - **benefit** basis;
  - **eligibility**;
  - nature of business; or
  - companies included within the **policy**.

**We** also reserve the right to change the terms and conditions at the **rate guarantee date**.

### 4.3 What commission is included?

Commission payments to **your** financial adviser (if applicable) are a percentage of the premium. The illustration will show the rate of commission **we** pay on **your policy**.

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

### 4.4 Is there a discount for good claims experience?

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

## 5 How does the policy accounting work?

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

### 5.1 What information is needed for accounting purposes?

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

- name;
- gender;
- date of birth;

- salary, **earnings** or **benefit**;
- occupation and work location (including postcodes);
- **policy** category (if more than one is covered);
- date of joining (for any new **member**);
- long term absentees
- date of leaving for any **member** who has left the **policy** or are leaving the **policy**; and
- any other relevant information such as **members** who are located **overseas**.

Six weeks prior to the **anniversary date we** will request the information needed to recalculate the premium for the **policy**. **We** will regularly remind **you** for this up to 90 days after the **anniversary date**. If the information needed is not received after 90 days **we** will process the recalculation of premium and **benefits** based on the latest information **we** hold. This could result in an uninsured liability.

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

#### Single premium policies

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

Any premium adjustment for people who join, leave or have changes in **benefit** will be payable at the end of the **policy year**. The premium adjustment will be from the relevant date to the next **anniversary date**.

#### Unit rate policies

**We** will calculate a premium adjustment to allow for changes during the previous **policy year**. The adjustment will take into account new **members**, leavers and any changes in **benefit** and will be payable at the end of the **policy year**.

## 6 How are claims made?

If **you** need to make a claim **you** must inform **us** as soon as possible, either:

- before the period of **incapacity** has lasted two months; or
- for **deferred periods** of 13 weeks, before **incapacity** has lasted one month.

If **you** do not tell **us** about a claim within these time limits, **benefits** that were due before **we** were told will not be backdated to the end of the **deferred period**.

If, due to the delay in telling **us**, **we** are unable to confirm **incapacity** or if **our** ability to intervene has been compromised, payment of **benefit** may be affected.

If **you** don't tell **us** about a claim within six months from the end of the **deferred period we** may not accept the claim.



## 6.1 How are claims submitted?

If **you** need to submit a claim, please contact **us**:



0800 142 2377



[groupipclaims@aviva.com](mailto:groupipclaims@aviva.com)



Completing our **online claim form**.

**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.

## 6.2 What might be needed to assess a claim?

In addition to the employer and employee claim forms, **we** will also need evidence of the **member's** medical condition, including:

- its severity,
- how long it has existed, and
- how it affects them.

**We** will also need to know that they are continuing to receive medical advice and treatment when appropriate.

**We** may also ask for:

- evidence that the **member** is covered under the **policy**
- details of the **member's** insured job **duties** and **earnings**
- the **member's** passport, drivers licence with photo or birth certificate
- details of any other income which the **member** is entitled to during **incapacity**.

If **we** ask for a medical report or tests, **we** will pay for them (different arrangements may apply in the case of **members** based **overseas**).

The **member** must take reasonable steps to assist in their recovery. This includes allowing access by disability counsellors and/or advisers appointed by **us**.

If you make a claim for a **member** who is based **overseas**, or if a **member** who was based in the UK, Channel Islands or Isle of Man at the start of **incapacity** or when **benefit** payment started subsequently moves **overseas**, **we** will only consider paying **benefit** if **we** can obtain satisfactory medical evidence in English. **We** will not be responsible for any costs incurred in translation.

To assess their **incapacity**, **we** may need a **member** who is based **overseas** to go for a medical examination or test(s). If **we** do, **we** will pay an amount towards the cost of the examination or test(s) up to the amount of an equivalent cost in the UK.

If **we** have agreed to pay any benefits directly to a **member**, these will be paid to the **member** in pounds sterling, and into a UK, Channel Islands or Isle of Man bank account in the **member's** name.

## 6.3 When is a claim paid?

**We** will pay **benefit** when a **member** satisfies the definition of **incapacity**, and their **incapacity** lasts beyond the end of the **deferred period**.

## 6.4 Can rehabilitation help?

**You** can help minimise the costs of **incapacity** to **your** organisation by ensuring that rehabilitation and reintegration programmes are investigated and used wherever appropriate.

Working conditions, physical features and other arrangements can often be adjusted quite reasonably so that an ill or injured person can continue to work.

**Our** medical staff, claims visitors and claims assessors can work with **you** and **your** medical advisers to draw all this information together so that the claims process runs as smoothly as possible.

### How will rehabilitation work for lump sum benefits?

If the **member** who is claiming is covered for a **lump sum**, they must participate in the treatment or rehabilitation programme proposed by a relevant **medical practitioner**, unless medical evidence proves that they are unable to do so.

Failure to participate in the treatment or rehabilitation programme may mean that **we** will not pay the **lump sum**.

## 6.5 For how long will the benefit be paid?

**We** will pay **benefit** until:

- the end of **incapacity**; or
- the **limited payment term** is completed; or
- the **member** reaches the **cease age**; or
- the **member** leaves service; or
- the **member** is remanded in custody (the **benefit** will be retrospectively paid if the **member** is not convicted of the offence) or receives a custodial sentence; or
- the **member** is no longer eligible for **benefit** or ceases to be a **member**; or
- **we** are unable to obtain the **medical information** of continued **incapacity** which **we** need; or
- the **member** reaches the end of a fixed term contract that was in place as at the first date of **incapacity**; or
- the **member** dies,

whichever is sooner.

### What happens to members receiving benefits if you stop trading?

If **you** stop trading (due to insolvency or otherwise) **we** will consider making continued **benefit** payments direct to **members** who are in claim, subject to:

- agreement between **you**, the **member** and **us** at that time
- obtaining consents and further documentation as **we** may reasonably require; and
- taxation rules at the time of payment.

Where **we** do pay **benefit** directly to a **member**, any pension, supplementary and National Insurance **benefits** or Social Security **benefits** will stop.

Where **we** pay the benefit to a **member** directly, and the definition of **incapacity** is 'own' occupation, this will change to the 'suited' occupation (please see the definition of **incapacity**).

**We** will not pay a **lump sum** at the end of the **limited payment term** where **we** have been paying the **benefit** directly to a **member**.

#### What happens to members that have short term contracts?

Any **member** who is receiving **benefit** and has a fixed term contract will only be eligible for **benefit** for the remainder of the contract in place as at the date of **incapacity**, whether this is extended or not.

#### What happens if the member's illness or injury means that the member is working on a part-time basis, or in a lower paid job?

**We** will cover **members** for a **proportionate benefit**. This is a **benefit** that is paid in proportion to the reduction in their **earnings**, with an allowance for inflation.

#### What happens if a member receiving benefit is dismissed?

If **you** remove a **member** from **your** payroll who is claiming **benefit**, **we** will consider at **our** reasonable discretion paying **benefit** to that **member** where:

- **you** have requested **us** to do so, and
- **you** have been **eligible** to receive **benefit** for that person under this **policy** for a continuous period of more than six months before removing that **employee** from the payroll.

Any pension, supplementary and National Insurance **benefits** or Social Security **benefits** will stop. Where **we** pay the **benefit** to a **member** directly, and the definition of **incapacity** is 'own' occupation, this will change to the 'suited' occupation (please see the definition of **incapacity**).

**We** will not pay a **lump sum** at the end of the **limited payment term** where **we** have been paying the **benefit** directly to a **member**.

#### What happens to a claim if the member leaves the company under TUPE?

If an **employee** who is eligible for **benefit** transfers to a different employer under **TUPE** **we** will:

- pay the **benefit** to the new employer under the same terms and conditions, and
- treat the claim as if there had been no break in employment, subject to the completion of relevant documents that **we** require.

### 6.6 If a member returns to work after a claim, can another claim be made?

Yes, as long as **we** haven't paid a **lump sum** for that **member**.

#### What happens if incapacity is from the same cause?

If **we** have already paid **benefit** for a **member**, and they then suffer from the same cause of **incapacity** within 12 months of their last **benefit** payment, **we** will not re-apply the **deferred period**. This is known as a linked claim.

The Terms and Conditions that applied at the date of **incapacity** for the original claim will apply for any linked claims.

#### What happens if incapacity is from a different cause?

If **we** have already paid **benefit** for a **member**, and they then suffer from a different cause of **incapacity** (lasting at least 30 consecutive days) within 12 months of their last **benefit** payment, **we** will not re-apply the **deferred period**. This is known as a linked claim.

The Terms and Conditions that applied at the date of **incapacity** for the original claim will apply for any linked claims.

This also applies where the **policy** has been cancelled, unless the former **member** is **eligible** for, and is receiving **benefit** for **incapacity** (other than state benefit) from another source.

For **limited payment terms** **we** will only link the claim if the **member** suffers from the same cause of **incapacity**.

### 6.7 Does other income the member receives affect the benefit from this policy?

The **policy** is designed to ensure that **members** do not receive a greater income than they received when working.

The maximum amount of benefit **we** will pay is the lesser of the **income benefit**; or:

- for **employees**, 80% of **gross taxable earnings** less other benefits and
- for **equity partners**, 50% of **equity partner earnings** less other benefits

Other benefits that **we** will take into account include:

- continuing income from an **employer** (such as occupational sick pay)
- continuing income from a partnership
- regular income from other insurance policies (unless the maximum **benefit** payment period of those policies is 2 years or less) including:
  - income protection/permanent health insurance
  - mortgage payment protection
  - loan protection.

**Benefit** is subject to an overall maximum of £425,000.

Payments from Group Income Protection may also affect a **member's** entitlement to means tested state benefits.

## 7 When can the policy be cancelled?

### 7.1 When can you cancel the policy?

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

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

**We** will not backdate cancellations.

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

## 7.2 When can we cancel the policy?

We can cancel the **policy** if:

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

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

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

### Sanction Checking

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

## 7.3 Does the policy have a surrender value?

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

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

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

## 7.5 What happens to claims if the policy is cancelled by you?

**You** may cancel the **policy** at any time, but all claims in payment at that time will continue in line with the terms and conditions of the **policy**.

New claims will be considered, as long as **incapacity** started before the date the **policy** was cancelled and that all premiums due were paid up to that date.

If **you** move the policy to another insurer without any break in cover, with the same **benefit** and **eligibility** conditions that were insured by **us**, **we** will apply the following to linked claims:

- If the **member** meets the new insurer's 'actively at work' requirement (and so becomes covered under the new policy) **we** will pay **benefit** for a linked claim until the end of the deferred period under the new insurer's policy. From then on, the new insurer will be responsible for the claim under the terms of its own policy.
- If **we** consider that the **member** meets the new insurer's 'actively at work' requirement, but the new insurer does not agree to provide cover under the new policy **we** will not be responsible for the claim and benefit will no longer be payable by **us**.

- If **we** consider that the **member** does not meet the new insurer's 'actively at work' requirement (so would not be covered under the new policy), then **we** will continue to be responsible for the claim until such time as **benefit** is no longer payable under the terms of our **policy** (as shown at 6.5 above), or the **member** is included in the new insurer's policy.

## 7.6 What happens to claims if the policy is cancelled by us due to 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.

Claims in payment at that time will continue in line with the terms and conditions of the **policy**.

## 8 What is not covered?

There are no exclusions under this **policy**. However, exclusions may be applied to **member's benefits** that are above the **free cover limit** or subject to **discretionary entrant** terms.

## 9 What are the tax considerations?

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

### Employee policies

The **policy** is paid for by an **employer** with no contribution from **employees**. **Benefits** are payable as salary continuance. In this situation the cost to the **employer** is normally allowed as a trading expense and **benefits** are normally taxed under the PAYE system. HMRC does not normally allow tax relief on premiums paid for any **policy members** who have any ownership rights in the company.

However, they may sometimes allow tax relief if a high number of other **employees** are entitled to similar **benefits**. **You** should seek clarification of the tax position from **your** local Inspector of Taxes.

### Partnerships

Under current HMRC practice, **benefit** payable to **equity partners** will not be taxed. The cost of premiums for **equity partners** is not an allowable expense. Premiums and **benefits** for **employees** of a partnership will be treated in the same way as under an **employee policy**.




## 10 Is there a continuation option?

This option is not offered to new policies and cannot be added to existing **policies**.



# Further information

Please contact **your** usual financial adviser in the first instance or contact **us**:

 0800 051 3472  
 [groupprotection@aviva.com](mailto:groupprotection@aviva.com)  
 Aviva Group Protection  
PO Box 3240  
Norwich  
Norfolk  
NR1 3ZF

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

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

**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.

## Third Party Rights

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

The exception to this is in the event of a disputed claim where the **member** may, either in conjunction with **you** or instead of **you** enforce such claim to the extent that **you** may enforce it (including the pursuit of a complaint to the Financial Ombudsman Service (FOS) if within FOS jurisdiction).

It is **your** legal responsibility, to inform **members** of their rights in regards to the FOS in the event of any dispute, for example that any notification must be received within appropriate timescales. Aviva Life & Pensions UK Ltd will not be liable for any failure by **you** to inform **members**.

## Compensation

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

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

For further information, see [fscs.org.uk](http://fscs.org.uk) or telephone 0800 678 1100.

## Currency and jurisdiction

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

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

## Insurer

The Group Income Protection policies are underwritten by Aviva Life & Pensions UK Limited.

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

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

## If you have any cause for complaint

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

 0800 1582714  
 [gpcomplaints@aviva.com](mailto:gpcomplaints@aviva.com)  
 Group Protection Complaints  
PO Box 3240  
Norwich  
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** 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 023 4567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [financial-ombudsman.org.uk](http://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.

## Data Protection

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

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

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

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

## Solvency and Financial Condition Report

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

# Definitions

## Actively at Work

Means that the **member**:

- is actively following their normal full **duties** and hours required by their contract of employment, and
- is working at their normal place of employment, at a location agreed with their **employer** or at a location to which they are required to travel for business, and
- is mentally and physically capable of all the normal **duties** and hours of their **job role**; and
- has not received medical advice to reduce or stop their normal **duties** and hours of their **job role**.

## Anniversary/anniversary date

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

## Benefit

The benefit described in this guide and shown on **your policy schedule**.

## Cease age

Midnight on the day before the age at which cover for a **member** or former **employee** ceases. The maximum age cannot exceed midnight on the day before a **member's** or former **employee's** 70th birthday.

The **cease age** selected for each category will be shown in the **policy schedule**.

The cease age will be either:

- a fixed age; or
- **State Pension Age**; or
- **Dynamic State Pension Age**

The **cease age** selected for each category will be shown in the **policy schedule**.

## Consumer Prices Index (CPI)

The monthly index calculated by the government that demonstrates the movement of consumer prices in the UK, or an equivalent replacement of that index.

## Deferred period

For **total benefit**, the number of consecutive weeks of **incapacity** which must pass before you become entitled to receive **benefit**, as shown in the **policy schedule**.

For **proportionate benefit**, the number of consecutive weeks of illness or injury which must pass before you become entitled to receive **benefit** as shown in the **policy schedule**.

## Discretionary entrant

An **employee** or **equity partner** who needs cover, but has joined the **policy**:

- before the date they are first **eligible** to join, or
- 12 months or more than 12 months after they were first **eligible** to join,
- not in a category of **member** covered by the **policy**.

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.

## Dividends

The dividends paid to the **employee** instead of wages or salary averaged over the 3 years prior to **incapacity**.

Dividends are only covered if they cease in the event of **incapacity**.

## Duties

The material and substantial duties that:

- are normally required to perform the **job role** for the **policyholder** and;
- perform a significant and integral part of the performance of the **job role** for the **policyholder** and;
- cannot be reasonably omitted or modified by the **member** or the **policyholder**.

Duties do not include the journey as part of a regular commute to and from a normal place of work.

## Dynamic State Pension Age

The earliest age at which the **member** is entitled to receive their State pension.

For **members** with a UK or Channel Island contract of employment their State Pension Age will be linked to the UK or Channel Islands State Pension Age as at the first date of **incapacity**. For all other **members** their State Pension Age will be linked to the UK State Pension Age as at the first date of **incapacity**.

**Total benefit** will be paid until the **member** reaches their State Pension Age even if that changes after their first date of **incapacity**. This means that if there are future changes to the **member's** State Pension Age because of government policy, then the **cease age** of any valid claim will be adjusted.

The maximum age that **we** will provide cover to is 70, even if the State Pension Age is higher than this.

The **cease age** selected for each category will be shown in the **policy schedule**.

## Earnings

As defined by **you** and accepted by **us** and detailed in the **policy schedule** under 'definition of salary'.

The definition of salary will indicate if **fluctuating emoluments** or **dividends** are included.

**We** will use the earnings that applied as described on the **policy schedule** as at the date of **incapacity**. Increases in earnings that apply after the date of **incapacity** will not be included in the benefit calculation.

## 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**.

## Employee

A person employed by **you**, who is covered under the **policy** and is not an **equity partner**.

## Employer

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

## Equity partner

An equity partner (or fixed share partner) in **your** partnership business who (as evidenced by a partnership deed or contract):

- is a part owner of the assets of the business,
- participates jointly and severally in the risks and rewards of the business; and
- is treated by HM Revenue & Customs as a self-employed partner for tax purposes.

## Equity partner earnings

The average annual **earnings**:

- received in the previous three consecutive years, or
- such lesser period as the partner has been a partner of the partnership, which are liable to tax.

## Fluctuating emoluments

**Employee earnings** not paid on a fixed basis but additional to their basic salary.

This can include items such as:

- profit related pay,
- overtime,
- commission,
- shift or region allowances,
- taxable bonuses, or
- the P11D value of benefits in kind.

**We** will use the average of the total of any fluctuating emoluments over the last 3 years (or such lesser period as the **member** has been in receipt of fluctuating emoluments).

## Free cover limit

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

## Gross Taxable Earnings

Gross taxable earnings including any **fluctuating emoluments** relating to the **employee's job role** with the **policyholder**.

## Incapacity/Incapacitated

Means either own, suited or switched below as specified in the **policy schedule**.

'Own'. The **member's** inability to perform, on a full and part time basis, the **duties** of their **job role**, as a result of their illness or injury.

'Suited'. The **member's** inability to perform, on a full and part time basis, the **duties** of their **job role**, and **other occupations** for which they are suited by reason of education, training or experience, as a result of their illness or injury.

'Switched'. For the first 24 months after the **deferred period** has been completed - the **member's** inability to perform, on a full and part time basis, the **duties** of their **job role** resulting from their illness or injury.

After 24 months - the **member's** inability to perform, on a full and part time basis, the **duties** of their **job role**, and any **other occupation** for which they are suited by reason of education, training or experience, resulting from their illness or injury.

Where a **lump sum** is insured with a 2 year **limited payment term**, a 'suited' definition will be applied.

Where the **member's** occupation requires a licence (other than an ordinary UK, Channel Islands or Isle of Man driving licence for Group 1 vehicles) or medical certificate, for example a HGV driver, a 'suited' definition will be applied to that **member** in all cases.

Absence caused by workplace matters, such as a relationship breakdown, workplace demands or failure to make reasonable adjustments are not covered.

Absence caused by a lifestyle choice or family requirement such as the need to care for a dependant are not covered.

## Income Benefit

The **benefit** payable under this **policy**, not including pension contributions, supplementary benefits and National Insurance contributions or Social Security contributions.

## Job role

A **member's** job role with the **policyholder** at the time **incapacity** starts

## Limited payment term

The number of years (if any) specified in the **policy schedule** as the limited payment term. **Benefit** for **incapacity** resulting wholly or partly from one illness or injury, or any illness, injury or other condition related to it will be limited to this period.

The limited payment term starts when the **deferred period** has finished.

## Linked policies

Any Aviva Group Income Protection **policy** taken out by you or a parent/subsidiary of you covering different categories of **members** and/or benefits.

## Lump sum

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

## Medical information

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

## Medical practitioner

A medical practitioner registered with the General Medical Council in the UK or, in the case of **benefit** paid for **overseas** residence, the equivalent body in the relevant country.

## Member

An **employee** or **equity partner** covered under the **policy**.

## Other occupation

Any occupation performed for profit or reward, other than the **member's job role**.

## Overseas

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

## Pensionable salary

As defined by **you** and agreed by **us** and detailed in the **policy schedule**.

## Policy

The Aviva Group Income Protection insurance **policy** (including the **policy schedule** together with any endorsements) which covers the **policy** benefits and forms the contract between **you** and **us**.

## Policyholder

The company, partnership or other business entity named as **policyholder** in the **policy schedule** and registered in the UK, Channel Islands or Isle of Man.

## Policy schedule

The current policy schedule (as issued by **us** from time to time), or in the case of a claim for **benefit** the policy schedule that applied as at the date of **incapacity** stating details of the **policyholder**, cover provided by this **policy**, and any special terms (if applicable).

## Policy year

The period between:

- the **start date** and the first **anniversary date**; or
- two **anniversary dates**; or
- the **anniversary date** and **rate guarantee date**; or

- an **anniversary date** and the cease date of the **policy** (if the cease date occurs before the next **anniversary date**).

## Pre-existing condition

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

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

in the previous five years before any cover is provided for under the **policy**.

## Proportionate benefit

A proportion of **total benefit**. The proportion will be the percentage reduction in the **member's earnings**.

## Rate guarantee/Rate guarantee date

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

## Retail Prices Index (RPI)

The monthly index used by the Government that shows the movement of retail prices in the UK, or any replacement of that index which is acceptable to us.

## 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.

## Start date

The date the **policy** starts as stated on the **policy schedule**.

## State Pension Age (SPA)

The earliest age at which the **member** or former **employee** is entitled to receive their State pension.

For **members** with a UK or Channel Island contract of employment their State Pension Age will be linked to the UK or Channel Islands State Pension Age as at the first date of **incapacity**. For all other **members** their State Pension Age will be linked to the UK State Pension Age as at the first date of **incapacity**.

**Total benefit** will be paid up to the State Pension Age that applied at the **member's** first date of **incapacity**. This means that if there are future changes to the **member's** State Pension Age because of government policy, then the **cease age** of any valid claim will remain unchanged.

The maximum age that **we** will provide cover to is 70, even if the State Pension Age is higher than this.

The **cease age** selected for each category will be shown in the **policy schedule**.

## Total benefit

The **benefit** calculated as described in the **policy schedule**. This is normally shown as **income benefit** and where applicable **employer** and **employee** pension contributions, other supplementary benefits and **employer** National Insurance contributions or **employer** Social Security contributions.

## 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 £100 of salary or **benefit** (dependent on **policy** basis) covered under the **policy**.

## We/our/us

Aviva Life & Pensions UK Limited.

## You/Your


The current **policyholder** of the **policy** as stated in the **policy schedule**.



## Need this in a different format?

Please get in touch if you'd prefer this document  
(GR02004 12/2023) in large font, braille or as audio.

## How to contact us

 0800 051 3472

 [groupprotection@aviva.com](mailto:groupprotection@aviva.com)

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

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