

Online Group Critical Illness

Technical Guide

Reference: GR03123 - 09/2023

This policy is intended for schemes with

between three and 250 lives.



Aviva

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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 Critical Illness Insurance Policies. It should be read alongside the quotation with which it was issued. **It does not form part of the policy contract.**

Full details of the contract terms can be found in the Policy Wording.

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

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

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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 guide. The meanings are set out in the definitions section at the back of this document.

This technical guide describes the features of the Online group critical illness policy.

The Aviva Group Protection Online facility has been specifically designed to provide quotes for small to medium sized enterprises where the quotation requirements fall within certain parameters.

We are unable to provide online quotations which include Cancer Drug Fund or Total Permanent Disability on an "own occupation" basis.

Policy aims

This is a non-complex policy. The aim of the **policy** is to meet the demands and needs of an **employer** who wishes to:

- provide insurance to cover a lump sum benefit if a member or their child is diagnosed with one of the critical illnesses or undergoes an operation which the policy covers and survives for at least 14 days
- choose the number of **critical illnesses** or **operations** they wish to cover, **we** call these standard or extended

We will pay a **lump sum benefit** for a **critical illness** or **operation** to **your employee** provided it is to a UK, Channel Islands or Isle of Man bank account.

This document will tell you which **critical illnesses** and **operations** can be covered. It will also tell **you** the circumstances when **members** or **children** will not be eligible to receive a **lump sum benefit**, even if they have suffered a **critical illness** or undergone an **operation** set out in the **policy**.

The **policy** is suited to UK, Channel Islands or Isle of Man registered **employers** with between 3 and 250 insured **members**.

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

- employers with fewer than 3 or more than 250 members
- **employers** or partnerships who are not registered in the UK, Channel Islands or Isle of Man
- employers with members who are not in the UK, Channel Islands or Isle of Man or one of our standard territories, unless otherwise agreed
- employers who wish to cover critical illness definitions or operations not covered under those we list
- the self-employed (other than Equity Partners).

There is no medical underwriting needed for **members**, although the product is subject to a **pre-existing** and **associated conditions** exclusion. This means that **we** will not pay a claim for an illness or operation that existed before they joined the **employer's scheme**. In addition, **we** will not pay a claim that occurs within two years of joining that is **related** to an insured condition due to treatment, symptoms, advice or awareness.

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

Your commitment

You agree to inform us straight away:

- if you want to change the cover; or
- if **you** want to change the **eligibility** criteria for membership;
- about any claims;
- about any significant changes to the **employer**.
- 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.

You agree to:

- pay premiums when requested or as agreed;
- 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 review/anniversary dates;
- when **you** make a claim;

and tell us if these details change.

In order to make a claim, **you** must tell **us** within 3 months of a **member** or **child**:

- being diagnosed with a critical illness; or
- undergoing an operation.

Risk factors

- Cover may stop if you don't comply with the terms and conditions of the policy or if you stop paying premiums.
 This will mean you will have no cover in place with us for future lump sum benefits and may result in an uninsured liability. We will continue to assess claims for critical illnesses that were diagnosed and operations that took place before the policy was cancelled.
- We recommend that a lawyer considers the content of your employees' contracts for you in the light of this policy, and any requirements you may have for offering the benefits to your employees.
- **We** usually guarantee the rate(s) for up to three years after the start of the **policy**. The **rate guarantee date** will be shown on the illustration.

The guarantee may not apply if:

- the total sum insured changes by 25% or more (50% for policies with 19 or fewer **members**) from the last rate guarantee date (or **start date** if a rate review has not yet happened);
- the number of **members** who are covered falls below 3 (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**.

Critical illnesses and operations, and their associated conditions

There are two levels of cover – Standard and Extended. The level of cover **you** have chosen is shown on the **policy schedule**. If **you** have chosen Extended cover, this includes the **critical illnesses** and **operations** shown in Standard cover. **Your policy schedule** will also show if **you** have selected one of the optional benefits listed. No other **critical illnesses** or **operations** are covered.

We adhere to the Association of British Insurers (ABI) minimum standards for critical illnesses that have been defined by them. Some of **our** definitions are more generous than the ABI model wording definition. The definitions that are defined by the ABI are marked with an asterisk.

The right hand column shows the **associated conditions** for each **critical illness** or **operation** - these **associated conditions** are used in a **policy** exclusion - see section 8 (What is not covered) for the full details of the **policy** exclusions.

Critical illness/operation	Definition	Associated conditions
Standard		
*Alzheimer's disease – resulting in permanent symptoms	A definite diagnosis of Alzheimer's disease by a Consultant Neurologist, Psychiatrist or Geriatrician. There must be permanent clinical loss of the ability to do all of the following: • remember; • reason; and • perceive, understand, express and give effect to ideas. For the above definition, the following are not covered: • other types of dementia.	Head injury, pure amnesia, depression, psychosis, dementia
Cancer – excluding less advanced cases	Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes: • leukaemia	Polyposis Coli, papilloma of the bladder or any cancer in situ.
	 sarcoma, and lymphoma except those that arise from or are confined to the skin (including cutaneous lymphomas and sarcomas). pseudomyxoma peritonei merkel cell cancer For this definition of cancer, the following are not covered: All cancers which are histologically classified as any of the following: non-invasive; pre-malignant; cancer in situ; having borderline malignancy; or having low malignant potential; All tumours of the prostate unless histologically classified as having a Gleason score of 7 or above or having progressed to at least TNM classification cT2bN0M0 or pT2N0M0 following prostatectomy (removal of the prostate). Neuroendocrine tumours without lymph node involvement or distant metastases unless classified as WHO Grade 2 or above. 	

Critical illness/operation	Definition	Associated conditions
*Cancer – excluding less advanced cases (continued)	Gastrointestinal stromal tumours without lymph node involvement or distant metastases unless classified by either AFIP/Miettinen and Lasota as having a moderate or high risk of progression, or as UICC/TNM8 stage II or above.	
	All urothelial tumours unless histologically classified as having progressed to at least TNM classification T1N0M0.	
	Malignant melanoma skin cancers that are confined to the epidermis (outer layer of skin).	
	Any non-melanoma cancer that arises from or is confined to one or more of the epidermal, dermal, and subcutaneous tissue layers of the skin (including cutaneous lymphomas and sarcomas) unless it has spread to lymph nodes or distant organs.	
	All thyroid tumours unless histologically classified as having progressed to at least TNM classification T2N0M0.	
Cancer – Second and	For this benefit to be payable the following conditions must be met:	
subsequent	The member has previously had a cancer that met the "Cancer – excluding less advances cases" definition above, whether a claim was paid or not, and	
	The new cancer meets the definition of cancer – excluding less advanced cases (above), and	
	The new cancer was not pre-existing prior to the member joining the scheme or during the 120 days following the date they joined the scheme , and	
	The member has been treatment free for a period of 5 years from the date of the previous and most recent diagnosis of cancer, and	
	There is no evidence, confirmed by appropriate up-to-date investigations and tests, of any continuing presence, recurrence or spread of any previous cancer, and	
	The new cancer:	
	 Affects an organ that is physically and anatomically separate to any previous cancer, and 	
	 Is not secondary cancer or histologically related to any previous cancer; or 	
	 For haematological cancers, the new cancer is categorised or divided according to defined cell characteristics in a distinctly different manner to any previous cancer. 	
	Treatment includes chemotherapy, radiotherapy, monoclonal antibody therapy, immunotherapy, and invasive or non-invasive surgery, but does not include long term maintenance hormone treatment.	
	In addition, we will not pay the amount of any increase in lump sum benefit if prior to the date of the increase:	
	There was an associated condition relating to the new cancer, or	
	The new cancer was pre-existing .	
	We will still consider the claim for the pre-increase amount.	

Critical illness/operation	Definition	Associated conditions
Cardiac arrest – with insertion of a defibrillator	Sudden loss of heart function with interruption of blood circulation around the body resulting in unconsciousness and resulting in either of the following devices being surgically implanted: Implantable Cardioverter-Defibrillator (ICD); or Cardiac Resynchronization Therapy with Defibrillator (CRT-D)	Coronary artery disease, heart failure and cardiomyopathy, left ventricular hypertrophy, hyperlipidaemia, myocarditis, hypertrophic cardiomyopathy, arrhythmogenic right ventricular cardiomyopathy, brugada syndrome, idiopathic VF (also called primary electrical disease), congenital or acquired long QT syndrome, familial SCD of uncertain cause, Wolff-Parkinson-White syndrome.
*Coronary artery by-pass grafts	The undergoing of surgery on the advice of a Consultant Cardiologist to correct narrowing or blockage of one or more coronary arteries with by-pass grafts.	Any disease or disorder of the heart, diabetes mellitus, any obstructive/occlusive arterial disease or hyperlipidaemia.
Creutzfeldt-Jakob disease (CJD)	A definite diagnosis of CJD by a Consultant Neurologist.	Organic brain disease, disease of the central nervous system, Parkinson's disease, depression, epilepsy, dementia, amnesic memory disorder, aphasia, psychosis.
*Dementia including Alzheimer's disease of specified severity	A definite diagnosis of dementia, including Alzheimer's disease, by a Consultant Geriatrician, Neurologist, Neuropsychologist or Psychiatrist supported by evidence including neuropsychometric testing. There must be permanent cognitive dysfunction with progressive deterioration in the ability to do all of the following: • remember • reason • perceive, understand, express and give effect to ideas. For the above definition, the following are not covered: • Mild Cognitive Impairment (MCI).	Stroke, cerebrovascular disease, organic brain disease, brain tumours, disease of the central nervous system, hydrocephalus, Alzheimer's disease, Creutzfeldt-Jakob disease, Parkinson's disease, depression, epilepsy, pure amnesia, aphasia, psychosis.
*Heart attack – of specified severity	 A definite diagnosis of acute myocardial infarction with death of heart muscle as evidenced by all of the following: Typical clinical symptoms (for example, characteristic chest pain). New characteristic electrocardiographic changes or new diagnostic imaging changes. The characteristic rise of cardiac enzymes or Troponins recorded at the following levels or higher: Troponin T > 200 ng/L (0.2 ng/ml or 0.2 ug/L) Troponin I > 500 ng/L (0.5 ng/ml or 0.5 ug/L) The evidence must show a definite acute myocardial infarction. For the above definition, the following are not covered: Myocardial injury without infarction. Angina without myocardial infarction.	Any disease or disorder of the heart, diabetes mellitus, hypertension, hyperlipidaemia or any obstructive/occlusive arterial disease.
*Kidney failure <i>–requiring</i> permanent dialysis	Chronic and end stage failure of both kidneys to function, as a result of which regular dialysis is permanently required.	Familial polycystic kidney disease, diabetes mellitus or any chronic renal disease or disorder

Critical illness/operation	Definition	Associated conditions
*Major organ transplant – from another donor where applicable	 The undergoing as a recipient a transplant of: bone marrow, or haematopoietic stem cells preceded by total bone marrow ablation, or a complete heart, kidney, liver, lung, or pancreas from another donor, or a whole lobe of the lung or liver from another donor, or inclusion on an official UK waiting list for such a procedure. The following are not covered: transplant of any other organs, parts of organs, tissues or cells. 	Cardiomyopathy, coronary artery disease, cardiac failure, chronic liver disease, chronic pancreatitis, pulmonary hypertension, cystic fibrosis, chronic lung disease or chronic kidney disease
*Motor neurone disease – resulting in permanent symptoms	A definite diagnosis of one of the following motor neurone diseases by a Consultant Neurologist: • Amyotrophic lateral sclerosis (ALS) • Primary lateral sclerosis (PLS) • Progressive bulbar palsy (PBP) • Progressive muscular atrophy (PMA). There must also be permanent clinical impairment of motor function.	Progressive muscular atrophy, primary lateral sclerosis, progressive bulbar palsy
*Multiple sclerosis – where there have been symptoms	A definite diagnosis of multiple sclerosis by a Consultant Neurologist. There must have been clinical impairment of motor or sensory function caused by multiple sclerosis.	Any form of neuropathy, encephalopathy or myelopathy (disorders or functions of the nerves) including but not restricted to the following: abnormal sensation (numbness) of the extremities, trunk or face/weakness or clumsiness of a limb/double vision/partial blindness/ocular palsy/vertigo (dizziness)/ difficulty of bladder control/optic neuritis/spinal cord lesion/abnormal MRI scan
*Parkinson's disease – resulting in permanent symptoms	A definite diagnosis of Parkinson's disease by a Consultant Neurologist or a Consultant Geriatrician. There must be permanent clinical impairment of motor function with associated tremor and muscle rigidity. The following are not covered: Parkinsonian syndromes/Parkinsonian.	Treatment with dopamine antagonist, tremor, extra pyramidal disease
Progressive supranuclear palsy – resulting in permanent symptoms	A definite diagnosis of progressive supranuclear palsy by a Consultant Neurologist or a Consultant Geriatrician. There must be permanent clinical impairment of eye movements and motor function.	Organic brain disease, disease of the central nervous system, Parkinson's disease, treatment with dopamine antagonist, tremor, extra pyramidal disease, depression, epilepsy, dementia, amnesic memory disorder, aphasia, psychosis.

Critical illness/operation	Definition	Associated conditions
*Stroke or spinal cord stroke – resulting in	Death of brain tissue or spinal cord tissue due to inadequate blood supply or haemorrhage within the skull or spinal cord resulting in either:	Atrial fibrillation, transient ischaemic attack, diabetes
permanent symptoms	 permanent neurological deficit with persisting clinical symptoms; or 	mellitus, hypertension, intracranial aneurysm or
	definite evidence of death of tissue or haemorrhage on a brain or spinal cord scan; and	occlusive arterial disease
	• neurological deficit with persistent clinical symptoms lasting at least 24 hours.	
	The following are not covered:	
	transient ischaemic attack	
	death of tissue of the optic nerve or retina/eye stroke.	
Childcover benefit (include	ed in standard cover)	
Cerebral palsy	We will pay childcover benefit if the child receives a definite diagnosis	
	of cerebral palsy made by an attending consultant.	
Children's intensive	We will pay childcover benefit, if during the period of cover, a child	
care benefit – <i>requiring</i>	due to sickness or injury is requiring continuous mechanical ventilation	
mechanical ventilation for	by means of tracheal intubation for 7 consecutive days (24 hours per	
7 days	day) unless it is as a result of the child being born prematurely (before 37 weeks).	
Cystic fibrosis	We will pay childcover benefit if the child receives a definite diagnosis	
Cystic librosis	of cystic fibrosis made by an attending consultant.	
Hydrocephalus – <i>Treated</i>	We will pay childcover benefit if the child suffers hydrocephalus if the	
by surgery	hydrocephalus is treated by surgery.	
Loss of independent existence	We will pay childcover benefit if in the opinion of a specialist the child will not at 18 be able to perform routinely at least three of the specified	
CASCINC	six activities of daily living without the continual assistance of someone else, even with the use of special devices or equipment.	
	The following are activities of daily living:	
	Washing – this means being able to wash and bathe unaided, including	
	getting into and out of the bath or shower.	
	Dressing – this means being able to put on, take off, secure and unfasten all necessary items of clothing.	
	Feeding – this means being able to eat pre-prepared foods unaided.	
	 Continence – this means being able to control bowel or bladder functions, whether with or without the use of protective undergarments and surgical appliances. 	
	Moving – this means being able to move from one room to another on level surfaces.	
	Transferring – this means being able to get on and off the toilet, in and out of bed and move from a bed to an upright chair or wheelchair and back again.	
	The loss of independence must be entirely due to illness or injury, and not as a result of the age of the child . Having met our definition, the child must survive for 90 days.	
Muscular dystrophy	We will pay childcover benefit if the child receives a definite diagnosis of muscular dystrophy made by a Consultant Neurologist.	None

We will pay childcover benefit if the child receives a definite diagnosis of spina bifida myelomeningocele or rachischisis by a Paediatrician. The following are not covered: spina bifida occulta, and spina bifida with meningocele. The undergoing of surgery for disease to the aorta with excision and surgical replacement of a portion of the affected aorta with a graft. The term aorta includes the thoracic and abdominal aorta but not its branches. For the above definition, the following is not covered: any other surgical procedure, for example the insertion of stents or endovascular repair. A definite diagnosis of aplastic anaemia by a Consultant Haematologist. There must be permanent bone marrow failure with anaemia, neutropenia and thrombocytopenia. A definite diagnosis of bacterial meningitis causing inflammation of the membranes of the brain or spinal cord resulting in permanent	Any disease or disorder of the heart or any obstructive/ occlusive arterial disease. Polyposis Coli, papilloma of the bladder or any cancer in situ. Chronic ear disease or hydrocephalus
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he membranes of the brain or spinal cord resulting in permanent	
neurological deficit with persisting clinical symptoms	
ical otogical action personning callicat symptoms.	
The diagnosis must be confirmed by a Consultant Neurologist.	
The following are not covered:	
all other forms of meningitis including viral meningitis.	
	Neurofibromatosis (von Recklinghausen's disease),
	haemangioma (von
	Hippel- Lindau disease)
undergoing either stereotactic radiosurgery or chemotherapy	
tumours in the pituitary gland	
angiomas.	
A non-malignant tumour or cyst in the spinal cord, spinal nerves or meninges, resulting in any of the following:	Neurofibromatosis, meningomyelocele, and syringomyelia.
	Synngomyena.
treatment to destroy tumour cells.	
The following are not covered:	
granulomas, haematomas, abscesses, disc protrusions and osteophytes.	
Permanent and irreversible loss of sight to the extent that even when	Stroke or transient ischaemic
ested with the use of visual aids, vision is measured at 6/60 or worse in the better eye using a Snellen eye chart, or visual field is reduced to	attack.
	all other forms of meningitis including viral meningitis. non-malignant tumour or cyst originating from the brain, cranial nerves meninges within the skull, resulting in either of the following: permanent neurological deficit with persisting clinical symptoms undergoing invasive surgery to remove part or all of the tumour; or undergoing either stereotactic radiosurgery or chemotherapy treatment to destroy tumour cells. The following are not covered: Tumours in the pituitary gland angiomas. Ton-malignant tumour or cyst in the spinal cord, spinal nerves or eninges, resulting in any of the following: Permanent neurological deficit with persisting clinical symptoms; or Undergoing invasive surgery to remove part or all of the tumour; or Undergoing either stereotactic radiosurgery or chemotherapy treatment to destroy tumour cells. The following are not covered: granulomas, haematomas, abscesses, disc protrusions and osteophytes. Termanent and irreversible loss of sight to the extent that even when sted with the use of visual aids, vision is measured at 6/60 or worse

Critical illness/operation	Definition	Associated conditions
*Coma – with associated permanent symptoms	A state of unconsciousness with no reaction to external stimuli or internal needs which:	
	requires the use of life support systems for a continuous period of at least 96 hours; and	
	with associated permanent neurological deficit with persisting	
	clinical symptoms.	
	For the above definition, the following is not covered:	
	Medically induced coma.	
Coronary angioplasty – with specified treatment	Percutaneous coronary intervention (PCI) to correct narrowing or blockages of the left main stem artery, or two or more main coronary arteries. Multiple vessels must be treated at the same time or as part of a planned stage procedure within 60 days of the first PCI.	Any disease or disorder of the heart, diabetes mellitus, hyperlipidaemia, or any obstructive/occlusive arterial
	The main coronary arteries for this purpose are defined as right coronary artery, left anterior descending artery, circumflex artery, or their branches.	disease
	PCI is defined as any therapeutic intra-arterial catheter procedure including balloon angioplasty and/or stenting.	
	The following are not covered:	
	diagnostic angioplasty	
	• two angioplasty procedures to a single main artery or branches of the same artery.	
*Deafness – permanent	Permanent and irreversible loss of hearing to the extent that the	Acoustic nerve tumour,
and irreversible	quietest sound that can be heard in the better ear is 70 decibels across all	neurofibromatosis (von
	frequencies using a pure tone audiogram.	Recklinghausen's disease)
Encephalitis – resulting in	A definite diagnosis of encephalitis by a Consultant Neurologist. There	There are no associated
permanent symptoms	must be permanent neurological deficit with persisting clinical	conditions for encephalitis
	symptoms.	
*Heart valve replacement or repair	The undergoing of surgery including balloon valvuloplasty on the advice of a Consultant Cardiologist to replace or repair one or more heart valves.	Any disease or disorder of the heart, or any obstructive/ occlusive arterial disease.

HIV infection – cought from a blood transfusion, a
of employment, the incident must be supported by a negative HIV antibody test taken within 5 days of the incident there must be a further HIV test within 12 months confirming the presence of HIV or antibodies to the virus For the above definition, the following is not covered:

Critical illness/operation	Definition	Associated conditions
Liver failure – of advanced stage	Liver failure due to cirrhosis and resulting in: • permanent jaundice • ascites, and • encephalopathy	Chronic liver disease, including but not limited to hepatitis B & C, primary sclerosing cholangitis, and portal hypertension
*Loss of hand or foot – permanent physical severance	Permanent physical severance of hand or foot at or above the wrist or ankle joint.	Diabetes mellitus, peripheral vascular disease, bone and soft tissue cancer.
Loss of independent existence – <i>permanent</i> and <i>irreversible</i>	The total and permanent loss of the ability to perform routinely at least three of the six activities of daily living without the continual assistance of someone else, even with the use of special equipment routinely available to help and having taken any appropriate prescribed medication. The activities of daily living we assess against are listed below. Activities of daily living: 1. Washing – being able to wash and bathe unaided, including getting into and out of the bath or shower.	Multiple sclerosis, muscular dystrophy, motor neurone disease, or any disease or disorder of the brain, spinal cord or column
	 Dressing – being able to put on, take off, secure and unfasten all necessary items of clothing. Feeding – being able to eat pre-prepared foods unaided. Continence – being able to control bowel or bladder functions, whether with or without the use of protective undergarments and surgical appliances. Moving – being able to move from one room to another on level surfaces. Transferring – being able to get on and off the toilet, in and out of bed 	
*Loss of speech – total, permanent and irreversible	and move from a bed to an upright chair. Total permanent and irreversible loss of the ability to speak as a result of physical injury or disease.	Stroke, transient ischaemic attack, motor neurone disease, brain or throat tumour, laryngeal polyps.
*Paralysis of limb – total and irreversible	Total and irreversible loss of muscle function to the whole of any limb.	Multiple sclerosis, muscular dystrophy, motor neurone disease or any disease or disorder of the brain, spinal cord or column
Primary cardiomyopathy – of specified severity or undergoing a defined treatment	 A definite diagnosis by a Consultant Cardiologist of primary cardiomyopathy. The disease must result in at least one of the following: left ventricular ejection fraction (LVEF) of less than 40% measured twice at an interval of at least 3 months by an MRI scan. marked limitation of physical activities where less than ordinary activity causes fatigue, palpitation, breathlessness or chest pain (Class III or IV of the New York Heart Association classification) over a period of at least 6 months. implantation of a Cardioverter Defibrillator (ICD) on the specific advice of a Cardiologist for the prevention of sudden cardiac death. The following are not covered: 	Any disease or disorder of the heart, diabetes mellitus or any obstructive/occlusive arterial disease
	 any secondary cardiomyopathy all other forms of heart disease, heart enlargement and myocarditis. 	

Critical illness/operation	Definition	Associated conditions
Pulmonary arterial hypertension – of specified	A definite diagnosis of one of the following by a Consultant Cardiologist or Consultant Respiratory Physician of either:	Any disease or disorder of the heart, diabetes mellitus or any
cause and severity	idiopathic pulmonary arterial hypertension	obstructive/occlusive arterial
	chronic thrombo-embolic pulmonary hypertension.	disease.
	There must be all of the following:	
	a systolic pulmonary arterial pressure (PAP) of greater than 50mmHg (mm of mercury) for more than a year	
	permanent and irreversible right ventricular dilatation and hypertrophy on echocardiogram and electrocardiogram (ECG).	
Pulmonary artery surgery	The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) or thoracotomy on the advice of a Consultant Cardiologist for one of the following procedures:	Pulmonary valve stenosis, pulmonary atresia, truncus arteriosus, Fallot's tetralogy,
	Pulmonary artery surgery to excise and replace the diseased pulmonary artery with a graft.	patent ductus arteriosus
	Pulmonary endarterectomy.	
Respiratory failure – of specified severity	Confirmation by a Consultant Physician of severe lung disease with permanent impairment of lung function resulting in all of the following:	Any disease or disorder of the respiratory system including
	the need for daily oxygen therapy for a minimum of 15 hours per day for at least six months	the lungs, bronchi and trachea
	• forced expiratory volume at one second (FEV1) below 50% of normal	
	forced vital capacity (FVC) below 50% of normal.	
Rheumatoid arthritis – chronic and severe	A definite diagnosis of rheumatoid arthritis by a Consultant Rheumatologist:	Inflammatory polyarthropathy
	• there must be morning stiffness in the affected joints lasting for at least one hour	
	there must be arthritis of at least three joint groups, with soft tissue swelling or fluid observed by a physician	
	the arthritis must involve at least the:	
	- wrists or ankles	
	- hands and fingers, or	
	- feet and toes	
	there must be symmetrical arthritis	
	there must be radiographic changes typical of rheumatoid arthritis.	
Structural heart surgery	The undergoing of heart surgery requiring median sternotomy (surgery to divide the breastbone) or thoracotomy on the advice of a Consultant Cardiologist, to correct any structural abnormality of the heart.	Any disease or disorder of the heart, diabetes mellitus, hyperlipidaemia, or any obstructive/occlusive arterial disease.
Systemic lupus	A definite diagnosis of systemic lupus erythematosus by a Consultant	Hughes syndrome, rheumatoid
erythematosus – with	Rheumatologist resulting in either of the following:	arthritis, and Sjogren's
severe complications	permanent neurological deficit with persisting clinical symptoms; or	syndrome
	the permanent impairment of kidney function tests as follows:	
	- Glomerular Filtration Rate (GFR) below 30 ml/min.	

Critical illness/operation	Definition	Associated conditions
Terminal illness - where death is expected within 12 months	 A definite diagnosis by the attending Consultant of an illness that satisfies both of the following: the illness either has no known cure or has progressed to the point where it cannot be cured; and in the opinion of the attending Consultant, the illness is expected to lead to death within the earlier of 12 months and the member's cease age. 	Any medical condition that is listed as a critical illness condition
*Third degree burns – of specified severity	Burns that involve damage or destruction of the skin to its full depth through to the underlying tissue and covering at least 20 percent of the body's surface area or 20 percent loss of surface area of the face which for the purposes of this definition includes the forehead and ears.	
*Traumatic brain injury due to trauma, anoxia or hypoxia – resulting in specified symptoms	Death of brain tissue due to traumatic injury or reduced oxygen supply (anoxia or hypoxia) resulting in permanent neurological deficit with persisting clinical symptoms .	
Optional Cover		
Cancer Drugs Fund and/or to Protection Online facility.	otal permanent disability on an "own occupation" basis, are not available as	part of the Aviva Group
*Total permanent disability – unable to do a suited occupation ever again	Loss of the physical or mental ability through an illness or injury to the extent that the employee is unable to do the material and substantial duties of a suited occupation ever again. The material and substantial duties are those that are normally required for, and/or form a significant and integral part of, the performance of a suited occupation that cannot reasonably be omitted or modified. A suited occupation means any work the employee could do for profit or pay taking into account their employment history, knowledge, transferable skills, training, education and experience, and is irrespective of location and availability.	Multiple sclerosis, muscular dystrophy, motor neurone disease, or any disease or disorder of the brain, spinal cord or column. Arthritis. Chronic or recurrent mental illness. Chronic or recurrent back, neck, joint or muscle pain. Chronic or recurrent fatigue.
	The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the employee expects to retire. For the above definition, disabilities for which the relevant specialists cannot give a clear prognosis are not covered.	

Your questions answered

1 How does the policy work?

- We need a minimum of three employees to be covered under a policy.
- The **policy** will pay a **lump sum benefit** to the **employee** if they (or their **child** covered by the **policy**):
 - is diagnosed with one of the critical illnesses, or
 - undergoes one of the operations

which the **policy** covers, and they survive for 14 days after the date of the diagnosis or **operation**.

- You decide:
 - the level of benefit (for example, annual salary x 5)
 - the type of cover (Standard or Extended)
 - whether or not to include total **permanent** disability benefit
- You pay the premium to us, This is usually treated as a company trading expense for tax purposes. For your employees, this is usually treated as a benefit in kind.
- We will not cancel the policy as a result of paying valid claims. If the policy is cancelled we will still pay valid claims for diagnoses that were made and operations that members or children underwent whilst the policy was in force.
- You make claims on behalf of the **member** or **child**, and **you** must give **us** the information that **we** need to be able to assess the claim.
- If a claim is valid, we will pay a lump sum benefit for a critical illness or operation to your employee provided it is to a UK bank account.
- All premiums and benefits will be in pounds sterling.

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

Aviva's Group Critical Illness policy has a number of options to help **you** create a **policy** that fits **your** business needs and the needs of **your** workforce.

2.1 Who can be covered?

Employees with a current UK, Channel Islands or Isle of Man contract of employment with an **employer** covered by the **policy** and who meet the **eligibility**.

Cover for **employees' children** is automatically included.

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 or residing outside of the UK, Channel Islands and the Isle of Man, provided that:

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

You can ask us to cover individuals who are working or residing 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 or residing **overseas** at the **policy** start date or **rate guarantee date**. **You** must also tell **us** the countries that they will be working in.

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

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

Special terms and conditions may apply for cover to 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.

2.3 What are the eligibility conditions?

You will have to decide the **eligibility** conditions. These can include:

- the minimum and maximum ages that members can join the policy. We allow membership for people who are 69 and younger (we will automatically cancel membership when a member reaches 70 years old). Children from date of birth up to the age of 18 years old (or 23rd birthday if in full time education), will be automatically covered (we will no longer cover children when they reach 18 years old or 23 years if in full time education, or when the employee reaches 70 years old if this happens earlier).
- any service qualification period for example stating that an
 employee must have worked for at least 6 months in order to
 qualify for the policy. Part-time employees and employees on
 fixed-term contracts can also be included on the policy.
- any categories of membership, for example 'managers', 'office staff', 'sales teams'. If **employees** need to be members of a pension scheme in order to be **eligible** for the **policy**, **you** will need to specify the **eligibility** criteria for the pension scheme.
- when new employees can join the policy for example at the anniversary date or as soon as they become eligible.
- when **members'** benefits can increase.

We will also need to agree:

- the levels of benefit. We allow a maximum lump sum benefit
 of the 5 x employee's salary, up to a maximum of £500,000 per
 claim for an employee. Children can receive up to 25% of the
 employee's benefit up to a maximum of £25,000).
- what definition of salary to use. You may need to take into account bonuses, commissions and overtime if they form part of employees' regular salaries.

Discretionary entrants

You may add employees to the policy at any time, however cover will not be backdated. Any discretionary entrants will be treated as a new joiner and will therefore be subject to a new pre-existing conditions exclusion.

TUPE transfers

You may add **members** to the **policy** at any time however cover will not be backdated. For any **TUPE** or other group employment transfer, **employees** will be treated as **members** switching cover from another insurer. Please refer to section 11 for **our** switch terms to see how these **members** would be treated.

2.4 When will cover stop for a member or child?

All cover will stop when the **policy** is cancelled or the premiums are not paid.

You choose the **policy cease age**, which can be **state pension age (SPA)** or any fixed age up to a maximum of 70.

If the **cease age** is currently either **SPA** or a fixed age lower than 70, and **you** want to include **members** 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 membership category.

Cover will stop for an **employee** when they;

- are no longer employed by you;
- are no longer **eligible** for the **policy**;
- reach the cease age; or
- move overseas to a location not listed in our standard territories or any additional locations detailed in your policy schedule, unless otherwise agreed; or
- die.

We will cease to cover a child of an employee;

- if **we** pay a claim for them (see section 6.5 Can another claim be made in the future);
- when they are no longer **eligible** for the **policy**;
- when they reach the **cease age** (for **children**, when they reach 18 years old (23 if in full time education);
- when the employee reaches the cease age.
- when they die; or
- when a member moves overseas to a location not listed in our standard territories or any additional locations detailed in your policy schedule, unless otherwise agreed; or
- if the **employee** leaves the **policy**, for whatever reason.

2.5 What types of cover are available?

We have two levels of cover – Standard and Extended. The **policy schedule** will show the cover **you** have selected. We adhere to the Association of British Insurers (ABI) minimum standards for all critical illnesses that have been defined by them. These definitions are marked with an asterisk in the **critical illnesses** and **operations** table on page 7. Within the **critical illness** definitions there are four words or phrases that have very specific meanings. These are also defined by the ABI and are:

- occupation;
- irreversible;
- permanent; and
- permanent neurological deficit with persisting clinical symptoms.

2.6 What happens if someone is temporarily absent?

Where an **employee** is off work due to illness or injury, the cover for the **employee** (and if applicable the **employee's child**) continue up to the **cease age** providing premiums continue, the member is included in the membership data whenever it is provided and a UK, Channel Islands or Isle of Man contract of employment is maintained.

Where absence is due to any other reason, such as statutory absence (for example maternity, paternity, shared parental leave and adoption leave or Armed Forces Reserves call up), then cover may continue to be provided for a maximum of 36 months, providing premiums continue, the member is included in the membership data whenever it is provided and a UK, Channel Islands or Isle of Man contract of employment is maintained.

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

3 How is the policy set up?

3.1 What do we need to set up the policy?

If **you** have received an illustration, all the details are correct and nothing has changed, and **you** have answered any outstanding information in respect of caveats, then **we** can start cover if **you** ask **us** to in writing within three months of when the illustration was issued.

We will need, within 30 days of the start of the policy:

- a fully completed application form, together with any additional information that the form asks for, and
- the deposit premium and/or direct debit mandate returned

We will not backdate cover under any circumstances.

The **policy schedule**, along with **our policy** wording will form the basis of the cover.

In order to prepare an illustration, **we** will need to know **employees**':

- genders;
- dates of birth;
- salaries and benefits;
- occupations; and
- work locations; or
- countries of residence if outside the UK, Channel Islands or Isle of Man;

together with previous policy and claims history (if **you** have had a policy insured before). Any additional information will be requested if required.

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

We do not need any evidence of health about the **members** or **children** before the **policy** begins. If **you** need to make a claim, **we** will investigate whether or not:

- the illness;
- a related illness; or
- an associated condition;

existed before the **policy** started, and then assess the claim.

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

As **we** do not medically underwrite **members**, everyone who is **eligible** is covered once the **policy** begins.

4 What premiums will be charged for the cover?

We calculate the premium rate(s) using a number of different factors. These include, but are not limited to, the:

- level of benefits insured (for example **salary** x 5);
- level of cover that you choose (for example Standard or Extended, or total permanent disability);
- cease age;
- eligibility and entry;
- age and gender of the **members**;
- occupations of employees and the location(s) where they are based; and
- claims history (if **you** have had a policy insured before).

The minimum annual premium we will charge is £600.

4.1 How will premiums be calculated?

Policies with between 3 and 19 members: Single Premium Rate

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

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

Policies with 20 members or more: Unit Rate Basis

Premiums will be calculated based on a unit rate, and shown per £1,000 of benefit.

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

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

4.2 Will there be any unexpected extra premiums?

We usually guarantee the rate(s) for three years after the start of the **policy**.

Terms and conditions

We can change the rates, any other term or condition of the **policy**, or cancel cover from the **start date** if:

 the total sum insured changes by 25% (50% for policies with 19 or fewer employees) or more from the last rate guarantee date (or start date if a rate review has not yet happened);

- the number of **members** who are covered falls below 3 (if this happens **we** reserve the right to cancel the **policy**);
- any further information **you** give **us** affects the terms offered by **us**;
- there is a change to the (or any new) legislation, regulation or taxation affecting the **policy**;
- there is a change to the:
 - henefit basis
 - eligibility
 - nature of business, or
 - companies included within the policy; or
- the premium or application form requirements are not met (if the application form and premium requirements are not met within 30 days of the **start date**, we reserve the right to cancel the contract from the **start date** this means that the **policy** will never have existed and **members** and **children** will have no cover).

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

4.3 What commission is included within the premium?

Commission payments to **your** intermediary are a percentage of the premium. The **policy** 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**, and therefore a good claims history will usually be reflected in the rate and premiums charged.

5 How does the policy accounting work?

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

5.1 What information is needed for accounting purposes?

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

- name;
- gender;
- · date of birth;

- salary or benefit;
- **policy** category (if more than one is covered);
- dates of joining for any new **members**;
- date of leaving for any members who have left the scheme or are leaving the scheme; 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 rises during the year?

Single premium rate policies

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

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

Unit rate policies

We will calculate a premium adjustment based on the average sum insured for all **members** of the **policy** during the previous year. What this means is that **salary** and staff changes are treated as if they happened midway through the **policy year**.

Any premium adjustment for **members** who join, leave or have changes in benefit 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 on behalf of the member or child within 3 months of the date that the critical illness is diagnosed or the member or child undergoes the operation or as soon as reasonably practicable. If we are not informed within three months of first diagnosis we will not pay the lump sum benefit where any evidence required is no longer available due to the lapse of time, in particular (but without being limited to) where an independent medical assessment does not provide substantive evidence to support the claim. Where notice is provided to us after three months of first diagnosis the lump sum benefit will only be payable at our discretion.

6.1 How are claims submitted?

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



email: groupciclaims@aviva.com, or



phone: 0800 015 7523,



Online claim form



Post: write to us at:

Aviva Group Protection

PO Box 3240

Norwich

Norfolk

NR1 3ZF

Our opening hours are Monday to Friday, between 9.00am and 5.00pm. Calls may be monitored and will be recorded.

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

6.2 When is a claim paid?

In order to make a claim, an **employee** (or their **child**) covered by the **policy** must have:

- been diagnosed with a critical illness; or
- undergone one of the **operations**;

which the **policy** covers, and have survived for 14 days after the date of the diagnosis or **operation**.

6.3 What might be needed to assess a claim?

Once **we** have received the information **we** require:

- we will assess the claim to see if the medical evidence confirms that the member or child has suffered a critical illness or undergone one of the operations that the policy covers.
- if we need more medical information we will ask for it. If we ask for any other medical information that comes from the UK (for example a medical report), we will pay for it. In some circumstances we may ask for an independent medical examination.

Depending on and what the claim is for, **we** may need to see birth or adoption certificates. If **we** need any more information, **we** will contact the people that **we** need to in order to get it (provided that **we** have the appropriate consent to do this).

We cannot pay a claim if **we** are not able to get the information that **we** need to assess the claim.

6.4 To whom can payments be made?

If we accept a claim we will pay a lump sum benefit for a critical illness or operation to your employee provided it is to a UK, Channel Island or Isle of Man bank account.

All payments will be in pounds sterling.

6.5 Can another claim be made in the future?

 We will not pay a second claim for an individual child of an employee. We will cancel their cover when we pay a claim for them.

- If an employee has been paid a lump sum benefit by your
 policy and then suffers another critical illness or undergoes a
 further operation covered by the policy, we may pay a lump sum
 benefit subject to the exclusions details in section 8.
- We will not pay a lump sum benefit for any critical illnesses or operation covered by this policy if the member has previously claimed for
 - total permanent disability;
 - paralysis of limb;
 - loss of independent existence, or
 - terminal illness;

and that claim was paid even if the first payment was from a previous insurer of **your policy**. **We** would cancel cover for the **employee** and any **child** covered by the **policy** once a **lump sum benefit** has been paid in respect of the **employee** for any of these **critical illnesses**.

- We will not pay a lump sum benefit for
 - total **permanent** disability; or
 - paralysis of limb; or
 - loss of independent existence, or
 - terminal illness;

if the **employee** has previously received a **lump sum benefit** for any other **critical illness** or **operation**.

If **you** have any questions about making a claim, **you** can email groupciclaims@aviva.com, telephone 0800 015 7523 or write to **us** at:



at groupciclaims@aviva.com



us on 0800 015 7523 or



Aviva Group Protection

PO Box 3240

Norwich

Norfolk NR1 3ZF

Our opening hours are Monday to Friday, between 9.00am and 5.00pm. Calls may be monitored and will be recorded.

7 When can the policy be changed or cancelled?

7.1 When a change can be made by you?

Requests to change the **policy** can be made by **you** at any time.

We will need to be informed prior to the date **you** wish to alter the **policy**. **We** will then inform **you** of any information **we** need. **We** will write to inform **you** of **our** agreement (or reason for declining) to the change and the date from which it is effective.

You need to inform us immediately if:

• **you** want to change the cover or **eligibility** criteria for the membership; or

- there are any material changes to the **employer**; or
- a TUPE or group employment transfer takes place (either into or out of the policy); or
- the business location of an employer or group of employees changes; or
- 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
- there is a change in the nature of an **employer's** business; or
- you want to include any additional cover; or
- you want to add any other lifestyle events to the policy; or
- the total sum insured increases/decreases by 25% from the last **rate guarantee date** (or **start date** if rate review not yet happened); or
- you want to cancel the policy.

However, we will reserve the right to cancel the policy if;

- the business location of an employer or group of members changes; or; there is a change in the nature of an employer's business or;
- you do not give us the information and documentation that we need to administer the policy;
- the number of **employees** covered drops below 3;
- 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.

7.2 When can you cancel the policy?

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 cover we have provided.

If **policy** is cancelled for any reason, **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 overpayment or request payment for any premiums due.

We will not backdate cancellations.

7.3 When we can make changes to the policy

- a. We may, at each rate guarantee date, or at any time if required, make reasonable changes to the terms and conditions provided for in this policy and any linked policy which, are needed to:
- respond in an appropriate manner to changes in the way we administer policies of this type;
- respond in an appropriate manner to changes in technology or general practice in the insurance industry;
- respond in an appropriate manner to changes in taxation, the law
 or interpretation of the law, decisions or recommendations of a
 Court, Ombudsman, Regulator or similar person, or any code of
 practice with which we intend to comply; or
- correct errors that need correcting and it is reasonable to do so.

If **we** consider any change is to **your** advantage or is needed to meet regulatory or legal requirements, **we** may make the change immediately and tell **you** at a later date.

We will tell **you** in writing of any change **we** consider is to **your** disadvantage (other than any change needed to meet any legal or regulatory requirements) at least 30 days before the change becomes effective, unless it is not possible for **us** to do this, in which case **we** will give **you** as much notice as **we** can.

- b. We may at any time (and retrospectively where appropriate) cancel the policy or cover in respect of a member, reclaim benefits paid in respect of a member's claim, or apply different terms in line with reasonable underwriting and insurance practice if a member or you have at any time:
- deliberately or recklessly failed to disclose information to us, given false information to us or failed to tell us where any facts have changed since they were provided
- defrauded/attempted to defraud us;
- agreed to any attempt by someone else to defraud us;
- failed to observe the terms and conditions of this **policy**.

7.4 When we can cancel the policy?

We can cancel the policy if:

- the number of **employees** covered falls below 3; or
- you do not pay us the premiums when due; or
- **you** do not provide **us** with membership data, other information or documentation that **we** need to administer the **policy**; or
- the business location of an **employer** or group of **members** changes; or
- there is a change in the nature of an **employer's** business; or
- if the provision of cover would cause, or be reasonably likely to cause, us to breach any law or regulation in the given territory we reserve the right to cease cover within that territory.

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

Sanction Checking

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

7.5 Does the policy have a surrender value?

There is no surrender value if the **policy** is cancelled at any time.

7.6 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 **date** you cancel the **policy. We** will pay **you** a refund

if **you** have made any overpayments or request payment for any premiums due.

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

If the **policy** is cancelled, **we** will continue to assess claims for **critical illnesses** that were diagnosed and **operations** that took place whilst the **policy** was in force. If a **member** or **child's** date of diagnosis is after the **policy** was cancelled, **we** will not be liable to pay the claim.

8 What is not covered?

A **lump sum benefit** for each **critical illness** or **operation** covered by the **scheme**, will only be paid once in respect of each **member** or **child**.

The insurer who insured the **scheme** at the time the definition of the **critical illness** or **operation** was first met should consider the claim.

If the definition of a **critical illness** or **operation** insured by this **policy** has changed, any claim will be considered against the definition of the **critical illness** or **operation** at the time the **member** or **child** was diagnosed or underwent the **operation**.

If a claim has been paid for a **member** or **child**, for a **critical illness** or **operation**, under a previous group critical illness policy, that claim will be treated by **us** as a first claim under this **policy**.

If any new **critical illnesses** or **operations** are added, the exclusions detailed in this section will apply to them from the date they were added to this **policy**.

8.1 Pre-existing conditions

We will not pay a **lump sum benefit** for a **member** or **child** if the **critical illness** or **operation** being claimed for:

- was pre-existing at any time prior to the date their cover commenced under the scheme or;
- has, prior to the current claim, previously met the definition for that **critical illness** or **operation**.

For example, if the **member** or **child** had a lung transplant (major organ transplant), **we** will not consider a claim for another major organ transplant.

We will not pay the amount of any increase in **lump sum benefit** (except increases which are in-line with standard company pay awards which are limited to a maximum of 7% per **policy year**) if the **critical illness** or **operation** was **pre-existing** at any time prior to the date of each increase. We will still consider the claim for the pre-increase amount.

8.2 Related conditions

We will not pay a **lump sum benefit** for a **member** or a **child** who has a **critical illness** or **operation** that is **related** to:

- another critical illness or operation which was pre-existing at any time prior to the date their cover commenced under the scheme or;
- another critical illness or operation which at any time has previously met the definition.

Please be aware that for this **policy** the following **critical illnesses** and **operations** are **related** to each other:

- Aorta graft surgery
- Cardiac arrest
- Coronary angioplasty
- Coronary artery by-pass surgery
- Heart attack
- Heart transplant
- Heart valve replacement or repair
- Primary cardiomyopathy
- Pulmonary arterial hypertension
- Pulmonary artery surgery
- Stroke or spinal cord stroke
- Structural heart surgery

For example, if the **member** or **child** experienced kidney failure, **we** will not pay a **lump sum benefit** if they have a kidney transplant in the future.

Also, if the **member** has previously had a heart attack, **we** will not pay a **lump sum benefit** if they have a stroke in the future.

8.3 Associated conditions

We will not pay a **lump sum benefit** for a **member** or a **child** if they had an **associated condition** at any time prior to the date their cover commenced under the **scheme**.

We will also not pay the amount of any increase in lump sum benefit (except increases which are in-line with standard company pay awards which are limited to a maximum of 7% per policy year) if the member or child had an associated condition at any time prior to the increase. We will still consider the claim for the pre-increase amount.

This exclusion applies indefinitely in respect of claims for:

- Total Permanent Disability
- Loss of independent existence
- Paralysis of limb

For all other **critical illnesses** and **operations**, if the **member** or **child** has not had a **critical illness** or **operation** during the first two years after joining the **scheme**, or their increase in **lump sum benefit**, this exclusion will no longer apply.

For example, if the **member** or **child** experienced a numb hand before their cover started and they are diagnosed with Multiple

Sclerosis within two years of joining the **scheme**, **we** will not pay a **lump sum benefit** as the numbness is an **associated condition**.

Also, if the **member** or **child** experienced reduced hearing or vision after their cover started but before an increase to their **lump sum benefit** and they are diagnosed with brain tumour within two years after the increase, **we** will cap the **lump sum benefit** at the pre-increase level as the reduced hearing or vision is an **associated condition**.

8.4 Exclusions for children

We will not pay **a lump sum benefit** for a **child** if symptoms first arose, the underlying condition was first diagnosed, or the **member** received counselling or medical advice in relation to the condition:

- before the **member** joined the scheme; and
- before the member's legal adoption or legal guardianship of the child; and
- if the critical illness or operation was brought about by intentional harm inflicted on the child by the member

We will not pay a lump sum benefit for a child for:

• total permanent disability.

8.5 Terminal illness

We will not pay a **lump sum benefit** for terminal illness if the **member** or **child** died before **you** notified **us** of a claim

8.6 Self-inflicted injury

We will not pay a claim if the **critical illness or operation** is a direct or indirect result of an intentionally self-inflicted injury.

8.7 Alcohol or drug abuse

We will not pay a **lump sum benefit** if the **critical illness** or **operation** is a direct or indirect result of the inappropriate use of alcohol or drugs, including but not limited to:

- Consuming too much alcohol
- Taking an overdose of drugs, whether lawfully prescribed or otherwise
- Taking Controlled Drugs (as defined by the Misuse of Drugs Act 1971) otherwise than in accordance with a lawful prescription.

9 What are the tax considerations?

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

9.1 What are the tax considerations for payment of premiums?

You normally pays the whole premium for the **policy**. In this situation HMRC will generally agree to this being allowed as a trading expense and can be offset against Corporation Tax. The **employer** is liable for Class 1A National Insurance Contributions on the premiums.

The premiums are a 'benefit in kind' for the **members** and are taxed under the PAYE system. HMRC does not normally grant tax relief on premiums paid for any **employees** with a proprietary interest in the company. However, they may sometimes grant tax relief provided that a substantial number of other **employees** are entitled to similar benefits.

Equity Partners

Each Equity Partner pays for their own cover, although Aviva will collect the premium from the **employer**. There is no tax relief on the premium paid.

9.2 What are the tax considerations for payment of benefits?

Under current tax rules **lump sum benefits** to an **employee** are not taxable.

10 Continuation option

There is no continuation option available for **members** or **children** who are no longer **eligible** for **your policy**.

11 Transferring underwriting from another insurer

Although **we** do not medically underwrite **members**, **we** will need the full underwriting details for anyone who was underwritten by **your** previous insurer.

If your policy transfers to Aviva and:

- there is an increase in benefit compared to the previous insurer; the **pre-existing conditions** exclusion will apply to the increase in benefit from the date cover started with Aviva.
- there is a critical illness or operation on the Aviva policy that
 was not previously covered by the policy;
 the pre-existing conditions exclusion will apply to that
 condition from the date cover started with Aviva.
- there is a pre-existing conditions exclusion with the current insurer, for benefits and conditions that are the same on both policies:

the **pre-existing conditions** exclusion will apply from the date(s) the previous insurer had applied.

- there is a benefit underwritten and accepted with a medical exclusion;
 we will continue to apply that exclusion and the pre-existing
- there is a benefit underwritten and accepted with no special terms ie. ordinary rates;

conditions exclusion will not apply to that benefit.

we will not apply the pre-existing conditions exclusion.

- there is a benefit underwritten and a loading has been applied;
 we will not apply the pre-existing conditions exclusion, and
 we will not apply a loading (even if the previous insurer did apply a loading).
- there is a benefit underwritten and benefits have been restricted or declined;

we remove the restriction and cover the **member** for their full benefit entitlement, subject to a new **pre-existing conditions** exclusion to the increase in cover.

12 Further information

If you need to contact us, please have your policy number to hand and you can contact us:



email: groupprotection@aviva.com



phone: 0800 051 3472



write to **us** at:

Aviva Group Protection

PO Box 3240

Norwich

Norfolk

NR13ZF

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.

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 www.unbiased.co.uk.

Third Party Rights

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

Except in the event of a disputed claim where the **member** may, either in conjunction with (unless you inform us otherwise in advance) 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 or telephone 0800 678 1100.

Currency and jurisdiction

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

The **policy** is issued in England and subject to English Law. All communications will be in English.

Insurer

The Group Critical Illness Insurance Policies are underwritten by Aviva Life and Pensions UK Limited.

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

If you have any cause for complaint

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



Group Protection Complaints

PO Box 3240

Norwich

Norfolk

NR13ZF



Telephone: 0800 1582714



E-mail: gpcomplaints@aviva.com

Our opening hours are Monday to Friday, between 9.00am and 5.00pm. Calls may be monitored and will be recorded.

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@financialombudsman.org.uk Website: financial-ombudsman.org.uk.

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

Data Protection

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

As the policyholder our understanding is that you are not required to obtain individual consent from employees before providing us with any personal data we require to set up, administer and assess any claims under the **policy**. However **you** will need to ensure that you comply with data protection law and regulation

and ensure that the appropriate information has been provided to **data subjects** to explain how the information will be processed and shared. If **we** need to obtain **personal data** from anyone covered under the **policy**, **we** will contact them and if necessary obtain their consent before collecting and using their information.

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

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

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/.

Definitions

Anniversary date

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

Associated conditions

Any symptom, condition, illness, injury, disease or treatment which is either;

- recognised by reasonable **specialist** medical opinion to be **related** to the occurrence of a **critical illness or operation**, or
- is listed in the "associated conditions" column of the **critical illness/operation** table which begins on page 7.

Cease age

Midnight on the day before the age at which cover for a **member** ceases, as set out in the relevant **policy schedule** applicable to that **member's** category. The maximum age can't exceed midnight on the day before a **member's** 70th birthday.

Child/Children

Any **employee's child** from date of birth to the age of 18 years (or 23 years old if in full time education). (This includes adopted **children** and step-children.)

Childcover benefit

These are additional **child** specific **critical illness(es)** that are only covered in respect of a **child**.

Commissioning body

- NHS England Clinical Commissioning Groups
- NHS Scotland Health Boards
- NHS Wales Health Boards
- Northern Irish Health and Social Care Board

Critical illness(es)

An illness covered by this **policy**. The **policy schedule** will show whether **you** have chosen Standard or Extended and whether Total **Permanent** Disability cover is included.

Data Controller, Data Subject, Personal Data Breach, Process/Processing and Supervisory Authority

Will be the same meaning as in the **Data Protection Laws**.

Data Protection Laws

Means the General Data Protection Regulation (EU) 2016/679 (**GDPR**) (together with laws implementing or supplementing the GDPR in Member States, in each case as amended and superseded from time to time), and/or all applicable laws, rules, regulations, regulatory guidance, regulatory requirements from time to time.

Discretionary entrant

An employee:

- who is not an **eligible member** but who **you** wish to include in the **policy**.
- who is an eligible member but who you want covered from a different date to their normal inclusion date.

Where membership of this **policy** is linked to membership of 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 automatic enrolment or re-enrolment date.

Eligible/Eligibility

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

Employee(s)

A person employed by **you** (or other participating **employer**) or an equity partner, who is covered under the **policy**.

Employer

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

Irreversible

Cannot be reasonably improved upon by medical treatment and/or surgical procedures used by the National Health Service in the UK at the time of the claim.

Lump sum benefit

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

Member

An **employee** or an equity partner who is covered by the **policy**.

Occupation

A trade, profession or type of work undertaken for profit or pay. It is not a specific job with any particular employer and is independent of location and availability.

Operation(s)

An operation covered by this **policy**. The **policy schedule** will show whether **you** have chosen Standard or Extended cover.

Overseas

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

Permanent

Expected to last throughout the **member's** life, irrespective of when the cover ends or the **member** retires.

Permanent neurological deficit with persisting clinical symptoms

Symptoms of dysfunction in the nervous system that are present on clinical examination and expected to last throughout the **member's** life. Symptoms that are covered include numbness, hyperaesthesia (increased sensitivity), paralysis, localised weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty in swallowing), visual impairment, difficulty in walking, lack of coordination, tremor, seizures, lethargy, dementia, delirium and coma. The following are not covered:

- an abnormality seen on brain or other scans without definite related clinical symptoms
- neurological signs occurring without symptomatic abnormality, eg brisk reflexes without other symptoms
- symptoms of psychological or psychiatric origin.

Personal Data

Means any personal data, as defined in the **Data Protection** Laws, disclosed by **you** or **us** to the other in the performance of that party's rights or obligations under the **policy**.

Policy

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

Policy schedule

The current schedule (as issued from time to time) stating details of the **employer**, cover provided by the **policy** and any special terms (if applicable).

Policy year

The period between:

- the start date and the first anniversary date;
- the anniversary date and rate guarantee date.
- an **anniversary date** and the date of termination of the **policy** (if termination occurs before the next **anniversary date**).

Pre-existing condition

A **critical illness** is pre-existing if the **member** or **child** had:

- received medication, advice, treatment, diagnostic tests or
- experienced symptoms that have resulted in the **critical illness**.

An **operation** is pre-existing if the **member** or **child** had:

- received medication, advice, treatment or diagnostic tests for the condition that led to the **operation** or;
- experienced symptoms of the condition that led to the operation whether the need for the operation was known or not.

Rate guarantee date

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

Related

Critical illnesses and **operations** are related if it is recognised by reasonable **specialist** medical opinion, that one is a result of the other or if each is a result of the same disease, illness or injury.

Salary

If salary is used as a basis for benefit under this **policy**, the definition is in the **policy schedule**.

Scheme

Your group critical illness policy whether held by **us** or a previous insurer.

Specialist

A registered medical practitioner who:

- has at any time held and is not precluded from holding a substantive consultant appointment in an NHS hospital; or
- holds a Certificate of Higher Specialist Training issued by the Higher Specialist Training Committee of the relevant Royal College or faculty; or
- is included in the Specialist Register kept by the General Medical Council:

and who is recognised by **us** to provide the treatment the **member** or **child** needs for their condition.

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 in the **policy schedule**.

State pensionable age (SPA)

The earliest age at which the **employee** can start to receive the UK basic state pension.

The maximum state pension age we will cover is 68.

TUPE

Transfer of Undertaking (Protection of Employment) Regulations 2006.

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 (GR03123 09/2023) in large font, braille or as audio.

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.

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