

## **Aviva Group Protection Online system**

Aviva Group Protection Online is provided and underwritten by Aviva Life & Pensions UK Limited. Any references to we/our/us in these online terms and conditions shall be to Aviva Life & Pensions UK Limited as the insurer.

The Aviva Group Protection Online system provides a group protection product range that is specifically tailored for small to medium sized enterprises. The terms and conditions for use of the Aviva Group Protection Online system are set out below. These are in addition to our compliance notices included in the footers on the website page. Technical guides and further specific terms and conditions dependent on the product selected will be detailed on the system prior to going on risk.

### **Aviva Group Protection Online Terms and Conditions**

#### **1. Acceptance of terms**

These terms and conditions apply to all Users of the Aviva Group Protection Online system. By registering to use the online system and ticking the check-box at the bottom of the new User details page, the User agrees to abide by these terms and conditions which will appear on the system prior to going on risk. The User must complete the registration process to be able to access the online system.

#### **2. Revocation and suspension of the User's right to use the Aviva Group Protection Online system.**

We may immediately revoke or suspend a User's right to use the online application system including access to the system without any liability to the User in the following circumstances:

- a. If the user is in breach of these terms and conditions;
- b. If we need to carry out maintenance of the online application system;
- c. If we are unable to provide the online system due to any circumstances beyond our control; or
- d. We withdraw the Aviva Group Protection Online system.

#### **3. Registration**

A User will be required to input details as a new User. When they have been registered as a new User, they will be sent login details to the system by e-mail. When a User first accesses the system they will be asked to change their password to one which they will remember more easily in the future. The User is responsible for the security and proper use of the password. The User must ensure that they keep the password safe, secure and confidential and does not disclose, assign or transfer it to any other person in any way whatsoever. It is the User's responsibility to notify us immediately of any unauthorised use of the User's email address and password to any other breach of security as soon as the User becomes aware of it.

In the event that we have reason to believe that there has been or is likely to be a breach of security or misuse of the Aviva Group Protection Online system, we reserve the right to change any or all of the User's passwords and to notify the User accordingly.

#### **4. Use**

When a User accesses the system, the facilities available to the User will include, but not be limited to:

- a. Obtaining a new quote
- b. Retrieving a quote
- c. Reviewing their account details; and
- d. Viewing Aviva Group Protection Online product information.

5. The User agrees and acknowledges that they will access the system as agent for, and on behalf of, the applicant. The User will confirm that he/she has read and/or the applicant has confirmed that they have read and accepted the information in the Technical Guide(s) for the relevant product(s) for which the User is applying (on behalf of the application) as set out in the Product Information section of the Aviva Group Protection Online system.
6. When a User has input all of the information on the system as required by us and has clicked on the check box to confirm that they accept the terms and conditions, the User will be provided with a full quotation online. When the User has made the required declarations on behalf of the applicant(s), the User can submit the application to enable us go on risk.
7. In order for us to assume risk the policy must start within 3 months of the quotation.
8. The User will be asked to confirm the on risk date online. This will include confirming that they (on behalf of the applicant) has read and accepted the terms and conditions of the quote.
9. Confirmation is required that all the information supplied at the quote stage (including member details, policy history, decisions for members underwritten under the previous policy, if any) and claims history for the last five years or such shorter time as the policy has been in force (if previously insured) was correct and has not changed since that date.

We will assume risk at one minute past midnight of the date selected as the commencement date on the basis of the information that was entered into the online quote facility at the time of the quote.

When we have assumed risk via the online system, the applicant(s) and/or the User will receive an e-mail confirming that cover is in place and the commencement date of cover and the following attachments:

- a. A copy of the quote is being put on risk;
- b. A partially pre-populated application for completion and signing;

- c. A list of members (as entered at the quote stage) highlighting those who are over the free cover level and therefore subject to medical underwriting.
- 10.** Certain information and documentation will then be required by us, including but not limited to the following:
- a. a deposit premium or completed direct debit within 30 days of the start of the policy, and
  - b. within 60 days of the start of the policy:
  - c. Return of the signed and fully completed application
  - d. Confirmation that the list of employees with benefits in excess of the free cover level is correct
  - e. Details of employees not actively at work at the commencement date.
- 11.** If all of the information and documentation that we require (as set out in paragraph 10) is not received by us within the timescales, then cover will cease immediately and a premium will be charged for the time on risk.
- 12.** The User by accepting these terms agrees to indemnify us against any loss sustained by us arising from:
- a. the introduction of business beyond the User's authorisation; or
  - b. any failure by the User to comply with the provisions of the Financial Services and Markets Act 2000 or the rules of the PRA or
  - c. providing us with incorrect information, including (without prejudice to the generality of the foregoing) the User's PRA authorisation number and status of the proposer (e.g. execution only) on each proposal for new business submitted to us; or
  - d. any failure by the User to follow the instructions provided in the online system or to obtain full and proper authority from any proposer to act for them in providing information or any declaration required by us, or
  - e. if the User fails to repay or to pay us any monies due then the User shall pay to us interest at the rate prescribed by us from time to time on such monies calculated from the date of demand until payment is received by us.

**13. Registration and provision of personal information**

When the User registers to the use of the Aviva Group Protection Online application system they will be asked to provide us with information about the applicant. The User is responsible for obtaining the relevant authority from their client to disclose personal data regarding their employees to us for the purposes of providing the Aviva Group Protection Online system. This information will be used in accordance with our Data Protection Policy (including our website "cookies" notices) and the User agrees to us processing personal data relating to the User and their client in ways and for purposes set out in our Data Protection Policy. For details of our Data Protection Policy (including our website "cookies" notices) please see footer notices on our website page. The Data Protection Policy (including reference to the use of "cookies") is incorporated into, and forms part of, these terms and conditions.

In return for the opportunity to use the Aviva Group Protection Online system, the User agrees to provide us with true, accurate and complete information upon registration and at all other times and to abide by these terms and conditions. It is the User's responsibility to ensure that information the User provides to us is kept accurate and up to date.

#### **14. Proprietary rights and licences**

All text, software, music, sound, photographs, graphic, videos, page layout design, computer programs and other material that are contained on the online system or form part of the online system, are protected by our and our third party suppliers', copyrights, database rights, trade marks, online system marks, patents or other rights of a similar nature anywhere in the world (together "Intellectual Property Rights").

The User is not entitled to any right, or interest in any Intellectual Property Rights in connection with or in any versions of the online system; the software we use to operate the site and online system; or any data (including data provided by the User during the registration process) generated by Users of the online system. The User acknowledges that they only have a revocable limited licence to use the online system on these terms and conditions and that they are not entitled to any right or interest in the Intellectual Property Rights referred to in the preceding sentence.

The User is not permitted, except where expressly authorised by us in writing to do so, to change, adapt, copy, store, publish, rent, licence, sub-licence, sell, hire, lend or distribute in any way any of these Intellectual Property Rights, or to do any other act or omit to do any other act which may harm or otherwise prejudice any of these Intellectual Property Rights.

No part of a page from the online system may be downloaded (other than for the purposes of the case or kept for the User's own administrative purposes) or distributed or copied for any commercial purpose. No part of the Aviva Group Protection Online system may be decompiled, reverse engineered or reproduced or transmitted to or stored in any other website or other form of electronic retrieval system.

#### **15. Other restrictions**

The User's activities on this Aviva Group Protection Online system must not:

- a. Be false, fraudulent, inaccurate or misleading;
- b. Be offensive, menacing, abusive or defamatory;
- c. Breach any third party rights;
- d. Be obscene, indecent or pornographic;
- e. Create liability for us, our ISPs, suppliers or contractors or create liability for us to our suppliers or contractors;
- f. Create any other liability for us whatsoever;
- g. Involve the transfer or use of any computer viruses, Trojans, worms or anything else designed or intended to interfere with or interrupt or

- disrupt any computer or other systems or to secretly or covertly access, use or appropriate any data or other information; or
- h. Impair the functionality, interoperability or performance of this Site.

## **16. Disclaimers and limitations**

The User agrees that to the extent permitted by law:

- a. The Aviva Group Protection Online system is provided on an "as is" and "as available" basis pursuant to which we do not guarantee that the online system will never be faulty nor that it will work continuously, nor that it will be maintained in a fully operational condition or error free, nor that it will be free from viruses, Trojans, worms or other harmful or malicious content;
- b. Whilst we will use all reasonable endeavours to ensure the accuracy of any information contained within the online system or provided to the User as part of the online system, we do not make any representation nor give any warranty as to the accuracy or the quality of the contents of the online system;
- c. We will not be liable for any damage to the User's equipment or data as a consequence of their use of the online system;
- d. No advice or information obtained by the User through or from the online system, or obligation set out in these terms and conditions will create any warranty not expressly stated in these terms and conditions; and
- e. We exclude all liability to the User for any claims, losses and/or damages of any nature resulting from: (i) the User's use or inability to use the Site or online system; (ii) the User's use of or reliance on any of the information or advice contained on the Aviva Group Protection Online system or provided to the User by us and (iii) any unauthorised access to the User's data or their client's personal data. Please note that we have taken steps to ensure that the User's rights and those of their clients under the Data Protection Act 1998 are respected and in particular that appropriate measures are taken to seek to protect the security of the User's and their client's personal data. This exclusion is not intended to limit our obligations under the Data Protection Act and Data Protection Policy. For more details refer to the Data Protection Policy (including reference to "cookies" below). Nothing in these terms and conditions shall seek to exclude or limit for personal injury or death caused by our, or which cannot otherwise be excluded by law.

## **17. Amendment of the Online system or Amendment of these terms and conditions**

We may change the online system from time to time to reflect the interests of Users. We may also discontinue providing certain parts or all of the online system at our discretion and without notice to the User. We will, however, endeavour to let the User know of any material changes.

We may also make any changes we wish to these terms and conditions by giving the User notice that there has been a change when the User logs on to use the online system. Please note that the online application system will display current terms and conditions only (in English) and we do not file and make accessible from the online system previous versions of the terms and conditions.

## **18. General**

These online terms and conditions, the product specific terms and conditions and the quotation and its specific product-related terms and conditions constitute the entire agreement between us and the User in respect of the User's use of the Aviva Group Protection Online system and supersede any and all prior agreements, arrangements and representations (save in respect of those made fraudulently).

If any of these terms and conditions is found to be invalid then that provision shall not affect the validity of the remaining provisions which shall remain fully enforceable. No waiver by us of any term shall be deemed to be continuing or shall be deemed to be a waiver of any other term.

The User may cancel acceptance of the terms and conditions by giving us written notice at any time prior to commencement of the performance of any part of the online system. Upon receipt of such cancellation, we shall remove the log-on ID of the User so that they shall no longer be able to access the online system.

These terms and conditions will be interpreted and construed in accordance with the laws of England and Wales and will be subject to be non-executive jurisdiction of the English Courts to which we and the User hereby agree to submit.

The User on behalf of the applicant(s) acknowledges that our standard policy provides that employees do not have any rights under the Contracts (Rights of Third Parties) Act 1999. This means that there is no requirement to involve employees in day to day decisions on the administration and insurance of the Scheme. However, under the standard policy the claims appeal procedure provides that following a decision by us concerning a claim, the employee may engage directly with us in order to ensure that the terms and conditions of the policy are met with regard to the claim.

The confidentiality of the User's information is of paramount concern to us. To this end, we fully comply with Data Protection Legislation and Medical Confidentiality Guidelines.

If the User has read and agrees to these terms and conditions and the Privacy, Security and Data Protection Policy in these online terms and conditions and in the footer notices on this website please tick the box below to indicate the User's understanding of and agreement to them. If the User does not agree to them, the User will not be able to use the online system.

## **AVIVA GROUP PROTECTION ONLINE SYSTEM – DECLARATIONS**

Please be aware that failure to disclose relevant information may result in non payment of a claim and all cover under the policy being cancelled.

The applicant has declared, and on its behalf I am authorised (as the agent of the applicant and the "User" of the Aviva Group Protection Online system (the system of the insurer, Aviva Life & Pensions UK Limited) to declare, that all the answers and information submitted and provided using the Aviva Group Protection Online system (the system of Aviva Life & Pensions UK Limited) is complete and accurate in every respect.

I and the applicant understand that failure to provide complete and accurate information may affect the assessment and acceptance of any cover provided by Aviva Life & Pensions UK Limited and could result in; any policy set up for the applicant being cancelled, its terms being amended or in a claim being rejected or a reduction in any claim payment.

Further the applicant agrees on its behalf and I am authorised to agree that if Aviva Life & Pensions UK Limited agrees to provide cover this shall be on the terms and conditions notified to the applicant or to me on behalf of the applicant by Aviva Life & Pensions UK Limited.

The applicant has agreed, and on its behalf I am authorised to agree that it will disclose any occurrences affecting the health, earnings or occupation of its employees to be covered under the Scheme after this application is submitted and before cover commences.

The applicant has confirmed that it gives explicit consent, within the provisions of the Data Protection Act 1998 for us and our reassurers to process personal details in respect of the application and in administering the membership and any claim that may be made in respect of the membership.

The applicant applies to take out the Scheme set out in this application and agrees to be bound by the rules of any Scheme for which its application is accepted.

The applicant acknowledges that a failure to inform Aviva Life & Pensions UK Limited of any changes to the information provided or a change affecting the health, earnings or occupation of its employees to be covered under the Scheme before any Scheme commences could result in; any policy set up for the applicant being cancelled, its terms being amended or in a claim being rejected or a reduction in any claim payment.

I confirm that the applicant has been advised of all warnings, notices and declarations contained in this application and have understood these.

The User hereby declares that they are authorised to make this application for and on behalf of the applicant and the User declares that the foregoing statements and associated details of members which the User has provided for and on behalf of the applicant as authorised to do so by the applicant are true and complete in every respect. The User acknowledges and agrees on behalf of the applicant that this application shall for the basis of the contract between the applicant and us.

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