

Business Protection Term Assurance

Cover Details



Individual Protection

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Welcome to Aviva

Thanks for choosing Business Protection by Aviva.

Business Protection is designed to protect a company financially when its owners or employees are affected by illness or death.

Who are we?

We're Aviva Protection UK Limited (Aviva for short). We specialise in insurance in the UK that helps people experiencing tough times in life – such as life insurance, critical illness and income protection cover.

How to use this document

The purpose of this document is to explain how Business Protection Term Assurance works. Please read this document carefully and keep it in a safe place in case you need to make a claim.

There are three important documents to keep safe together, as they form your policy with us:

- the Cover Details (this document)
- the Cover Summary (a personalised summary of your cover), and

- the Application Details (the answers you gave when you applied for the cover)

You'll find these in your policy pack when you took out your cover.

If there's anything that isn't clear about the cover you've purchased from us or if you have any questions, please get in touch.

The language we use in the Cover Details

'We', 'us' or 'our' means Aviva Protection UK Limited. 'You' or 'your' means the owner of the cover or, where appropriate, anyone legally entitled to the policy payout – unless a different meaning is given in a particular paragraph of this document.

Some words in this document are **bold**. These are words that we provide an extra definition of. They're all explained in section 5.



How to contact us

Call us on:

 0345 600 6820

If calling from outside the UK, please call: +44 1737 441 820

Email us at: enquiries@protection.aviva.com

Write to us at:

Aviva Protection UK Limited, PO Box 12010, Harlow CM20 9LG

We're open Monday to Thursday, 8.30am to 6pm and Friday, 8.30am to 5.30pm, except for bank holidays. Please note our opening hours are UK local time.

To make sure we have an accurate record of the instructions, we may record or monitor phone calls.

For more information visit protection.aviva.com

Need this in a different format?

Please get in touch if you'd prefer this brochure (**EDCO1589**) in large font, braille, or as audio.

Section 1

Setting up the cover

1.1 The owner of the cover

Throughout this section you and your means the **owner of the cover**.

If you apply for Business Protection Term Assurance on your own life – in a personal capacity – you'll be the **owner of the cover**. If two people apply for **joint life cover** on both of their own lives, they'll be joint **owners of the cover**.

If you apply for Business Protection Term Assurance on the life of another person or persons, you'll be the **owner of the cover**. This means you'll be the beneficiary of the **cover** in the event of a claim, unless you chose to assign the **cover** or place it in trust.

If a **business** applies for Business Protection Term Assurance on your life or the life of another person or persons, the **business** will be the **owner of the cover**. This means they'll be the beneficiary of the **cover** in the event of a claim, unless they chose to assign the **cover** or place it in trust.

Special conditions apply when you wish to take out Business Protection Term Assurance to cover another person. If there is a difference between the conditions detailed in sections 2 to 4 and the conditions in this section, the conditions in this section will apply.

1.2 Who can take out Business Protection Term Assurance?

At the time you apply for this cover, both you and the person covered must:

- be in the **UK, Channel Islands, Isle of Man or Gibraltar** with a legal right to live in that jurisdiction, and
- consider your main home as being in the **UK, Channel Islands, Isle of Man or Gibraltar** and have no current intention of moving anywhere else permanently.

If the owner of the cover is a **business**, that business must be registered in the **UK, Channel Islands, Isle of Man or Gibraltar**.

The person covered will be asked for the details of the doctor they're registered with as part of the application.

You need to tell us if you move out of the **UK, the Channel Islands, Isle of Man or Gibraltar**, and your main residence is in another territory. **Laws** in the territory you become resident in may affect your ability to continue to benefit fully from the features of your policy. We may need to change, reduce or remove any of your policy terms. We'll give you details once you've told us. You should seek your own independent advice.



Regardless of what is set out elsewhere in these terms we will not be obliged to exercise any of our rights and/or comply with any of our obligations under this policy, if to do so would cause, or be reasonably likely to cause, us to breach any law or regulation in any territory.

You or the business must have an insurable interest in the person covered at the time Business Protection Term Assurance is taken out. You'll always have an insurable interest in your own life and the life of your spouse or civil partner.

You may also have an insurable interest in another person if you have a reasonable expectation of suffering a financial loss upon their death or illness. If you're not sure if you have an insurable interest in a particular person, you should ask your adviser for guidance.

Where the **owner of the cover** is different from the person covered, we may also ask for evidence of the insurable interest.

Section 2

The cover

2.1 Business Protection Term Assurance

When we'll pay the **benefit**

When we'll pay the **benefit** depends on the **cover** shown in the **Cover Summary**.

We'll pay the **benefit** if any of the persons covered die or are diagnosed with a **terminal illness**.

For a **single life** policy, the **cover** stops after we've paid the full **sum assured**.

For a **joint life** policy, the **cover** stops after we've paid the **sum assured** for one of the persons covered.

What we'll base **benefit** payments on

We'll base **benefit** payments on the **sum assured**. The amount of the **sum assured** can change during the **term of the cover**. How the **sum assured** changes is shown in the **Cover Summary**.

If you've chosen a level lump sum or **renewable cover**, we'll base **benefit** payments on the **sum assured** as shown in the **Cover Summary**.

If you've chosen an increasing lump sum, we'll base **benefit** payments on the current **sum assured**. For the first year of the **cover**, this will be the initial **sum assured**. This amount is shown in the **Cover Summary**. After a year on the anniversary of the policy starting, the **sum assured** will increase by 5%. On the anniversary each year after that, the **sum assured** will increase by 5% of the current **sum assured**.

We'll write to you each year to tell you the new **sum assured** and the new **premium** that you'll be paying.

If you've chosen a decreasing lump sum, we'll base **benefit** payments on the current **sum assured**. The **sum assured** will reduce each month after the first month of **cover** in line with the capital outstanding on a repayment business loan with:

- an annual interest rate as chosen by the **owner of the cover**. The **Cover Summary** will show which interest rate has been chosen. The interest rate is fixed and won't vary during the **term of the cover**, and
- a term equal to the remaining **term of the cover**.



When we won't pay the **benefit**

We won't pay the **benefit** if any of the following apply:

- the person covered, the **owner of the cover**, or their personal representatives don't give us medical or other evidence that we ask for
- the person covered as a key person or in connection with a **business** loan, leaves the **business** before a claim is payable
- the diagnosis of the person covered doesn't meet the criteria for our definition of a **terminal illness**, or a **terminal illness** isn't diagnosed by a **consultant** or isn't expected to lead to death within 12 months
- we find the person covered, the **owner of the cover** or the personal representative of the **business** which owns the **cover** has given us inaccurate, incomplete or false information which would have affected our decision to offer this **cover**, or would have led us to offer it with different conditions
- the **cover** is no longer **active**
- the person covered doesn't satisfy the geographical restrictions set out in the 'Claiming a **benefit**' section
- the claim is caused by something that we've specifically excluded from this **cover** - this will be shown in the **Cover Summary**
- the **terminal illness** claim wasn't submitted while the **cover** was **active**, before the **cover** ended, or
- the person covered dies as a result of their own actions within one year of the **cover** start date or of them restarting the **cover**. Once the **cover** has been **active** for more than 12 months, if the person covered has asked us to increase the **sum assured** in the 12 months prior to them dying as a result of their own actions, no **benefit** will be payable in respect of this increase.

It's really important that you take sufficient care to provide us with information that's true, accurate and complete.

If any of the information given to us is fraudulent, deliberately misleading or untrue, incomplete or inaccurate:

- the **cover** will be cancelled
- we won't pay any **benefit**
- any benefit that has already been paid under the **cover** must immediately be repaid to us, and
- any **premium** payments made for the cover won't be returned.

If you didn't purposely give us incomplete or inaccurate information, we may amend your **cover** to reflect the true, complete and accurate information had it been provided by you when you applied for the cover.

We're entitled to do the following:

- If we wouldn't have offered you the cover, we'll cancel the **cover** and refund any payments you've already made.
- If we'd have offered different terms and conditions for the **cover** (other than your payments), we'll change the terms and conditions and treat the **cover** as having had the different terms and conditions from the start of **cover**.
- If we'd have offered the **cover** with higher payments from you, we may reduce the **benefit** to reflect the higher payments that would have applied.

In these circumstances, we'll use this formula:

New **cover** = existing payments x original **cover**, divided by higher payments.

2.2 Waiver of Premium

For extra protection, the **owner of the cover** can ask us to include Waiver of Premium in a **cover**. If Waiver of Premium is included in a **cover** and the person so covered is **incapacitated** for more than 26 weeks, we'll waive the **premiums** due for that **cover**. Please note that **premiums** due in the first 26 weeks of being **incapacitated** won't be waived.

The **Cover Summary** will show if Waiver of Premium is included in a **cover** and when it ends. The remainder of this section only applies where Waiver of Premium is included in the **Cover Summary**.

For **joint life cover**, the **owners of the cover** can choose Waiver of Premium for one or both of the people covered.

When we'll waive premiums

We'll waive Business Protection Term Assurance **premiums** if the person covered by Waiver of Premium is **incapacitated** for longer than 26 weeks. We'll continue to waive the **premiums** until they're no longer **incapacitated** or until the Waiver of Premium end date as shown in the **Cover Summary**.

How much we'll waive

We'll waive the **premium** of any **cover** that includes Waiver of Premium.

If the person is covered by more than one **cover** with us, and they become **incapacitated**, we'll only waive the **premiums** on those **covers** that include Waiver of Premium. This could mean that the total of all **premiums** is reduced rather than stopped.

When we'll stop waiving **premiums**

We'll stop waiving **premiums** when the earliest of the following happens:

- the person covered no longer meets the definition of **incapacitated** that applied when they first claimed
- they die
- we've paid the **benefit** for **terminal illness**, or
- the **cover** ends or the Waiver of Premium end date is reached, as shown in the **Cover Summary**.

While we're waiving a **premium**, we can ask the person covered to see a doctor or health specialist of our choice, to help us confirm whether they still meet the definition of **incapacitated** that applies to them.

When we won't waive **premiums**

We won't waive **premiums** if any of the following apply:

- the person covered, the **owner of the cover**, or their personal representatives don't give us medical or other evidence that we ask for
- the person covered doesn't meet the criteria for our definition of **incapacitated**
- the person covered is **incapacitated** but Waiver of Premium isn't included in the **cover** for that person (this will be shown in the **Cover Summary**)
- the claim is caused by something that we've specifically excluded from this **cover** (this will be shown in the **Cover Summary**)
- the person covered doesn't satisfy the geographical restrictions set out in the 'Claiming a benefit' section
- we find the person covered, the **owner of the cover** or any representative of the **business** which owns the **cover** has deliberately given us inaccurate, incomplete or false information which would have affected our decision to offer this **cover**, or would have led us to offer it with different conditions
- the **cover** is no longer **active**, or
- Waiver of Premium has ended as shown in the **Cover Summary**.

Section 3

Managing the cover

3.1 Paying for the cover

When the **cover** is on a life of another basis, the **owner of the cover** – whether they're a person or a **business** – may choose whether they or the person covered pays the **premiums**.

When the premium is paid

First premium

We'll collect this by Direct Debit (via the **BACS** system) on, or shortly after, the date the **cover** starts. The Direct Debit must be from a **UK, Channel Islands, Isle of Man or Gibraltar** bank account. **Premiums** must be paid in pound sterling.

Regular premium

If a monthly **premium** has been selected, we'll collect the **premium** on the same date each month. The person paying the **premium** can choose a date between the 1st and the 28th of the month that suits them. They'll pay the **premium** every month for the term of the **cover**, unless we accept a Waiver of Premium claim for the **cover**.

If an annual **premium** has been selected, we'll collect the **premium** on the same date each year.

When the **premium** collection falls on a weekend or bank holiday, we'll collect it on the next working day.

What happens if the premium isn't paid

If any **premium** remains unpaid for more than 30 days from the date it was due to be collected, we'll cancel the **cover**. We'll write to the **owner of the cover** and (if different) the person covered to tell them that the **cover** has been cancelled.

Restarting a cover

If we cancel a **cover** because a **premium** isn't paid, the **owner of the cover** can ask us to restart it. They can do this at any time up to six months after the date of the first missed **premium**. We'll have no obligation to restart a **cover** and if the **owner of the cover** asks us to do this, we'll decide at our discretion if we're willing to restart the **cover**. If we are, we'll tell them what we need in order to restart the **cover** and they must clear any **premium** arrears. There may be circumstances when we reserve the right not to restart a **cover**. If this happens, we'll explain our decision.



When the **premium** could change

The **premium** could change if:

- the **owner of the cover** makes a change to the **cover**
- we accept a Waiver of Premium claim – see section 2.2
- a Waiver of Premium claim ends
- it becomes subject to tax
- Waiver of Premium ends as shown in the **Cover Summary**, if this was selected when the **cover** started
- any of the information provided as part of the application process is incorrect – more details can be found in sections 4.8 and 4.13.

If the **cover** has an increasing **sum assured**, the **premium** will be reviewed annually and will increase by a higher percentage than that of the **sum assured**, because the amount of the increase of the **premium** will depend on the age of the person covered and the remaining **term of the cover** at that time.

We'll write to the **owner of the cover** each year to tell them the new **sum assured** and the new **premium** that they'll be paying. They don't need to accept the increase, but must advise us if they don't.

If they don't accept the increase, we won't increase the **sum assured**. However, if they decide to decline the increase for three consecutive years, they'll no longer have the option of an increasing **sum assured** under the **cover** in future years.

If a **renewable cover** has been chosen, the **premium** will change when the **cover** renews. The new **premium** will be based on the **premium** rates at that time, the **sum assured** and the age of the person covered.

We'll write to the **owner of the cover** before the **cover** renews to tell them the new **premium** that they'll be paying and the new **cover** end date. They don't need to accept the renewal, but must advise us if they don't. If they don't accept the renewal, the **cover** will end.

3.2 Telling us about changes to personal details

The **owner of the cover** or the person covered needs to tell us if they change:

- their name or the name of their **business**
- their contact details (postal address, telephone number, email address) or those of their **business**, or
- their bank account.

We need to be told if the person covered, as a key person or in connection with a **business** loan, leaves the **business** as we'll cancel the **cover** from that point.

We don't need to be told if the person covered changes their occupation within the same **business**.

Please contact us using the details on page 4.

We'll ask them for the **cover** number when they call us. We'll also ask some questions to confirm their identity.

3.3 Changing your cover

There are many ways that a **cover** can be changed to make sure that it's still meeting the needs of the **owner of the cover**. All of the changes that can be made are explained in section 3.4.

The options that increase the **sum assured** or the **term of the cover** aren't available to everyone. This could be because, for example, the person covered has a particular medical condition when **cover** is first taken out.

Those options that aren't automatically available to everyone have 'limited' after the heading. The **Cover Summary** will show whether these options are available. Before taking up any of these options, the **owner of the cover** should consider speaking to their financial adviser.

3.4 Changing your Business Protection Term Assurance

The following sections explain how the **owner of the cover** can change their Business Protection Term Assurance **cover**.

Whenever a change is requested, we'll send written confirmation once this has been processed.

1. Increasing the **sum assured** – limited

If this option is shown in the **Cover Summary**, the **owner of the cover** has the right to increase the amount of **cover** they have. When they can do this depends on the purpose of the original **cover**.

The relevant events applicable are:

- **business** loan protection: if the **owner of the cover** increases their **business** loan
- key person cover: if the value to the **business** of the key person covered increases
- shareholder protection: if the share, or shareholding, of the person covered in the **business** increases in value, or
- **business** partnership cover: if the value of the partnership share increases (for example, where the total number of partners has reduced).

In all circumstances, they can only do this up to 13 weeks after the relevant event.

We'll ask to see evidence of the event and, where the **owner of the cover** is different to the person covered, we may also ask for evidence of the insurable interest. Without this, we reserve the right to refuse to allow the increase.

The increase in **cover** can't be more than 50% of the original **sum assured** or £75,000, whichever is lower.

If the increase is for an increase in the value of the key person, **business** loan, or an increase in the value of a shareholding or **business** then the extra **sum assured** can't be more than this increase in value.

More than one increase can be requested but the total of all increases can't exceed the **sum assured** of the original **cover** or £150,000, whichever is lower.

This option can't be taken up:

- while we're waiving the **premiums**
- after the 55th birthday of the oldest person covered
- in the last five years of the **term of the cover** except where the **term of the cover** at the start date is five years or less, in which case we'll allow increases in the first two years of **cover**
- while we're paying a **benefit** under any **cover**
- while the **person covered** is in a position to make a claim under the **cover**, or
- if the person covered or the **owner of the cover** has received **benefit** payments under the **cover** in the last two years.

2. Increasing the **term of the cover** – limited

If this option is shown in the **Cover Summary** and the **owner of the cover** increases the term of the **business** loan for which the original **cover** was taken out, they have the right to increase the **term of the cover** they have. They must do this within 13 weeks of increasing the term of the **business** loan.

More than one increase can be requested but the total of all increases must not make the new term:

- more than 150% of the original term
- extend beyond the end of the term of the new **business** loan, or
- extend past the 65th birthday of the oldest person covered.

We'll ask to see evidence of the event, and where the **owner of the cover** is different from the person covered, we may also ask for evidence of the insurable interest. Without this, we reserve the right to refuse to allow the increase.

This option can't be taken up:

- while we're waiving the **premiums**
- after the 55th birthday of the oldest person covered

- in the last five years of the **term of the cover**, except where the **term of the cover** at the start date is five years or less, in which case we'll allow increases in the first two years of **cover**
- while we're paying a **benefit** under any **cover**
- while the **owner of the cover** is in a position to make a claim under the **cover**, or
- if the person covered or the **owner of the cover** has received **benefit** payments under the **cover** in the last two years

This option can't be applied to a **renewable cover**.

3. Reducing the **sum assured**

The **owner of the cover** can reduce the **sum assured** at any time, as long as the reduction doesn't mean that the **sum assured** falls below the minimum allowed. If they later want to increase the **sum assured**, the amount by which they'll be able to do so will be based on the new, lower **sum assured**, not the initial one.

4. Reducing the **term of the cover**

The **owner of the cover** can reduce the **term of the cover** at any time. They can reduce it by as much as they want, as long as the reduction doesn't mean:

- the new term is lower than our minimum term, or
- the **premium** would fall below our minimum level.

If they later want to increase the term, the amount by which they will be able to do so will be based on the new, lower term, not the original one. This option isn't available on a **renewable cover**.

5. Stopping and restarting the annual increase – limited

If the **owner of the cover** has an increasing **sum assured**, we'll write to them each year to tell them the new **sum assured** and the new **premium** that they'll pay. They can ask for the increases to stop at any time. If they do, the **sum assured** will be frozen at the level it has reached when they ask us to stop the increase. They can ask us to start increasing it again, but we can't do this if:

- we're waiving the **premiums**
- the **sum assured** has been frozen for three consecutive years
- we're paying a **benefit** under any **cover**
- the **owner of the cover** is in a position to make a claim under the **cover**, or
- the person covered or the **owner of the cover** has received **benefit** payments under the **cover** in the last two years.

6. Changing how often a **premium** is paid

The **owner of the cover** can change from monthly **premiums** to annual **premiums** and vice versa. If they make this change, it will start from the date that their next **premium** is due to be collected.

7. Changes to health and lifestyle

There are certain circumstances where a change in your health and lifestyle means we may be able to reduce your **premium**. When you take out **cover**, your **premium** is based on your health and lifestyle at the time. Your **premium** may be reduced if:

- You were smoking/using nicotine products when you took out your policy but you've stopped for over 12 months
- Your **premium** was increased because your occupation was hazardous but you have a new occupation which isn't hazardous, or
- Your **premium** was increased because you took part in certain hobbies but you no longer participate in them.

If this applies to you, please contact us to see if we may be able to change your **premium**. We'll confirm what information we need from you and if we need to do any further health or lifestyle assessments. You don't need to tell us about any other changes to your health or lifestyle throughout your **cover**.

How these changes affect the cost of the **cover**

If you change your **cover**, the **premium** may change.

Please contact us using the details on page 4 about how your **premium** may change.

Asking us to change the **cover**

To ask us to change their **cover**, the **owner of the cover** can contact us using the details on page 4.

3.5 Claiming a benefit

When to claim

We ask the person claiming to contact us as soon as possible.

For Waiver of Premium claims, we ask we're notified within eight weeks of the person covered becoming **incapacitated**.

How to make a claim

The person claiming can:

- phone us on 0345 600 6815. If calling from outside the **UK**, please call +44 1737 441 815.
- email us at claimsteam@protection.aviva.com
- write to us at Claims Team, Aviva Protection UK Limited, PO Box 12010, Harlow, CM20 9LG

We're open Monday to Thursday, 8.30am to 6pm and Friday, 8.30am to 5.30pm, except for bank holidays. Please note our opening hours are **UK** local time.

If we're considering a death claim, we'll stop collecting **premiums**. If we're considering any other type of claim, **premiums** must be paid while it's being assessed. If the claim is paid, we'll advise you if we can refund any of the **premiums** paid while we assessed the claim.

If the person claiming, the **owner of the cover** or the person covered doesn't give us the evidence we ask for, or the information they do give us is inaccurate or incomplete, we reserve the right to decline a claim or stop waiving **premiums**. We'll pay the reasonable cost of all medical reports or evidence we ask for.

Geographical restrictions

Some types of **cover** require the person covered, or the doctor that diagnoses them, to be in a particular part of the world when a claim is made or when we're paying a **benefit**.

For a death claim, the person covered can be anywhere in the world.

For **terminal illness** (where life expectancy is less than 12 months) the person covered can be residing anywhere in the world, however the **consultant** must be in an **eligible country**.

For Waiver of Premium claims, the person covered must be living in an **eligible country** when they become **incapacitated**. They must return to and remain in the **UK**, **Channel Islands**, Isle of Man or Gibraltar within 26 weeks of becoming **incapacitated** in order to receive the **benefit**.

We may consider claims that fall outside our geographical restrictions if we're satisfied that we're able to obtain sufficient and reliable information to allow us to fully assess the claim.

Support during a claim – Claims Support Fund

If we've agreed that the person claiming may have a valid claim, we may pay up to £500 from our Claims Support Fund for services that support the person covered or their family. The services that are covered by the Support Fund will depend on the circumstances but could range from physiotherapy or counselling to the cost of taking taxis to hospital appointments.

Whether we can pay the Support Fund depends on the situation of the person covered and the advice of their doctor. Our claims adviser will explain the types of services that we can pay for, and once agreed, we'll pay this as soon as we can.

Please remember that if we pay for support services, it doesn't necessarily mean we'll approve a claim on your **cover**.

We won't pay for support services in relation to a Waiver of Premium claim.

Any payments made under the Claims Support Fund won't be deducted from the **benefits** payable.

Who we'll pay the **benefit** to

We'll pay the **benefit** to the person or **business** legally entitled to receive it. Who this will be depends on the nature of the claim, the circumstances at the time and whether the **cover** has been assigned or put under trust.

During the course of the claim assessment, we'll establish and confirm who we identify as legally entitled to receive the **benefit**.

We'll normally pay the **benefit** to the **owner of the cover** or their personal representatives, if the **owner of the cover** has died. Personal representatives need to send us the original Grant of Representation, Letters of Administration or Confirmation before we can pay a claim.

If the **owner of the cover** has instructed us to pay the **benefit** to someone else by a deed of assignment, we'll pay this **assignee**. **Assignee(s)** need to send us the original deed of assignment before we can pay a claim.

If the **cover** is under trust, we'll pay the **benefit** to the **trustee(s)**. The **trustee(s)** must then follow the terms of the trust to distribute the money to the chosen beneficiaries. **Trustee(s)** need to send us the original Trust Deed and any deeds altering the trust before we can pay a claim. We'll return these when we pay the claim.

How we'll pay the **benefit**

We'll pay any **benefit(s)** due under the **cover** in pounds sterling by direct credit (via the **BACS** system) into a **UK, Channel Islands, Isle of Man or Gibraltar** bank account nominated by the **owner of the cover**, the **trustee(s)**, the **assignee** or their personal representative.

If the **claimant** wishes to receive the **benefit(s)** outside of the **UK, Channel Islands, Isle of Man or Gibraltar**, then arrangements for such transfer from the **claimant's UK** bank account must be made at the **claimant's** own expense. The **claimant** will bear the risk of any difference due to the currency exchange rates.

Section 4

General terms and conditions

4.1 Cancelling your cover

When your **cover** starts, we'll send you information about your right to change your mind and cancel your **cover**. You have 30 days from the date you receive this information to cancel your **cover**. If you cancel your **cover** in this time we'll refund any **premiums** you've paid to us, unless we've paid you a **benefit** before you cancel.

If you don't cancel your **cover** within this time period, your **cover** will remain **active**.

You can stop your **cover** at any other time. Once you tell us, your **cover** will end on the day before the next monthly **premium** is due to be collected. Any **premiums** paid to date won't be refunded. If you're paying annual **premiums**, your **cover** will end on the day before the next monthly anniversary of the **cover**. We'll retain the cost of any full (or partial) months of **cover** up to the date of cancellation and will refund any balance of the annual **premium**.

4.2 Cash value

The **cover** doesn't have any cash value at any time unless a valid claim is made.

4.3 Inflation

The purchasing power of the **benefit(s)** paid out may be reduced in real terms, due to the effects of **inflation**. If the **cover** has an increasing **sum assured**, this may provide some protection against the effects of **inflation**, however this isn't guaranteed. For more information on the effects of **inflation**, please speak to your financial adviser.

4.4 Interest

If we start paying a **benefit** any later than eight weeks after we receive all the information we need, we'll pay interest on the overdue amount from the date payment should have been made. This will be at the Bank of England base rate at the time.



4.5 Data protection

We're committed to protecting the privacy of customers, claimants and other business contacts.

In order to provide our products and services and to run our business, we'll collect, use and disclose your personal information, including sensitive personal data (health information). Where we do this, we'll rely either on your consent, or on a combination of the following justifications: performing a contract with you or preparing to enter into a contract with you; complying with regulatory requirements; or having a legitimate interest to request your personal information.

"Personal information" identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide personal information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) for sharing of their personal information with us.

Personal information we collect

Personal information we may collect about the owner of the cover or the person covered and their dependants includes:

- General identification and contact information
- Family details
- Sensitive information such as health and lifestyle details
- Other sensitive information such as racial/ethnic origin, religious or other beliefs, sexual life, criminal proceedings – outcomes and sentences, offences/ alleged offences, and
- Financial details: bank account details and other financial information.

How we use your personal information

We may use the personal information provided to us to:

- Make decisions about whether to provide insurance and assistance services (such as claim assessment, claim processing and claim settlement)
- Administer the policy, assess and pay claims, and general customer service activities (including complaint resolution and claims disputes)
- Detect, investigate and prevent crime, including fraud and money laundering
- Carry out market research and analysis
- Comply with applicable laws and regulatory obligations (including those outside your country of residence), and
- Market products and services of brands or companies within the Aviva group in accordance with your marketing preferences.

Sometimes, as part of our business operations, decisions are taken about you using automated computer software and systems. These decisions don't involve human input. For example, we use automated decision making to assess your eligibility for insurance and to determine the **premium** amount.

To opt-out of any marketing communications that we may send you, contact us by e-mail at

DataProtectionOfficer@protection.aviva.com or by writing to The Data Protection Officer, Aviva Protection UK Limited, PO Box 12010, Harlow, CM20 9LG. If you opt-out, we may still send you other important service and administration communications relating to the services which we provide to you from which you can't opt-out.

Where we may get personal information from

We may get personal information about the person covered or the **owner of the cover** from them, their financial adviser, or from other sources – for instance their doctor.

We may ask their doctor for information before we offer **cover**. We may also get a report from their doctor or telephone them for more information after the **cover** has started. If we find that we've been given incomplete, inaccurate or false information, we don't receive the report from their doctor or they're unavailable for interview, we reserve the right to cancel the **cover** within 13 weeks.

Who we will share personal information with

We may share personal information about the person covered or **owner of the cover** solely for the purposes listed above in 'How we use your personal information' with certain named third parties. These third parties are:

- Other group companies
- Our reinsurers (a list of these reinsurers can be provided on request)
- Our external third party service providers (including medical screening service providers)
- Their financial adviser
- Their own doctor and other medical consultants
- Legal and regulatory bodies
- Law enforcement and fraud prevention agencies, and
- Other insurance companies or organisations.

More information on how we process your personal data can be found on our website at **protection.aviva.com**.

International Transfer of personal information

Sometimes we, or third parties acting on our behalf, may need to transfer personal information to parties located in other countries (including the USA, Philippines and India) that have data protection regimes that are different to those in the country where you're based, including countries which haven't been found to provide adequate protection for personal information by the **UK Government**.

When making these transfers, we'll take steps to ensure that your personal information is adequately protected and transferred in accordance with the requirements of data protection law.

Security of personal information

Appropriate technical and physical security measures are used to keep your personal information safe and secure. When we provide personal information to a third party (including our service providers) or engage a third party to collect personal information on our behalf, the third party will be selected carefully and required to use appropriate security measures to protect the confidentiality and security of personal information.

Your rights

You have a number of rights under data protection law in connection with our use of your personal information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access personal information, a right to correct inaccurate data, a right to erase data or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of your personal information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator.

More information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

Privacy notice

For full details on how we use personal information, how we maintain the security of personal information, who we share personal information with, the data protection rights available to individuals in the UK, and who to contact in the event of any queries, please refer to our full privacy notice which can be found on our website (protection.aviva.com/privacy-policy).

Alternatively, you may request a copy by writing to

The Data Protection Officer,
Aviva Protection UK Limited,
PO Box 12010,
Harlow,
CM20 9LG

or by email at

DataProtectionOfficer@protection.aviva.com

4.6 Taxation, laws and regulations

This contract between you and Aviva Protection UK Limited, and any dispute or claim arising out of or in accordance with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and interpreted in accordance with the **laws**. By taking out this contract, the **owner of the cover** agrees to submit to the exclusive jurisdiction of the courts of England and Wales if there is ever a dispute between them and Aviva Protection UK Limited. **Laws** may change in future and Aviva Protection UK Limited can't be held responsible for any information given or any changes in tax provisions or legislation.

Benefit(s) payable may be subject to corporation tax, income tax or capital gains tax, however any tax payable depends on the legal structure of the **business** and the need for which the **cover** is taken out.

Professional guidance should be sought before any type of assignment or changed ownership is undertaken.

We can't advise whether a trust is suitable in any particular circumstances or give tax advice in relation to the use of trusts and would recommend that you take professional advice before setting up a trust.

Cover held by the **trustee(s)** of a trust shouldn't normally form part of the estate of the person covered for Inheritance Tax purposes. There is a potential Inheritance Tax charge when **benefit(s)** are paid out of a trust (known as 'exit charges') or on every tenth anniversary of the creation of the trust (known as 'periodic charges'). This applies to **UK** residents only.

Claimant(s) who are outside of the **UK** when **benefit(s)** are received may also be subject to additional taxation in the local jurisdiction. Please consult your tax adviser or local tax inspector for clarification. If there is any change to tax and other **laws**, or **State Benefits**, Aviva Protection UK Limited may change the terms and conditions set out in the **cover** documents in order to comply with such **laws**.

4.7 Contract

The contract between the **owner of the cover** and Aviva Protection UK Limited consists of:

- any information provided by the person covered or the **owner of the cover** in their application and any subsequent information they've provided
- these terms and conditions, which we may amend from time to time
- any additional terms and conditions detailed in the **Cover Summary** that we send when the **cover** starts and
- any additional terms and conditions detailed in any subsequent **Cover Summary**.

The contract between the **owner of the cover** and Aviva Protection UK Limited as described above constitutes the entire agreement and understanding between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

If there is a conflict between these terms and any of the terms set out in the **Cover Summary**, the terms set out in the **Cover Summary** will take precedence.

If any court finds that any provision of the **Cover Summary** or any other document embodying the contract between the **owner of the cover** and Aviva Protection UK Limited (or part thereof) is invalid, illegal or unenforceable that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the **Cover Summary** or any other document embodying the contract between the **owner of the cover** and Aviva Protection UK Limited won't be affected.

4.8 Misstatement of age

If, after the **cover** is taken out, we learn that the person covered has a different date of birth than the one originally stated by you, this will impact on the **premium** and/or **sum assured** of their **cover**.

In some cases, this may affect their right to the **cover** and your **cover** may be cancelled. It may also affect how we've interpreted medical evidence, which may result in a claim not being paid or the **sum assured** being reduced.

4.9 Complaints

If the **owner of the cover**, the person covered or any person to whom the **cover** has been assigned has a complaint, they can contact our customer services team as detailed on page 4 of this document.

We'll try to resolve complaints as quickly as possible. If we can't deal with a complaint promptly, we'll send a letter to acknowledge it and then give regular updates until it's resolved.

We're committed to resolving complaints through our own complaints procedures. However, if a matter can't be resolved satisfactorily, the person with the complaint may be able to refer it to the Financial Ombudsman Service.

The Financial Ombudsman Service helps settle disputes between consumers and financial firms. Their service is independent and doesn't cost anything. They can decide if we have acted wrongly and if the person with the complaint has lost out as a result. If this is the case they'll tell us how to put things right and whether we have to pay compensation.

Some businesses may not be eligible to complain to the Financial Ombudsman Service if they exceed a certain number of employees or have an annual turnover in excess of the Ombudsman's limits. If a complaint is made, we'll send a leaflet explaining more about the Financial Ombudsman Service which includes information on the current eligibility requirements. The leaflet is also available at any time on request.

Alternatively, the Financial Ombudsman Service can be contacted at the following address:

Financial Ombudsman Service,
Exchange Tower,
Harbour Exchange Square,
London E14 9SR.

Telephone 0800 023 4567
(calls to this number are free on mobile phones and landlines) or 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers). If calling from outside the **UK**, please call +44 20 7964 0500.

Email:
complaint.info@financial-ombudsman.org.uk

Website: **www.financial-ombudsman.org.uk**

If a complaint is made, it won't affect the right to take legal proceedings.

4.10 If we can't meet our liabilities

Most of Aviva's customers, including most individuals and small businesses, are covered by the Financial Services Compensation Scheme (FSCS), which is designed to pay compensation if a firm is unable to pay claims because it has gone out of business.

Before looking to pay compensation, the FSCS will first see if they can arrange for your current insurance to be replaced by a new policy with a different insurer. If this isn't possible, the FSCS aims to provide compensation.

For policyholders who have a valid claim under an insurance policy with a failed insurer, the FSCS will look to pay 100% of the claim value.

You can find out more about the FSCS, including your eligibility to claim and the options available to you, by visiting its website **fscs.org.uk**.

Alternatively, you can contact them at the following address:

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY

Telephone: 0800 678 1100

If calling from outside the UK,
please call +44 20 7741 4100.

Email: enquiries@fscs.org.uk

4.11 Assignment

If the **owner of the cover** assigns any of their legal rights under the **cover** to someone else (including any assignment to the **trustee(s)** of a trust), we must see notice of the assignment when a claim is made. This notice must be sent to:

Aviva Protection UK Limited
PO Box 12010
Harlow
CM20 9LG

An assignment could take place when they are using the **cover** as security for a loan.

4.12 Rights of third parties

No term of this contract is enforceable under the Contracts (Right of Third Parties) Act 1999 by a person who isn't party to this contract. This doesn't affect any right or remedy of a third party which may exist or be available otherwise than under that Act.

The **owner of the cover** and Aviva Protection UK Limited are the parties to the contract.

4.13 Disclosure confirmation and verification

The person covered will be asked to provide details of their health and personal circumstances. The person covered and the **owner of the cover** must provide full, honest and accurate answers to all questions asked. Furthermore, subject to what we say in section 3.2 'Telling us about changes to personal details', we must be told immediately if the information in the **Application Details** isn't correct as this may affect the **cover**.

The information provided to us by the person covered is confidential and we won't disclose it to the **owner of the cover** without their permission. We'll send a copy of the **Application Details** to the person covered and ask them

to advise us of any corrections or additions they wish to make. If they don't answer our questions fully and honestly, this may result in us refusing any future claim.

The **owner of the cover** will be asked to provide details of their finances. We'll send the **owner of the cover** details of their initial answers in the application and ask them to advise us of any corrections or additions they wish to make. If they don't answer our questions fully and honestly, it could result in us refusing any future claim.

We'll provide the **owner of the cover** and the person covered with a **Cover Summary** which will include information on any exclusions made as a result of the health information provided by the person covered.

We may select the application for a disclosure check. To complete the check, we'll either obtain a report from the doctor of the person covered, or call them for more information or perform data checks. If we have selected it for a check, the person covered must give permission for us to contact their doctor if required, and use all reasonable endeavours to ensure we're able to complete the check. If we've requested any additional information from the **owner of the cover** or person covered they must provide it within 30 days.

If they don't respond to a request from us within 13 weeks for medical evidence or 30 days for other information, we'll cancel the **cover**.

4.14 Economic sanctions

We won't be responsible or liable to provide **cover** (including payment of a claim or provision of any other **benefit**) under this policy if we're prevented from doing so by any economic sanction which prohibits us or our **Parent Company** (or our **Parent Company's** ultimate controlling entity) from providing **cover** or dealing with you under this policy.

Economic sanctions change from time to time and can include prohibiting the transfer of funds to a sanctioned country, freezing the assets of a government, the corporate entities and residents of a sanctioned country, or freezing the assets of specific individuals or corporate entities. This means that if you, or any third party who has suffered a loss which would otherwise be covered under the **cover**, are the subject of an economic sanction, we may not be able to provide **cover** under the policy.

4.15 Restricted persons

This **cover** won't cover any injury, loss or expense sustained directly or indirectly by any person covered who is a terrorist organisation, narcotics trafficker, or seller of nuclear, chemical or biological weapons.

4.16 When we can make changes to your cover

We can make changes to the terms and conditions of your **cover** that we reasonably consider are appropriate if there is a request from any regulatory authority to do so, or there is a change in the law, applicable legislation, regulation, taxation, our expenses or recommendations or decisions of a regulator or similar body affecting us or your **cover**.

These changes could affect the amount and type of **cover** provided under the cover. If we do decide to make any changes to your **cover**, we'll write to tell you at least 28 days before the change takes effect. If you're not happy with the changes, you have the right to cancel the **cover** (see the section 4.1 Cancelling your cover).

4.17 About our business

Aviva Protection UK Limited operates in the UK, Channel Islands, Isle of Man and Gibraltar.

Section 5

Definitions

An explanation of the terms we use across Business Protection Term Assurance (please note these definitions are not case sensitive).

Active

The **cover** has started, is within its term, **premiums** are up-to-date and we haven't written to the person covered or the **owner of the cover** to tell them that they are no longer covered.

Application Details

A copy of all the information provided by the person covered and (if applicable) the **owner of the cover** in the application.

We must be told immediately if the information in the Application Details isn't correct as this may affect the **cover**.

Assignee

A person to whom this **sum assured** is legally transferred.

BACS

A scheme for the electronic processing of direct debits and direct credits.

Benefit

Any payments the **claimant** receives from Aviva Protection UK Limited.

Business

Any of the following: sole trader or proprietorships, partnerships including limited liability partnerships, companies, charities, or corporations and any representative, employee or director providing information to us or authorised to contract with us on behalf of the business.

Channel Islands

The Island of Jersey and the Island of Guernsey.

Claimant

The person(s) legally entitled to claim the **benefit(s)** under the **cover(s)**. This may be the **owners(s) of the cover**, **trustee(s)** on behalf of the trust and for the benefit of the beneficiaries, **assignee(s)** or personal representatives of the **owners(s) of the cover** estate.

Consultant

A consultant doctor who:

- specialises in an area of medicine appropriate to the cause of the claim
- is employed at a hospital in an **eligible country**, and
- is treating the person covered for their condition.

All diagnoses made by a consultant must be confirmed by our Consultant Medical Officer.

Cover/covers

Business Protection Term Assurance policy provided by Aviva Protection UK Limited.

Cover Summary

This is a document we send to the person covered or to the **owner of the cover** once we've agreed to offer them a **cover**. It explains any special conditions which apply to the **cover**, for example if there are any illnesses which are usually part of the **cover** but which we can't cover them for, and whether or not they have the automatic right to ask for an increase in the **sum assured** should their circumstances change.

Daily activities

These are the things people need to do in everyday life. We refer to these as **work tasks**. See **work tasks** for further information.

Eligible country

An eligible country is one of the following:

Australia, Austria, Belgium, Canada, **Channel Islands**, Cyprus, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hong Kong, Hungary, Iceland, Ireland, Isle of Man, Italy, Japan, Luxembourg, Malta, The Netherlands, New Zealand, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, Switzerland, **UK**, USA.

Incapacitated

There are two different ways we define incapacitated in relation to the person covered.

These are based on their ability to do:

1. their **own occupation** – the kind of job they did before they had to stop **work**, and
2. their **work tasks** (also known as **daily activities**) – the things people need to do in everyday life.

Which of these definitions applies to the person covered depends on:

- whether they're in paid **work**, and
- what kind of **work** they do.

The **Cover Summary** shows which definition applied to the person covered when the **cover** was taken out. If their circumstances change, a different definition may apply. For instance, if the person covered is aged under 70 and not in paid **work** when they become incapacitated, a **work tasks** definition will apply.

In all cases, the incapacity must be confirmed by appropriate medical evidence and agreed by our Consultant Medical Officer.

Inflation

Inflation is the rise in the general level of prices in goods and services over a period of time. As inflation rises, the real value of your money, and the **benefits** provided by your **cover**, may fall because you may be able to afford less with the same amount.

Joint life

Cover for two people with the claim payable once.

Laws

The law of England and Wales.

Occupation

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

Own occupation

The person covered isn't doing any paid **work** and has been diagnosed with an illness, injury or disability which prevents them from doing the essential duties of their own occupation. The essential duties are those that are normally required for, and/or form a significant and integral part of, the performance of the person's own occupation that can't reasonably be omitted or modified.

Own occupation means the trade, profession or the type of **work** you do for profit or pay. It's not a specific job with any particular employer and is irrespective of location and availability.

Owner(s) of the cover

A person, two persons or a **business** that enter into a contract for **cover** to insure their lives or the life of another person on the basis of an insurable financial interest in that person.

Parent Company

The legal entity that owns or controls Aviva Protection UK Limited as defined by the **laws** applicable to the jurisdiction within which the legal entity resides.

Partnership

A partnership is the relationship existing between two or more persons who join together to carry on a trade or **business**.

Premium/premiums

The monthly or annual payment to Aviva Protection UK Limited for Business Protection Term Assurance.

Renewable cover

The **owner of the cover** chooses a term of 5 or 10 years. At the end of this term, they'll have the option to renew the **cover** for a further 5 or 10 years, depending on their initial term, without providing further medical information for the person covered. They can renew the **cover** until the 60th birthday of the person covered. If the **owner of the cover** chooses not to renew the **cover**, it will end.

Single life

Cover for one person.

State Benefits

A payment made by the government of the state where the **claimant** resides.

Sum assured

The amount we'd pay for a successful claim on Business Protection Term Assurance.

Term of the cover

How long the **cover** lasts. In other words, the period between the date the **cover** starts and the date it ends as shown in the **Cover Summary**.

Terminal illness – where life expectancy is less than 12 months

A definite diagnosis by the attending **consultant** of an illness which satisfies both of the following:

- The illness either has no known cure or has progressed to the point where it can't be cured, and
- In the opinion of the attending **consultant**, the illness is expected to lead to death within 12 months.

A claim will be considered where terminal illness is diagnosed and this definition is met at any time up to the day **cover** ends, provided a claim has been submitted while the **cover** is still **active**, before the **cover** ends.

Trustee

A person, often one of a group, who becomes the legal owner of the trust assets (in this case, the policy and its proceeds) and who has powers to deal with the trust assets in accordance with the terms of the trust and the duties imposed by **law**.

UK

The United Kingdom consisting of England, Wales, Scotland, and Northern Ireland.

UK Government

The government of the **UK** or, upon the secession of Wales, Scotland and/or Northern Ireland from the **UK**, the government of the nation in which England remains.

Work

Paid employment or self-employment.

Work tasks

The person covered has been diagnosed with an illness, injury or disability which prevents them from doing at least three out of the six work tasks, also known as **daily activities**.

The person covered must need the help or supervision of another person and be unable to perform the work tasks on their own, even with the use of special equipment routinely available to help and taking any appropriate prescribed medication.

The work tasks are:

Walking

The ability to walk more than 200 metres on a level surface.

Climbing

The ability to climb up a flight of 12 stairs and down again, using the handrail if needed.

Lifting

The ability to pick up an object weighing 2kg at table height and hold for 60 seconds before replacing the object on the table.

Bending

The ability to bend or kneel to touch the floor and straighten up again.

Getting in and out of a car

The ability to get into a standard saloon car, and out again.

Writing

The manual dexterity to write legibly using a pen or pencil; or type using a desktop personal computer keyboard.

In addition to the above, we'll pay the **benefit** where the person covered meets the following definition:

Mental failure

A current mental impairment because of an organic brain disease or brain injury supported by evidence of the loss of ability to:

- remember
- reason, and
- perceive, understand and give effect to ideas, which causes a significant reduction in mental and social functioning, requiring continuous supervision. A **Consultant** Neurologist or Psychiatrist needs to make the diagnosis.

Or

Where the person covered is unable to meet both of the following definitions, or one of the following definitions and one work task:

Seeing

The ability to see well enough to read 16-point print using glasses or other reasonable aids.

Communicating

The ability to:

- Clearly hear conversational speech in a quiet room in their first language,
- Understand simple messages in their first language; or
- Speak with sufficient clarity to be clearly understood in their first language.

For the above definitions, disabilities for which the relevant specialists can't give a clear prognosis aren't covered.

How to contact us

Call us on:

 0345 600 6820

If calling from outside the UK, please call: +44 1737 441 820

Email us at: enquiries@protection.aviva.com

Write to us at:

Aviva Protection UK Limited, PO Box 12010, Harlow CM20 9LG

We're open Monday to Thursday, 8.30am to 6pm and Friday, 8.30am to 5.30pm except bank holidays.

Please note these opening hours are UK local time. To make sure we have an accurate record of the instructions, we may record or monitor phone calls.

For more information visit protection.aviva.com

Need this in a different format?

Please get in touch if you'd prefer this brochure (**EDCO1589**) in large font, braille, or as audio.

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protection.aviva.com