

# Relevant Life Insurance

Cover Details



Individual Protection

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# Welcome to Aviva

## Thanks for choosing Relevant Life Insurance from Aviva

### Who are we?

We're Aviva. 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 Relevant Life Insurance 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 from 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.

### Relevant Life Insurance is owned by a business to provide an employee with life insurance.

Section 1 explains how this impacts the terms and conditions of the cover detailed in sections 2, 3 and 4.

### 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](mailto: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](https://protection.aviva.com)

### Need this in a different format?

Please get in touch if you'd prefer this brochure (**EDCO1770**) 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 Relevant Life Insurance to provide an employee with life insurance, the **business** will be the **owner of the cover**. You must place the **cover** in trust in order that the **benefit** can be paid to the employee's beneficiaries.

As **owner of the cover** you must be a **trustee** together with the person covered. It may also be beneficial to appoint a third **trustee**.

### 1.2 Who can take out Relevant Life Insurance?

Relevant Life Insurance is taken out by a business to provide **cover** for an employee.

An employer can be a sole trader (as a **business** with employees), a partnership, a limited liability partnership, a limited company or a charity. However, a sole trader (in their capacity as **business** owner), an equity **partner** in a partnership or a member of a limited liability partnership aren't employees so can't be covered under Relevant Life

insurance. An employee can include a single director of a limited company on PAYE.

The **business** applying for Relevant Life Insurance must be registered in the United Kingdom (**UK**).

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

- Be in the **UK**, with a legal right to live in that jurisdiction, and
- Consider their main home as being in the **UK** and have no current intention of moving anywhere else permanently.

You or the person covered need to tell us if the person covered moves outside of the **UK** and their main residence is in another territory. Laws in the territory they 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.



## Section 2

# The cover

### 2.1 Relevant Life Insurance

#### When we'll pay the **benefit**

We'll pay the **benefit** if the person covered dies or is diagnosed with a **terminal illness**.

The **cover** stops after we've paid the full **sum assured**.

#### 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, 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**, we'll pay the initial sum assured shown in the **Cover Summary**. Each year, on the anniversary of

when the cover started, the **sum assured** will increase in line with any increase in the **Retail Prices Index (RPI)**, up to a maximum annual increase of 10%. We'll write to you each year to tell you the new **sum assured** and the new **premium** that you'll be paying.

#### When we won't pay a claim

We won't pay a claim 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 diagnosis of the person covered doesn't meet the criteria for our definition of **terminal illness**, the diagnosis isn't made 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 any 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 terminal illness claim wasn't submitted while the **cover** was **active**, before the **cover** ended
- the claim is caused by something that we've specifically excluded from this **cover** – this will be shown in the **Cover Summary**
- the claim is for terminal illness and the person covered has left your employment and has continued the **cover** in their sole name
- the person covered doesn't satisfy the geographical restrictions set out in the 'Claiming a **benefit**' section, 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 the person covered, the **owner of the cover**, or any representative of the business which owns the **cover** 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:

1. If we wouldn't have offered you the **cover**, we'll cancel the **cover** and refund any payments you've already made.
2. If we would 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**.
3. If we would have offered the **cover** with higher premiums 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 **benefit** = existing payments x original **benefit**,  
divided by higher payments.

## Section 3

# Managing the cover

### 3.1 Paying for the cover

The **owner of the cover** pays the **premiums**.

When the **premium** is paid

#### First **premium**

We'll collect this by Direct Debit on, or shortly after, the date the **cover** starts. The Direct Debit must be from a **UK** bank account. **Premiums** must be paid in pounds sterling.

#### Regular **premium**

If a monthly **premium** has been selected, we'll collect the **premium** on the same date each month. The **business** can choose a date between the 1st and the 28th of the month that suits them. They'll pay the **premium** every month.

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 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** will change if:

- the **owner of the cover** makes a change to the **cover**, or
- 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**, each year on the anniversary of when the **cover** started, the amount of the **sum assured** will increase in line with the **RPI**, up to a maximum annual increase of 10%. Your **premium** will be reviewed annually and will increase by a higher percentage than that of the **sum assured**. The amount of the increase will depend on the age of the person covered.

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 not. If they don't accept the increase, we won't increase the **sum assured**. However, if the **owner of the cover** decides 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.

## 3.3 Changing a cover

### Life event changes

The **owner of the cover** can increase the **sum assured** or the **term of the cover** without the need for them or the person covered to answer any more health or lifestyle questions if the person covered's circumstances change as described below:

<b>Life event</b>	<b>Evidence needed</b>	<b>Increase allowed to the</b>
Getting married or entering into a civil partnership	Marriage or civil partnership certificate	Sum assured
Having or legally adopting a child	Birth or adoption certificate	Sum assured
Increases to income as a result of a pay rise or promotion	Proof of income or confirmation of promotion or salary	Sum assured
Mortgage increase	Mortgage offer letter from lender	Sum assured and term of the cover

## 3.2 Telling us about changes to personal details

The **owner of the cover** needs to tell us if there is a change to:

- the name of the **business** or the name of the person covered
- the contact details (postal address, telephone number, email address) of the **business**, or the person covered
- the bank account from which payments are being made, or
- additional **trustee(s)**.

We need to be told if the person covered leaves the business as the **cover** may need to be amended 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 the **owner of the cover** for their **cover** number when they call us. We'll also ask some security questions to confirm their identity.

Changes in relation to a life event must be made within 13 weeks of the event taking place. We'll ask to see evidence of the event. Without this, there may be circumstances where we refuse to allow the increase.

These options 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. The **Cover Summary** will show whether these options are available. Before taking up any of these options, you should consider speaking to your financial adviser.

Whenever a change is requested, we'll send written confirmation to the person covered and the **owner of the cover** once this has been processed. The **owner of the cover** will also get an updated Direct Debit advance notice.

### Increase the **sum assured**

The increase can't be more than 50% of the original **sum assured** or £75,000, whichever is lower. If the increase is for a mortgage then the extra **sum assured** cannot be more than the increase to the mortgage.

If the increase is as a result of a change in salary or a promotion, there is a limit to which the **sum assured** can be increased by. The **cover** can be increased by the percentage salary increase, provided the salary increase is at least 10%. If the salary increase is less than 10%, it will not be possible to increase the **cover**. Additionally, this option does not apply if the person covered is self-employed, a controlling director or is in a position where they can decide the amount of their own salary.

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.

### Increasing the **term of the cover**

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 or 50 years, whichever is lower
- Extend beyond the end of the term of the new mortgage, or
- Extend past the 75th birthday of the person covered.

### Asking us to change the **cover**

To ask us to change your **cover**, you can contact us using the details on page 4.

### When these options can't be taken up:

- after the 55th birthday of the 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.

### Cover changes

The following section explains other ways in which you can change the **cover**.

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, you should consider speaking to your financial adviser.

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

### 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.

### 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:

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

### Continuing the **cover**

There are two potential options to continuing the **cover**:

- (i) Transfer of ownership to a new employer, or
- (ii) Transfer of ownership to the employee.

### Transfer of ownership to a new employer:

If the person covered leaves the employment of the **business** owning this Relevant Life Insurance and goes to a new employer, the new employer can request that the insurance continues. This doesn't require more medical evidence or underwriting. Such requests will be considered provided **premium** payments are up to date. If we agree to this, the person covered or new employer must provide us with all details of the new employer and any other information we reasonably require to enable us to administer the **cover** and meet our regulatory and legal obligations. The previous employer should retire as a **trustee** (to ensure they are no longer involved with the **cover**) and the new employer appointed as **trustee** in their place.

There must be at least two **trustees** at any given time, one of which must be a person who isn't the settlor. The new employer will become responsible for the payment of **premiums**.

### Transfer of ownership to the employee:

The person covered can request to continue the insurance in their sole name if they leave the employment of the **business** owning this Relevant Life Insurance. This won't require more medical evidence or underwriting. Any such request will only be considered provided **premium** payments are up to date. The employee will become responsible for the payment of **premiums**. The terminal illness benefit will be removed from the policy and will no longer be available.

If we agree to this change, the person covered must provide us with any information we reasonably require to enable us to administer the **cover** and meet our regulatory and legal obligations. The employer should retire as a **trustee** (to ensure they are no longer involved with the **cover**) and a new **trustee** appointed in their place. There must be at least two **trustees** at any given time, one of which must be a person who isn't the settlor. The policy will no longer qualify for some of the tax benefits associated with relevant life insurance.

### 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'll be able to do it will be based on the new, lower term, not the original one.

### Changing how often a premium is paid

The **owner of the cover** can change from monthly **premiums** to annual **premiums** and vice versa. If this change is made, it will take effect from the date the next **premium** is due to be collected.

### Changes to health and lifestyle

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

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

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

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

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

Please contact us for details 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 get in touch with us using the contact details on page 4.

## 3.4 Making a claim

### When to claim

We ask a representative of the **business** to contact us as soon as possible when claiming.

### 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](mailto: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 these opening hours are **UK** time. To make sure we have an accurate record of the instructions we are given, we may record or monitor phone calls.

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. 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 are making a payment.

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**.

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 to 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**.

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

### Who we'll pay the **sum assured** to

We'll pay the **sum assured** to the person legally entitled to receive it. Who this will be depends on the nature of the claim and the circumstances at the time.

In the case of a death or **terminal illness** claim, the **sum assured** will be paid to the **trustees** who must then follow the terms of the trust to distribute the monies to the chosen beneficiaries. The **trustees** need to send us the original Trust Deed and any deeds altering the trust before we can pay the **sum assured** to them. We'll return these when we pay the claim.

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

### How we'll pay the **sum assured**

We'll pay the **sum assured** due under the **cover** in pounds sterling by direct credit into a **UK** bank account nominated by the **owner of the cover**, the **trustee(s)**, the **assignee(s)** or their personal representative.

If the claimant wishes to receive the **sum assured** outside of the **UK**, 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 a 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 a claim before you cancel.

If you don't cancel your **cover** within this time period, your **cover** will remain **active** as set out in your **Cover Summary**.

You can stop your **cover** at any other time. Once you tell us, your **cover** will end on the day before your 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 pay a claim 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** and the person covered 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 your policy, assess and pay claims, and general customer service activities (including complaint resolution and claims disputes)
- Detect, investigate and prevent and 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 Aviva Protection UK Limited, unless you've specifically asked us not to in the application.

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'll share personal information with

We may share personal information (including medical information with their consent) about the person covered or **owner of the cover** solely for the purposes listed above in 'How we will use personal information' with certain named third parties.

These third parties may include:

- Aviva 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)
- Your financial adviser
- Your 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 ([www.protection.aviva.com/privacy-policy](http://www.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](mailto:DataProtectionOfficer@protection.aviva.com)

## 4.6 Taxation, laws and regulations

Relevant Life Insurance has been designed to comply with the conditions for relevant life insurance contained in Section 393(B)(4) of the Income Tax (Earnings and Pensions) Act 2003 (ITEPA 2003) and sections 481 and 482 of the Income Tax (Trading and Other Income) Act 2005 (ITTOIA 2005).

To ensure the insurance meets the conditions outlined by the above legislation, it must be placed in trust with either an individual or charity as a named beneficiary.

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 construed in accordance with the laws of England and Wales (**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 under this **cover** are normally free from Income Tax and Capital Gains Tax for **UK** residents. This may change if the **law** changes.

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 the lump sum is 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.

The contract between the **owner of the cover** and Aviva Protection UK Limited and any dispute or claim arising out of it shall be governed by and construed in accordance with the **law**.

## 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 plan has been assigned has a complaint, they can contact our customer care team as detailed on page four 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've 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 Ombudsman 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 are 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](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://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](https://www.fscs.org.uk).

Alternatively, you can contact them at the following address:

Financial Services Compensation Scheme,  
10th Floor,  
Beaufort House,  
15 St Botolph Street,  
London  
EC3A 7QU.

Telephone: 0800 678 1100 or 020 7741 4100

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

Please be aware that the rules of the FSCS may change in the future, or FSCS may take a different approach on their application of the above, depending on the circumstances.

## 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.

## 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 '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 to the person covered details of their answers and a copy of their **Application Details**, 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.

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've 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 in 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's a request from any regulatory authority to do so, or there's a change in the law, applicable legislation, regulation, taxation, 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.

Information about our business, performance and financial position, and details on how we control our business and manage risks can be found in our Solvency and Financial Condition Report available on our website [protection.aviva.com](https://www.protection.aviva.com).

## Section 5

# Definitions

An explanation of the terms we use across Relevant Life Insurance (please note these definitions aren't 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're 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 **benefit(s)** is legally transferred.

### 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.

### 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

Any 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 have agreed to offer them **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.

### 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.

### 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.

### Laws

The law of England and Wales.

### Occupation

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

### Owner(s) of the cover

A person or a **business** that enters into a contract to **cover** the life of another person who is their employee. Or any other **business** or person that agrees to take ownership of the **cover**.

### 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 Relevant Life Insurance.

### Retail Prices Index (RPI)

The Retail Prices Index (RPI) is the general purpose domestic measure of inflation in the **UK**. It's published by the Office of National Statistics.

### Sum assured

The amount we would pay for a successful claim on Relevant Life Insurance.

### 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.

## 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](mailto: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](https://protection.aviva.com)

## Need this in a different format?

Please get in touch if you'd prefer this brochure (**EDCO1770**) in large font, braille, or as audio.

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

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