

# Spouses' and Partners' Group Life Insurance

**Product Summary**



**Group Protection**

## What is Spouses' and Partners' Group Life Insurance?

Spouses' and Partners' Group Life Insurance provides a lump sum payment to the employee whose spouse or partner dies whilst covered by the policy.

A spouse is defined as the current husband/wife or civil partner of the employee. The definition of a partner is a person who isn't a relative of the employee and who was, when the cover started, in a relationship resembling marriage with the employee and was either financially dependent on the employee or in a relationship of mutual dependence with the employee, and has had the same main residence as the employee for at least six months.

## Policy aims

The purpose of the policy is to provide insurance cover for an employee's spouse or partner as a part of a flexible benefits arrangement. Cover is provided by Aviva Protection UK Limited.

## What's in this document?

This document gives you high level information about our Spouses' and Partners' Group Life Insurance product. If you'd like more information, please read the Policy Terms and Conditions on our website [protection.aviva.com](https://www.protection.aviva.com).

## Selecting the benefit

The lump sum benefit is provided in units up to a maximum benefit of £250,000. The employer decides the unit value and the maximum benefit available under the arrangement. For example, units of £10,000 of cover up to a maximum of £100,000 might be the offer.

Upon becoming eligible to select this cover, an employee can choose any multiple of benefit units. The chosen benefit will apply following confirmation of cover by us.

## When will cover start?

Full cover for a spouse or a partner will depend on the completion of an individual assessment by the spouse/partner. Once the individual assessment has been completed we'll tell the spouse/partner whether cover can be provided and the cost of that cover. The individual assessment consists of medical and other lifestyle questions via a secure website, requests for further medical tests and, where necessary, information from the individual's professional medical advisers. Any delay in providing the information we require may result in individuals not being covered.

## When will cover stop?

Cover for the spouse or partner will stop if:

- the employee is no longer employed by the employer or otherwise becomes ineligible
- the employee dies
- the insured spouse/partner is no longer ordinarily resident in the United Kingdom
- the employee or the insured spouse/partner reaches the cover cease age
- the insured spouse/partner dies

- premiums stop being paid
- cover for the insured spouse/partner is ceased by the employee, or
- on divorce, dissolution or ceasing to meet the definition of a partner.

The policy doesn't have a termination date. The employer can cancel the cover, in writing, at any time. Cancellation can't be backdated and we'll charge for the time on risk.

## How can an employee change the benefit level?

An employee can increase the number of units of cover at the annual revision date. If the employee requests to increase the level of cover the insured spouse/partner must complete an individual assessment and the increased cover must be confirmed by us. Any delay in providing the information we require may result in individuals not being fully covered.

Employees can reduce without limit the number of units of cover at any time (including reducing the cover to zero).

## Premiums

Premiums are calculated for the cover provided based on age-related premium rates which will apply to the insured spouse/partner's benefit. Premiums will be payable on a quarterly or monthly basis by direct debit. The employer is responsible for collecting the premiums from employees and paying the premiums for the cover selected. Premiums don't attract tax relief.

We normally guarantee the Policy Terms and Conditions and underlying rate table for two years until the second policy anniversary date. They'll be reviewed at the end of the guarantee period and a new guarantee period will

be set. However, we may review them part way through a guarantee period if there's a change in legislation, regulation, HMRC practice or taxation which affects the treatment of this policy, or there is no longer an adviser acting for the employer in connection with the policy or the information we requested when the policy was set up or in any subsequent review of the terms is found to have been omitted, materially inaccurate or otherwise incomplete.

## Data requirements

At the policy start date and at each data refresh date, we'll require the following information:

- spouse or partner's name, National Insurance number, date of birth, sex, occupation, email address and amount of cover
- employee's work postcode, and
- changes in spouse or partner's benefit levels.

## Claiming benefit

The employer must advise us as soon as possible of the death of an employee's spouse or partner by calling our Claims Team on 0330 303 9973. We'll issue a claim form for the employer and employee to complete, sign and return to us.

We'll need an original copy of the death certificate. If the claim is in respect of an insured spouse, we'll need original copies of the marriage or civil partnership certificate (as appropriate). If the claim is in respect of an insured partner, we'll need an original copy of the insured partner's birth certificate and appropriate evidence of dependency.

Upon receipt of a completed claim form and all relevant certificates and evidence, we'll deal with the claim promptly. Lump sum payments will be made directly to the employee to a UK bank account.

## Your duty of fair presentation of the risk

You must answer our questions completely and accurately. You need to disclose every material fact which you know or ought to know of. If you don't have complete information, you must tell us.

You must conduct a reasonable search for, and tell us of, all material facts available to you, senior management of any employers covered under this policy, or anybody responsible for your insurance. This may include your adviser or your contractors.

You don't need to tell us about a material fact if:

- it diminishes the risk
- we know it

- we ought to know it
- we're presumed to know it (because it's common knowledge), or
- we specifically say we don't require the information.

A material fact is something that would influence our decision whether or not to offer cover and, if so, on what terms.

Under the Insurance Act 2015, if you make a misrepresentation of the risk (but you haven't been deliberate or reckless in doing so) we can proportionately reduce the claim. We believe it's fairer to employees and their families to pay claims in full and charge you the correct higher premium. In order to do this we have to contract out of this part of the Act (i.e. Schedule 1 paragraphs 6 and 11 of the Insurance Act 2015). The remedies available for misrepresentation may be applied as outlined below.

If you deliberately or recklessly don't make a fair presentation when setting up the policy, we may void the policy from the beginning and recover claims paid. In the case of a deliberate or reckless failure to make a fair presentation of the risk at rate review or when you ask us to make a change to the policy, cancellation shall take effect from the rate review date or the date the change to the policy was made (as applicable).

If you don't make a fair presentation but you haven't been deliberate or reckless, the outcome depends upon what we'd have done if we'd known the material facts:

- if we would have not entered into the policy, we may void the policy from the beginning and recover any claims paid. If the misrepresentation happened at the rate review or when you asked us to make a change to the policy, cancellation shall take effect from the rate review date or the date the change to the policy was made (as applicable)
- if we'd have applied different terms and/or an additional premium we'll apply those different terms and/or premium from the beginning. If the misrepresentation happened at the rate review or when you asked us to make a change to the policy, the additional premium and/or different terms will apply from the rate review date or the date the change to the policy was made (as applicable).

The Insurance Act 2015 also sets out remedies if there's a fraudulent claim. If there's a fraudulent misrepresentation by an employee's spouse or partner which affects our acceptance of a claim made in respect of that spouse or partner, we won't pay the claim in respect of that individual. If there's a fraudulent claim made by you, we won't pay the claim and we reserve the right to terminate the policy.

## Law

The policy is issued subject to the laws of England and Wales. The contract is with the employer and employees and their spouses and partners don't have any contractual rights under the Contracts (Rights of Third Parties) Act 1999.

Our Group policy should be read and interpreted in the context of the Insurance Act 2015, and (where applicable) the Consumer Insurance (Disclosure and Representations) Act 2012, except where we have contracted out as described in 'Your duty of fair presentation of the risk'.

Any dispute in relation to the policy will be subject to the jurisdiction of the English and Welsh courts only.

Aviva Protection UK Limited shall not be responsible or liable to provide cover (including the payment of a claim) under the 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 the policy.

The policy has no surrender value and can't be assigned without our prior written permission.

This document should be read in conjunction with the quote. This document doesn't override the Policy.

If there is a difference between the Policy and the product summary, the Policy takes precedence.

## Further Information

Cover is provided by Aviva Protection UK Limited.

Aviva Protection UK Limited provides information about the insurance contracts we offer but doesn't provide a personal recommendation about the insurance products we offer. Employees of Aviva Protection UK Limited are paid a basic salary and are also eligible for an annual performance bonus. On target bonus levels are dependent on grade. Each bonus is split so that there is a portion that relates to individual performance and a portion relating to company performance. Both elements are based on balanced objectives agreed at the start of each year which will include an element related to the overall volume of new premiums written and business retained during the year.

Aviva Protection UK Limited's SFCR (Solvency and Financial Condition Report) is available on our website.

## Questions and complaints

If you have any queries, please contact your adviser in the first instance. If you wish to raise any queries with us, or make a complaint, please contact our Group Protection Complaints Team at:

Group Protection Complaints Team  
Aviva Protection UK Limited  
PO Box 12010  
Harlow  
CM20 9LG

by email to [groupcomplaints@protection.aviva.com](mailto:groupcomplaints@protection.aviva.com)

or by calling 0330 303 9974  
(calls may be recorded for training and monitoring purposes).

If you're still dissatisfied following a formal response to your complaint, you can approach the Financial Ombudsman Service at:

Financial Ombudsman Service Ltd  
Exchange Tower  
London  
E14 9SR  
Tel 0800 023 4567

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