

# Spouse/Partner Group Life Insurance

Policy Terms and Conditions

Group Protection

 AVIVA

# Welcome to Aviva

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.

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 (SFCR) available on our website **[protection.aviva.com](https://protection.aviva.com)**.

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## Section A

# Interpretation

## 1. Interpretation

1.1. In this Policy Terms and Conditions:

- a. save where the context otherwise requires, a reference to a statute or statutory provision shall include a reference:
  - i. to that statute or provision as from time to time consolidated, modified, re-enacted or replaced by any statute or statutory provision, and
  - ii. any subordinate legislation made under the relevant statute
- b. unless otherwise specified, references to Clauses are clauses of this Policy
- c. references to a party, where appropriate, shall include the contracting party or its successors in title from time to time
- d. references to any of the masculine, the feminine and the neuter shall include the other genders
- e. references to the singular shall include the plural, and vice versa, and
- f. the words 'include', '**includes**' and '**including**' shall be construed as if they're followed by the words '**without limitation**'.

1.2 The following terms used in this Policy are defined and where used shall have the meaning set out below:

<b>Accounting Period</b>	the period of time from one Data Refresh Date to the next. We use the data provided by You on the Data Refresh Dates to calculate the Premium for the Accounting Period
<b>Adviser</b>	a firm regulated by the Financial Conduct Authority (or other recognised professional body) who acts on behalf of You
<b>Benefit</b>	the lump sum benefit payable in the event of the death of the Insured Partner of a Member under the terms of this Policy
<b>Business Day</b>	a calendar day other than a Saturday, Sunday or other statutory holiday in England
<b>Category</b>	a class of Member as stated in the Policy Schedule
<b>Commission Rate</b>	the amount of commission payable to Your Adviser as set out in the Policy Schedule
<b>Data Refresh</b>	the provision of data in accordance with Clause 2.5
<b>Data Refresh Date</b>	the dates on which You'll give Us the data We require to calculate the Premium
<b>Data Refresh Frequency</b>	the agreed frequency at which You'll give Us the data We require to calculate the Premium
<b>Date Cover Ceases</b>	the date You've agreed with Us being the date at which a Member or an Insured Partner ceases to be eligible for cover under this Policy as stated in the Policy Schedule
<b>Effective Date</b>	the date from which the Premium Rates and the Policy Terms and Conditions apply
<b>Eligibility Conditions</b>	the conditions that an Employee must satisfy in order to be a Member of the Scheme, as stated in the Policy Schedule

<b>Employee</b>	an individual who's either <ul style="list-style-type: none"> <li>i. gainfully employed either permanently or for a fixed term by an Employer as evidenced by a United Kingdom contract of employment</li> <li>ii. an Equity Partner in the business of the Employer</li> <li>iii. where We've agreed to include such an individual, a worker engaged through a Zero Hours Contract</li> </ul>
<b>Employer</b>	an Employer listed in the Policy Schedule, whether it's the Principal Employer or a Participating Employer. Employers must be organisation registered in the United Kingdom with Companies House or a similar body
<b>Equity Partner</b>	a partner in a partnership who's part owner of the business, and is entitled to a proportion of the distributable profits of the partnership
<b>Flexible Benefits Scheme Type</b>	is the basis on which the Scheme's arranged as stated in the Policy Schedule
<b>HMRC</b>	HM Revenue & Customs
<b>Individual Assessment</b>	an assessment carried out by Us consisting 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
<b>Insured Partner</b>	is, at the date cover commences: <ul style="list-style-type: none"> <li>a. a person to whom the Member's married</li> <li>b. a person with whom the Member has entered into a contractual partnership formally recognised by law under the Civil Partnership Act 2004, or</li> <li>c. a person who isn't a relative of the Member, or married to or a civil partner of the Member at the date the cover starts and when cover starts is in a relationship resembling marriage with the Member and has the same main residence as the Member and has done so for at least six months and is either: <ul style="list-style-type: none"> <li>i. financially dependent on the Member, or</li> <li>ii. in a relationship of mutual dependence with the Member</li> </ul> </li> </ul>
<b>Maximum Benefit</b>	the maximum level of cover available for each Insured Partner is £250,000
<b>Member</b>	an Employee who's a Member of the Scheme
<b>Member Category</b>	a Benefit Category listed in the Policy Schedule
<b>Minimum Membership Number</b>	three Members
<b>Parent Company</b>	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
<b>Participating Employer</b>	an Employer stated as such in the Policy Schedule
<b>Policy</b>	this document and the Policy Schedule
<b>Policy Anniversary Date</b>	the date stated as such in the Policy Schedule
<b>Policy Schedule</b>	at any given date, the latest Policy Schedule which We've posted in the Policyholder area on Our secure website or otherwise issued to You
<b>Policy Start Date</b>	the Policy Start Date stated in the Policy Schedule
<b>Policy Terms and Conditions Reference</b>	the reference to the version of the Policy Terms and Conditions that should be read in conjunction with the Policy Schedule
<b>Policyholder</b>	the legal owner of the Policy, as stated in the Policy Schedule

<b>Premium</b>	the sums payable by or for You pursuant to Clause 2
<b>Premium Payment Frequency</b>	the frequency stated in the Policy Schedule with which Premium will be paid by You
<b>Premium Rates</b>	the annual rates used to calculate the Premium which are set out in the Policy Schedule
<b>Principal Employer</b>	the Participating Employer who arranged this insurance contract
<b>Quotation</b>	the Quotation provided to You by Us prior to the Policy Start Date on the basis of detailed information submitted by You and confirmed by Us in Our standard application form
<b>Rate Review</b>	the process whereby We review Our Premium Rates and Policy Terms and Conditions
<b>Rate Review Date</b>	the date We review Our Premium Rates and Policy Terms and Conditions as stated in the Policy Schedule
<b>Scheme</b>	the arrangement under which the Employer(s) promises to pay Benefit in the event of the death of an Insured Partner of a Member
<b>Scheme Rules</b>	the current rules of the Scheme at any given time
<b>State Pension Age</b>	the earliest age at which an individual can claim their State Pension
<b>Temporary Cover</b>	shall have the meaning provided in Clause 7 of these Policy Terms and Conditions
<b>United Kingdom</b>	the United Kingdom consisting of England, Wales, Scotland and Northern Ireland
<b>Voluntary Benefits Rules</b>	where applicable, outline the rules and requirements governing the particular voluntary benefit Scheme
<b>We, Us and Our</b>	Aviva Protection UK Limited
<b>You and Your</b>	the Employer(s) of the Scheme or Schemes as provide in the application form and identified in the Policy Schedule, and
<b>Zero Hours Contract</b>	a contract between You and a worker whereby You aren't obliged to provide the individual with any minimum working hours and the individual isn't obliged to accept any of the hours offered.

## Section B

# Premium

## 2. Calculation and payment of Premium

- 2.1** If You pay the Premium, under the terms of this Policy We agree to insure You against Your responsibility to pay a Benefit to the Member as shown in the Policy Schedule.
- 2.2** We'll calculate the Premium in respect of each Accounting Period on the basis of the information You provide to Us and the Premium Rates.
- 2.3** We'll ask You for a list of all Insured Partners as at the Policy Start Date and You must provide Us with this information within 14 days of Our request. The list should contain in respect of each Insured Partner the following details:
- name
  - National Insurance number
  - sex
  - date of birth
  - occupation
  - email address
  - Benefit
  - Member's normal working location (postcode if in the United Kingdom or country is outside the United Kingdom), and
  - copies of the terms of acceptance for Insured Partners who have been individually assessed by the previous insurers.

You must ensure that the data You give Us accurately reflects any salary basis or limitations that You've agreed with Us or apply to Your Scheme. The duty of fair presentation of risk applies to the provision of the data to Us.

- 2.4** If We don't receive complete data within 14 days of Our request and the Benefits were insured under a group life policy immediately prior to the Policy Start Date We'll request payment based on the estimated annual premium in the Quotation. Premiums must be paid by direct debit. For quarterly payment policies, We'll request a payment for 25% of estimated annual premium. For monthly payment policies, We'll request a payment for 1/12th of estimated annual premium.

- 2.5** On each Data Refresh Date You must provide to Us the following:
- a list of all Insured Partners as at the Data Refresh Date. The list should include in respect of each Insured Partner the following details:
    - name
    - National Insurance number
    - sex
    - date of birth
    - occupation
    - email address
    - Benefit
    - Member's normal working location (postcode if in the United Kingdom or country is outside the United Kingdom),
  - the date on which any individual ceased to be an Insured Partner.

You must ensure that the data You give Us accurately reflects any benefit basis or limitations that You've agreed with Us or apply to Your Scheme. The duty of fair presentation of risk applies to provision of the data to Us.

## Payment of Premium

- 2.6** Premiums are payable on a monthly or quarterly basis.
- 2.7** We'll use the information given to Us pursuant to Clause 2.3 to calculate the Premium for the first Accounting Period.
- 2.8** We'll notify You within 30 days of receiving the information of the amount of Premium payable in respect of the first Accounting Period. This amount will be collected by Us by direct debit at regular intervals as detailed in the Policy Schedule.
- 2.9** The same amount of Premium will be payable for subsequent Accounting Periods until notice is given by Us pursuant to Clause 2.10 or Clause 3.2 or Clause 3.9.
- 2.10** We'll use the information given to Us pursuant to Clause 2.5 to:
- confirm that You've paid the correct Premium for each Accounting Period to date, and
  - calculate the Premium payable for subsequent Accounting Periods.

- 2.11** Where the information You provide to Us shows that You've paid too much or too little Premium in respect of any Accounting Period We'll notify You of the relevant amount and, where additional Premium is owed by You, details of when We'll collect payment from You pursuant to Clause 2.10.
- 2.12** Any additional Premium required will be collected by Us by direct debit.
- 2.13** Where the information You provide to Us shows that You've paid too much Premium, We'll normally reduce the Premium We'll collect at the next payment date.
- 2.14** We'll notify You within 30 days of receiving the data pursuant to Clause 2.5 of the amount of Premium payable in respect of subsequent Accounting Periods. This will be based on the revised Premium Rates notified to You pursuant to Clause 3.9 where the Premium is payable in respect of an Accounting Period commencing on a Rate Review Date. This amount will be collected by Us by direct debit.
- 2.15** The same amount of Premium will be payable in the same manner for each subsequent Accounting Period until notice is given by Us pursuant to Clause 2.14.

### 3. Variation to the Policy Terms and Conditions

- 3.1** We reserve the right to revise at Our discretion (prospectively or retrospectively) the Policy Terms and Conditions and the Premium Rates at any time if:
  - a. there's a change in legislation, regulation, HMRC practice or taxation which affects the treatment of this Policy
  - b. there's no longer an Adviser acting for You in connection with this Policy, or
  - c. You didn't make a fair presentation of the risk when setting up the Policy or at any subsequent review of the terms.

These matters define the risk as a whole.

- 3.2** In the event that We wish to change any of the Policy Terms and Conditions or the Premium Rates pursuant to Clause 3.1 We'll give You one calendar month's notice of the change in writing. At the end of the one calendar month period We'll issue an amended version of the Policy Terms and Conditions and a new Policy Schedule. The notice period won't affect the effective date of the change.

- 3.3** Where there has been a delay in You providing the information We need to review the Policy Terms and Conditions or Premium Rates We'll backdate any change to the appropriate date.
- 3.4** In addition, the Policy Terms and Conditions and the Premium Rates may be varied by Us at any Rate Review Date.

### Rate Review

- 3.5** At least 12 weeks before each Rate Review Date We'll ask You to provide Us with the following information to assess whether any changes should be made to the Policy Terms and Conditions or the Premium Rates:
  - a. date of birth of the Insured Partner
  - b. sex of the Insured Partner
  - c. Benefit in respect of the Insured Partner
  - d. Member's salary, and
  - e. Member's normal working location (postcode if in the United Kingdom or country is outside the United Kingdom).

The duty of fair presentation of risk applies to provision of the information to Us.

- 3.6** You must provide this information to Us within six weeks of Our request.
- 3.7** Where We haven't received the requested information, We'll base any changes We intend to make to the Policy Terms and Conditions or the Premium Rates on the Rate Review Date on the information available to Us.
- 3.8** If You provide information after the Rate Review has been completed and it means We make a change to the Policy Terms and Conditions or the Premium Rates, these changes will be effective from the Data Refresh Date immediately prior to when you gave us the information.
- 3.9** In the event that We wish to change any of the Policy Terms and Conditions or the Premium Rates pursuant to Clause 3.4 We'll give You one calendar month's notice of the change in writing. We'll issue an amended version of the Policy Terms and Conditions and a new Policy Schedule once the Rate Review is complete. This notice period won't affect the effective date of the change.



## Section C

# The Life Insurance

### 4. Cover from the Policy Start Date

- 4.1** If, immediately prior to the Policy Start Date, the Benefits were insured under a group life insurance policy with an identical benefit structure to this Policy and there has been no material change in the number of Insured Partners or the Eligibility Conditions, then We'll accept the previously insured level of Benefit in respect of each Insured Partner, up to £250,000, subject to Clause 4.2, subject to You providing satisfactory evidence of the level of cover and the details of any special terms and conditions to Us.
- 4.2** If, immediately prior to the Policy Start Date, the Benefits were insured under a group life insurance policy, where the benefit in respect of an Insured Partner was limited following an Individual Assessment or for non-provision of medical evidence, the Benefit under this Policy will be limited to match the terms of the benefit under the previous policy.
- 4.3** Where the Benefits weren't previously insured, cover in respect of an Insured Partner won't commence until the Individual Assessment for the Insured Partner has been completed and cover confirmed by Us. The Policy won't commence until at least three Insured Partners have completed the Individual Assessment and We've confirmed that cover will be offered.

### 5. Cover for Members joining after the Policy Start Date

- 5.1** Members must meet the Eligibility Conditions set out in the Policy Schedule. Cover will commence when each of the following conditions are met:
- We've conducted an Individual Assessment of the Insured Partner and notified You and the Insured Partner of the outcome
  - We've agreed in writing that cover can be provided under the Policy in respect of the Insured Partner and informed You of the date on which cover will commence, and
  - You, and the Insured Partner, as appropriate, meet all of the special conditions, special terms, or underwriting requirements specified in writing by Us.
- 5.2** You must give Us written notice immediately of new Members after the Policy Start Date. If You fail to notify Us of individuals who meet the criteria in Clause 5.1 these individuals won't have any cover.

### 6. Changes to cover level

- 6.1** Any increase in Benefit selected by a Member is subject to Individual Assessment. No increase will take place until it's confirmed by Us.
- 6.2** If the level of Benefit selected by the Member is reduced and subsequently increased, such increases will be subject to an Individual Assessment and the increase won't commence until it has been confirmed by Us.
- 6.3** You must give Us written notice immediately if a Member selects to increase the Benefit. If You fail to notify Us of individuals who meet the criteria in Clauses 6.1 or 6.2 these individuals won't be covered for the increase in Benefit.

### 7. Individual Assessment and Temporary Cover

- 7.1** Whilst the Individual Assessment process is taking place, We'll provide Temporary Cover in respect of the Insured Partner in question for the cover being sought subject to the following:
- the Temporary Cover won't provide cover for claims which arise directly or indirectly as a result of any medical condition which the Insured Partner
    - has received treatment for
    - has suffered symptoms of
    - has sought advice on, or
    - was diagnosed with

within the last two years immediately prior to receipt by Us of the notice given pursuant to Clause 5.2 or Clause 6.3

- an individual won't be given Temporary Cover if You've previously had a request for the Benefit You now seek in respect of the Insured Partner declined, restricted due to failure to provide medical evidence, postponed or accepted on non-standard terms, and
- no Temporary Cover will be available for Insured Partners requiring cover past the Date Cover Ceases.

**7.2** The Temporary Cover will commence from the date of receipt by Us of the notice given pursuant to Clause 5.2 or Clause 6.3 and will be in place until the earlier of completion of the Individual Assessment and the expiry of 90 days. If We're unable to complete Our assessment before the Temporary Cover period expires, the individual's cover will be restricted to their previous accepted level of cover.

**7.3** If the Insured Partner's previous accepted level of cover was provided by another insurer, You must provide satisfactory evidence of the level of cover and any special terms and conditions to Us.

**7.4** The Individual Assessment will be undertaken by way of a secure online questionnaire. Any further information or tests required by Us to complete the Individual Assessment will be communicated to the Insured Partner.

**7.5** The cost of any medical examination and any tests requested by Us will be paid for by Us. We won't be liable for any costs incurred by You, the Employee or the Insured Partner in attending a medical examination, undergoing any test or in supplying any other information.

**7.6** Where Insured Partners are outside the United Kingdom and further medical information is required to enable Us to complete Our assessment, the Insured Partner will be responsible for arranging and paying for the tests to be conducted. Examinations, tests or reports may only be arranged/conducted at a centre or provider with prior approval from Us otherwise We won't be liable for any costs and the Insured Partner may be required to undertake another set of tests with an approved centre or provider.

We'll reimburse the Insurer Partner for the tests We've requested, to a maximum of the amount We would pay for the same test in the United Kingdom. Reimbursement will be in pounds sterling to a United Kingdom bank account and the exchange rate used for reimbursement will be Our banker's rate of exchange on the date of reimbursement. All results and/or reports must be provided in English.

## **Insured Partners requiring cover past the Date Cover Ceases**

**7.7** Where You seek cover in respect of an Insured Partner beyond the Date Cover Ceases You'll have no cover in respect of the Insured Partner in question until We've completed the Individual Assessment and confirmed cover.

**7.8** Once the Individual Assessment is complete We'll notify You of Our decision. If We're providing cover for the Insured Partner in question We'll notify You of the date on which cover commences and details of any special terms which apply.

## **8. Temporary absence from work**

**8.1** Where a Member is absent from work, cover will remain in place while they're still considered an Employee unless cover ceases pursuant to Clause 13.

## **9. Members or Insured Partners working outside the United Kingdom**

**9.1** Cover will continue whilst the Member is working outside the United Kingdom temporarily or on secondment provided:

- a. the Member remains a Member of the Scheme
- b. the Member has a United Kingdom contract of employment or for services with a Participating Employer
- c. there's the intention to return to the United Kingdom, and
- d. the country of secondment is declared for each Member at the Policy Start Date and at each Data Refresh Date.

**9.2** Cover will continue whilst the Insured Partner is working outside the United Kingdom temporarily or on secondment provided:

- a. the Member remains a Member of the Scheme
- b. the Member has a United Kingdom contract of employment or for services with a Participating Employer
- c. there's the intention to return to the United Kingdom, and
- d. the country of secondment is declared for each Insured Partner at the Policy Start Date and at each Rate Review.

**9.3** Where a Member or Insured Partner is working outside the United Kingdom the amount of salary and Benefit advised at each Data Refresh Date must be expressed in pounds sterling. The exchange rate will be based on the Bank of England exchange rate and will be fixed at each Data Refresh Date. Therefore in the event of a claim where a Member isn't paid in pounds sterling, and where Benefit is based on a multiple of salary, the Benefit will be calculated based on the exchange rate agreed at the most recent Data Refresh Date before the date of death.

**9.4** We won't provide cover if the Member or Insured Partner is permanently working outside the United Kingdom.

## Section D

# Benefit

### 10. Benefit

- 10.1** In the event of the death of an Insured Partner of a Member, We'll pay the Benefit in respect of that Insured Partner.
- 10.2** The amount of the Benefit will be the level of cover confirmed by Us.
- 10.3** The Benefit will be paid to the Member of the Scheme and will be in full and final settlement of Our liabilities for that claim.
- 10.4** The Benefit is payable in pounds sterling.

## Section E

# Making a Claim

### 11. Making a claim

- 11.1** You must notify Us as soon as possible following the death of any Member. A claim form can requested by calling Our claims team on **0330 303 9973** or emailing **groupclaims@protection.aviva.com**. The claim form must be completed and returned to Us.
- 11.2** You must provide Us with all information requested by Us to investigate the claim properly. This information may include any of the following:
- a. the original death certificate
  - b. proof of Membership in respect of the Member
  - c. the original marriage certificate, civil partnership certificate and/or other evidence required by Us, or
  - d. any other information, evidence, test, evaluation or report that may be required from time to time by Us.

We won't pay claims where the Premium is outstanding.

If the Insured Partner died outside the United Kingdom, You must provide the death certificate issued by the country in which the Insured Partner died and a certified English translation of the death certificate (if it isn't in English).

We're unable to accept photocopies of certificates.

- 11.3** We aren't responsible for any errors or omissions from any information or evidence provided to Us from any source.
- 11.4** Once We determine that a claim is valid We'll pay the Benefit to the Member's United Kingdom bank account in pounds sterling by direct credit (via the BACS system).

## Section F

# Termination

## 12. Termination of the Policy as a whole

- 12.1** This Policy doesn't have a termination date.
- 12.2** You shall be entitled to terminate this Policy at any time by giving Us notice in writing stating the date on which You want cover to cease.
- 12.3** We shall be entitled to terminate the Policy immediately if:
- You don't pay Premium when due
  - You don't comply with any of the Policy Terms and Conditions
  - You don't provide the data required under Clauses 2.3 and 2.5 within 90 days of receipt of a request
  - You don't provide any information requested by Us in accordance with the Policy Terms and Conditions within 90 days of receipt of a request
  - an Employer stated in the Policy Schedule ceases to carry on business, or if any order is made or resolution passed for the winding up of that Employer, or
  - there's a change in legislation, regulation, HMRC practise or taxation which affects this Policy.
- 12.4** If the Policy is terminated You shall be required to provide information as at the date of termination in order for Us to determine the Premium payable up to the date of termination. If this information isn't provided within one month of it being requested, We shall determine what Premium is payable having regard to the information then available, and any sum or sums which had been payable to Us shall remain payable.
- 12.5** If the Policy is terminated no Benefit shall be payable in respect of the death of any Insured Partner after the effective date of termination of this Policy.

## Setting up the Policy

- 12.6** If You deliberately or recklessly don't make a fair presentation of the risk when setting up the Policy and We wouldn't have agreed to enter into the Policy at all if We'd known the material facts, We may avoid the Policy, refuse all claims and recover claims paid.

- 12.7** If You don't make a fair presentation of the risk when setting up the Policy but You haven't been deliberate or reckless, and We wouldn't have agreed to enter into the Policy if We'd known the material facts, We may avoid the Policy, refuse all claims and recover claims paid.

## Rate Reviews

- 12.8** The duty of fair presentation of risk applies at each Rate Review. If You deliberately or recklessly don't make a fair presentation of the risk at Rate Review and We wouldn't have agreed to the contract at all or on those terms if We'd known the material facts, We may terminate the contract with effect from the Rate Review Date, refuse claims and recover claims paid.
- 12.9** If You don't make a fair presentation of the risk at a Rate Review, but You haven't been deliberate or reckless, and We wouldn't have entered into the contract at all if We'd known the material facts, We may terminate the contract with effect from the Rate Review Date, refuse claims and recover claims paid.

## Variations

- 12.10** If You deliberately or recklessly don't make a fair presentation of the risk when applying to vary the Policy and We wouldn't have agreed to enter into the variation of the Policy if We'd known the material facts, We may by notice to You treat the contract as terminated with effect from the time the variation was made, refuse claims and recover claims paid.
- 12.11** If You don't make a fair presentation of the risk when applying to vary the Policy, but You haven't been deliberate or reckless, and We wouldn't have agreed to enter into the variation of the Policy if We'd known the material facts, We may treat the contract as if the variation had not been made.

## Fraudulent claims

- 12.12** If You make a fraudulent claim, We may:
- terminate the Policy by notice and treat the contract as being terminated from the time of the fraudulent act
  - recover any claims paid since the fraudulent act, and
  - refuse to pay any claims submitted since the fraudulent act.

## **13. Termination of cover in respect of Members and Insured Partners**

- 13.1** Cover under this Policy in respect of individual Members ceases on the earliest of the following occurrences:
- a. the Member ceases to be an Employee
  - b. the Member ceases to be a Member of the Scheme
  - c. the Member dies
  - d. the Insured Partner is no longer ordinarily resident in the United Kingdom
  - e. the Member or the Insured Partner reaches the Date Cover Ceases, unless We've agreed that their cover can be continued
  - f. the Insured Partner dies
  - g. Premiums aren't paid in respect of the Insured Partner
  - h. cover for the Insured Partner is ceased by the Member, or
  - i. on divorce, dissolution or ceasing to meet the definition of Insured Partner.
- 13.2** In any event no cover is provided under this Policy if the Member or Insured Partner is aged 75 or over.

## Section G

# Miscellaneous

### 14. Exclusions and limits

- 14.1** No Benefit will be payable in respect of a deceased Insured Partner where the cause of death was one of the excluded causes listed in the Policy Schedule.
- 14.2** Any limits applied as a result of Our conducting an Individual Assessment will be notified to You and the Insured Partner separately in writing. In addition, Benefit won't be paid if an Insured Partner failed to disclose any material information during the course of the Individual Assessment.

### 15. Contracting out of the Insurance Act 2015

- 15.1** You must provide a fair presentation of the risk when setting up the Policy, on an application to vary the Policy and at a Rate Review.
- 15.2** If We'd have applied different terms and/or a higher Premium if You'd fairly presented the risk set out in Clause 15.1, then You agree that We can retrospectively charge the correct higher Premium (and apply any different terms to the Policy). You agree to promptly pay the corrected additional Premium.
- 15.3** Upon receipt of the corrected additional Premium set out in Clause 15.2, We'll pay the claim in full, rather than on the proportionate reduction basis described in Schedule 1 paragraphs 6 and 11 of the Insurance Act 2015. To that extent, Clause 15 contracts out of Schedule 1 paragraphs 6 and 11 of the Insurance Act 2015.
- 15.4** Other remedies in respect of the duty of fair presentation of the risk are set out at Clauses 12.6 – 12.12 inclusive of this Policy Terms and Condition.

### 16. Remedies for fraudulent claims

- 16.1** To the extent that this Policy provides cover in respect of a person who isn't a party to the Policy and a fraudulent claim is made under the Policy by or in respect of that Member, We may exercise the rights set out in Clause 16.2 as if there were an individual insurance contract between Us and the Member concerned. However, the exercise of any of those rights won't affect the cover provided under the Policy in respect of any other Member.

- 16.2** If there's a fraudulent claim in respect of an Insured Partner under this Policy, We'll inform the Policyholder and the Member that We cancelled the cover in respect of the Member with effect from the time of the fraudulent act and that We'll seek to recover any sums paid by Us in respect of the claim.
- 16.3** If We exercise our right to terminate under Clause 16.2, We won't be liable in respect of the death of the Insured Partner if it occurred after the time of the fraudulent act.

### 17. Governing law and jurisdiction

- 17.1** This Policy is construed and governed in accordance with English and Welsh law and any dispute shall be subject to the exclusive jurisdiction of English and Welsh courts.
- 17.2** This Policy has no surrender value and can't be assigned without Our prior written permission.
- 17.3** We won't be responsible or liable to provide cover (including the payment of a claim) 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 the Policy.

### 18. Contracts (Rights of Third Parties) Act 1999

- 18.1** No term or provision of this Policy may be enforced in any circumstances by any third party, whether under the Contracts (Rights of Third Parties) Act 1999, which is hereby excluded, or otherwise. The Policy may be amended or terminated without the consent of, or reference to any third party.

## 19. Data protection

- 19.1** Unless the context otherwise requires, for the purpose of this Clause: (i) Data Protection Law means all applicable laws and regulations, in each case pertaining to the security, confidentiality, protection or privacy of personal data, as amended or re-enacted from time to time, including (without limitation and to the extent applicable) the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018) and the UK GDPR (which has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018); and (ii) the terms controller, processor, processing/ process, personal data and data subject shall be interpreted and construed by reference to Data Protection Law. For the purposes of this Clause, Parties mean You and Us.
- 19.2** Without prejudice to Clause 19.3, each party (the Disclosing Party) agrees that if it provides personal data to the other Party (the Receiving Party), it shall ensure that it has provided all necessary information to the data subjects of the personal data, in each case to enable the personal data to be disclosed to the Receiving Party for the purposes of this agreement and in accordance with Data Protection Law.
- 19.3** Each Party shall: (a) comply with its obligations under Data Protection Law; (b) be responsible for dealing with and responding to data subject requests, enquiries or complaints (including any request by a data subject to exercise their rights under Data Protection Law) it receives, unless otherwise agreed between Us; and (c) promptly (and without undue delay) notify the other party in writing of any security incident affecting the personal data it processes pursuant to or in connection with these Policy Terms and Conditions, including the unlawful or unauthorised processing of the personal data, to the extent the security incident is likely to affect the other party.
- 19.4** The Parties agree that, for the purposes of Data Protection Law, each Party (to the extent it processes personal data pursuant to or in connection with these Policy Terms and Conditions) processes personal data as an independent data controller in its own right. Nothing in these Policy Terms and Conditions (or the arrangements contemplated by it) is intended to construe either Party as the data processor of the other Parties or as joint data controllers with one another.
- 19.5** In relation to the personal data it receives from the Disclosing Party, each Party shall at all times process the personal data in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical and organisational measures, and the measures shall, at a minimum, comply with the requirements of Data Protection Law.
- 19.6** We process personal data for the purposes of providing insured Benefit for the benefit of Your Members and their families in accordance with the Data Protection Act 2018. 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 will take steps to ensure that your personal information is adequately protected and transferred in accordance with the requirements of data protection law. Further details can be found in our privacy notice which can be found at [protection.aviva.com/privacy-policy](https://protection.aviva.com/privacy-policy)
- 19.7** Where We undertake an Individual Assessment, We'll be responsible for obtaining appropriate consents from the individual in respect of data collected during the course of the Individual Assessment.

## 20. Notices

- 20.1** Any notice or other communication given under this Policy shall be in writing and may be served by delivering it personally, or sending it by pre-paid first class post, registered or recorded delivery to the relevant address or sent as a PDF attachment to an email to the relevant email address set out below or such other address or email address as either party may from time to time notify the other in writing.
- 20.2** Documents relating to the administration and operation of this Policy will be lodged in Our secure on-line document store and will be deemed to have been received as if by e-mail.



**20.3** Any notice or other communication given pursuant to this Policy shall be deemed to have been given or received:

- a. in the case of dispatch by first class, registered post or recorded delivery, on the third day after its dispatch
- b. in the case of delivery by hand, at the time of its delivery, or
- c. in the case of email, within three hours of transmission

provided that if deemed receipt occurs after 5pm on a Business Day or on a day which isn't a Business Day, the notice shall be deemed to have been received at 9am on the next Business Day.

## 21. Appeals and complaints

**21.1** If a claim is declined and You disagree with Our decision You or the Member can appeal Our decision. An email should be sent to **groupclaims@protection.aviva.com** outlining the reason for the appeal and attaching any additional information. The claim will be reviewed by an appropriately qualified and experienced assessor who wasn't involved in the original claim decision.

**21.2** Any complaints You may have should be referred to Us at the following address:

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

Tel **0330 303 9974** (Calls may be recorded for training and monitoring purposes.)

or by email to **groupcomplaints@protection.aviva.com**.

**21.3** If You remain dissatisfied with the outcome of Your complaint and You're an 'eligible complainant' for the purposes of the Financial Conduct Authority dispute resolution rules ('DISP'), the matter may be escalated to the Financial Ombudsman Service at the address below. Your legal rights won't be affected by contacting this organisation.

Financial Ombudsman Service,  
Exchange Tower  
London, E14 9SR  
Telephone **0800 023 4567**

**21.4** Any complaint from Members or Insured Partners in connection with this Policy should be referred to You. You shall either deal with such complaint or, if appropriate, refer such complaint to Us at the address above. If the Member or Insured Partner remains dissatisfied, the matter may be escalated to the Financial Ombudsman Service (if eligible). The Member's legal rights aren't affected by contacting this organisation.

## 22. Compensation

**22.1** We're covered by the Financial Services Compensation Scheme ('FSCS'). You may be entitled to compensation from the scheme if We can't meet Our obligations. This depends on the type of business and circumstances of the claim.

Further information about compensation scheme arrangements is available from the FSCS:

Financial Services Compensation Scheme  
PO Box 300  
Mitcheldean  
GL17 1AY

Tel **0800 678 1100**

**Aviva Protection UK Limited.**

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Registered address: Aviva, Wellington Row, York, England, YO90 1WR. Aviva Protection  
UK Limited is authorised by the Prudential Regulation Authority and regulated by the  
Financial Conduct Authority and the Prudential Regulation Authority.  
The registration number is 473752.

**[protection.aviva.com](https://www.protection.aviva.com)**