

Group Life Spouse and Partner Benefits

Policy Wording GR01012 08/2022 This policy is intended to be part of an employer's Flexible Benefit scheme.



Welcome to Group Protection from Aviva

What the policy wording explains

This policy wording tells you:

- what to do if you need to claim
- what is covered
- explanations of some of the terms used in this document.

We've tried to make this document as easy to understand as possible, but if you have any questions or queries about the policy please contact us and we will be pleased to help you.

How the policy works.

If you provide us with the information we ask for, when we ask for it and pay the premiums when they are due, we will cover the eligible person for insured benefits, and pay these benefits should an eligible person die.

Outline of the Policy

The policy insures the benefits payable on the death of an eligible person in a scheme that is set up under trust.

This policy wording, along with the policy schedule, sets out details of the cover we have agreed to provide to you. It is evidence of a legal contract between you and us.

Some terms of the policy depend upon the information provided by you. Failing to disclose information, giving false information or failing to tell us where any facts have changed since they were provided where done deliberately or recklessly gives us the right to cancel the policy. If the information was given carelessly or the failure to disclose the information was careless, then we will have the right to amend the policy to be consistent with what the terms should have been based on the correct information (or cancel the policy if we would not have offered any terms for the policy applied for).

If you fail to comply with all of the policy terms and conditions, we may not pay claims. We may also cease to accept further premiums, meaning cover under the policy will cease.

The policy will not have or accrue any surrender value.

This insurance is provided by Aviva Life & Pensions UK Limited.

Contents

Sec	tion		Page
1	What benefits are covered		4
	1.1	Lump sum	4
2	Who is covered		4
	2.1	When medical underwriting is required	4
	2.2	Temporary absence	4
	2.3	Overseas Cover	4
3	Whe	n cover ceases	5
4	Polic	cy limitations	5
	4.1	Event limits (including sub-event limits and travel limits)	5
5	Calculation of premium		5
	5.1	What information is needed to calculate your premiums	5
	5.2	When premium rates are reviewed	5
6	Non-	payment of premiums	6
7	Policy changes and cancellation		6
	7.1	What we need to know	6
	7.2	When a change can be made by you	6
	7.3	When we can make changes to the policy	6
	7.4	How to cancel the policy	6
8	Claims		7
	8.1	What information is needed to make a claim	7
9	Further policy conditions		7
	9.1	Accurate information	7
	9.2	Currency and jurisdiction	7
	9.3	Contacting us	7
	9.4	Third party rights	7
	9.5	Data Protection	7
10	If yo	u have cause for complaint	8
	Defir	nitions	9

Please note

Throughout this document certain words are shown in **bold** type. These are defined terms and have specific meanings when used in this policy wording. The meanings of these words are set out in the Definitions section in the back of this policy wording.

1 What benefits are covered

We can cover eligible persons for a lump sum benefit. The member will select the level of benefit through flex benefits.

We can only provide one level of cover in accordance with the **excepted group life policy conditions**, however **we** can write additional **policies** if more than one **member** of the **scheme** has selected cover at a different level.

The **policy schedule** will show which benefits **you** or the **employer** have chosen to provide. Payment of benefits by **you** must be made in accordance with the **scheme rules**.

We will confirm the benefits provided by this **policy** at the **start date**, and at each **anniversary date**.

1.1 Lump sum benefit

The lump sum will be based on units of benefit selected through **flex benefits** and is payable when an **eligible person** dies.

We will pay **lump sum benefits** to **you. We** will consider, where requested, payments elsewhere provided it is to a UK bank account.

We will confirm the amount payable following the **eligible person's** death. The **scheme rules** will tell **you** how to deal with this payment.

2 Who is covered

An **employee** with a current UK, Channel Islands or Isle of Man contract of employment with an **employer** covered by the **policy** and who meets the **eligibility** conditions can choose to provide cover for an **eligible person** subject to satisfactory completion of a health declaration.

Where a health declaration cannot be completed to **our** satisfaction **medical information** may be required.

An eligible person will be covered under this policy:

- on the **start date**; or
- from the scheme eligibility date if the member joined the scheme after the start date.

2.1 What medical underwriting is required

The **eligible person** must complete and sign a health declaration to **our** satisfaction before **we** will provide cover.

Where a health declaration cannot be completed to **our** satisfaction **medical information** will be required.

Temporary Cover

We will provide temporary cover for the **eligible person** until the earlier of:

- 90 days from the date the member selected cover for the eligible person; or
- the date **we** receive the signed health declaration.

This temporary cover will exclude any claim made as a result of a **pre-existing condition**.

Cover will stop if **we** have not received the completed health declaration to **our** satisfaction within 90 days.

Temporary cover will not apply to any **member** who in respect of an **eligible person** has previously:

- been declined by us or another insurer;
- been postponed by **us** or another insurer;
- been restricted by us or another insurer; or
- has not provided full medical information.

2.2 Temporary Absence

Where a **member** is off work due to illness or injury **we** will continue to cover the **eligible person** to the **cease age**, providing premiums continue and a UK, Channel Islands or Isle of Man contract of employment is maintained with the **member**.

Where absence is due to any other reason, such as paternity, shared parental leave and adoption leave, **we** can continue to provide cover for the **eligible person** for a maximum of 36 months providing premiums continue and a UK, Channel Islands or Isle of Man contract of employment is maintained with the **member**.

For existing **schemes** temporary absence cover may be limited in line with the **scheme's rules**.

2.3 Overseas Cover

You must tell **us** about any **members** or **eligible persons** who are working **overseas** at the **policy** start date or **rate guarantee date**. **You** must also tell **us** the countries that they will be working in.

We will maintain cover for **eligible persons** who are travelling outside of the UK, Channel Islands or Isle of Man whilst on holiday, or travelling overseas on company business for example; attending conferences, company meetings, or visiting clients.

We will cover an **eligible person** who is working or residing outside of the UK, Channel Islands and the Isle of Man, provided that;

- the employee and the eligible person are working or residing in one of the listed standard territories or any additional locations detailed in your policy schedule; and
- the employee still has a UK, Channel Islands or Isle of Man contract of employment with an employer covered under this policy; and
- the premium to cover the eligible person working or residing overseas is paid in sterling by you; and
- they are still eligible for cover under the policy

You must tell **us** immediately about any **members** or **eligible persons** who are working or residing in a country that is not part of the UK, Channel Islands or Isle of Man, in a country not listed in our **standard territories** or any additional locations detailed in **your**

policy schedule. In order to consider cover, **we** will require full details of these individuals including their location and the duration they expect to be located overseas before **we** can agree cover. There may be circumstances where **we** are unable to provide cover.

Special terms and conditions may apply for cover to **overseas members** and **eligible persons**.

You should seek your own independent advice if **you** wish to continue to provide cover for any **members** who move to another territory.

3 When cover ceases

We will stop covering eligible persons when:

- the member or eligible person dies; or
- the member or eligible person is no longer eligible for the scheme; or
- When a member or eligible person moves overseas to a location not listed in our standard territories or any additional locations detailed in your policy schedule, unless otherwise agreed: or
- the eligible person reaches the cease age; or
- premiums have not been paid within 30 days of the due date; or
- you ask us to cancel the policy

whichever happens first.

We may extend cover beyond these dates if:

- the scheme rules allow it; and
- we have confirmed it in writing

4 Policy Limitations

4.1 Event limits (including sub event limits and travel limits)

We may apply an **event limit** to the **policy**.

The benefits payable may be reduced and/or limited, if **event claims** arise directly or indirectly out of or in connection with, an **event. Our** maximum liability in respect of all benefits under this **policy** and any **linked policy** for which an **event claim** shall not exceed the **event limit** amount specified on **your policy schedule**. In some instances, we may also apply a **sub event limit** or **travel limit** to **your policy.** Where these limits apply, they will be shown on **your policy schedule**.

We shall determine what is an **event** and **we** will tell **you** why **we** have reached **our** decision.

We shall be discharged from all liability for **event claims** in excess of the **event limit**, by payment of an aggregate sum up to a maximum of those specified limits, having considered all of the relevant circumstances. This may involve any form of proportionate or other reduction of any amount, which would otherwise have been made available for payment to any individual **members**, or their representatives, but for the effect of these aggregate limits. If claims considered as part of an **event** include a death in service pension element, we will use the annuity costs for the purpose of calculating if **event claims** exceed the specified **event limit**, **sub event limit** or **travel limit**.

In addition to these monetary limits, we may also apply an event time limit to the policy. The event time limit will be declared by us as soon as reasonably possible after the event, and we will tell you why we have reached our decision.

We will pay an event claim during the event time limit up to an aggregate total of the event limit. Event claims made within the event time limit, but after the event limit has been exceeded will not be paid.

Once the **event time limit** expires, the **event** and **event limit** it relates to will no longer apply and an **event claim** will be assessed as a **claim**.

5 Calculation of premiums

Premiums will be calculated on age banded rates and will depend on several factors including but not limited to:

- level of benefits insured
- eligibility and entry conditions as shown in the policy schedule
- age of the eligible persons
- gender split of the **eligible persons**
- locations of the employer or members; and
- claims history if the **scheme** has been insured before.

Premiums are collected by the **employer** and paid by **you** for each **eligible person**. They are payable in advance, monthly, or annually by direct debit, or any other method agreed with **us**.

Minimum premium

The minimum premium we will charge is usually £600.

5.1 What information is needed to calculate your premiums

Unless otherwise agreed with **us, we** will require full and accurate membership data to be sent to **us** in an electronic spreadsheet format every month and at each **anniversary date**. This should include:

- name of member and eligible person.
- eligible persons gender.
- eligible persons date of birth.
- **eligible persons** level of cover and details of any increase or decrease in benefit.
- dates of cover commencing for a new eligible person.
- dates of cover ceasing for an **eligible person**.

5.2 When premium rates are reviewed

The rates used to calculate premiums are guaranteed from the **start date** until the **rate guarantee date** and are then reviewed. The **policy schedule** will show the **rate guarantee date**.

The guarantee may not apply if there is:

- a change to the benefit basis of the policy and/or eligibility of the policy; or
- there is a material change in the nature of your business or your constitution.

The guarantee may also not apply where a change is made to reflect, in a proportionate manner, a change to the law or interpretations of the law, decisions or recommendations of a Court, Ombudsman, Regulator or similar body.

Failing to disclose information, giving false information or failing to tell **us** where any facts have changed since they were provided where done carelessly or where the failure to disclose the information was careless, gives **us** the right to amend the **policy** to be consistent with what the terms should have been based on the correct information (or cancel the **policy** if **we** would not have offered any terms for the **policy** applied for).

6 Non payment of premiums

We will cancel the **policy** upon non payment of premiums. Payment of premiums is expected within 30 days of the original request date. This will mean **you** will have no cover in place with **us** for future **lump sum benefits** and may result in an uninsured liability.

Subject to **our** reasonable requirements, **we** may reinstate cover if the premium is subsequently paid within a reasonable period where;

- no changes have been made to the **policy** which would have altered **our** decision to provide cover and subject to;
- a completed and signed health declaration in respect of an eligible person.

7 Policy changes and cancellation

7.1 What we need to know

You need to inform us immediately if:

- **you** want to change the cover or **eligibility** criteria for the membership,
- there are any material changes to the **employer** or **trustees**,
- a TUPE or group employment transfer takes place (either into or out of the policy),
- the business location of an **employer** or group of **members** changes
- any member or eligible person moves overseas to a location which is not listed in our standard territories or any additional locations detailed in your policy schedule;
- there is a change in the nature of an **employer's** business
- there is any change to the **scheme rules** that affects future or existing membership/benefits
- you want to cancel the policy.

However, we will reserve the right to cancel the policy if;

- the business location of an **employer** or group of **members** changes; or;
- there is a material change in the nature of an employer's business or;
- you do not give us the information and documentation that we need to administer the policy.
- the number of **eligible persons** covered drops to four or below.

If the provision of cover would cause, or be reasonably likely to cause, **us** to breach any law or regulation in the given territory **we** reserve the right to cease cover within that territory.

7.2 When a change can be made by you

Requests to change the **policy** can be made at any time. **We** will need to be informed in writing prior to the date **you** wish to alter the **policy**. **We** will then inform **you** of any information **we** need. **We** will write to inform **you** of **our** agreement (or reason for declining) to the change and the date from which it is effective.

7.3 When we can make changes to the policy

We reserve the right to change the terms and conditions provided for in this **policy** at any **rate guarantee date**.

We may, at each **rate guarantee date,** or at any time if required, make reasonable changes to the terms and conditions provided for in this **policy** and any **linked policy** which, are needed to:

- respond in an appropriate manner to changes in the way we administer policies of this type;
- respond in an appropriate manner to changes in general practice in the insurance industry;
- respond in an appropriate manner to changes in taxation, the law or interpretation of the law, decisions or recommendations of a Court, Ombudsman, Regulator or similar person, or any code of practice with which we intend to comply; or
- correct errors that need correcting and it is reasonable to do so.

If **we** consider any change is to **your** advantage or is needed to meet regulatory or legal requirements, **we** may make the change immediately and tell **you** at a later date.

We will tell **you** in writing of any change **we** consider is to **your** disadvantage (other than any change needed to meet any legal or regulatory requirements) at least 30 days before the change becomes effective, unless it is not possible for **us** to do this, in which case **we** will give **you** as much notice as **we** can.

Sanction checking

In order for **us** to help manage **our** exposure to the risk of financial crime, **we** will, from time to time, undertake a sanction check of the company, its directors, its ultimate parent company and its ultimate beneficial owners, as well as the country in which the company/ ultimate parent company is based. If, as a result of **our** investigations **we** believe that providing a group protection contract would place Aviva at a high risk to exposure of financial crime, **we** will reserve the right to cancel or amend the **policy** as appropriate.

7.4 How to cancel the policy

There is no cooling off period. **You** may cancel this **policy** at any time in accordance with the **scheme rules**.

If the **policy** is cancelled for any reason, a final account will be provided based on the cover that **we** have actually provided. **We** will either pay a refund to **you**, or **you** will need to pay any outstanding premiums to **us**.

All cover under this **policy** will stop on the date agreed with **us**.

Any **lump sum benefit** payments, to which entitlement has arisen, that has not been made, will still be paid.

There will be no surrender value under this **policy** if it is cancelled at any time.

We will not backdate any cancellation.

8 Claims

8.1 What information is needed to make a claim

If **you** need to make a claim **you** must give **us** written notice as soon as possible after a **eligible person's** death. **You** must provide **us** with any documents and information that **we** may reasonably need to process **your** claim.

There are two ways **you** can submit a claim;

- by fully completing an on-line claim form at aviva.co.uk/grouplifeclaim; or
- by fully completing a paper claim form.

We may be able to validate deaths electronically in some circumstances. However, where this is not possible **we** will require the **eligible person's** original death certificate or coroner's interim certificate.

We may also ask for:

- medical records of the **eligible person**;
- any necessary employment records;
- a copy of any relevant authorisation showing who is empowered to sign for and act on behalf of the **trustees**;
- evidence of membership and earnings;
- the **eligible person's** birth certificate.

Please note

We will not pay any claims made more than 2 years after the earlier of:

- the day the **scheme administrator** first knew of the **eligible person's** death; or
- the day on which the **scheme administrator** could reasonably have known of the **eligible person's** death.

Lump sum benefits are payable to the **trustees**. **We** will consider, where requested, payments elsewhere to a UK bank account. All payments will be made in pounds sterling.

9 Further policy conditions

9.1 Accurate information

We rely on the information given to us.

If any of the information **you** give **us** is untrue or incomplete, and might have reasonably affected **our** decision to provide **you** with this **policy** or the terms **we** offered for the **policy**, then **we** may:

- change the terms of this **policy** to be consistent with what the terms should have been based on the correct information; or
- restrict the benefits payable under this **policy** to be consistent with what the terms should have been based on the correct information; or
- cancel this **policy**.

Where **we** do any of these, **we** will refund any overpayment of premium less **our** reasonable expenses.

9.2 Currency and jurisdiction

This **policy** is issued in England and is subject to English Law. All payments to or by **us** under this **policy** will be made in pounds sterling.

9.3 Contacting us

If **you** need to contact **us** about this **policy**, please contact **us** at the address shown in the **policy schedule**, quoting **your policy** number. Alternatively call **us** on 0800 051 2541, or e-mail us at flex@aviva.com.

We may refuse to take action until **you** have met all of **our** reasonable requirements. **We** may ask **you** to send **us** any relevant forms or other documents, completed by the appropriate person(s).

9.4 Third party rights

No person other than Aviva Life & Pensions UK Ltd and **you** will have any rights under this **policy**. Any person who is not a party to this **policy** shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms under this **policy**. Reference to, or the consent of, any person who is not a party to the **policy** is not required for any changes to it or its termination.

9.5 Data Protection

We and **you** will act as a separate and independent **Data Controller** in relation to the **Personal Data** which is processed for the administration of the **policy**.

We and you will each comply with their respective obligations under the Data Protection Laws in respect of the processing of Personal Data

Where **Personal Data** is disclosed by **us** or **you** to the other party, the party disclosing the data will:

- only disclose the **Personal Data** for one or more defined purposes which are consistent with the terms of the **policy** (other than to comply with a requirement of applicable law to which a party is subject)
- take all reasonable steps appropriate to provide a fair processing notice to those **Data Subject(s)** whose **Personal Data** are to be disclosed under the **policy**, informing them that their **Personal Data** will be disclosed for the defined purposes;
- obtain the necessary consents or authorisations required to permit the disclosure of such **Personal Data**.

Where data is received by **you** or **us**, the recipient will notify the other without undue delay following any **Personal Data Breach** involving the **Personal Data** and each of us will co-operate with the other, to the extent reasonably requested, in relation to any notifications to **Supervisory Authority** or to **Data Subjects** which are required following a **Personal Data Breach** involving the **Personal Data**.

Each party shall co-operate with the other, to the extent reasonably requested, in relation to:

 any other communication from a **Data Subject** concerning the **Processing** of their **Personal Data** including requests to exercise their rights; and any communication from a Supervisory Authority concerning the Processing of Personal Data, or compliance with the Data Protection Laws.

10 If you have cause for complaint

Our aim is to provide a first class standard of service to our customers, and to do everything we can to ensure you are satisfied. However, if you ever feel we have fallen short of this standard and you have cause to make a complaint, please let us know. Our contact details are:

Group Protection Complaints Aviva Life & Pensions UK Ltd PO Box 3240 Norwich NR1 3ZF

Telephone: 0800 1582714 E-mail: gpcomplaints@aviva.com

We have every reason to believe that you will be totally satisfied with your Aviva policy, and with our service. It is very rare that matters cannot be resolved amicably. However, if you are still unhappy with the outcome after we have investigated it for you and you feel that there is additional information that should be considered, you should let us have that information as soon as possible so that we can review it. If you disagree with our response or if we have not replied within eight weeks, you may be able to take your case to the Financial Ombudsman Service to investigate. Their contact details are:

The Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0800 0234567

Email: complaint. in fo@financial-ombudsman. or g. uk

Website: financial-ombudsman.org.uk

Please note that the Financial Ombudsman Service will only consider your complaint if you have given us the opportunity to resolve the matter first. Making a complaint to the Ombudsman will not affect your legal rights.

Financial services compensation scheme (FSCS)

The Financial Services Compensation Scheme (FSCS) may cover your policy. It'll cover you if Aviva becomes insolvent and we are unable to meet our obligations under the policy. For this type of policy, the FSCS will cover you for 100% of the total amount of an existing claim. The FSCS will also provide a refund of 100% of the premiums that have not been used to pay for cover whether you are making a claim under the policy or not.

For further information, see fscs.org.uk or telephone 0800 678 1100.

Definitions

Anniversary date

An anniversary of the **start date**, unless **you** have agreed another date with **us**. This date is stated in the **policy schedule**.

Cease age

Midnight on the day before the age at which cover for an **eligible person** ceases, as set out in the relevant **policy schedule**. The maximum age can't exceed midnight on the day before an **eligible person's** 75th birthday.

Claim

A claim that is not an **event claim**.

Data Controller, Data Subject, Personal Data Breach, Process/Processing and Supervisory Authority

Will be the same meaning as in the **Data Protection Laws**.

Data Protection Laws

Means the General Data Protection Regulation (EU) 2016/679 (**GDPR**) (together with laws implementing or supplementing the GDPR in Member States, in each case as amended and superseded from time to time), and/or all applicable laws, rules, regulations, regulatory guidance, regulatory requirements from time to time.

Eligible/Eligibility

The factor(s) **we** consider when assessing whether or not a person can be automatically covered by the **policy.** This will be detailed in the **policy schedule**.

Eligible Person(s)

The spouse, civil partner or nominated partner for whom the **member** has elected to provide cover for under this **policy.** They must be financially dependent or interdependent with the **member.**

Employee

A person employed by the employer.

Employer

A company or other business that is participating in the **scheme**.

Event

An event declared by **us**, having considered all the relevant circumstances, to determine what constitutes the same originating cause.

Event Claim

A claim for payment of benefits that is made arising directly or indirectly out of or in connection with the same **event**.

Event Limit

A monetary limit that applies to the total value of claims that can be made following an event. Where an event limit is applied it will be shown in **your policy schedule**.

Event Time Limit

A period of time declared by **us** in which any claims that arise due to the same **event** will be paid subject to the overall **event limit**.

Excepted group life policy conditions

The conditions for being an excepted group life policy set out in section 480(3) of the Income Tax (Trading and Other Income) Act 2005.

Flex benefits

Benefits selected by the member at a qualifying period.

A **member** may increase or decrease the **eligible person's** level of cover by any number of steps subject to not exceeding the lower of the maximum benefit level allowed under the **policy** or selected maximum benefit level chosen by **you**.

Benefit level increases are limited to two per policy year;

- one at the anniversary date.
- one within 2 months of a lifestyle event.

Lifestyle event

A qualifying event allowing a **member** to increase their **income benefit** level or benefit term. The lifestyle events are detailed in the **policy schedule.**

Linked policies

The **policy** and any Aviva registered group life, excepted group life or supplementary relevant life insurance **policy** taken out by the **employer** and subsidiary undertakings of the **employer** covering different categories of **employees** and/or benefits.

Location(s)

Specified location(s) as detailed in your policy schedule

Lump sum benefit

The total lump sum benefit that would be paid for an **eligible person** in the event of a claim, as shown in **your** illustration and **policy schedule**.

Medical Information

Information including but not limited to medical history and lifestyle factors, required to fully assess the **eligible person** and enable **us** to apply an underwriting decision.

Member

An employee and eligible member of the scheme.

Overseas

Any country that is not part of the United Kingdom, Channel Islands or Isle of Man.

Personal Data

Means any personal data, as defined in the **Data Protection Laws**, disclosed by **you** or **us** to the other in the performance of that party's rights or obligations under the policy

Policy

The Aviva spouse and partner group life insurance policy (including the **policy schedule** together with any endorsements), which covers the policy benefits and forms the contract between **you** and **us**.

Policy schedule

The current schedule (as issued by **us** from time to time) stating details of the **employer**, cover provided by this **policy** and any endorsements (if applicable).

Policy year

The period between:

- the anniversary date and rate guarantee date; or
- the start date and the first anniversary date; or
- an **anniversary date** and the date of termination of the **policy** (if termination occurs before the next **anniversary date**)

Pre-existing condition

A condition that is directly or indirectly linked to any medical and/or related condition or complication that the **eligible person** was:

- aware of, or
- experienced symptoms of, or
- received medication, advice or treatment for

in the previous five years immediately preceding the 60 day temporary cover period.

Qualifying period

- The start date or scheme eligibility date or;
- The policy anniversary date or;
- within two months following a **lifestyle event**.

Rate guarantee date

The date until which rates are guaranteed to apply as shown on the **policy schedule**.

Scheme

The Excepted Scheme named as the scheme in the **policy schedule**.

Scheme administrator

The person(s) appointed in accordance with the **scheme rules** to be responsible for the day to day running of the **scheme**.

Scheme eligibility date

The earliest date an eligible person is eligible to join the scheme.

Scheme rules

The rules of the scheme.

Start date

The date the **policy** starts, and stated as the start date in the **policy schedule**.

Standard Territories

All European Union (EU) countries, Andorra, Australia, Canada, Gibraltar, Hong Kong, Iceland, Liechtenstein, Monaco, New Zealand, Norway, San Marino, Singapore, Switzerland, UAE, USA and the Vatican City.

State Pension Age (SPA)

The earliest age at which the **eligible person** can start to receive the UK State pension. The maximum state pension age we will cover is 68.

Sub Event Limit

A monetary limit that applies to the total value of claims that can be made following an **event**, for claims relating to **members** located at the **location(s)** including travelling to and from the **location(s)** for work purposes. The **location(s)** will be shown and detailed in your **policy schedule**. The **sub event limit** is included within the overall **event limit** and is not in addition to it. Where a **sub event limit** is applied it will be detailed in **your policy schedule**.

Travel Limit

A monetary limit that applies to the total value of claims that can be made following an **event**, which applies when **members** are travelling together for work purposes. The **travel limit** is included within the overall **event limit** and is not in addition to it. Where a **travel limit** is applied it will be detailed in **your policy schedule**.

Trustees/you/your

The current trustees of the **scheme** as stated in the **policy schedule**.

TUPE

Transfer of undertakings (Protection of Employment) Regulations 2006.

We/our/us

Aviva Life & Pensions UK Limited.



Need this in a different format?

Please get in touch if you'd prefer this document (GR01012 09/2022) in large font, braille or as audio.

How to contact us



0800 051 3472



a groupprotection@aviva.com



Aviva.co.uk

Calls may be recorded/monitored for our joint protection.

| Retirement | Investments | Insurance | Health |

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