Group Life Insurance for Police Federation Standalone Excepted Benefits

Policy Wording
Outline of the Policy

This policy is an excepted group life policy and must meet specific conditions including:

• the benefit formula must be the same for all members;
• we can only pay a lump sum benefit;
• we can only pay the benefit to the trustees of a discretionary trust, or at their direction, to an individual or charity;
• a member cannot normally benefit from the death of another member, except as a result of them being the spouse, civil partner or dependant of the deceased member;
• the policy must not be taken out primarily to avoid tax;
• at least 2 members must be covered at the start date of the policy.

Full details are included in the technical guide.

The policy insures the benefits payable on the death of a member or 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.

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 any surrender value at any time.
Welcome to Group Risk from Aviva

What the policy wording explains
This policy wording tells you all you need to know about your policy, including:

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

If you do need to make a claim, this information will be useful, so please keep this document somewhere safe.

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 cover the members for their insured benefit, and pay this benefit should a member die.

Contents

4 General policy conditions
5 Cover
6 Benefits
7 Premiums
8 Policy changes and cancellation
9 Claims
10 If you have any cause for a complaint
11 Definitions
General policy conditions

1 Accurate information

We rely on the information given to us. If any of this information you give us is untrue or incomplete, and would have 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, or
- restrict the benefits payable under this policy, or
- cancel this policy.

Where we do any of these, we will refund any overpayment of premium less our reasonable expenses incurred in the set up and administration of this policy.

2 Currency and jurisdiction

This policy is issued in England and is subject to the law of England and Wales. All payments to or by us under this policy will be made in the currency of the United Kingdom.

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. 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).

4 Third party rights

This policy does not give any rights to any person other than you and Aviva Life & Pensions UK Limited. No other person shall have any rights to rely on any terms under the policy.
Cover

1 Who is covered

Members and eligible persons will be covered on the start date under this policy once we have:

- confirmed that they are included, and
- received the premium due for the policy.

The eligibility conditions set out in the policy schedule will detail the requirements for joining the scheme.

There may be occasions where we apply an actively at work condition and/or medically underwrite a member or eligible person where they do not satisfy the eligibility conditions.

The absence from work conditions set out in the policy schedule will show the length of time a member can be absent from work before cover under this policy stops.

2 Overseas cover

We can cover members or eligible persons working overseas. We will cover secondment to the armed forces without a time limit. Secondment to anywhere in the world excluding the armed forces, is limited to three years maximum cover.

We will also cover a career break up to a maximum of five years.

The tax treatment of any benefit paid out for an overseas member or eligible person will depend on whether or not they have been treated as non-resident for tax purposes at any time when covered under the policy.

3 When cover stops

We will stop covering members when:

- they die
- they leave the scheme
- they leave service (unless retirement cover is selected)
- they reach policy termination age
- premiums have not been paid within 60 days of the due date
- you ask us to cancel the policy,

whichever happens first.

Where the member has elected to provide cover for an eligible person, this cover will cease at the earlier of the date:

- the member or eligible person dies
- the member leaves the scheme
- the member leaves service (unless retirement cover is selected)
- the member or eligible person reaches the policy termination age
- premiums have not been paid within 60 days of the due date
- you ask us to cancel the policy.

4 Underwriting

At the start date and each subsequent anniversary date, we may ask for general information about the members and eligible persons and their employment, such as name, date of birth, gender, salary etc so that we can assess the benefits we are providing under this policy and all linked policies.

If there are 5 or more members on the start date or anniversary date, and the benefits for any members are above the free cover limit, we will ask for more detailed underwriting information.

If benefits are below the free cover limit on the start date, we will still ask for more detailed underwriting information if the member has not:

- fulfilled any of the actively at work conditions, or
- if the member or eligible person is a discretionary entrant.

We will not apply a free cover limit if at any time there are less than 5 members covered under the policy. In such case we will need underwriting information for all new members, and we will also need it for existing members if benefits are increased. We may re-apply the free cover limit if the number of members returns to 5 or more.
Benefits

1 Recipient of benefit
We will pay a lump sum benefit under this policy as instructed and authorised by you and in line with the excepted group life policy conditions.

2 Types of benefit
We can cover members and eligible persons for a fixed lump sum benefit.

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 or eligible person has cover at a different level.

The policy schedule will show which benefits you 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.

There is no limit to the level of cover we can insure, providing reinsurance can be arranged.

A) Lump sum benefit
We will pay a single lump sum as instructed and authorised by you and in line with the excepted group life policy conditions.

We will confirm the amount payable following the member or eligible person’s death.

3 Event limits
We may have applied an event limit, and if so, this will be in your policy schedule.

We may also apply an event limit in relation to members who are travelling together for work purposes. If this applies, it will also be shown in your policy schedule.

An event limit will apply to the total benefits from all linked policies.

6 Policy wording
1 Paying for this policy

Premiums are payable monthly in arrears by BACS or cheque or any other method agreed with us. We accept premiums paid by either you or the federation paid on behalf of each member.

Premiums will be increased by 2.5% each year to cover our extra administration costs where the premiums are not paid to us on an annual basis. Where the policy covers more than 19 members, the additional 2.5% will be included within the unit rate, shown on the policy schedule.

2 Calculation of premium

We calculate the premiums payable by multiplying the number of members and eligible persons to be covered under the policy by the individual cost for that level of cover as agreed at the start date and subsequent rate guarantee dates.

Minimum premium

A minimum premium applies. This will be shown on the policy schedule.

3 Review of premiums

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 does not apply if there is:

- a change of 25% (50% for schemes with less than 20 members) or more in the number of members
- a change made at your request to the benefit payable under the policy
- a change to the eligibility criteria.

You must inform us promptly if any of these changes take place.

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.

4 Anniversary procedure

This policy will be renewed on the anniversary date and on the same date as any linked policy.

Before that date, we will tell you the information we will need to recalculate the premium payable for that policy year.

You do not need to tell us about new entrants during the policy year who have met the eligibility conditions.

Six weeks prior to the anniversary date, we will request the information needed to renew the policy. We will regularly remind you up to 90 days after the anniversary date. If the information needed is still not received after 90 days we will process the renewal and calculate benefits based on the latest information we hold. You need to provide us with up to date information at the anniversary date, otherwise this policy may not cover everything you require to meet your obligations to members.

5 Unpaid premiums

We will cancel the policy upon non payment of premiums. Payment of premiums is expected within 60 days of when we ask for them. This will mean that you will have no cover in place with us. Any entitlement to benefits that are covered and accepted, that have not already been paid, will continue to be paid by us on the terms already confirmed to you.

We have no obligations to reinstate cover but, we may reinstate cover if the premium is subsequently paid within a reasonable period, provided there have been no changes which would have altered our decision to provide cover.
Policy changes and cancellation

1 Review of terms

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 proportionate manner to changes in the way we administer policies of this type
- respond in proportionate manner to changes in technology or general practice in the insurance industry
- respond in a proportionate manner to changes in taxation, the law or interpretation of the law, decisions or recommendations of a Court, Ombudsman, Regulator or similar body, or any code of practice with which we intend to comply
- correct errors, if it is reasonable to do so.

If the 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 60 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.

2 Cancellation

We may cancel the policy if you do not pay the benefits in accordance with the excepted group life policy conditions.

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

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 payment, 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.
Claims

1 Our requirements

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

There are two ways you can submit a claim:

- by fully completing an on-line claim form at www.healthcarezone.co.uk, 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 member or eligible person’s original death certificate or coroners interim certificate.

If needed to assess the claim we may also ask for:

- a copy of any relevant authorisation showing who is empowered to sign for and act on behalf of the trustees
- the member or eligible person’s birth certificate
- medical records for the member or eligible person
- the member or eligible person’s marriage or civil partnership certificate
- any necessary employment records of the member, or
- evidence of membership and earnings of the member.

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

- the day the scheme administrator first knew of the death; or
- the day on which the scheme administrator could reasonably have known of the death.

2 Payment of claims

We will make all payments as instructed and authorised by you and in line with the excepted group life policy conditions.

All payments will be made in the currency of the United Kingdom.
Our aim is to provide a first class standard of service to our customer, 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 Risk Complaints
Aviva Health UK Ltd
PO Box 540
Eastleigh
SO50 0ET
Telephone: 0800 404 9541
E-mail: grcomp@aviva.co.uk

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
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Telephone: 0300 123 9123
Email: complaint.info@financialombudsman.org.uk
Website: www.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 will 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 90% of the total amount of an existing claim. The FSCS will also provide a refund of 90% 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 www.fscs.org.uk or telephone 020 7892 7300.

Financial services compensation scheme (FSCS)

The Financial Services Compensation Scheme (FSCS) may cover your policy. It will 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 90% of the total amount of an existing claim. The FSCS will also provide a refund of 90% 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 www.fscs.org.uk or telephone 020 7892 7300.
Definitions

Throughout this document certain words are shown in bold type. These are defined terms and have specific meaning when used in this policy wording. The meanings of these words are set out below.

**Actively at work**
Means a member is actively at work and not working against medical advice. The member must be:
- following their normal occupation,
- working their normal number of contracted hours, and
- working at their normal place of business or at a location where the business needs them to travel.

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

**Discretionary entrant**
A discretionary entrant is a member or eligible person who requires cover, but has joined the scheme outside of the eligibility window as detailed on the policy schedule.

**Eligibility**
The factor(s) we consider when assessing whether or not a person can be automatically covered by the policy.

**Eligible person**
The spouse, civil partner or nominated partner for whom the member has elected to provide cover for under this policy or, the natural or adopted child of the member or any other child who was, in the trustee's option, financially dependent on the member.

**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 and detailed in your policy schedule.

**Excepted group life policy conditions**
An excepted group life policy is defined in section 480(3) of the Income Tax (Trading and Other Income) Act 2005 and must meet the conditions set out in sections 481 and 482 of the Act. These conditions may change from time to time and are set out in the policy technical guide.

**Federation**
The Police Federation branch that is participating in the scheme.

**Free cover limit**
The level of benefit (as stated in the policy schedule) under which underwriting is not needed.

**Linked policies**
Any Aviva excepted group life or terminal illness insurance policy taken out on behalf of the federation covering different categories of members and/or benefits.

**Member**
The new recruit, serving officer or retired officer of the police federation covered under the scheme.

**Overseas**
A member or eligible person working or residing in any country that is not part of the United Kingdom, Channel Islands or Isle of Man.

**Policy**
The Aviva Group Life insurance policy which covers the scheme benefits and forms the contract between the scheme trustees and Aviva. The application, policy wording, all future declarations made by you, the policy schedule and policy costing form part of the contract.

**Policy schedule**
The current schedule (as issued by us from time to time) stating details of the federation cover provided by this policy and any special provisions (if applicable).

**Policy termination age**
Midnight on the day before the age at which cover for a member or eligible person ceases, as set out in the relevant policy schedule applicable to that member. The maximum age can’t exceed midnight on the day before a member or eligible person’s 75th birthday.

**Policy year**
The period between:
- two anniversary dates, or
- the start date and the first anniversary date.

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

**Scheme**
The scheme named as the scheme in the policy schedule.
**Scheme administrator**
The person(s) appointed to be responsible for the day to day running of the scheme.

**Scheme rules**
The rules of the scheme.

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

**Trustees / you / your**
The current trustees of the scheme as stated in the policy schedule.

**Underwriting information**
This is information we need to assess the risk of providing the cover for the members and eligible persons. This will include but not be limited to the member’s or eligible person’s age, gender, benefit, state of health, medical history, occupation, place of residence, lifestyle and recreational activities.

**We/our/us/Aviva**
Aviva Life & Pensions UK Limited.