

# COVID-19 update from Aviva

## Group Protection

### Background

With the news that COVID-19, more commonly known as Coronavirus, is spreading across the UK we wanted to provide you with clarification around Aviva's reaction to the pandemic and how we aim to help protect our customers, colleagues and associates.

### Claims

**Life Insurance:** "Death claims arising from the COVID-19 would be paid, subject to the usual policy terms and conditions."

**Critical Illness:** "Although the COVID-19 isn't a covered condition on critical illness policies, if complications as a result of the virus lead to other criteria being met, (for example kidney failure, liver failure, heart failure or respiratory failure), the claim would be met subject to the terms and conditions of the specific policy."

**Income Protection:** "Income Protection customers with the COVID-19 infection who are unable to work past the deferred period on their policy would be covered, subject to the terms and conditions of their policy."

#### **Q Will Aviva need to see any additional information for claims?**

**A** We'll need to be notified when COVID-19 is the cause of a claim. In the event of a mortality, our claim forms ask for cause of death. If the cause of death isn't notified on a form we receive, Aviva will contact the scheme Trustees, the employer, or the appointed IFA to find out the cause of death. Where certificates are required to validate a claim, we'll prioritise dealing with these promptly and make sure our service standards will continue to be met.

All other existing information requirements remain unchanged.

## Event limits

Where a claim is made under Aviva's group life policies as a result of COVID-19, the **event limit** detailed in the policy conditions will apply.

Aviva has been monitoring the development of COVID-19. The situation is dynamic and progressing rapidly. We concluded that COVID-19 met our definition of a single originating cause once it was clear that there were multiple confirmed cases of infection in the UK, that there was evidence of mortality of individuals ordinarily resident in the UK, and that there was evidence that the number of infections was increasing.

### Q Is a 'pandemic' included in your definition of a 'catastrophe'?

A We don't provide specific criteria for the definition of a catastrophe. The clause may be applied to a range of scenarios, subject to there being a single originating cause of claims.

### Q Can the catastrophe clause only be invoked when a pandemic is formally declared?

A No. The application of the catastrophe clause is at Aviva's discretion, subject to the requirement that there is a single originating cause of claims.

### Q Where can the client find details of a scheme's event limit?

A Details of the particular scheme event limit can be found in the policy schedule.

### Q Is a time limit applied to the event limit?

A No, a time limit does not apply.

### Q How is Aviva's event limit defined?

A This is the wording, as set out in policy conditions:

#### Event limits

We may apply an **event limit** to the **policy**. The benefits payable may be reduced and/or limited, if claims arise directly or indirectly out of or in connection with, the same originating cause. **Our** maximum liability in respect of all benefits under this **policy** and any **linked** policy for which a claim for benefits is made arising directly or indirectly out of or in connection with the same originating cause shall not exceed the amount specified on **your policy schedule**.

**We** shall, having considered all the relevant circumstances, determine what constitutes any one same originating cause and **we** will tell **you** why **we** have reached our decision.

**We** shall be discharged from all liability for 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.

**We** may also apply an **event limit** in relation to **members** who are travelling together for work purposes.

# Travel Restrictions

---

**Q Do your policy terms require clients to follow Foreign & Commonwealth Office (FCO) travel guidance?**

**A** During the quotation process, we ask about a client's business travel. As part of our medical underwriting process we will ask individuals about their business travel. Personal travel undertaken by an individual on their own behalf would not be expected to be disclosed, and would not invalidate cover. Unless we have applied a specific restriction, which will be noted on the policy schedule, Aviva's standard terms and conditions don't include any restrictions or exclusions for business travel against FCO advice at the current time.

**Q Do any additional travel information requirements apply to forthcoming rate reviews or quotes?**

**A** Before the policy commences, or when rates are reviewed, we'll ask the employer to tell us about any business travel. This will be detailed when the quote or rate review is obtained. Once that information has been provided, insured employees will be covered wherever they travel in the world. This is based on our current terms & conditions and practice.

# Temporary Policy Adjustments

## Q Can an employee carry out alternative work with another organisation during the pandemic ?

A For a period of three months from 16 March 2020 to 15 June 2020 inclusive, if for business reasons due to COVID-19 an employer agrees to allow their employees to carry out voluntary work or temporary employment elsewhere, this will not affect the level of cover under their Aviva Group Protection scheme. This position will be honoured for as long as premiums continue to be paid for the full insured benefits and they remain an employee with a UK contract of employment with the policyholder. Our normal terms and conditions in respect of claims assessments will still apply. We would, as always, ask if this applies to an existing Group Income Protection claimant that our claims team are notified of this intention in case of any impacts on benefits due.

## Q Where an employee has had their hours or pay reduced by their employer, will we consider retaining cover based on the member's salary prior to the reduction?

A **Group Life:** For Group Life, in the event that an employee is subject to reduced pay or moved to zero hours, we will be happy to continue to offer cover based on their full pay, provided that a contract of employment remains in place and premiums continue to be paid based on their full amount of cover.

**Group Income Protection Earnings:** For a period of three months from 16 March 2020 to 15 June 2020 inclusive, if we are satisfied via the employer that an insured members earnings have been temporarily reduced or put to zero for business reasons due to COVID-19 and if incapacity occurs in this period, COVID-19 related or not, we will honour the definition of earnings on the scheme as at the day prior to the reduction. This position will be honoured providing premiums continue to be paid for the full insured benefits and a UK contract of employment is maintained. Our normal terms and conditions in respect of claim assessments will still apply.

**Group Critical Illness Benefit Limits:** For a period of three months from 16 March 2020 to 15 June 2020 inclusive, if we are satisfied via the employer that an employees' earnings have been temporarily reduced or put to zero for business reasons due to COVID-19, we will honour the salary definition on the scheme as at the day prior to the reduction for calculating the maximum benefit limit of five times their salary. The same position will be applied in respect of a claim for the partner of an employee, subject to the normal maximum. This position will be honoured providing premiums continue to be paid for the full insured benefits and a UK contract of employment is maintained with the employee. Our normal terms and conditions in respect of claim assessments will still apply.

## Q What is our stance regarding flexible benefit schemes?

A If for business reasons due to COVID-19, a customer is unable to facilitate an annual flexible benefits selection window, Aviva will allow the customer to maintain current benefits selections for the following year e.g. Aviva will allow a client to skip the annual flex window for 2020.

## Q Are Aviva applying any restrictions on Life Insurance?

A Other than the event limit, there are no other existing restrictions on the cover, subject to any scheme specific exclusions or limitations set out in the client's policy schedule. Individual members' benefits could be restricted due to medical underwriting terms.

## Q If there is a delay to the medical underwriting process, will temporary cover be extended?

A Aviva is monitoring the situation – we'll provide further guidance if COVID-19 causes any delays in the medical underwriting process.

## **‘Actively at Work’**

---

**Employees who are required to work from home following overseas travel, or due to business continuity plans, would be treated as Actively at Work as set out in Aviva’s terms and conditions. This is provided that they:**

- aren’t working against medical advice
- are following their normal occupation; and
- are working their normal number of contracted of hours.

**Aviva will consider someone to be Actively at Work if they:**

- would have been capable of performing their job role if they hadn’t been required to self-quarantine
- work from home, or at a location that is not their normal place of work, provided they aren’t working against medical advice.

### **Q If a member is self-isolating and then becomes infected, how would this affect deferred periods for Group Income Protection?**

- A** The deferred period will start from the point that an individual is unable to work due to COVID-19 and satisfies the definition of incapacity as set out in the terms and conditions of the policy.

### **Q If a member has become infected and then had kidney failure, would this count as a valid claim under a Group Critical Illness (GCI) policy?**

- A** COVID-19 is not a condition covered by GCI, but GCI would pay out in instances where, as a consequence of contracting COVID-19, a member goes on to contract a covered condition.

# Business Continuity Plan

## **Q Has your organisation taken precautions to mitigate the spread of COVID-19?**

**A** We take advice from the World Health Organisation (WHO) and the governments in each market we operate. We've significantly increased our IT capacity to enable our people to safely work from home and continue to service our customers and intermediaries. For the small number of key workers still required to come to our offices, we're taking all necessary precautions to ensure their safety and wellbeing, including deep cleaning, closure of common areas and adequate distancing between desks.

## **Q Have steps been taken to address any potential impacts associated with third parties who support your operations?**

**A** We insist that all third-party suppliers have an active business continuity and disaster recovery plan appropriate to the level of services they provide to us and/or our customers. Disaster recovery and business continuity plans are revisited on an annual basis.

## **Q Will Aviva relax processes which require documents to have a wet signature, so that scanned copies will be accepted instead?**

**A** Where an Aviva digital solution is unavailable and previously we have insisted on 'wet signatures' and asked for them to be posted to us, we can now accept the following methods of signature:

- Forms printed off, signed then scanned and emailed to us
- Genuine digital crypto-based signatures

We will also be prepared to accept all other forms of electronic signature but only if accompanied by an email from the work account of the individual signing the form or, in respect of a member, an identifiable personal email account of the individual concerned. This is a temporary measure we have put in place to help alleviate the administrative difficulties our clients currently face.

## **Q Can brokers and clients still contact members of the team via the usual numbers?**

**A** Yes, you can continue to use your usual contact numbers. In the event of any changes to this, we'll notify you accordingly.

## Generic Disclosure

The situation with COVID-19 is dynamic and developing quickly. As a consequence, Aviva reserves the right to update this guidance at any time. In the event that guidance is updated, Aviva will endeavour to produce an updated guide as soon as practicable. Any updated guidance would apply immediately.

## What guidance do you offer regarding COVID-19?

We believe the best approach to an emerging pandemic is to have a strong, consistent and joined-up approach nationally, in line with the public health response. So, we'd encourage all customers to follow government and NHS advice on COVID-19.

We will continue to monitor the situation and take advice from the:



**World Health Organisation (WHO).**

For more information about COVID-19 and advice on preventing the infection from spreading, please visit the:



**Public Health England information pages.**



**Public Health Wales information pages.**



**Public Health Scotland information pages.**



**Public Health Northern Ireland information pages.**