

Death Insurance Plan – Policy Schedule

Policy Number	731161
Policy Name	Approved Group Life Plan for members of the National Federation of Voluntary Service Providers' Pension & Life Assurance Scheme.
Policy Owner	Trustees of the National Federation of Voluntary Service Providers' Pension & Life Assurance Scheme.
Commencement Date	01/02/2024
Eligibility for Application for Membership	All members eligible for inclusion for retirement benefits in the National Federation of Voluntary Service Providers' Pension & Life Assurance Scheme.
Sum Assured	Three Times Pensionable Salary at date of death, subject to a minimum payment of €5,000.
Pensionable Salary	As defined in these Conditions.
Ceasing Age	65th Birthday
Premium Rate as at 01/02/2024	0.43% of Members' Pensionable Salary per annum
Frequency of Premium Payment	Monthly in Arrears
Premium Rate Review Date	01/02/2028

This Policy is issued by Aviva Life & Pensions Ireland Designated Activity Company (referred to in the Policy as "Aviva") on the basis of the Proposal made by the Policy Owner.

Provided that all due Premiums have been paid and all Conditions complied with, Aviva will pay the Sum Assured in the circumstances described in the Policy.

I S S U E D E L E C T R O N I C A L L Y



BRIAN HOSFORD

Authorised Official

26/08/2024

Death Insurance Plan

Policy Conditions

Introduction

These conditions and the Policy Schedule set out the details of the contract.

In this **Policy** words importing the masculine gender shall, unless the contrary intention appears, also import the feminine gender.

Please read the **Policy** carefully and keep it in a safe place.

This Policy provides benefits that are written under trust.

This is a Defined Contribution Scheme for the purposes of the Pensions Act 1990, designed to qualify as an exempt approved scheme under Chapter 1 of Part 30 of the Taxes Consolidation Act 1997 and established under Trust with formal Rules.

1 CONTRACT AND DEFINITIONS

1.1 The Policy

These Policy Conditions together with your Policy Schedule and application form are your contract with **Aviva**. It's important that you read the Policy Conditions carefully together with the Policy Schedule and keep both documents in a safe place.

Any statements made by a **Member** on any form of application required by **Aviva** or made to a medical officer appointed by or acting for **Aviva** will also be the basis of the contract in so far as it relates to that **Member's** insurance.

1.2 Definitions

In these conditions the following words and phrases will have the following meanings:

Average Eligible Fluctuating Payments

At any time, the greater of:

- (i) The annualised average monthly amount of **Eligible Fluctuating Payments** in the previous 36 months; or
- (ii) The annualised average monthly amount of **Eligible Fluctuating Payments** since the **Member** joined service, if the **Member** has less than 36 months' service.

Aviva

Aviva Life & Pensions Ireland Designated Activity Company, trading as Aviva Life & Pensions Ireland and Aviva.

Basic Pay

At any time, the highest annualised amount of monthly **Standard Pay** in the previous twelve months.

Carer's Leave

Unpaid leave granted to a Member, in line with statutory requirements.

Ceasing Age

As specified in the Policy Schedule.

Commencement Date

The Commencement Date of the Plan as set out in the Policy Schedule.

Eligible Fluctuating Payments

In addition to Basic Pay, the following items qualify as part of **Pensionable Salary**:

- (i) Saturday Premium
- (ii) Sunday and Bank Holiday Premium
- (iii) Anti Social Duty Premium
- (iv) Night Duty Premium
- (v) Holiday Premium Pay
- (vi) Sleep-In Premium
- (vii) Acting Allowance over 1 Year
- (viii) Responsibility Allowance over 1 Year
- (ix) Long Stay Allowance

Ineligible Fluctuating Payments

For the avoidance of doubt, the following items do not qualify as **Eligible Fluctuating Payments**:

- (i) Overtime paid at a premium rate
- (ii) Travel payments
- (iii) Subsistence payments

Member

Means any member of the National Federation of Voluntary Service Providers' Pension & Life Assurance Scheme who has been accepted by **Aviva**, and in respect of whom the appropriate **Premiums** have been paid.

Pensionable Salary

At any time, the aggregate of **Basic Pay** and **Average Eligible Fluctuating Payments** in respect of a **Member** who is actively at work. In respect of any other **Member**, the last aggregate of **Basic Pay** and **Average Eligible Fluctuating Payments** recorded before payment to them ceased.

Policy Owner

The Corporate Body, Person or Firm as set out in the Policy Schedule

Premium

The monetary amount in respect of the Sum Assured applicable to a Member.

Premium Rate

The rate of premium notified to the **Policy Owner** by **Aviva** as applicable to this **Policy** and as amended from time to time under these conditions.

The rate of premium for this Plan is as set out in the Policy Schedule.

Proposal

The Proposal signed and dated for and on behalf of the **Policy Owner**.

Retained Benefit

Any amount payable on death that applies to a **Member** from a previous employment.

Special Leave

In respect of a **Member**, means leave from employment, with the consent of his/her employer, that is not annual leave or sick leave, and is approved by **Us** as qualifying for waiver of **Premium**, as specified in these Conditions.

Adoptive leave; compassionate leave; force majeure leave; health & safety leave; maternity leave; parental leave; paternity leave; shall all qualify as **Special Leave**. At **Our** discretion, other types of leave from employment may be treated as **Special Leave** and will at all times be subject to the terms of these Conditions.

Standard Pay

At any time, the amount of pay that is set as a regular monthly amount for a **Member** at their specific grade.

Us, We, Our

Aviva Life & Pensions Ireland Designated Activity Company.

1.3 Interpretation

- (i) Where appropriate, words in the masculine include the feminine and words in the singular include the plural and vice versa.
- (ii) Condition and Section headings have been inserted for convenience only and do not form part of the Policy Conditions.
- (iii) References to legislation include all relevant amendments, replacements, secondary legislation and regulations.
- (iv) The Policy Conditions should be read in their entirety. Whether or not it specifically refers to them, a condition may be qualified by other relevant conditions and these Policy Conditions may be qualified by special conditions in the Policy Schedule.
- (v) Terms such as “including” and “in particular” are used to mention specific or important examples of what's referred to in the preceding more general wording but do not limit the meaning or extent of that more general wording.
- (vi) Where we say we can or may do something this indicates potential scope of cover under the **Policy** or that we may at our discretion do that thing. For example, it does not, even where you meet any criteria for extending the cover, indicate any commitment by us to extend the cover beyond what is actually currently covered as per the Policy Schedule. Where we exercise discretion under this **Policy**, we will do so acting reasonably but this does not prevent us taking our own commercial interests into account where appropriate.

2 PREMIUMS

2.1 Payment of Premiums

If **Premiums** are payable annually, the 1st **Premium** is due on the **Commencement Date** and thereafter on the Renewal Date each year.

If **Premiums** are payable by instalments, they must be paid at periodic intervals beginning on the **Commencement Date**, according to the frequency set out in the Policy Schedule.

Premiums, payable by the **Policy Owner**, are as set out in the Policy Schedule.

2.2 Days of Grace

Thirty days of grace are allowed for the payment of **Premiums**. In the event of a claim, **We** reserve the right to seek payments of any arrears due before payment of the claim is made.

2.3 Non Payment of Premiums

If any **Premium** is not paid then the liability of **Aviva** will cease as at the due date of the unpaid **Premium** for all **Members**.

During the two months following the due date of the unpaid **Premium** **Aviva's** liability may be reinstated. Reinstatement will be subject to production of evidence acceptable to **Aviva** of the state of health of the **Members** and of any other factors affecting the risk and will be on such terms and conditions as **Aviva** will require, including payment of all arrears of **Premium** together with an additional amount to be determined by **Aviva**.

2.4 Rates and Guarantees

The **Premium Rate** as at the **Commencement Date** shall be a per capita rate of the total of the **Members** included under the **Policy**. The **Premium** payable at any frequential payment date will be calculated by applying the **Premium Rate** to the total number of **Members** at that date included under the **Policy** and adjusted to take account of the frequency of the payment. These **Premiums** will be adjusted where necessary to take account of any Benefit which, has been declined by **Aviva**.

Provided always that **Aviva** reserves the right to revise the **Premium Rate** at any anniversary of the **Commencement Date** on which the number of **Members** included under the **Policy** alters by more than 25% compared with the number of **Members** included at the previous anniversary of the **Commencement Date**.

Subject to the above the **Premium Rate** will remain unaltered up until the **Premium Review Date** as set out in the **Policy Schedule**. On that Date and on any subsequent **Premium Review Date** **Aviva** will have the right to charge a new **Premium Rate** for all Benefits insured under the **Policy**.

For the avoidance of doubt, a **Premium** is due in respect of any Member who is absent from work and is still in receipt of **Pensionable Salary**.

2.5 Premiums Waived in Respect of Certain Members

We do not require the payment of a **Premium** in respect of the following **Members**:

- (i) Those absent from work due to illness or injury and who are not in receipt of **Pensionable Salary**.
- (ii) Those whose membership of the **Plan** has been maintained during a period of unpaid **Carer's Leave**, up to a maximum period of 104 weeks. At **Our** discretion, this period may be extended on request by the Trustees.
- (iii) Those who are absent from work due to unpaid **Special Leave**, up to a maximum period of 52 weeks. At **Our** discretion, this period may be extended on request by the Trustees.

3 BENEFITS, EXCLUSIONS, RESTRICTIONS AND LIMITATIONS

3.1 Conditions of Membership and Cover

The only persons eligible to be included as **Members** under this Policy are those who satisfy the eligibility conditions under the Plan as set out in these conditions.

The liability of **Aviva** in respect of a **Member** will terminate if the **Member** ceases to be eligible in accordance with the foregoing.

3.2 Benefit(s)

On the death of a **Member** the Benefit(s), as set out in the Policy Schedule are payable. The Benefit(s) in respect of **Members** will be determined on the date of the occurrence of the event giving rise to a claim. The **Sum Assured** in the Policy Schedule may be reduced, if necessary to maintain regulatory limits, by any **Retained Benefit** in respect of that **Member**.

3.3 Cessation of Benefit(s)

The Benefit in respect of a **Member** under this Policy will cease

- (i) on attaining the **Ceasing Age**; or
- (ii) on ceasing to satisfy the Eligibility Conditions as set out in the Policy Schedule; or
- (iii) on otherwise ceasing to be eligible for corresponding benefit(s) under the Plan.

3.4 War Risks

No initial or additional benefit shall be effected on the life of a person who is serving in the armed forces of any country or is otherwise engaged in a form of national service.

Benefit(s) will not be payable in the event of the death of the **Member** arising directly or indirectly from any war (whether there has been a declaration of war or not) or from any cause if he becomes a member of the armed forces of any country or otherwise becomes engaged in a form of national service.

4 MAKING A CLAIM AND BENEFIT PAYMENTS

4.1 Making a claim

Aviva must receive the following before it can make a payment under this Policy

- (a) The death certificate of the **Member**
- (b) A completed claim form
- (c) Such further information as **Aviva** may deem necessary to support the claim.

Aviva will not be liable until evidence of age of the **Member** satisfactory to **Aviva** has been produced.

4.2 Payment of Benefit

The **Sum Assured** is paid to the **Policy Owner**.

Payment is made within 10 working days from the time all requirements have been received. **We** cannot pay any claim until all requirements have been received.

If the **Sum Assured** is not paid within 2 months of the date of death of the **Member**, interest becomes payable. The interest paid will be based on the relevant market rate from the end of the two month period until the actual date of payment.

Once a claim is admitted and paid in accordance with the terms of this **Policy** this will be a full and final discharge of **Our** liability under the **Policy** and we will not be liable for any subsequent decision taken by the **Policy Owner** with regards to payment of any benefit paid.

5 GENERAL CONDITIONS

5.1 Law and currency

All money payable to or by **Us** will be paid through its registered office in the currency of the Republic of Ireland. The payment or acceptance of payment by **Us** at any other place will not be deemed to waive this Condition as regards any subsequent payments. This Policy will be read and construed in accordance with the law of the Republic of Ireland.

5.2 Misrepresentation and/or Non-disclosure – Member

We admit applicants to membership of **The Plan** on the understanding that the information given in any application form and the declaration section are true and complete, that the applicant was resident at the time he/she completed the application form and that we have been given all relevant information in relation to his/her membership of **The Plan**. If this is not the case or if the applicant or anyone acting on behalf of the applicant makes an untrue statement or omits to disclose any relevant information, including but not limited to the provision of evidence or information requested under these Conditions relating to Accurate Information in connection with any claim for benefit, then we may determine to do one or more of the following:

- (a) reduce the Benefits for that **Member**
- (b) increase the **Premiums** for that **Member**
- (c) not to pay any **Benefits** to that **Member**
- (d) cancel that **Member's** membership of The Plan, with or without a refund of **Premiums**
- (e) recover any **Benefits** already paid in respect of that **Member**.

5.3 Misrepresentation and/or Non-disclosure – Policy Owner

If the **Policy Owner**, or anyone acting on his/her behalf, makes an untrue statement or omits to disclose any relevant information, including but not limited to the provision of evidence or information requested under these **Conditions** relating to **Accurate Information**, then **We** may determine to cancel **The Plan** and no **Benefit** whatsoever will be payable thereafter.

5.4 Accurate Information

We have issued this **Policy** on the understanding that the information given in the application form and the declaration section are true, accurate and complete, that the **Policy Owner** and all **Members** were resident in the Republic of Ireland at the time the application form was completed and that **We** have been given all relevant information in relation to the taking out of this Policy with **Us**. If this is not the case or if the **Policy Owner**; a **Member**; or an applicant for membership; or anyone acting on their behalf; makes an untrue statement or omits to disclose any relevant information, then **We** may determine to do one or more of the following, either in respect of **The Plan** or an individual **Member** or applicant for membership of **The Plan**, as appropriate:

- (a) reduce the **Benefits**
- (b) increase the **Premiums**
- (c) not to pay any **Benefit**
- (d) cancel the **Policy** with or without a refund of **Premiums**
- (e) recover any **Benefits** already paid

5.5 Notification by the Policy Owner

Any notification to be given under this **Policy** by the **Policy Owner** to **Us** shall be in writing and signed by such persons as may be authorised by the **Policy Owner** for the purpose. The receipt of the **Policy Owner** or any person authorised by the **Policy Owner** for any **Benefits** or moneys to be payable shall be a complete discharge to **Us**.

5.6 Aviva's right to change Policy Conditions.

We will have the right to vary these Policy Conditions on the **Premium Review Date** or on any subsequent **Premium Review Date** provided that written notice has been given by **Us** to the **Policy Owner** notifying them that such change will take effect from that **Premium Review Date**.

5.7 Taxation

We will apply all applicable taxation, duties or levies to the **Premiums** or **Benefits** payable in respect of this **Policy**. If there is a change in applicable legislations relating to the tax, duties or levies that **We** must pay in relation to this **Policy** then **We** may make appropriate changes to this **Policy** or **Premium** to reflect these changes, without prior notice being given to the **Policy Owner**.

5.8 Tax Treatment of Aviva

Regardless of anything to the contrary in these Policy Conditions, **Aviva** will not be obliged to accept further **Premiums** under your Policy if the Revenue Commissioners alter the tax treatment of **Aviva** relating to the Policy.

If, further to this Condition, **Aviva** declines to accept further **Premiums** from any date, your Policy will be terminated at that date and no Benefit will be payable thereafter. If, further to this Condition, **Aviva** declines to accept further **Premiums** from any date, your Policy will be terminated at that date and no Benefit will be payable.

5.9 Assignment

No **Benefit** under this Policy may be assigned to a third party.

5.10 Family Law and Pensions

If a **Member** is involved in a judicial separation, divorce, dissolution of a civil partnership or ending of a relationship with a qualified cohabitant, a pension adjustment order may be granted by the courts over the benefits we may pay from this policy when the **Member** dies.

5.11 Communication with the Policy Owner

We may communicate with the **Policy Owner** via an authorised agent, broker or consultant, duly appointed for that purpose by the **Policy Owner**. References in this document to notifications of events to the **Policy Owner** by **Us** do not necessarily imply that such communication will take place directly with the **Policy Owner**.

5.12 General

The failure by **Us** to insist on the strict performance of any covenant or duty of a **Member** or the **Policy Owner**, or to pursue any remedy available to it under these Policy Conditions or otherwise, shall not constitute a waiver or breach of that remedy.