

# Critical 3 with Life Insurance

## Insurance Details



**Life Insurance**

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# Welcome to Aviva

## Thanks for choosing Critical 3 with Life Insurance from Aviva

### Who are we?

Aviva Life & Pensions 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.

### How to use this document

The purpose of this document is to explain how Critical 3 with Life Insurance works – it gives you all the terms and conditions of the insurance. Please read this document carefully and keep it in a safe place in case you need to make a claim. There are three important documents to keep safe together, as they form your policy with us:

- the Insurance Details (this document)
- the Insurance Summary (a personalised summary of your insurance), and
- the Application Details (the answers you gave when you applied for the insurance).

You'll find these in your welcome pack when you took out your insurance.

If there's anything that isn't clear about the insurance you've purchased from us or if you have any questions, please get in touch.

### The language we use in the Insurance Details

'We', 'us' or 'our' means Aviva Life & Pensions UK Limited. 'You' or 'your' means the person(s) insured or, where appropriate, anyone legally entitled to the insurance payout – unless a different meaning is given in a particular paragraph of this document.

Some words in this document are **bold**. These are words that we provide an extra definition of. They're all explained in section 4.



## How to contact us

### Call us on:

 0330 390 0510

If calling from outside the UK, please call: +44 330 390 0510

**Email us at:** [enquiries@protection.aviva.com](mailto:enquiries@protection.aviva.com)

### Write to us at:

Aviva Life & Pensions UK Limited, PO Box 12010, Harlow, CM20 9LG

We're open Monday to Thursday, 8.30am to 6pm and Friday, 8.30am to 5.30pm except bank holidays.

Please note these opening hours are UK local time. To make sure we have an accurate record of the instructions, we may record or monitor phone calls.

For more information visit [protection.aviva.com](http://protection.aviva.com)

### Need this in a different format?

Please get in touch if you'd prefer this brochure  
**(EDCO2262)** in large font, braille, or as audio.

## Section 1

# Your insurance

Critical 3 with Life Insurance is a type of insurance that's designed to support you and your family financially when you're seriously ill or die.

### 1.1 Critical 3 with Life Insurance

#### Who can take out Critical 3 with Life Insurance?

When you apply for your **insurance**, you must be resident in the **UK**. You'll need a **UK** bank account.

At the time you apply for this **insurance** you must:

- be in the **UK** with a legal right to live in that jurisdiction, and
- consider your main home as being in the **UK** and have no current intention of moving anywhere else permanently.

You need to tell us if you move outside of the **UK** and your main residence is in another territory. Laws in the territory you become resident in may affect your ability to continue to benefit fully from the features of your policy. We may need to change, reduce or remove any of your policy terms. We'll give you details once you've told us. You should seek your own independent advice.

Regardless of what is set out elsewhere in these terms we will not be obliged to exercise any of our rights and/or comply with any of our obligations under this policy, if to do so would cause, or be reasonably likely to cause, us to breach any law or regulation in any territory.

#### When we'll pay

We'll pay your **insurance** if you:

- die
- are diagnosed with a **terminal illness**, or
- are diagnosed with one of the specified **critical illness** conditions.

If you've chosen **single life insurance**, your **insurance** stops once we've paid a claim.

If you've chosen **joint life insurance**, we'll pay out if one of you dies or is diagnosed with a **terminal illness**, cancer, heart attack or stroke before your **insurance** ends. Once we've paid a claim, your **insurance** will end.

#### How much we'll pay

If you've chosen level **insurance**, we'll pay the **insurance amount** that's shown in your **Insurance Summary**.



If you've chosen increasing **insurance**, your **Insurance Summary** will show the **insurance amount** for the first year. Each year on the anniversary of when your **insurance** started, the **insurance amount** increases in line with the **Retail Prices Index**, up to a maximum annual increase of 10%. We'll write to you to update you on the **insurance amount**. The amount you pay will also increase each year.

If you've chosen decreasing **insurance**, the **insurance amount** will reduce each month after the first month of your **insurance**, to reach zero when your **insurance** ends. This is based on the capital outstanding on a repayment mortgage that has an annual interest rate of 8% for the duration of your **insurance**.

### Mortgage guarantee

With our mortgage guarantee, if you've chosen decreasing **insurance** in connection with a mortgage, and at the time of making a successful claim the **insurance amount** is less than the amount of the outstanding mortgage, we'll pay the amount outstanding on your mortgage, provided that:

- the difference between the **insurance amount** and the outstanding mortgage is solely due to the mortgage being charged an annual interest rate higher than 8%
- the initial interest rate charged on the mortgage at the start of your **insurance** was less than 10%
- your **insurance** doesn't end before your mortgage is due to be repaid, and
- the **insurance amount** at the start of your **insurance** was at least the size of the mortgage, or the part of the mortgage your **insurance** covers.

### When we won't pay

We won't pay out your **insurance** if any of the following apply:

- you or your personal representatives don't give us the medical or other evidence we ask for
- you're diagnosed with a **critical illness** that we don't insure, or you're diagnosed with cancer, heart attack or stroke but the diagnosis doesn't meet our definition
- your diagnosis doesn't meet the criteria for our definition of **terminal illness**
- we find that you've given us inaccurate, incomplete or false information on your application, which would have affected our decision to offer you **insurance** or would have led us to offer it with different conditions
- you don't keep up your regular payments to us
- you don't satisfy the geographical restrictions set out in the 'Claiming on your insurance' section

- the **terminal illness** claim wasn't submitted while the **insurance** was active, before the **insurance** ended, or your **insurance** has ended.

If you didn't purposely give us incomplete or inaccurate information, we may amend your **insurance** to reflect the true, complete and accurate information had it been provided by you when you applied for the **insurance**. We're entitled to do the following:

- If we wouldn't have offered you the **insurance**, we'll cancel the **insurance** and refund any payments you've already made.
- If we'd have offered different terms and conditions for the **insurance** (other than your payments), we'll change the terms and conditions and treat the **insurance** as having had the different terms and conditions from the start of **insurance**.
- If we'd have offered the **insurance** with higher payments from you, we may reduce the **insurance amount** to reflect the higher payments that would have applied. In these circumstances, we'll use this formula:

New **insurance amount** = existing payments x original **insurance amount**, divided by higher payments.

## 1.2 Critical illness definitions

This section lists the **critical illnesses** that we insure and how we define them. Each definition sets out the exact diagnosis that must be made by a **consultant** for us to accept a claim for **critical illness**.

### Cancer – excluding less advanced cases and including aplastic anaemia

Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes:

- Aplastic anaemia resulting in permanent bone marrow failure with anaemia, neutropenia and thrombocytopenia
- Essential thrombocythaemia
- Leukaemia
- Lymphoma (except cutaneous lymphoma – lymphoma arising from or confined to the skin)
- Merkel cell cancer
- Polycythaemia vera
- Primary myelofibrosis
- Pseudomyxoma peritonei, and
- Sarcoma (except cutaneous sarcoma – sarcoma arising from or confined to the skin).

The following are not covered:

- All cancers which are histologically classified as any of the following:
  - pre-malignant
  - cancer in situ
  - having borderline malignancy, or
  - having low malignant potential
- All urothelial tumours unless histologically classified as having progressed to at least TNM classification T1N0M0.
- Malignant melanoma skin cancer that is confined to the epidermis (outer layer of skin)
- Any non-melanoma skin cancer (including cutaneous lymphoma and sarcoma) that arises from, or is confined to, one or more of the epidermal, dermal, and subcutaneous tissue layers of the skin unless it has spread to lymph nodes or metastasised to distant organs
- All thyroid tumours unless histologically classified as having progressed to at least TNM classification T2N0M0
- Neuroendocrine tumours that have not spread to lymph nodes or metastasised to distant organs unless classified as WHO Grade 2 or above
- Gastrointestinal stromal tumours that have not spread to lymph nodes or metastasised to distant organs unless classified by either AFIP/Lasota-Miettinen as having a moderate or high risk of progression, or as UICC TNM8 stage II or above, and
- All tumours of the prostate unless histologically classified as having a Gleason score of 7 or above, or having progressed to at least TNM classification cT2bN0M0 or pT2N0M0 following prostatectomy (removal of the prostate).

#### Heart attack – of specified severity

A definite diagnosis of acute myocardial infarction with death of heart muscle, as evidenced by all of the following:

- new characteristic electrocardiographic changes or new diagnostic imaging changes, and
- the characteristic rise of cardiac enzymes or Troponins.

The evidence must show a definite acute myocardial infarction.

For the above definition, the following aren't covered:

- myocardial injury without myocardial infarction, and
- angina without myocardial infarction.

#### Stroke – of specified severity

Death of brain tissue, due to inadequate blood supply or haemorrhage within the skull that has resulted in all of the following evidence of stroke:

- **neurological deficit with persisting clinical symptoms lasting at least 24 hours**, and
- definite evidence of death of tissue or haemorrhage on a brain scan.

For the above definition, the following are not insured:

- Transient ischaemic attack, and
- Death of tissue of the optic nerve or retina/eye stroke.

## Section 2

# Managing your insurance

## 2.1 Paying for your insurance

### Making payments to us

We'll collect your first payment by Direct Debit (via the **BACS** system) on, or shortly after, the date your **insurance** starts. The Direct Debit must be paid in pounds sterling and from a **UK** bank account.

After your first payment has been collected, if you selected a monthly payment, we'll collect regular payments on the same date each month. You can choose a date between the 1st and the 28th of the month that suits you. You'll make a monthly payment to us for the duration of your **insurance**.

If you selected an annual payment, we'll collect your payment on the same date each year.

When the date we collect your payment falls on a weekend or bank holiday, we'll collect it on the next working day.

### What happens if you don't make a payment?

If any payment isn't made and you don't pay it within 30 days after it was due, we'll cancel your **insurance**. We'll write to tell you that your **insurance** has been cancelled.

### Restarting your **insurance**

If we cancel your **insurance** because you've missed a payment, you can ask us to restart it any time up to six months after the first missed payment. We'll tell you what we need in order to restart your **insurance**, and you'll need to clear any payments outstanding. There may be circumstances when we reserve the right not to restart your **insurance**. If this happens, we'll explain our decision.

### When the amount you pay could change

The amount you pay to us will only change if:

- you make a change to your **insurance**
- your **insurance** becomes subject to tax, or
- any information you provided as part of your application is incorrect - more details can be found in sections 3.8 and 3.13.

If you've chosen increasing **insurance**, the amount you pay will increase each year. How much extra you pay will depend on your age and how long you have left on your **insurance** at that time, and your payments will increase by a higher percentage than the increase to your **insurance amount**.



We'll write to you to tell you what the increase to your payment will be. You don't have to accept the increase. If you tell us you don't want to accept it, we won't increase the **insurance amount**. However, if you decide to decline the increase for three years in a row, you'll no longer have the option to increase the **insurance amount** in future years.

## 2.2 Telling us about changes to personal details

You need to tell us if you change:

- your name
- your contact details (postal address, telephone number, email address), or
- your bank account.

Please contact us using the details on page 4.

We'll ask you for your **insurance** number when you call us. We'll also ask some security questions to confirm your identity.

## 2.3 Changing your Critical 3 with Life Insurance

The following section explains how you can change your Critical 3 with Life Insurance.

If you request a change to your **insurance**, we'll send you written confirmation once it has been processed.

### Reducing the **insurance amount**

You can reduce the **insurance amount** at any time, as long as the **insurance amount** doesn't fall below the minimum allowed.

### Stopping and restarting the annual increase

If you have increasing **insurance**, we'll write to you each year to tell you the new **insurance amount** and the new amount you'll pay. You can ask for the increases to stop at any time. If you do, the **insurance amount** will be frozen at the level it has reached when you ask us to stop. You can ask us to start increasing it again, but we can't do this if the **insurance amount** has been frozen for three consecutive years.

### Reducing the length of your **insurance**

You can reduce the length of your **insurance** at any time. You can reduce it by as much as you want, as long as the reduction doesn't mean:

- the new length of your **insurance** is less than our minimum length, or
- the amount you pay would fall below our minimum level.

### Changing a **joint life insurance** to one or two **single life insurances**

If you have **joint life insurance**, you can ask us to change your **insurance** to one **single life insurance** or two separate **single life insurances**. The total amount of the new **single life insurance** or across both new **single life insurances** cannot be greater than 100% of your original **insurance**. You can only make this change within six months of separating and taking out new mortgages, and no later than three years before your **insurance** is due to end. Both people must agree to this change and we'll ask to see evidence of the separation and the new mortgages.

### Changing how often you make a payment

You can change from monthly payments to annual payments and vice versa. If you make this change, it'll start from the date that your next payment is due to be collected.

### How these changes affect the cost of your **insurance**

If you change your **insurance**, your payments may change. Please contact us for details about how your payments may change.

### Asking us to change your **insurance**

To ask us to change your **insurance**, you can get in touch with us using the contact details on page 4.

## 2.4 Claiming on your **insurance**

### When to claim

The person claiming should contact us as soon as possible.

### How to make a claim

The person claiming can:

- phone our Claims Team on 0330 390 0511. If calling from outside the **UK**, please call +44 330 390 0511
- email us at [claimsteam@protection.aviva.com](mailto:claimsteam@protection.aviva.com)
- write to us at Claims Team, Aviva Life & Pensions UK Limited PO Box 12010, Harlow, CM20 9LG

We're open Monday to Thursday, 8.30am to 6pm and Friday, 8.30am to 5.30pm, except for bank holidays. Please note these opening hours are **UK** local time.

For a death claim, we'll stop collecting your payments to us. For any other claims, we'll continue to collect your payments to us while we're assessing a claim. If we've agreed to pay out your **insurance**, we'll refund any payments you made to us while we were assessing your claim.

If you or the person claiming don't provide us with the evidence we ask for, or the information you give us is inaccurate or incomplete, we reserve the right to decline a claim. We'll pay the reasonable cost of all medical reports or evidence we ask for.

### Geographical restrictions

For cancer, heart attack, stroke and **terminal illness** claims, you can be residing anywhere in the world; however your **consultant** must be in an **eligible country**.

For a death claim, you can be anywhere in the world.

We may consider claims that fall outside our geographical restrictions if we're satisfied that we can obtain sufficient and reliable information to allow us to fully assess your claim.

### Support during a claim - Claims Support Fund

If we've agreed that the person claiming may have a valid claim, we may pay up to £500 from our Claims Support Fund for services that support the person insured or their family. The services that are covered by the Support Fund will depend on the circumstances but could range from physiotherapy or counselling to the cost of taking taxis to hospital appointments.

Whether we can pay the Support Fund depends on the situation of the person covered and the advice of their doctor. Our claims adviser will explain the types of services that we can pay for, and once agreed, we'll pay this as soon as we can.

Please remember that if we pay for support services, it doesn't necessarily mean we'll approve a claim on your **insurance**.

Any payments made under the Claims Support Fund won't be deducted from the **insurance amount**.

### Who we'll pay out your **insurance** to

We'll pay out your **insurance** to the person legally entitled to receive it. Who this will be depends on the nature of the claim, the circumstances at the time and whether your **insurance** has been assigned or written into trust.

While we're assessing the claim, we'll establish and confirm who is legally entitled to receive your **insurance** payment.

We'll normally pay out your **insurance amount** to you or your personal representatives if you have died. Personal representatives need to send us the original Grant of Representation, Letters of Administration or Confirmation before we can pay out your **insurance amount** to them.

If you've instructed us to pay out your **insurance amount** to someone else by a deed of assignment, we'll pay this **assignee**. The **assignee(s)** need to send us the original deed of assignment before we can pay out your **insurance amount** to them.

If your **insurance** is held under a trust, we'll pay the **trustee(s)**. The **trustee(s)** must then follow the terms of the trust to distribute the money to the chosen beneficiaries. **Trustee(s)** need to send us the original Trust Deed and any deeds altering the trust before we can pay your **insurance amount** to them. We'll return these when we pay the claim.

### How we'll pay your **insurance**

We'll pay out your **insurance amount** in pounds sterling by direct credit (via the **BACS** system) into a **UK** bank account nominated by you, the **assignee(s), trustee(s)** or your personal representative.

If the **claimant** wishes to receive the **insurance amount** payment outside of the **UK** then arrangements for a transfer from the **claimant's UK** bank account will need to be made at the **claimant's** own expense. The **claimant** will bear the risk of any difference due to currency exchange rates.

## Section 3

# General terms and conditions

### 3.1 Cancelling your insurance

When your **insurance** starts, we'll send you information about your right to change your mind and cancel your **insurance**. You have 30 days from the date you receive this information to do this. If you cancel within 30 days, we'll refund any payments you've made to us, unless we've already paid a claim under your **insurance**.

If you don't cancel within this time period, your **insurance** will remain in place as set out in your **Insurance Summary**.

You can stop your **insurance** at any other time. Once you tell us, your **insurance** will end on the day before your next monthly payment is due to be collected. Any payments made to this date won't be refunded. If you're making annual payments, your **insurance** will end on the day before the next monthly anniversary of the **insurance**. We'll retain the cost of any full or partial months of your **insurance** up to the date of cancellation, and will refund any balance of the annual payment.

### 3.2 Cash value

Your **insurance** doesn't have any cash value at any time unless a valid claim is made.

### 3.3 Inflation

The purchasing power of the money paid out may be reduced in real terms, due to the effects of **inflation**. If you selected an increasing **insurance amount**, this may provide some protection against the effects of **inflation**, however this isn't guaranteed.

### 3.4 Interest

If we make a payment to you any later than eight weeks after we receive all of the information we need, we'll pay interest on the overdue amount from the date payment should have started. This will be at the Bank of England base rate.

### 3.5 Data protection

We're committed to protecting the privacy of customers, claimants and other business contacts.

In order to provide our products and services and to run our business, we'll collect, use and disclose your personal information, including sensitive personal data (health information). Where we do this, we'll rely either on your consent, or on a combination of the following justifications: performing a contract with you or preparing to enter into a contract with you; complying with regulatory requirements; or having a legitimate interest to request your personal information.



“Personal information” identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide personal information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) for sharing of their personal information with us.

## Personal information we collect

Personal information we may collect about you includes:

- General identification and contact information
- Family details
- Sensitive information such as health and lifestyle details
- Other sensitive information such as racial/ethnic origin, religious or other beliefs, sexual life, criminal proceedings – outcomes and sentences, offences/alleged offences, and
- Financial details: bank account details and other financial information.

## How we use your personal information

We may use the personal information provided to us to:

- Make decisions about whether to provide you with **insurance**
- Administer your **insurance**, assess and pay claims, and general customer service activities (including complaint resolution and claims disputes)
- Detect, investigate and prevent crime, including fraud and money laundering
- Carry out market research and analysis
- Comply with applicable laws and regulatory obligations (including those outside your country of residence), and
- Market products and services of brands or companies within the Aviva group in accordance with your marketing preferences.

Sometimes, as part of our business operations, decisions are taken about you using automated computer software and systems. These decisions do not involve human input. For example, we use automated decision making to assess your eligibility for insurance and to determine how much you pay.

To opt out of any marketing communications that we may send you, contact us by:

email at  
[DataProtectionOfficer@protection.aviva.com](mailto:DataProtectionOfficer@protection.aviva.com)

or by writing to

The Data Protection Officer,  
Aviva Life & Pensions UK Limited,  
PO Box 12010,  
Harlow,  
CM20 9LG.

If you opt out, we may still send you other important service and administration communications relating to the services which we provide to you from which you can't opt out.

## Where we may get personal information from

We may get personal information from you or from other sources, for instance your doctor.

We may ask your doctor for information before we offer you **insurance**. We may also get a report from your doctor or telephone them for more information after your **insurance** has started to check the accuracy of your answers. You'll need to give us permission for us to contact your doctor. If we find that we've been given incomplete, inaccurate or false information, we don't receive the report from your doctor, or they're unavailable for interview, we reserve the right to cancel your **insurance** within 13 weeks.

## Who we'll share personal information with

We may share personal information about you for the purposes listed in ‘How we use your personal information’ with certain named third parties. These third parties are:

- Aviva group companies
- Our reinsurers (a list of these reinsurers can be provided on request)
- Our external third party service providers (including medical screening service providers)
- The firm responsible for introducing you to us
- Your own doctor and other medical consultants
- Legal and regulatory bodies
- Law enforcement and fraud prevention agencies, and
- Other insurance companies or organisations.

More information on how we process your personal data can be found on our website at [protection.aviva.com](http://protection.aviva.com).

## International transfer of personal information

Sometimes we, or third parties acting on our behalf, may need to transfer personal information to parties located in other countries 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.

## Security of personal information

Appropriate technical and physical security measures are used to keep your personal information safe and secure. When we provide personal information to a third party (including our service providers) or engage a third party to collect personal information on our behalf, the third party will be selected carefully and required to use appropriate security measures to protect the confidentiality and security of personal information.

## Your rights

You have a number of rights under data protection law in connection with our use of your personal information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access personal information, a right to correct inaccurate data, a right to erase data or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of your personal information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator.

More information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

## Privacy notice

For full details on how we use personal information, how we maintain the security of personal information, who we share personal information with, the data protection rights available to individuals in the **UK**, and who to contact in the event of any queries, please refer to our full privacy notice which can be found on our website: [protection.aviva.com/privacy-policy](http://protection.aviva.com/privacy-policy).

Alternatively, you may request a copy by writing to:

The Data Protection Officer,  
Aviva Life & Pensions UK Limited,  
PO Box 12010,  
Harlow,  
CM20 9LG.

or by email at

**DataProtectionOfficer@protection.aviva.com**

## 3.6 Taxation, laws and regulations

This contract between you and Aviva Life & Pensions UK Limited, and any dispute or claim arising out of or in accordance with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the **laws**.

By taking out this contract, you and Aviva Life & Pensions UK Limited agree to submit to the exclusive jurisdiction of the courts of England and Wales if there's ever a dispute between you and Aviva Life & Pensions UK Limited. **Laws** may change in future and we can't be held responsible for any information given or any changes in tax provisions or legislation.

The money we pay out from your **insurance** is normally free from Income Tax and Capital Gains Tax for **UK** residents. This may change if the **law** changes.

Professional guidance should be sought before any type of assignment or changed ownership is undertaken.

We can't advise whether a trust is suitable in any particular circumstances or give tax advice in relation to the use of trusts. We recommend that you take professional advice before setting up a trust.

If your **insurance** is held in trust, it shouldn't normally form part of your estate for Inheritance Tax purposes. There is a potential Inheritance Tax charge when your **insurance** is paid out of a trust (known as 'exit charges') or on every tenth anniversary of the creation of the trust (known as 'periodic charges'). This applies to **UK** residents only.

**Claimant(s)** who are outside of the **UK** when your **insurance** payment is received may also be subject to additional taxation in the local jurisdiction. Please consult your tax adviser or local tax inspector for clarification.

If there's any change to tax and other **laws**, or **State Benefits**, we may change the terms and conditions set out in your **insurance** documents in order to comply with these **laws**.

### 3.7 Contract

The contract between you and Aviva Life & Pensions UK Limited consists of:

- any information you provide in your application and any subsequent information you've provided
- these terms and conditions, which we may amend from time to time
- any additional terms and conditions detailed in your **Insurance Summary** that we send when your **insurance** starts, and
- any additional terms and conditions detailed in any subsequent **Insurance Summary**.

The contract between you and Aviva Life & Pensions UK Limited as described above constitutes the entire agreement and understanding between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter. If there's a conflict between these terms and any of the terms set out in your **Insurance Summary**, the terms set out in your **Insurance Summary** will take precedence.

If any court finds that any provision of the **Insurance Summary** or any other document embodying the contract between you and Aviva Life & Pensions UK Limited (or part thereof) is invalid, illegal or unenforceable that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the **Insurance Summary** or any other document embodying the contract between you and Aviva Life & Pensions UK Limited won't be affected.

### 3.8 Misstatement of age

If, after you take out your **insurance**, we learn that you have a different date of birth than the one originally stated by you, this will impact on your **insurance amount** or the amount you pay us for your **insurance**.

In some cases, this may affect your right to your **insurance** and your **insurance** may be cancelled. It may also affect how we have interpreted medical evidence, which may result in a claim not being paid or the **insurance amount** being reduced.

### 3.9 Complaints

If you or any person who your **insurance** has been assigned to has a complaint, they can contact our Complaints team by calling 0330 390 0510 or emailing [complaints@protection.aviva.com](mailto:complaints@protection.aviva.com).

We try to resolve complaints as quickly as possible. If we can't deal with the complaint promptly, we'll send a letter to acknowledge it and then give regular updates until it's resolved. We're committed to resolving complaints through our own complaints procedures.

However, if a matter can't be resolved to your satisfaction, you may be able to refer your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service helps settle disputes between consumers and financial firms. Their service is independent and doesn't cost anything. They can decide if we've acted wrongly and if the person with the complaint has lost out as a result. If this is the case, they'll tell us how to put things right and whether we have to pay compensation.

If a complaint is made, we'll send the person making the complaint a leaflet explaining more about the Financial Ombudsman Service. The leaflet is also available at any time on request. Alternatively, the Financial Ombudsman Service can be contacted at the following address:

Financial Ombudsman Service,  
Exchange Tower,  
Harbour Exchange Square,  
London  
E14 9SR.

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landlines) or 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers). If calling from outside the **UK**, please call +44 20 7964 0500.

Email:  
[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)

If a complaint is made, it won't affect your right to take legal proceedings.

### 3.10 If we can't meet our liabilities

Most of Aviva's customers, including most individuals and small businesses, are covered by the Financial Services Compensation Scheme (FSCS), which is designed to pay compensation if a firm is unable to pay claims because it has gone out of business.

Before looking to pay compensation, the FSCS will first see if they can arrange for your current **insurance** to be replaced by a new insurer. If this isn't possible, the FSCS aims to provide compensation.

For customers who have a valid claim under an **insurance** policy with a failed insurer, the FSCS will look to pay 100% of the claim value.

You can find out more about the FSCS, including your eligibility to claim and the options available to you, by visiting its website [fscs.org.uk](http://fscs.org.uk). Alternatively, you can contact them at the following address:

Financial Services Compensation Scheme PO Box

300 Mitcheldean GL17 1DY

Telephone: 0800 678 1100

If calling from outside the UK,  
please call +44 20 7741 4100.

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

Please be aware that the rules of the FSCS may change in the future, or FSCS may take a different approach on their application of the above, depending on the circumstances.

### 3.11 Assignment

If you assign or transfer this **insurance** or any of your legal rights under your **insurance** to someone else (including any assignment to the **trustee(s)** of a trust), we need to see notice of the assignment when a claim is made. This notice must be sent to: Aviva Life & Pensions UK Limited, PO Box 12010, Harlow, CM20 9LG.

An assignment could take place when you're using your **insurance** as security for a loan.

### 3.12 Rights of third parties

No term of this contract is enforceable under the Contracts (Right of Third Parties) Act 1999 by a person who isn't party to this contract. This doesn't affect any right or remedy of a third party which may exist or be available otherwise than under that Act.

You and Aviva Life & Pensions UK Limited are the parties to the contract.

### 3.13 Disclosure confirmation and verification

You'll be asked to provide details of your health and personal circumstances. You must provide full, honest and accurate answers to all questions asked. Furthermore, subject to what we say in Section 'Telling us about changes to personal details', we must be told immediately if the information in your **Application Details** is not correct as this may affect your **insurance**.

The information you provide to us is confidential and we won't disclose it without your permission. We'll send you details of your answers and a copy of your **Application Details**, and ask you to advise us of any corrections or additions you wish to make. If you don't answer our questions fully and honestly, this may result in us refusing any future claim.

We'll provide you with an **Insurance Summary** which will include information on any exclusions made as a result of the information you provided.

We may select your application for a disclosure check. To complete the check, we'll obtain a report from your doctor, call them for further information, or perform data checks. If we've selected it for a check, you need to give

permission for us to contact your doctor if required, and use all reasonable endeavours to ensure we're able to complete the check. If we have requested any additional information, you need to provide it within 30 days.

If you or your doctor don't respond to a request from us within 13 weeks for medical evidence or 30 days for other information, we'll cancel your **insurance**.

### 3.14 Economic sanctions

We won't be responsible or liable to provide you with **insurance** (including payment of a claim or any other payment) 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 dealing with you or providing your **insurance**.

Economic sanctions change from time to time and can include prohibiting the transfer of funds to a sanctioned country, freezing the assets of a government, the corporate entities and residents of a sanctioned country, or freezing the assets of specific individuals or corporate entities. This means that if you, or any third party who has suffered a loss which would otherwise be insured under your **insurance**, are the subject of an economic sanction, we may not be able to insure you.

### 3.15 Restricted persons

This **insurance** won't insure any injury, loss or expense sustained directly or indirectly if you're a member of a terrorist organisation, narcotics trafficker, or seller of nuclear, chemical or biological weapons.

### 3.16 When we can make changes to your **insurance**

We can make changes to the terms and conditions of your **insurance** that we reasonably consider are appropriate if there is a request from any regulatory authority to do so, or there is a change in the law, applicable legislation, regulation, taxation, our expenses or recommendations or decisions of a regulator or similar body affecting us or your **insurance**.

These changes could affect the amount and type of **insurance** provided under the cover. If we do decide to make any changes to your **insurance**, we'll write to tell you at least 28 days before the change takes effect. If you're not happy with the changes, you have the right to cancel the **insurance** (see the section 3.1 Cancelling your insurance).

### 3.17 About our business

Aviva Life & Pensions UK Limited operates in the **UK**, Channel Islands, Isle of Man and Gibraltar. 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 available on our website [protection.aviva.com](http://protection.aviva.com).

## Section 4

# Definitions

The following are explanations of the terms we use across Critical 3 with Life Insurance (these definitions aren't case sensitive).

### Application Details

A copy of all the information you provided in your application.

We must be told immediately if the information in your Application Details isn't correct as this may affect your **insurance**.

### Assignee

A person to whom this **insurance** is legally transferred.

### BACS

A scheme for the electronic processing of Direct Debits and direct credits.

### Claimant

The person(s) legally entitled to claim the payment under your **insurance**. This may be the **trustee(s)** on behalf of the trust and for the benefit of the beneficiaries, **assignee(s)** or personal representatives of your estate.

### Consultant

A consultant doctor who:

- specialises in an area of medicine appropriate to the cause of the claim
- is employed at a hospital in an **eligible country**, and
- is treating you for your condition.

All diagnoses made by a consultant must be confirmed by our Consultant Medical Officer.

### Critical illness

An illness that:

- we cover under section 1.2
- meets our definition of that critical illness in section 1.2
- is the first and unequivocal diagnosis of the illness, and
- is confirmed by our Consultant Medical Officer.

### Eligible country

An eligible country is one of the following:

Australia, Austria, Belgium, Canada, Channel Islands, Cyprus, Czech Republic, Denmark, Finland, France,

Germany, Gibraltar, Greece, Hong Kong, Hungary, Iceland, Ireland, Isle of Man, Italy, Japan, Luxembourg, Malta, The Netherlands, New Zealand, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, Switzerland, **UK**, USA.

### Inflation

Inflation is the rise in the general level of prices in goods and services over a period of time. As inflation rises, the real value of the money provided by your **insurance** may fall because you may be able to afford less with the same amount.

### Insurance

This Critical 3 with Life Insurance that's provided by Aviva Life & Pensions UK Limited.

### Insurance amount

The money we'd pay for a successful claim on your Critical 3 with Life Insurance.

### Insurance Summary

This is a document we send you once we've agreed to offer you **insurance**. It explains the details of your **insurance**, any special conditions which apply to your **insurance** and confirms what changes can be made in the future.

### Joint life insurance

**Insurance** for two people where a claim is payable once.

### Laws

The law of England and Wales.

### Neurological deficit with persisting clinical symptoms lasting at least 24 hours

Symptoms of dysfunction in the nervous system that are present on clinical examination and expected to last at least 24 hours.

Symptoms that are covered include:

- numbness
- hyperaesthesia (increased sensitivity)
- paralysis
- localised weakness
- dysarthria (difficulty with speech)
- aphasia (inability to speak)

- dysphagia (difficulty in swallowing)
- visual impairment
- difficulty in walking
- lack of co-ordination
- tremor
- seizures
- dementia
- delirium, and
- coma.

The following are not insured:

- An abnormality seen on brain or other scans without definite related clinical symptoms
- Neurological signs occurring without symptomatic abnormality, e.g. brisk reflexes without other symptoms and
- Symptoms of psychological or psychiatric origin.

### Parent Company

The legal entity that owns or controls Aviva Life & Pensions UK Limited as defined by the laws applicable to the jurisdiction within which the legal entity resides.

### Retail Prices Index

The Retail Prices Index (RPI) is the general purpose domestic measure of **inflation** in the **UK**. It's published by the Office for National Statistics.

### Single life insurance

**Insurance** for one person.

### State Benefits

A payment made by the government of the state where the **claimant** resides.

### Terminal illness – where death is expected within 12 months

A definite diagnosis of an illness by a **consultant** which satisfies both of the following:

- the illness either has no known cure or has progressed to the point where it cannot be cured, and
- in the opinion of the **consultant** the illness is expected to lead to death within 12 months.

A claim will be considered where terminal illness is diagnosed and this definition is met at any time up to the day your **insurance** ends, provided a claim was submitted while the **insurance** is still active, before the **insurance** ends.

### Trustee

A person, often one of a group, who becomes the legal owner of the trust assets (in this case, your **insurance** and its proceeds) and who has powers to deal with the trust assets in accordance with the terms of the trust and the duties imposed by **law**.

### UK

The United Kingdom consisting of England, Wales, Scotland, and Northern Ireland.

### UK Government

The government of the **UK** or, upon the secession of Wales, Scotland and/or Northern Ireland from the **UK**, the government of the nation in which England remains.

## How to contact us

### Call us on:

 0330 390 0510

If calling from outside the UK, please call: +44 330 390 0510

**Email us at:** [enquiries@protection.aviva.com](mailto:enquiries@protection.aviva.com)

### Write to us at:

Aviva Life & Pensions UK Limited, PO Box 12010, Harlow, CM20 9LG

We're open Monday to Thursday, 8.30am to 6pm and Friday, 8.30am to 5.30pm except bank holidays.

Please note these opening hours are UK local time. To make sure we have an accurate record of the instructions, we may record or monitor phone calls.

For more information visit **[protection.aviva.com](http://protection.aviva.com)**

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Please get in touch if you'd prefer this brochure  
**(EDCO2262)** in large font, braille, or as audio.



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and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.  
Firm reference number 185896.

[protection.aviva.com](http://protection.aviva.com)