

YourLife Plan Term Assurance

Cover Details



Individual Protection

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Welcome to Aviva

Thanks for choosing YourLife Plan Term Assurance from Aviva

YourLife Plan Term Assurance is designed to pay a sum of money if the person covered dies or is diagnosed with a terminal illness.

Who are we?

We're Aviva Protection 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 YourLife Plan Term Assurance works. 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 Cover Details (this document)
- the Cover Summary (a personalised summary of your cover), and
- the Application Details (the answers you gave when you applied for the cover)

You'll find these in your policy pack when you took out your cover.

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

If you're taking out Term Assurance to cover another person

Section 1 explains how this changes the terms and conditions of the cover detailed in sections 2, 3 and 4.

The language we use in the Cover Details

'We', 'us' or 'our' means Aviva Protection UK Limited. 'You' or 'your' means the owner of the cover or, where appropriate, anyone legally entitled to the policy 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 5.



How to contact us

Call us on:

 0345 600 6820

If calling from outside the UK, please call: +44 1737 441 820

Email us at: enquiries@protection.aviva.com

Write to us at:

Aviva Protection 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

Need this in a different format?

Please get in touch if you'd prefer this brochure (**EDCO1064**) in large font, braille, or as audio.

Section 1

Setting up the cover

YourLife Plan Term Assurance is a type of insurance that's designed to provide financial support if the person covered dies or is diagnosed with a **terminal illness**.

1.1 The owner of the cover

Throughout this section you and your means the **owner of the cover**.

If you apply for Term Assurance on your own life, you'll be the **owner of the cover**. If two people apply for **joint life cover** on both of their own lives, they'll be joint **owners of the cover**.

If you apply for Term Assurance to cover the life of another person or persons, you'll be the **owner of the cover**.

This means you'll be the beneficiary of the **cover** in the event of a claim, unless you choose to assign the **benefit** or place it in trust.

Special conditions apply when you wish to take out Term Assurance to cover another person. If there's a difference between the conditions detailed in sections 2 to 4 and the conditions in this section, the conditions in this section will apply.

1.2 Who can take out Term Assurance?

At the time you apply for this cover, both you and the life covered must:

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

You need to tell us if you move outside of the **UK** the **Channel Islands**, the Isle of Man or Gibraltar, 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.



You must have an insurable interest in the person covered at the time you take out the **cover**. You'll always have an insurable interest in your own life and the life of your spouse or civil **partner**. You may also have an insurable interest in another person if you have a reasonable expectation of suffering a financial loss upon their death or illness. If you're not sure if you have an insurable interest in a particular person, you should ask your adviser for guidance.

Where the **owner of the cover** is different from the person covered, we may also ask for evidence of the insurable interest.

1.3 Options in your cover

There are a number of options available in this **cover** and some of these options may not be available to you depending on where you bought your **cover**. Your **Cover Summary**, which you received when you purchased your **cover**, will show which options you've selected. If you'd like to find out more about these options and whether they might suit your needs, please speak to a financial adviser.

Section 2

The cover

2.1 Term Assurance

When we'll pay the **benefit**

When we'll pay the **benefit** depends on the **cover** shown in the **Cover Summary**.

We'll pay the **benefit** if any of the persons covered die or are diagnosed with a **terminal illness**.

For a **single life** policy, the **cover** stops after we've paid the full **sum assured**.

For a **joint life first event** policy, the **cover** stops after we've paid the full **sum assured** for one of the persons covered.

For a **joint life second event** policy, the **benefit** is paid after both people covered have died or have been diagnosed with a **terminal illness**. The **cover** stops after we've paid the full **sum assured** for the second person covered.

What we'll base **benefit** payments on

We'll base **benefit** payments on the **sum assured**. The amount of the **sum assured** can change during the **term of the cover**. How the **sum assured** changes is shown in the **Cover Summary**.

If you've chosen a level lump sum, we'll base **benefit** payments on the **sum assured** that's shown in the **Cover Summary**.

If you've chosen an increasing lump sum, we'll base **benefit** payments on the current **sum assured**. For the first year of the **cover**, this will be the initial **sum assured**. This amount is shown in the **Cover Summary**. After a year, the **sum assured** will increase by 5%. Every year after that, the **sum assured** will increase by 5% of the current **sum assured**.

We'll write to you each year to tell you the new **sum assured** and the new **premium** you'll be paying.

If you've chosen a decreasing lump sum, we'll base **benefit** payments on the current **sum assured**. The **sum assured** will reduce each month after the first month of **cover** in line with the capital outstanding on a repayment mortgage with:

- an annual interest rate as chosen by the **owner of the cover**. The **Cover Summary** will show which interest rate has been chosen. The interest rate is fixed and won't vary during the **term of the cover**, and
- a term equal to the remaining **term of the cover**.



When we won't pay the **benefit**

We won't pay the **benefit** if any of the following apply:

- the person covered, the **owner of the cover**, or their personal representatives don't give us medical or other evidence that we ask for
- the diagnosis of the person covered doesn't meet the criteria for our definition of a **terminal illness**, or a **terminal illness** isn't diagnosed by a **consultant** or isn't expected to lead to death within 12 months
- we find the person covered or the **owner of the cover** or their personal representative has given us inaccurate, incomplete or false information on the application which would have affected our decision to offer this **cover**, or would have led us to offer it with different conditions
- the **cover** is no longer **active**
- the claim is caused by something that we've specifically excluded from this **cover** - this will be shown in the **Cover Summary**
- the person covered doesn't satisfy the geographical restrictions set out in the 'Claiming a **benefit**' section
- the **terminal illness** claim wasn't submitted while the **cover** was **active**, before the **cover** ended, or
- the person covered dies as a result of their own actions within one year of the **cover** start date or of them restarting the **cover**. Once the **cover** has been **active** for more than 12 months, if the person covered has asked us to increase the **sum assured** in the 12 months prior to them dying as a result of their own actions, no **benefit** will be payable in respect of this increase.

It's really important that you take sufficient care to provide us with information that's true, accurate and complete. If any of the information given to us is fraudulent, deliberately misleading or untrue, incomplete or inaccurate:

- the **cover** will be cancelled
- we won't pay any **benefit**
- any **benefit** that has already been paid under the **cover** must immediately be repaid to us, and
- any **premium** payments made for the **cover** won't be returned.

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

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

New sum assured = existing **premiums** x original **sum assured**, divided by higher **premiums**.

2.2 Waiver of Premium

When you take out **cover**, you can choose to add Waiver of Premium for an additional cost.

The **Cover Summary** will show if Waiver of Premium is included in the **cover** and when it ends, and whether an **own occupation** or **work tasks** (also known as **daily activities**) definition of incapacity applies to the person covered.

For **joint life cover**, you can choose Waiver of Premium for one or both of the people covered.

When we'll waive premiums

We'll waive the Term Assurance **premiums** if the person covered by Waiver of Premium is **incapacitated** for longer than 26 weeks. **Premiums** due in the first 26 weeks of being **incapacitated** won't be waived.

How much we'll waive

We'll waive the **premium** of any **cover** that includes Waiver of Premium.

If the person is covered by more than one **cover** with us, and they become **incapacitated**, we'll only waive the **premiums** on those **covers** that include Waiver of Premium. This could mean that the total of all **premiums** is reduced rather than stopped.

When we'll stop waiving premiums

We'll stop waiving **premiums** when the earliest of the following happens:

- the person covered no longer meets the definition of **incapacitated** that applied when they first claimed
- they die
- we've paid the **benefit** for **terminal illness**, or
- either the **cover** ends or the Waiver of Premium end date is reached, as shown in the **Cover Summary**.

While we're waiving a **premium**, we can ask the person covered to see a doctor or health specialist of our choice, to help us confirm whether they still meet the definition of **incapacitated** that applies to them.

When we won't waive premiums

We won't waive **premiums** if any of the following apply:

- the person covered or their personal representatives don't give us medical or other evidence that we ask for
- the diagnosis doesn't meet the criteria for our definition of **incapacitated**
- the person covered is **incapacitated** but Waiver of Premium isn't included in the **cover** for that person (this will be shown in the **Cover Summary**)
- the claim is caused by something that we've specifically excluded from this **cover** (this will be shown in the **Cover Summary**)
- the person covered doesn't satisfy the geographical restrictions set out in the 'Claiming a benefit' section
- we find the person covered or the **owner of the cover** has deliberately given us inaccurate, incomplete or false information on the application which would have affected our decision to offer this **cover**, or would have led us to offer it with different conditions
- the **cover** is no longer **active**, or
- Waiver of Premium has ended as shown in the **Cover Summary**.

Section 3

Managing the cover

3.1 Paying for the cover

When the **cover** is on a life of another basis, the **owner of the cover** may choose whether they or the person covered pays the **premiums**.

When the **premium** is paid

First **premium**

We'll collect this by Direct Debit (via the BACS system) on, or shortly after, the date the **cover** starts. The Direct Debit must be from a **UK, Channel Islands, Isle of Man or Gibraltar** bank account. **Premiums** must be paid in sterling.

Regular **premium**

If a monthly **premium** has been selected, we'll collect the **premium** on the same date each month.

The person paying can choose a date between the 1st and the 28th of the month that suits them. They'll pay the **premium** every month for the **term of the cover**, unless we accept a Waiver of Premium claim for the **cover**.

If an annual **premium** has been selected, we'll collect the **premium** on the same date each year.

When the **premium** collection falls on a weekend or bank holiday, we'll collect it on the next working day.

What happens if the **premium** isn't paid?

If any **premium** remains unpaid for more than 30 days from the date it was due to be collected, we'll cancel the **cover**. We'll write to the **owner of the cover** and (if different) the person covered to tell them that the **cover** has been cancelled.

Restarting a **cover**

If we cancel a **cover** because a **premium** isn't paid, the **owner of the cover** can ask us to restart it. They can do this at any time up to six months after the date of the first missed **premium**. We'll tell you what we need in order to restart the **cover** and you must clear any **premium** arrears. There may be circumstances when we reserve the right not to restart a **cover**. If this happens, we'll explain our decision.



When the **premium** could change

The **premium** could change if:

- the **owner of the cover** makes a change to the **cover**
- we accept a Waiver of Premium claim – see section 2.2
- a Waiver of Premium claim ends
- it becomes subject to tax
- Waiver of Premium ends as shown in the **Cover Summary**, if this was selected when the **cover** started, or
- any of the information provided as part of the application process is incorrect – more details can be found in sections 4.8 and 4.13.

If the **cover** has an increasing **sum assured**, the **premium** will be reviewed annually and will increase by a higher percentage than that of the **sum assured**, because the amount of the increase of the **premium** will depend on the age of the person covered and the remaining **term of the cover** at that time.

We'll write to the **owner of the cover** each year to tell them the new **sum assured** and the new **premium** that they'll be paying. They don't need to accept the increase, but must advise us if they don't.

If they don't accept the increase, we won't increase the **sum assured**. However, if they decide to decline the increase for three consecutive years, they'll no longer have the option of an increasing **sum assured** under the **cover** in future years.

3.3 Changing a cover

Life event changes

The **owner of the cover** can increase the **sum assured** or the **term of the cover** without the need to answer any more health or lifestyle questions if the person covered's circumstances change as described below:

Life event	Evidence needed	Increase allowed to the:
Getting married or entering into a civil partnership	Marriage or civil partnership certificate	Sum assured
Having or legally adopting a child	Birth or adoption certificate	Sum assured
Mortgage increase	Mortgage offer letter from lender	Sum assured and term of the cover

3.2 Telling us about changes to personal details

The **owner of the cover** or the person covered needs to tell us if they change:

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

We don't need to be told if the person covered changes their **occupation**.

Please contact us using the details on page 4.

We'll ask them for their **cover** number when they call us. We'll also ask some security questions to confirm their identity.

Changes in relation to a life event must be made within 13 weeks of the event taking place. We'll ask to see evidence of the event, and where you are different to the person covered, we may also ask for evidence of the insurable interest (which is when you have a reasonable expectation of experiencing a financial loss upon their death or illness). Without this, there may be circumstances where we refuse to allow the increase.

These options aren't available to everyone. This could be because, for example, the person covered has a particular medical condition when **cover** is first taken out. The **Cover Summary** will show whether these options are available. Before taking up any of these options, you should consider speaking to your financial adviser.

Whenever a change is requested, we'll send written confirmation once this has been processed.

Increase the **sum assured**

The increase in **cover** can't be more than 50% of the original **sum assured** or £75,000, whichever is lower.

If the increase is for a mortgage then the extra **sum assured** can't be more than the increase to the mortgage.

More than one increase can be requested but the total of all increases can't exceed the **sum assured** of the original **cover** or £150,000, whichever is lower.

Increase the **term of the cover**

You can increase the **term of the cover** in relation to an increase in your mortgage term.

More than one increase can be requested but the total of all increases can't make the new term:

- more than 150% of the original term
- extend beyond the end of the term of the new mortgage, or
- extend past the 65th birthday of the oldest person covered.

If your **cover** includes Waiver of Premium, we may have to restrict the increased term for this option.

How these changes affect the cost of the **cover**

If you change your **cover** in these ways, the **premium** will increase.

The **premium** for the additional **cover** will be based on the person covered's age when the change is made.

Please contact us for details about how your **premium** will change.

Asking us to change the **cover**

To ask us to change your **cover**, you can contact us using the details on page 4.

When these options can't be taken up:

- after the 55th birthday of the oldest person covered
- while we're waiving the **premiums**
- in the last five years of the **term of the cover**
- while we're paying a **benefit** under any **cover**
- while the **person covered** is in a position to make a claim under the **cover**
- if the **owner of the cover** or the person covered have received **benefit** payments under the **cover** in the last two years, or
- if one of the lives under a **joint life second event** policy has either died or has been diagnosed with a **terminal illness**.

Cover changes

The following section explains other ways in which you can change the **cover**.

Those options that aren't automatically available to everyone have 'limited' after the heading. The **Cover Summary** will show whether these options are available. Before taking up any of these options, you should consider speaking to your financial adviser.

Whenever a change is requested, we'll send written confirmation once this has been processed.

Reducing the **sum assured**

The **owner of the cover** can reduce the **sum assured** at any time, as long as the reduction doesn't mean that the **sum assured** falls below the minimum allowed. If they later want to increase the **sum assured**, the amount by which they'll be able to do so will be based on the new, lower **sum assured**, not the initial one.

Stopping and restarting the annual increase – limited

If the **owner of the cover** has an increasing **sum assured**, we'll write to them each year to tell them the new **sum assured** and the new **premium** that they'll pay. They can ask for the increases to stop at anytime, and if they do, the **sum assured** will be frozen at the level it has reached when they ask us to stop the increase. They can ask us to start increasing it again, but we can't do this if:

- we're waiving the **premiums**
- the **sum assured** has been frozen for three consecutive years
- we're paying a **benefit** under any **cover**
- the **owner of the cover** is in a position to make a claim under the **cover**, or
- the person covered or the **owner of the cover** has received **benefit** payments under the **cover** in the last two years.

Changing from a decreasing to a level lump sum – limited

If the **owner of the cover** has a decreasing **sum assured**, they can change it to a level amount within the first five years of the **term of the cover**. If they do, the **sum assured** will then be frozen at the level it has reached when they ask us to make the change and their **premium** will increase.

Reducing the **term of the cover**

The **owner of the cover** can reduce the **term of the cover** at any time. They can reduce it by as much as they want, as long as the reduction doesn't mean:

- the new term is less than three years, or
- the **premium** would fall below our minimum level.

If they later want to increase the term, the amount by which they'll be able to do it will be based on the new, lower term, not the original one.

Adding another person to the **cover**

If the **owner of the cover** and person covered agree, they can ask us to change a **single life cover** to **joint life cover**. We'll need information about the new person so we can decide whether to add them to the **cover**, and on what terms. The **premium** may increase if this change is made.

Changing a **joint life cover** to two **single life covers** – limited

If the **owner of the cover** and people covered agree, they can ask us to change the **cover** from **joint life cover** to two **single life covers**. They can do this providing it is within six months of separating and not in the last three years of the **cover**. We'll ask to see evidence of the separation and a financial liability for both people, e.g. new mortgages or inheritance tax liabilities. The total of the two new **sums assured** can't be more than 100% of the **sum assured** under the **joint life cover**.

Changing a **joint life cover** to one **single life cover**

If the **owner of the cover** and people covered agree, they can ask us to change a **joint life cover** to one **single life cover**. You can do this within six months of a change in financial circumstances. These are a change in inheritance tax liability, separation or divorce, or new mortgages. You may wish to speak with a financial adviser before deciding if this option is right for you.

We may ask to see evidence of the change for the person remaining on the **cover**.

The **sum assured** and the **term of the cover** of the new **single life cover** cannot be more than the original **cover**.

This option can't be taken up if:

- there's less than three years left on the **cover**
- the person remaining on the **cover** is 83 years or older, or
- the person remaining on the cover meets the **terminal illness** definition.

There may be circumstances on a **joint life second event cover** where this option is not available to both people covered. In this instance, you may only remove the person whose health and personal circumstances at the start of the **cover** meant we would not have offered them a single life cover. The **Cover Summary** will explain if this option is available.

Creating new **single life covers** following a gift of an asset – limited

Any lifetime gifts (such as money, personal possessions and property) you make seven years before you die may be subject to Inheritance Tax (IHT). If you have a **joint life second event** policy and make such a gift, you may be able to decrease your existing **sum assured** by the amount of that gift and take out another **single life** policy to help cover any potential IHT liability. You may wish to speak with a financial adviser before deciding if this option is right for you.

The new **single life** policy will be set up with five covers that run concurrently with terms of three, four, five, six and seven years to reflect the reducing IHT liability on the gift. The new covers will be priced based on the age of the person covered and the rates applicable at the time this option is exercised.

To take up this option, a minimum of seven years must remain on the **joint life second event** policy and the person covered must be 82 or younger at the time of the request. This change must be requested within six months of making the gift and the person covered will need to provide evidence of the gift, including its value. You can request this option more than once, as long as you continue to meet the above criteria.

The combined amount of the new **single life covers** and the existing **joint life second event** policy can't be more than the original **cover** amount. If this option is taken up, the amount of insurance provided on the **joint life second event** policy will reduce by the total amount of the new single life policy, and can't be less than £10,000.

This option can't be taken up if the person covered making the gift meets the **terminal illness** definition under the **joint life second event** policy.

There may be circumstances where this option isn't available due to the person covered's health and personal circumstances. The **Cover Summary** will explain if this option is available.

Changing how often a **premium** is paid

The **owner of the cover** can change from monthly **premiums** to annual **premiums** and vice versa. If they make this change, it will start from the date that their next **premium** is due to be collected.

How these changes affect the cost of the **cover**

If you change your **cover**, the **premium** may change.

Please contact us for details about how your **premium** may change.

Asking us to change the **cover**

To ask us to change their **cover**, the **owner of the cover** can get in touch with us using the contact details on page 4.

3.4 Claiming a benefit

When to claim

The person claiming should contact us as soon as possible.

For Waiver of Premium claims, we ask we're notified within eight weeks of the person covered becoming **incapacitated**.

How to make a claim

The **owner of the cover** can:

- phone us on 0345 600 6815. If calling from outside the **UK**, please call +44 1737 441 815.
- email us at claimsteam@protection.aviva.co.uk, and
- write to us at Claims Team, Aviva Protection UK Limited, PO Box 12010, Harlow CM20 9LG

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

If we're considering a death claim we'll stop collecting **premiums**. If we're considering any other type of claim, **premiums** must be paid whilst it is being assessed. If the claim is paid, we'll advise you if we can refund any of the **premiums** paid whilst we assessed the claim.

If the person claiming, the **owner of the cover** or the person covered doesn't give us the evidence we ask for, or the information they do give us is inaccurate or incomplete, we reserve the right to decline a claim or stop paying one. We'll pay the reasonable cost of all medical reports or evidence we ask for.

Geographical restrictions

Some types of **cover** require the person covered, or the doctor that diagnoses them, to be in a particular part of the world when a claim is made or when we're paying a **benefit**.

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

For **terminal illness** (where life expectancy is less than 12 months) the person covered can be residing anywhere in the world, however the **consultant** must be in an **eligible country**.

For Waiver of Premium claims, the person covered must be living in an **eligible country** when they become **incapacitated**. They must return to and remain in the **UK, Channel Islands, Isle of Man or Gibraltar** within 26 weeks of becoming incapacitated in order to receive the **benefit**.

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

Support during a claim

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 covered 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 **cover**.

We won't pay for support services in relation to a Waiver of Premium claim.

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

Who we will pay the **benefit** to

We'll pay the **benefit** 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 the **cover** has been assigned or put under trust.

During the course of the claim assessment, we'll establish and confirm who we identify as legally entitled to receive the **benefit**.

We'll normally pay the **benefit** to the **owner of the cover** or their personal representatives, if the **owner of the cover** has died. Personal representatives need to send us the original Grant of Representation, Letters of Administration or Confirmation before we can pay any **benefit** to them.

If the **owner of the cover** has instructed us to pay the **benefit** to someone else by a deed of assignment, we'll pay this **assignee**. **Assignee(s)** need to send us the original deed of assignment before we can pay any **benefit** to them.

If the **cover** is under trust, we'll pay the **benefit** to 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 any **benefit** to them. We'll return these when we pay the claim.

How we'll pay the **benefit**

We'll pay any **benefit(s)** due under the **cover** in pounds sterling by direct credit (via the **BACS** system) into a **UK, Channel Islands, Isle of Man or Gibraltar** bank account nominated by the **owner of the cover**, the **trustee(s)**, the **assignee(s)** or their personal representative.

If the **claimant** wishes to receive the **benefit(s)** outside of the **UK, Channel Islands, Isle of Man or Gibraltar**, then arrangements for such transfer from the **claimant's UK** bank account must be made at the **claimant's** own expense. The **claimant** will bear the risk of any difference due to the currency exchange rates.

Section 4

General terms and conditions

4.1 Cancelling your cover

When your **cover** starts, we'll send you information about your right to change your mind and cancel your **cover**. You have 30 days from the date you receive this information to cancel your **cover**. If you cancel your **cover** in this time we'll refund any **premiums** you've paid to us, unless we've paid you a **benefit** before you cancel.

If you don't cancel your **cover** within this time period, your **cover** will remain **active** as set out in your **Cover Summary**.

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

4.2 Cash value

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

4.3 Inflation

The purchasing power of the **benefit(s)** paid out may be reduced in real terms, due to the effects of **inflation**. If the **cover** has an increasing **sum assured**, this may provide some protection against the effects of **inflation**, however this isn't guaranteed. For more information on the effects of **inflation**, please speak to your financial adviser.

4.4 Interest

If we start paying the **benefit** any later than eight weeks after we receive all 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 at the time.



4.5 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 the **owner of the cover** or the person covered and their dependants 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 insurance and assistance services (such as claim assessment, claim processing and claim settlement)
- Administer the policy, 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 don't involve human input. For example, we use automated decision making to assess your eligibility for insurance and to determine the **premium** amount.

To opt-out of any marketing communications that we may send you, contact us by e-mail at **DataProtectionOfficer@protection.aviva.com** or by writing to The Data Protection Officer, Aviva, 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 about the person covered or the **owner of the cover** from them, their financial adviser, or from other sources – for instance their doctor.

We may ask their doctor for information before we offer **cover**. We may also get a report from their doctor or telephone them for more information after the **cover** has started. If we find that we have been given incomplete, inaccurate or false information, we do not receive the report from their doctor or they are unavailable for interview, we reserve the right to cancel the **cover** within 13 weeks. See section 3.13 for more information.

Who we will share personal information with

We may share personal information about the person covered or **owner of the cover** solely for the purposes listed above in 'How we use your personal information' with certain named third parties. These third parties may include:

- 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)
- Their financial adviser
- Their own doctor and other medical consultants
- Legal and regulatory bodies
- Law enforcement and fraud prevention agencies, and
- Other insurance companies or organisations.

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 (including the USA, Philippines and India) 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'll 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).

Alternatively, you may request a copy by writing to:

The Data Protection Officer,
Aviva,
PO Box 12010,
Harlow,
CM20 9LG
or by email at
DataProtectionOfficer@protection.aviva.com

4.6 Taxation, laws and regulations

This contract between you and Aviva Protection 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 interpreted in accordance with the **laws**.

By taking out this contract, the **owner of the cover** agrees to submit to the exclusive jurisdiction of the courts of England and Wales if there is ever a dispute between them and Aviva Protection UK Limited. **Laws** may change in future and Aviva Protection UK Limited can't be held responsible for any information given or any changes in tax provisions or legislation.

Benefit(s) payable under this **cover** are 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 and would recommend that you take professional advice before setting up a trust.

Cover held by the **trustee(s)** of a trust shouldn't normally form part of the estate of the person covered for Inheritance Tax purposes. There's a potential Inheritance Tax charge when **benefit(s)** are 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 **benefit(s)** are 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 is any change to tax and other **laws**, or **State Benefits**, Aviva Protection UK Limited may change the terms and conditions set out in the **cover** documents in order to comply with such **laws**.

4.7 Contract

The contract between the **owner of the cover** and Aviva Protection UK Limited consists of:

- any information provided by the person covered or the **owner of the cover** in their application and any subsequent information they've provided
- these terms and conditions, which we may amend from time to time
- any additional terms and conditions detailed in the **Cover Summary** that we send when the **cover** starts, and
- any additional terms and conditions detailed in any subsequent **Cover Summary**.

The contract between the **owner of the cover** and Aviva Protection 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 the **Cover Summary**, the terms set out in the **Cover Summary** will take precedence.

If any court finds that any provision of the **Cover Summary** or any other document embodying the contract between the **owner of the cover** and Aviva Protection 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 **Cover Summary** or any other document embodying the contract between the **owner of the cover** and Aviva Protection UK Limited won't be affected.

4.8 Misstatement of age

If, after the **cover** is taken out, we learn that the person covered has a different date of birth than the one originally stated by you, this will impact the **premium** and/or **sum assured** of their **cover**.

In some cases, this may affect their right to the **cover** and your **cover** may be cancelled.

It may also affect how we've interpreted medical evidence, which may result in a claim not being paid or the **sum assured** being reduced.

4.9 Complaints

If the **owner of the cover**, the person covered or any person to whom the **benefit** of the **cover** has been assigned has a complaint, they can contact our customer care team as detailed on page 4 of this document.

We'll try to resolve complaints as quickly as possible. If we can't deal with a 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 satisfactorily, the person with the complaint may be able to refer it 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 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

Website: www.financial-ombudsman.org.uk

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

4.10 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 policy with a different insurer. If this isn't possible, the FSCS aims to provide compensation.

For policyholders 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](https://www.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

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.

4.11 Assignment

If the **owner of the cover** assigns any of their legal rights under the **cover** to someone else (including any assignment to the **trustee(s)** of a trust), we must see notice of the assignment when a claim is made. This notice must be sent to: Aviva Protection UK Limited, PO Box 12010, Harlow CM20 9LG.

An assignment could take place when they're using the **cover** as security for a loan.

4.12 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.

The **owner of the cover** and Aviva Protection UK Limited are the parties to the contract.

4.13 Disclosure confirmation and verification

The person covered will be asked to provide details of their health and personal circumstances. The person covered and the **owner of the cover** 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 the **Application Details** isn't correct as this may affect the **cover**.

The information provided to us by the person covered is confidential and we won't disclose it to the **owner of the cover** without their permission. We'll send to the person covered details of their answers and a copy of their **Application Details**, and ask them to advise us of any corrections or additions they wish to make. If they don't answer our questions fully and honestly, this may result in us refusing any future claim.

We'll provide the **owner of the cover** and the person covered with a **Cover Summary** which will include information on any exclusions made as a result of the health information provided by the person covered.

We may select the application for a disclosure check. To complete the check, we'll either obtain a report from the doctor of the person covered, or call them for further information or perform data checks. If we've selected it for a check, the person covered must give permission for us to contact their doctor if required, and use all reasonable endeavours to ensure we're able to complete the check. If we've requested any additional information from the **owner of the cover** or person covered they must provide it within 30 days.

If they don't respond to a request from us within 13 weeks for medical evidence or 30 days for other information, we'll cancel the **cover**.

4.14 Economic sanctions

We won't be responsible or liable to provide **cover** (including payment of a claim or provision of any other **benefit**) under this policy 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 providing **cover** or dealing with you under this policy.

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 covered under the **cover**, are the subject of an economic sanction, we may not be able to provide **cover** under the policy.

4.15 Restricted persons

This **cover** won't cover any injury, loss or expense sustained directly or indirectly by any person covered who is in a terrorist organisation, narcotics trafficker, or seller of nuclear, chemical or biological weapons.

4.16 When we make changes to your cover

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

These changes could affect the amount and type of cover provided under the **cover**. If we do decide to make any changes to your **cover**, 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 **cover** (see the section 4.1 Cancelling your cover).

4.17 About our business

Aviva Protection 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**.

Section 5

Definitions

An explanation of the terms we use across Term Assurance (please note these definitions aren't case sensitive).

Active

The **cover** has started, is within its term, **premiums** are up-to-date and we haven't written to the person covered or the **owner of the cover** to tell them that they are no longer covered.

Application Details

A copy of all the information provided by the person covered and (if applicable) the **owner of the cover** in the application.

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

Assignee

A person to whom this **benefit(s)** is legally transferred.

BACS

A scheme for the electronic processing of direct debits and direct credits.

Benefit

Any payments the **claimant** receives from Aviva Protection UK Limited.

Channel Islands

The Island of Jersey and the Island of Guernsey.

Child

Anybody between 30 days and 21 years old who is:

- a natural child of the person covered or their **partner**
- legally adopted by the person covered or their **partner**, or
- a legal stepchild of the person covered following their marriage or civil partnership.

Claimant

The person(s) legally entitled to claim the **benefit(s)** under the **cover(s)**. This may be the **owners(s) of the cover**, **trustee(s)** on behalf of the trust and for the benefit of the beneficiaries, **assignee(s)** or personal representatives of the **owner(s) of the cover's** 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 the person covered for their condition.

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

Cover/covers

Term Assurance provided by Aviva Protection UK Limited.

Cover Summary

This is a document we send to the person covered or to the **owner of the cover** once we have agreed to offer them a **cover**. It explains any special conditions which apply to the **cover**, for example if there are any illnesses which are usually part of the **cover** but which we can't cover them for, and whether or not they have the automatic right to ask for an increase in the **sum assured** should their circumstances change.

Daily activities

These are the things people need to do in everyday life. We refer to these as **work tasks**. See **work tasks** for further information.

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.

Incapacitated

There are two different ways we define incapacitated in relation to the person covered.

These are based on their ability to do:

1. their **own occupation** – the kind of job they did before they had to stop **work**, and
2. their **work tasks** (also known as **daily activities**) – the things people need to do in everyday life.

Which of these definitions applies to the person covered depends on:

- whether they are in paid **work**, and
- what kind of **work** they do.

The **Cover Summary** shows which definition applied to the person covered when the **cover** was taken out. If their circumstances change, a different definition may apply. For instance, if the person covered is under 70 and not in paid **work** when they become incapacitated, a **work tasks** definition will apply.

In all cases, the incapacity must be confirmed by appropriate medical evidence and agreed by our Consultant Medical Officer.

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 your money, and the **benefit(s)** provided by your **cover**, may fall because you may be able to afford less with the same amount.

Joint life

Cover for two people with the **benefit** payable once.

Joint life first event

A **cover** where the **benefit** is paid when one of the persons covered dies or is diagnosed with a **terminal illness**.

Joint life second event

A **cover** where the **benefit** is paid when both of the persons covered have either died or have been diagnosed with a **terminal illness**.

Laws

The law of England and Wales.

Occupation

A trade, profession or type of **work** undertaken for profit or pay. It isn't a specific job with any particular employer and is independent of location and availability.

Own occupation

The person covered is not doing any paid **work** and has been diagnosed with an illness, injury or disability which prevents them from doing the essential duties of their own occupation. The essential duties are those that are normally required for, and/or form a significant and integral part of, the performance of the person's own occupation that can't reasonably be omitted or modified.

Own occupation means the trade, profession or the type of **work** you do for profit or pay. It isn't a specific job with any particular employer and is irrespective of location and availability.

Owner(s) of the cover

A person or two persons that enter into a contract for **cover** to insure their lives or the life of another person on the basis of an insurable financial interest in that person.

Parent Company

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

Partner

Someone the person covered is married to or in a civil partnership with, or someone they have been living with for a minimum of two years as if they were married or in a civil partnership.

Premium/premiums

The monthly or annual payment to Aviva Protection UK Limited for Term Assurance.

Single life

Cover for one person.

State Benefits

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

Sum assured

The amount we would pay for a successful claim on Term Assurance.

Term of the cover

How long the **cover** lasts. In other words, the period between the date the **cover** starts and the date it ends as shown in the **Cover Summary**.

Terminal illness – where life expectancy is less than 12 months

A definite diagnosis by the attending **consultant** of an illness 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 attending **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 **cover** ends, provided a claim has been submitted while the **cover** is still **active**, before the **cover** ends.

Trustee

A person, often one of a group, who becomes the legal owner of the trust assets (in this case, the policy 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 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.

UK

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

Work

Paid employment or self-employment.

Work tasks

The person covered has been diagnosed with an illness, injury or disability which prevents them from doing at least three out of the six work tasks, also known as **daily activities**.

The person covered must need the help or supervision of another person and be unable to perform the work tasks on their own, even with the use of special equipment routinely available to help and taking any appropriate prescribed medication.

The work tasks are:

Bending

The ability to bend or kneel to touch the floor and straighten up again.

Climbing

The ability to climb up a flight of 12 stairs and down again, using the handrail if needed.

Lifting

The ability to pick up an object weighing 2kg at table height and hold for 60 seconds before replacing the object on the table.

Getting in and out of a car

The ability to get into a standard saloon car, and out again.

Walking

The ability to walk more than 200 metres on a level surface.

Writing

The manual dexterity to write legibly using a pen or pencil, or type using a desktop personal computer keyboard.

In addition to the above, we will pay the **benefit** where the person covered meets the following definition:

Mental failure

A current mental impairment due to an organic brain disease or brain injury supported by evidence of the loss of ability to:

- remember
- reason, and
- perceive, understand and give effect to ideas, which causes a significant reduction in mental and social functioning, requiring continuous supervision. A **Consultant** Neurologist or Psychiatrist needs to make the diagnosis.

Or

Where the person covered is unable to meet both of the following definitions, or one of the following definitions and one work task:

Seeing

The ability to see well enough to read 16-point print using glasses or other reasonable aids

Communicating

The ability to:

- Clearly hear conversational speech in a quiet room in their first language
- Understand simple messages in their first language, or
- Speak with sufficient clarity to be clearly understood in their first language.

For the above definitions, disabilities for which the relevant specialists cannot give a clear prognosis aren't covered.

How to contact us

Call us on:

 0345 600 6820

If calling from outside the UK, please call: +44 1737 441 820

Email us at: enquiries@protection.aviva.com

Write to us at:

Aviva Protection 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

Need this in a different format?

Please get in touch if you'd prefer this brochure (**EDCO1064**) in large font, braille, or as audio.

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