

# Instant Life Insurance

**Insurance Details** 



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# Welcome to Aviva

# Thanks for choosing Instant Life Insurance from Aviva

Instant Life Insurance is designed to pay you a sum of money if you die or are 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 Instant 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 policy pack when you took out your cover.

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 Protection UK Limited. 'You' or 'your' means the person(s) insured 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 4.

# 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 (**EDCO1715**) in large font, braille, or as audio.

# The insurance

Instant Life Insurance is a type of insurance that's designed to support your family financially when you're no longer there for them. It pays out a single sum of money if you die or have a **terminal illness**.

# 1.1 Who can take out Instant Life Insurance?

At the time you apply for this cover, both you and the person 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.

# 1.2 When we'll pay

We'll pay out if you die or are diagnosed with a **terminal illness** during the length of the **insurance**.

If you've chosen **joint life insurance**, your **insurance** will pay out once.

Once an **insurance** claim has been paid, your **insurance** will stop.

## 1.3 How much we'll pay

The maximum **insurance amount** you can have will depend on your age.

Your age	Maximum insurance amount
17-40	£750,000
41-45	£600,000
46-55	£350,000
56-59	£200,000



If you have more than one policy (whether provided by Aviva Protection UK Limited or originally provided by us under our former name, AIG Life Limited), the maximum applies to the sum of all Instant Life Insurance policies you have with us.

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** will increase in line with the **Retail Prices Index**, up to a maximum annual increase of 10%.

We'll write to you each year to tell you the new **insurance amount** and the new amount you'll be paying.

If you've chosen decreasing **insurance**, the **insurance amount** that's shown in your **Insurance Summary** will reduce each month after the first month of your **insurance**, to reach zero when your **insurance** ends. It works in the same way as the outstanding amount on a repayment mortgage, with an annual interest rate of 8%.

#### 1.4 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
- we find that you've given us inaccurate, incomplete or false information on your application, which would've affected our decision to offer you **insurance**
- you don't keep up your regular payments to us
- your diagnosis doesn't meet the criteria for our definition of **terminal illness**
- the **terminal illness** claim wasn't submitted while the **insurance** was active, before the **insurance** ended
- you die as a result of your own actions within one year of your **insurance** starting (your **Insurance Summary** lists this as being an exclusion from payment), or
- your **insurance** has ended.

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 **insurance** will be cancelled
- we won't pay any **insurance** amount
- any **insurance amount** that has already been paid under the **insurance** must immediately be repaid to us, and
- any payments you have made for your **insurance** won't be returned.

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:

- 1. If we wouldn't have offered you the **insurance**, we'll cancel the **insurance** and refund any payments you've already made.
- 2. 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.

## 1.5 Options in your insurance

There are options available in this **insurance** that may not be available to you depending on where you bought your **insurance**. Your **Insurance Summary**, which you'll receive when you purchase your **insurance**, will show which options you've selected.

# 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 sterling and from a **UK**, **Channel Islands,** Isle of Man or Gibraltar bank account.

After your first payment has been collected, we'll collect regular payments on the same day 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**.

When the payment collection 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 you miss any monthly payment and you don't pay it within 30 days after it was due, we'll cancel your **insurance** and you'll no longer be insured. We'll write to tell you that your **insurance** has been cancelled. You may be able to reinstate your **insurance** by paying any outstanding payments up to 60 days after it was missed.

#### 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 annually and will increase by a higher percentage than that of the **insurance amount**, given the increased likelihood of a claim as you get older.

We'll write to you each year to tell you the new **insurance amount** and how much you'll be paying. You don't need to accept the increase, but must advise us if you don't. If you don't accept the increase, we won't increase the **insurance amount**. However, if you decide to decline the increase for three consecutive years, you'll no longer have the option of increasing your **insurance** 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 for your insurance number when you call. We'll also ask some security questions to confirm your identity.

### 2.3 Changing your Instant Life Insurance

The following section explains how you can change your **insurance**.

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

#### 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:

- you're in a position to make a claim, or
- the **insurance amount** has been frozen for three consecutive years

#### 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 3.

### 2.4 Claiming on your insurance

#### When to claim

We ask the person claiming to contact us as soon as possible.

#### How to make a claim

The person claiming 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.com, or
- write to us at Claims Team, Aviva Protection UK Limited, PO Box 12010, Harlow CM20 9LG.

We're open Monday to Thursday, 8.30am to 6.00pm 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 a **terminal illness** claim, we'll continue to collect your payments to us while we're assessing a claim. If a claim is made, we'll let you know if we can refund any of the payments you made while we assessed the 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 **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

If we've agreed that the person claiming may have a valid claim, we may pay up to £300 from our Claims Support Fund for services that support you or your family. The services that are covered by this support payment will depend on the circumstances but could range from physiotherapy or counselling to the cost of taking taxis to hospital appointments.

We need to approve the services, and agree their cost, before they're used. Whether we approve the service depends on your situation and the advice of your doctor. We'll refund the cost as soon as we've received the receipts for the services that we agreed.

The claims adviser will explain the services that we can pay for.

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

Any payments we make under the Claims Support Fund won't be deducted from your **insurance** payout.

#### 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's legally entitled to receive your **insurance** payment.

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

If you've instructed us to pay out your **insurance** 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** to them.

If your **insurance** is under 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** to them. We'll return these when we pay the claim.

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

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

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

# 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 cancel your **insurance**. If you cancel your **insurance** in this time, 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 your **insurance** 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.

# 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 don't 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 e-mail at **DataProtectionOfficer@ protection.aviva.com** or by writing to The Data Protection Officer, Aviva Protection 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 your financial adviser, or from other sources, for instance your doctor.

We may 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. Please see section 3.13 for more information.

#### 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 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)
- Your financial adviser
- Your 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 Protection 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 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, you agree to submit to the exclusive jurisdiction of the courts of England and Wales if there's ever a dispute between you and Aviva Protection 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's 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 Protection 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 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 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 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 **Insurance Summary** or any other document embodying the contract between you and Aviva Protection 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 may impact your Life Insurance amount and your monthly payment.

In some cases, this may affect your right to **insurance** and your **insurance** may be cancelled.

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

### 3.9 Complaints

If you or any person who your **insurance** has been assigned to has a complaint, please contact our customer care team as detailed on page 4 of this document.

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 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 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 (FCSC), 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**. Alternatively, you can contact them at the following address:

Financial Services Compensation Scheme PO Box 300 Mitcheldean GL17 1DY

Telephone: 0800 678 1100 or 020 7741 4100. 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.

# 3.11 Assignment

If you assign 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 Protection 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 Protection 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** isn't correct as this may affect your **insurance**. If this does affect your **insurance**, your **insurance** will be cancelled. You may still be able to reapply.

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.

We may select your application for a disclosure check. To complete the check, we'll obtain a report from your doctor, call them for more 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'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 **insurance**.

These changes could affect the amount and type of cover provided under the **insurance**. 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 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**.

# Definitions

The following are explanations of the terms we use across Instant 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.

#### **Channel Islands**

The Island of Jersey and the Island of Guernsey.

#### 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.

#### Eligible country

An eligible country is one of the following:

Australia, Austria, Belgium, Bulgaria, Canada, **Channel Islands**, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Isle of Man, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, 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 Instant Life Insurance that's provided by Aviva Protection UK Limited.

#### Insurance amount

The amount of money we'd pay for a successful claim on your Instant 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.

#### 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.

#### Resident

You're considered resident if:

- You have indefinite leave to remain in the UK, Channel Islands, Isle of Man or Gibraltar
- You're an EU or EEA national living permanently in the **UK**, **Channel Islands**, Isle of Man or Gibraltar or
- You've resided in the **UK**, **Channel Islands**, Isle of Man or Gibraltar for the last 12 months, live there permanently and will continue to do so.

#### **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 can't 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 has been 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:

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 (**EDCO1715**) in large font, braille, or as audio.

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