

Key3 Critical Illness Insurance

Cover Details

Individual Protection



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Welcome to Aviva

Thanks for choosing Key 3 Critical Illness from Aviva

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 Key 3 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 Key 3 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.

Need this in a different format?

Please get in touch if you'd prefer this brochure (**EDCO2115**) in large font, braille, or as audio.

Section 1

Setting up the cover

1.1 The owner of the cover

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

If you apply for Key3 Critical Illness Insurance 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 Key3 Critical Illness Insurance 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 chose to assign the **benefit** or place it in trust.

1.2 Who can take out Key3 Critical Illness 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.

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. In addition, you'll always have an insurable interest in 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 financial 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.



Section 2

The cover

2.1 Key3 Critical Illness Insurance **benefit**

We'll pay the **benefit** if:

- any of the persons covered suffer one of the specified **critical illness** conditions and survive for 14 days or more after the diagnosis. The **cover** stops after we've paid the **sum assured**.

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** as 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 on the anniversary of the policy starting, the **sum assured** will increase by 5%. On the anniversary each 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 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**.

Death under a **joint life** policy

If one person covered dies and wasn't eligible to claim under Key3 Critical Illness, the **cover** will continue for the surviving person on the same **premium**.

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 person covered is diagnosed with a **critical illness** that we don't cover or they're diagnosed with a **critical illness** but the diagnosis doesn't meet the criteria for our definition of that **critical illness**
- the person covered is diagnosed with a specified **critical illness** condition and they don't survive for 14 days or more after diagnosis
- the person covered dies
- we find the person covered or the **owner of the cover** 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 person covered doesn't satisfy the geographical restrictions set out in the 'Claiming a **benefit**' section, or
- the claim is caused by something that we've specifically excluded from this **cover** - this will be shown in the **Cover Summary**.

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 payments you've already made
2. If we'd have offered different terms and conditions for the **cover** (other than your payments), 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'd have offered the **cover** with higher payments from you, we may reduce the **benefit** to reflect the higher payments that would have applied.

In these circumstances, we'll use this formula:

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

2.2 Critical illness definitions

This section lists the **critical illnesses** that we cover, and their definitions. Each definition sets out the exact diagnosis that must be given for us to accept a claim for **critical illness**.

Some people may not be covered by every **critical illness** in this list. This could be because, for example, they have a particular medical condition when they apply for **cover**. The **Cover Summary** will show if we haven't included any of these **critical illnesses** in the **cover**.

Cancer – excluding less advanced cases and including aplastic anaemia

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

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

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

- All cancers which are histologically classified as any of the following:
 - " pre-malignant

- " cancer in situ
- " having borderline malignancy, or
- " having low malignant potential

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

Heart attack – of specified severity

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

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

The evidence must show a definite acute myocardial infarction.

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

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

Stroke – of specified severity

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

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

For the above definition, the following is not covered:

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

2.3 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 **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** as applied when they first claimed
- they die
- a successful claim is made resulting in the full sum assured being paid, 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 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 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 the 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 pounds sterling.

Regular premium

If a monthly **premium** has been selected, we'll collect the regular **premium** between the 1st and the 28th of the month. We'll collect the **premium** on the same date each month. The person paying the **premium** 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, you can ask us to restart it. You 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, please refer to section 2.3

- a Waiver of Premium claim ends
- it becomes subject to tax
- Waiver of Premium ends as shown in the **Cover Summary**, if it 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.

3.2 Telling us about changes to personal details

The **owner of the cover** or the person covered need 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.

3.3 Changing a cover

The following sections explain how the **owner of the cover** can change their **cover**.

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

Stopping and restarting the annual increase

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 or more
- we're paying a **benefit** under any **cover**, or
- the **owner of the cover** is in a position to make a claim under the **cover**.

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.

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 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
- 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 6pm and Friday, 8.30am to 5.30pm, except for bank holidays. Please note these opening hours are **UK** local time.

We'll continue to collect **premiums** while we're assessing claims. 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 are paying the **benefit**.

For **critical illness** claims 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 – Claims Support Fund

If we've agreed that the person claiming may have a valid claim, we may pay up to £500 from our Claims Support Fund for services that support the person 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 won't 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 **benefit** payable.

Who we'll 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** 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 **assignee(s)** or their personal representative.

If the **claimant** wishes to receive the **benefit(s)** outside of the **UK, Channel Islands, the Isle of Man or Gibraltar**, then arrangements for such transfer from the **claimant's UK, Channel Islands, Isle of Man or Gibraltar** 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 a 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 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 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 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 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 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 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've been given incomplete, inaccurate or false information, we don't receive the report from their doctor or they're unavailable for interview, we reserve the right to cancel the **cover** within 13 weeks.

Who we'll 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.

More information on how we process your personal data can be found on our website at **protection.aviva.com**.

International Transfer of personal information

Sometimes we, or third parties acting on our behalf, may need to transfer personal information to parties located in other countries (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](https://www.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.

4.6 Taxation, laws and regulations

This contract between you and Aviva, 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 **law**.

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. **Laws** may change in future and Aviva 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.

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**, Aviva 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 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 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 is 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 (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 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 on 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 Complaints team by calling 0345 600 6813 or emailing complaints@protection.aviva.com.

We'll try to resolve complaints as quickly as possible. If we can't deal with their 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, they may be able to refer their 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've to pay compensation.

If a complaint is made, we'll send them 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: financial-ombudsman.org.uk

If a complaint is made, it won't affect their 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. 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 are 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 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** is not 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 more 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 a member of a terrorist organisation, narcotics trafficker, or seller of nuclear, chemical or biological weapons.

4.16 When we can 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 is a request from any regulatory authority to do so, or there is a change in the law, applicable legislation, regulation, taxation, our expenses or recommendations or decisions of a regulator or similar body affecting us or your **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 Key3 Critical Illness Insurance (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're 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 your **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.

Channel Islands

The Island of Jersey and the Island of Guernsey.

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 legal 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

Any policy 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've 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've the automatic right to ask for an increase in the **sum assured** should their circumstances change.

Critical Illness

An illness that:

- we cover under Section 2.2
- meets our definition of that critical illness in section 2.2
- is diagnosed by a **consultant**
- is the first and unequivocal diagnosis of the illness, and
- is confirmed by our Consultant Medical Officer.

Daily activities

These are the things people need to do in everyday life. We refer to these as **work tasks**. See **work tasks** for more 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**, or
2. their **work tasks** (also known as **daily activities**) - the things people need to do in everyday life.

Which of these two 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 aged under 70 and not in paid **work** when they become incapacitated, a **work tasks** definition will apply.

In all cases, their 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 **sum assured** payable once.

Laws

The law of England and Wales.

Neurological deficit with persisting clinical symptoms lasting at least 24 hours

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

Symptoms that are covered include:

- numbness
- hyperaesthesia (increased sensitivity)
- paralysis
- localised weakness
- dysarthria (difficulty with speech)
- aphasia (inability to speak)
- dysphagia (difficulty in swallowing)
- visual impairment
- difficulty in walking
- lack of co-ordination
- tremor
- seizures
- dementia
- delirium, and
- coma.

The following aren't covered:

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

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 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 for a Key3 Critical Illness Insurance **cover**.

Single life

Cover for one person.

Sum assured

The amount we would pay for a successful claim on Key3 Critical Illness Insurance.

Term of the cover

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

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

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.

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 take any appropriate prescribed medication.

The work tasks are:

Walking

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

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.

Bending

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

Getting in and out of a car

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

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'll pay the **benefit** where the person covered meets the following definition:

Mental failure

A current mental impairment because of 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 definition, disabilities for which the relevant specialists can't give a clear prognosis aren't covered.

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protection.aviva.com

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