

# Accidental Permanent Injury Insurance



**AVIVA**

## How to get in touch

You can write to us at:

Aviva  
PO Box 3553  
Norwich  
NR1 3DA

### **To make a claim or check progress on a claim call us on 0800 051 5175**

Call us as soon as possible between 9am and 5pm Monday to Friday (excluding public and bank holidays).

A claims adviser will register your claim and give you guidance and support. The 'How do I make a claim?' section explains everything you need to know.

Alternatively, you can email us at: [hcpamoa@aviva.co.uk](mailto:hcpamoa@aviva.co.uk)

### **For anything else call us on 0800 158 3993**

If you have any questions or want to make any changes to your insurance call us between 9am and 5pm Monday to Friday (excluding public and bank holidays).

Alternatively, you can email us at: [paadmin@aviva.co.uk](mailto:paadmin@aviva.co.uk)

#### **Please note:**

- When writing or sending an email, please help us by quoting your policy number. You can find this on your policy schedule.
- For email correspondence any details you submit will not be secure whilst being submitted.
- For our joint protection telephone calls may be recorded and/or monitored.
- Call charges may apply from mobiles. Please check with your service provider.

## **If you want to cancel this insurance**

You have the right to cancel your insurance within 14 days from the day of purchase or the day on which you receive your policy documentation, whichever is the later.

If you cancel during this period, you are entitled to a full refund of the premium paid. If you have made a claim and then cancel within this period, we will seek to recover any claim payments already made.

If you don't cancel in this period, your insurance will continue in force and you must pay the premium.

Following the expiry of this period, you continue to have the right to cancel your insurance at any time. If you do so you will not receive a refund of premium and you will be covered until the end of the month for which you have paid your latest premium. Please see the 'When this insurance will end' section for full details and information about our rights to cancel your cover.

You can cancel your insurance at any time by calling 0800 158 3993 or by writing to Aviva, PO Box 3553, Norwich, NR1 3DA.

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## What this insurance does

This insurance is here to help you cope financially if an insured person suffers an accident that directly results in certain types of permanent injury.

Should an insured person suffer one of the injuries covered under this insurance as a direct result of an accident, we will pay the amount shown in the table of benefits on your current policy schedule for that specific injury. We explain what we mean by 'accident' in the 'What is an accident?' section of this policy booklet.

This insurance is intended to cover you against a range of permanent injuries. However not every injury is covered. The details of the cover, terms and conditions and exclusions can be found in the 'Your cover' section.

We will pay any benefit due regardless of whether the insured person is covered by any other personal accident insurance.

## What this insurance does not do

This insurance is intended to cover an insured person against permanent injuries which are a direct result of an accident only. For that reason it will not cover you for an injury which is the direct result of an illness or disease.

It is not intended to cover less serious injuries, for example broken bones, sprains and other soft tissue injuries.

Full details of the cover, terms and conditions and exclusions can be found in the 'Your cover' section.

This insurance does not provide cover for children. Other personal accident products are available which provide this cover. Please call us on 0800 158 3993 for more information.

Please read the following examples to help you understand the cover this Accidental Permanent Injury Insurance provides. After each example we tell you whether a claim would be successful or not and explain how and why we reached this decision.

### Example 1

Whilst crossing the road Mr Matthews was hit by a car and suffered serious injuries to his back. Investigation of his injuries found that his spine had been fractured with damage to his spinal cord meaning he had no feeling below his waist.

After treatment and rehabilitation, the injury was confirmed as permanent and Mr Matthews submitted a claim for loss of use of his legs under the 'Loss of use of arms and/or legs' section.

Following investigation, Aviva confirmed Mr Matthews' claim was successful as the permanent injury was a direct result of the accident. He was paid the full benefit amount stated for loss of use of two legs as shown in the table of benefits, since his claim was for both legs.

### Example 2

Whilst driving, Mrs Brown suffered a stroke and crashed her car. She suffered minor, temporary injuries as a direct result of the crash, but was left paralysed down the right side of her body due to the stroke. She submitted a claim for loss of use of her arm and leg.

Investigation of her claim confirmed that the stroke was caused by a blood clot in her brain unrelated to the accident.

Aviva did not pay the claim because the paralysis was caused by the stroke, not the accident.

## **Your Accidental Permanent Injury Insurance policy**

Thank you for choosing this insurance.

This is your policy booklet which sets out the terms of this insurance cover. It tells you all you need to know about your Accidental Permanent Injury Insurance. Details of the cover you have chosen are shown in your current policy schedule.

Please read this policy booklet and your policy schedule and familiarise yourself with the cover provided by this insurance and all the terms, conditions and exclusions that apply.

Please keep them in a safe place and make sure a relative or close friend knows where to find them.

If any of the details on your current policy schedule are incorrect or you need to advise us of any of the changes listed in the 'Changes we need to know about' section, please contact us straightaway and we will send you new policy documents with the correct details.

### **The contract of insurance**

This policy booklet and your policy schedule form the contract of insurance between you and us. In return for payment of your premium and subject to the terms, limitations and exclusions of this contract we will pay the amounts shown in the table of benefits on your current policy schedule that apply at the time of the insured person's accident.

If any insured person does not comply with the terms and conditions of the contract of insurance you may not be entitled to make a claim.

## What we mean by certain words

Where you see the following words they have the following specific meanings:

'Accident'	means as set out in the 'What is an accident?' section.
'Doctor'	means a qualified medical practitioner or specialist (other than an insured person or a member of their family).
'Insured person'	means you, and your partner if cover for partner is shown on your current policy schedule.
'Partner'	means your marital/civil partner or your partner with whom you live and share financial responsibility.
'UK'	means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
'We', 'us' and 'our'	means Aviva Insurance Limited.
'You' and 'your'	means the person who has been accepted by us for insurance, has paid or agreed to pay the premiums and is named on the current policy schedule as Policyholder.

## What is an accident?

We will only pay a claim if your injury is the direct result of an accident.

### What do we mean by an 'accident'?

An accident is a single, unexpected, unforeseen and unintentional incident that is not a symptom of a disease or illness.

#### Example 1

A person with diabetes suffers from dizziness whilst up a ladder, due to their low blood sugar levels. They fall, severely injuring their leg which later requires amputation - this is covered because the amputation is the result of an accident.

#### Example 2

A person suffers complications from diabetes that results in amputation of their lower leg – this is not covered because there has been no accident.

## What are you covered for?

If you suffer an accident which directly results in one of the bodily injuries specified in the 'Your cover' section, we will pay the benefit shown in the table of benefits on your current policy schedule, subject to the limits set out in this booklet.

If you have any questions about any of the information in this section or would like to talk to us about a specific medical question please call our customer helpline on 0800 158 3993.

## Am I eligible for this insurance?

You must make sure you can answer 'yes' to all of the following statements at the start of and throughout the period of your insurance.

If you answer 'no' to any of the following statements you must contact us straightaway as you are not eligible for this insurance and will not be entitled to make a claim.

- I am aged 18 years or over and under 81 years old
- My main private residence is in the UK

## Who can I cover on my insurance?

You can choose to add your partner to your insurance so they can also receive cover (as long as they are eligible and you pay the extra premium). This insurance does not provide cover for children.

For your partner to be eligible for this insurance, entitling you to make a claim in respect of them, you must make sure you can answer 'yes' to the following statements at the time they are added to your insurance and throughout the period of your insurance.

If you answer 'no' to any of the following statements you must contact us straightaway as they are not eligible for this insurance and you will not be entitled to make a claim.

- Your partner is aged 18 years or over and under 81 years old
- Your partner lives with you and you both share financial responsibility

## Changes we need to know about

Keeping your details up to date is really important.

We need to be told whenever any of the following occur:

- Any information on your current policy schedule changes.
- You want to add or remove a partner from your insurance.
- Your main private residence is no longer in the UK.
- Your partner no longer lives with you and/or you no longer share financial responsibility.
- You or your partner reaches age 81.
- An insured person dies.

If you fail to provide complete and accurate information this may affect your insurance and entitlement to make a claim. This is explained in the 'When this insurance will end' section.

## Your cover

This insurance provides the cover set out below and pays the benefit for that specific injury shown in the table of benefits on your current policy schedule.

To help you understand what we mean by an 'accident' please refer to the 'What is an accident?' section earlier in this policy booklet.

### Section A – Permanent bodily injury

#### What is covered

##### 1. Amputation of arms and/or legs

We will pay the benefit shown in the table of benefits if an insured person suffers an accident which directly results in amputation of:

- an arm at or above the wrist; or
- a leg at or above the ankle.

We will cover amputation whether this occurs:

- at the time of the accident; or
- within 24 months of the date of the accident,

and only where it is medically necessary as a direct result of the accident.

##### 2. Loss of use of arms and/or legs

If an insured person suffers an accident which directly results in some degree of permanent loss of use of arms and/or legs, we will pay a percentage of the benefit shown in the table of benefits depending on the extent of loss of use that a doctor confirms you have suffered.

- Where the loss of use is less than 20% we will not pay any benefit.
- Where the loss of use is 20% or more and under 70% we will pay a percentage of the full benefit shown in the table of benefits equal to the percentage of loss that a doctor confirms you have suffered as a direct result of the accident. Please see the example below.
- Where the loss of use is 70% or more, the benefit shown in the table of benefits will be paid in full.

For multiple injuries sustained during the same accident we will calculate the percentage of benefit payable, for partial loss of use for each arm or leg, separately.

In all cases the loss of use must occur within 24 months of the date of the accident.

#### Example

A fall down the stairs leaves Mr Smith with permanent damage to his shoulder. He can still use his arm, but has restricted movement and strength in his arm. A medical report confirms that Mr Smith has lost 50% of the use of his arm and we pay 50% of the full benefit shown in the table of benefits for loss of use of one arm.

##### 3. Other permanent injury

**This section only applies in respect of permanent injuries that are not covered elsewhere under this insurance.**

If an insured person suffers an accident which directly results in a permanent injury that is not covered elsewhere under this insurance and this entirely prevents them from following any occupation suited to their education, experience and capability, we will pay the benefit shown in the table of benefits for other permanent injury.

In all cases the injury must be confirmed, by a doctor, as permanent within 24 months of the date of the accident.

#### Claim payment limitations – section A

- If you make multiple claims for any one arm or leg we will only pay up to the maximum amount shown in the table of benefits, regardless of the number or type of claims made for that arm or leg.
- If multiple injuries are sustained during the same accident, the benefit for each loss will apply as shown in the table of benefits. For example, amputation of one arm and loss of sight in one eye will result in a benefit payment for each specific injury.

## Section B – Sensory disability

### What is covered

#### 1. Loss of sight

We will pay the benefit shown in the table of benefits if an insured person suffers an accident which directly results in the permanent loss of sight in one or both eyes.

- For loss of sight in one eye - an ophthalmologist must confirm that the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.
- For loss of sight in both eyes - an ophthalmologist must confirm that the degree of loss of sight means that the insured person is eligible to register as severely sight impaired (blind).

In all cases the loss of sight must occur within 24 months of the date of the accident.

#### **The Snellen scale**

The Snellen Scale is the most commonly used method of measuring sight and is accepted as an industry standard.

A reading of 3/60 on the Snellen scale means that someone can only see at 3 metres what a person with standard vision can see at 60 metres.

#### 2. Loss of hearing

We will pay the benefit shown in the table of benefits if an insured person suffers an accident which directly results in the permanent loss of hearing in one or both ears.

An audiologist must confirm that the loss of hearing equates to greater than 95 decibels across all frequencies using a pure tone audiogram.

In all cases the loss of hearing must occur within 24 months of the date of the accident.

#### **Pure tone audiogram**

A pure tone audiogram is used to measure hearing loss; 95 decibels means someone might not be able to hear an underground train coming into the station whilst standing on the platform.

### Claim payment limitations – section B

If we make a payment for loss of sight in one eye or hearing in one ear, all cover for that eye or ear will end.

## General exclusions

1. We will not pay any claim in respect of a permanent injury caused by:
  - illness or disease unless this is a direct result of an accident;
  - side effects of medication;
  - known risks associated with a medical or surgical procedure;
  - a gradual loss of use or function which is not as a direct result of an accident.
2. We will not pay the insured person for any claim resulting from:
  - their attempted suicide or deliberate self inflicted injury;
  - their reckless and deliberate exposure to known danger (except in an attempt to save human life);
  - their use of drugs (other than drugs correctly taken under medical supervision or guidance and not for treating alcohol or drug addiction);
  - consumption of alcohol to an extent that the insured person suffers mental or physical impairment which causes the accident or results in the insured person doing something they would not normally do without the influence of alcohol;
  - the insured person being in control of a motor vehicle and:
    - acting in a dangerous or careless manner; and/or
    - exceeding the legal speed limit; and/or
    - drink or drug driving;
  - their participation in or acting as an accessory to any crime or attempted crime;
  - their participation in, practice or training for any sport as a professional sportsperson.
3. We will not pay any claim where there is any fraud, intentional exaggeration or intentional misrepresentation by an insured person or anyone acting for the insured person in relation to such claim. If this happens, you will have to return any benefits already paid in relation to the claim. Please see the 'When this insurance will end' section for more information about how fraud and misrepresentation will affect your future and existing rights under this insurance.
4. We will not pay for any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
  - (a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
  - (b) any action taken in controlling, preventing, suppressing, or in any way relating to, (a) above.
5. We will not pay for any claim directly or indirectly caused by ionising radiation or radioactive contamination from nuclear waste or the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment.

## How do I make a claim?

It is important that you register your claim as soon as possible by calling 0800 051 5175 between 9am and 5pm Monday to Friday (excluding public and bank holidays). Please quote your policy number.

- We will send you a claim form to complete and return.
- We will also ask the insured person to sign a Form of Consent to enable us, where applicable, to contact their doctor and the hospital which is treating them.
- Depending on the circumstances of the accident we may also ask the insured person to provide additional contact information, for example if the injury occurred at work we will ask for the insured person's employment details (name and address and payroll number), or if the injury was sustained as a direct result of a crime we will ask for details of the investigating officer.

### Supporting information you will need to provide

As well as approaching healthcare and/or other professionals at our own cost we may ask the insured person to supply further information or evidence to help us assess and/or validate your claim.

You must supply and pay for all information or evidence that we may reasonably request.

The type of information and evidence we need will depend on the circumstances of the claim. In all cases we will only ask for information which is relevant to the insured person's claim, the treatment received or previous medical history.

### How you are paid

Claim benefit payments will be made directly to the insured person in respect of whom the claim is being made or, where relevant, the executor/administrator of their estate.

## Payment of premium

The premium is payable monthly and the amount is shown on your current policy schedule. It is due on the first premium due date, as advised to you in 'Your Direct Debit Instruction Confirmation' letter, and then on the first working day of each month.

If you fail to pay any premium on the date it is due or, if applicable, when requested later the same month, cover will not be in force from the date the unpaid premium was due, and we will not pay for any claims in relation to an accident which happens after that date. Please see the 'When this insurance will end' section for more information on how non-payment of premium affects your insurance.

If the premium is paid later the same month, then cover will continue as if it had been paid on the due date.

## Changes we can make to premium, cover and/or terms and conditions

1. We can, after taking a fair and reasonable view, make changes to your premium, policy cover and/or terms and conditions of insurance to reflect changes in:
  - our expectation of the future cost of providing cover;
  - our expectation of the future costs of administering your insurance.

These changes will be notified to you in writing at least 45 days before they become effective. Premiums and/or policy cover may go up or down but we will not recoup past losses. If any change is made we will not make another for at least 12 months.

2. Additionally, we can, at any time and after taking a fair and reasonable view, make changes to:
  - your premium, cover and/or terms and conditions of insurance to reflect changes (affecting us or your insurance) in the law or regulation or the interpretation of law or regulation, or changes in taxation;
  - your cover and/or terms and conditions of insurance to reflect decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice, with which we intend to comply;
  - your cover and/or terms and conditions of insurance in order to rectify any mistakes that may be discovered or to make your insurance clearer and fairer to you.

These changes (together with the reasons for such changes) will be notified to you in writing at least 45 days in advance and there is no minimum period between changes.

Please note that you have the right to cancel your insurance at any time by contacting us. The 'How to get in touch' section at the beginning of this policy booklet tells you how.

## When this insurance will end

1. The cover provided by this insurance will end immediately if any of the following happen:

- you reach 81 years of age;
- your main private residence is no longer in the UK; or
- you die.

If your insurance is cancelled for any of the reasons above you will be entitled to a refund of the premium paid subject to a deduction for the time for which you have been covered. This will be calculated on a pro-rata basis for the period for which you received cover.

2. The cover provided by this insurance will end immediately in relation to all insured persons if there is any fraud, intentional exaggeration or intentional misrepresentation by the insured person or anyone acting for the insured person in relation to a claim under this insurance. In such cases, you will lose all future rights under this insurance, with no refund of premium.

3. You may cancel the insurance immediately at any time by calling us on 0800 158 3993. If you do so your insurance will continue in force until the end of the period for which you have paid premium and there will be no refund of the premium.

4. We may cancel your insurance, by sending you notice in writing, if:

- we offer you an equivalent alternative product (which does not disadvantage you). In this event we will give you at least 45 days notice of cancellation.
- we give you at least 90 days notice of cancellation where we are no longer providing this product, and are not offering an equivalent alternative product.

5. We will cancel your insurance, by sending you notice in writing, if we have been unable to collect your premium within 30 days of the due date and, following notification to you of such non-collection, we remain unable to collect the following month's premium. Your insurance will be cancelled with effect from the date on which the unpaid premium was due. We may at our discretion reinstate your policy should we subsequently be able to collect payments from you.

# Complaints procedure

## Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

## What will happen if you complain

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

## What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting us as follows:

- If your complaint is regarding a claim or anything else you can write to Aviva, PO Box 3553, Norwich, NR1 3DA or telephone 0800 051 5175, and ask your contact to review the problem.

Our opening hours are between 9am and 5pm, Monday to Friday.

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service  
South Quay Plaza,  
183 Marsh Wall,  
London,  
E14 9SR.  
Telephone:  
0800 023 4567 (free from landlines) or  
0300 123 9123

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

## General information

This insurance is underwritten by Aviva Insurance Limited.

### Our regulatory status

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are registered as Aviva Insurance Limited, Pitheavlis, Perth, PH2 0NH and our firm's reference number is 202153.

You may check this information and obtain further information about how the Financial Conduct Authority protects you by visiting their website [www.fca.org.uk](http://www.fca.org.uk) or by contacting them on 0800 111 6768.

### Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

### Choice of law

The law of England and Wales will apply to this contract unless:

1. you and we agree otherwise; or
2. at the effective date of the contract you are a resident of Scotland or Northern Ireland, in which case (in the absence of agreement to the contrary) the law of that country will apply.

### Data Protection Act – information uses

For the purposes of the Data Protection Act 1998, the Data Controller in relation to any personal data you supply is Aviva Insurance Limited.

### Insurance administration

Your information may be used for the purposes of insurance administration by the insurer, its associated companies and agents. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes. Your information may also be used for research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.

If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us and for us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.

In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators).

### Sensitive Data

In order to assess the terms of the insurance contract or administer claims that arise, the insurer may need to collect data that the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this insurance you will signify your consent to such information being processed by the insurer or its agents.

### Marketing

Unless you have already notified us to the contrary, we may use your information to keep you informed by post, telephone, facsimile, e-mail, text messaging or other means about products and services that may be of interest to you. Your information may also be disclosed and used for these purposes after your policy has lapsed. By providing us with your contact details, you consent to being contacted by these methods for these purposes. If you do not wish to receive marketing information, please write to Aviva, FREEPOST, Mailing Exclusion Team, PO Box 6412, Derby, DE1 1SB.

## **Fraud prevention and detection**

In order to prevent and detect fraud we may at any time:

- share information about you with other organisations and public bodies including the police;
- undertake credit searches and additional fraud searches;
- check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

We can on request supply further details of the databases we access or contribute to.

## **Financial Services Compensation Scheme**

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim. Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

## **Customers with disabilities**

**This policy and other associated documentation is also available in large print, audio and Braille. If you require any of these formats please contact us on 0800 158 3993 between 9am and 5pm Monday to Friday (excluding public and bank holidays)**

**or write to:**

**Aviva  
PO Box 3553  
Norwich  
NR1 3DA**



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Authorised by the Prudential Regulation Authority and regulated by the  
Financial Conduct Authority and the Prudential Regulation Authority.