

Guaranteed Lifelong Protection

Plan Conditions

1. WORDS WITH SPECIAL MEANINGS

Where the words 'we', 'us' or 'our' are used in the Plan they refer to Aviva Life & Pensions UK Limited.

The words 'you' or 'your' refer to the person(s) who have the right to receive the Life Insurance Amount.

2. LIFE INSURANCE AMOUNT

- (a) If before the first anniversary of the Start Date shown in the Schedule:
 - (i) the Life Insured dies by fatal accident the Life Insurance Amount shown in the schedule will be payable; or
 - (ii) the Life Insured dies other than by fatal accident, an amount equal to the Premiums paid under this Plan prior to the date of death will be payable.
- (b) If on or after the first anniversary of the Start Date shown in the Schedule:
 - (i) the Life Insured dies by fatal accident, an amount equal to two times the Life Insurance Amount shown in the Schedule will be payable; or
 - (ii) the Life Insured dies other than by fatal accident, the Life Insurance Amount will be payable.
- (c) For the purposes of this Plan, death by 'fatal accident' means death resulting from bodily injury caused directly by accidental, external, violent and visible means and not as a direct result of the Life Insured's sickness, disease or physical disorder.

- (d) Where death results from a fatal accident, only the amount specified on 2 (a)(ii) or 2 (b)(ii) will be payable if:

- Death occurs whilst the Life Insured is living outside Europe, the USA, Canada, Australia or New Zealand OR
- If we reasonably determine that it is caused directly or indirectly through the Life Insured's use or involvement in any of the following:

(i) Criminal Act

Taking part in a criminal act

(ii) Alcohol or Drug Abuse

Including but not limited to the following:

- Consuming too much alcohol.
- Taking an overdose of drugs, whether lawfully prescribed or otherwise.
- Taking Controlled Drugs (as defined by the Misuse of Drugs Act 1971) otherwise than in accordance with a lawful prescription.

(iii) Flying

Flying except as a passenger in a commercially licenced aircraft.

(iv) Hazardous Pursuits

Engaging in motor sports (including motorcars, motorcycles and speedboats), mountaineering in which the use of ropes or guides is needed, potholing or diving using artificial breathing apparatus.

(v) Self-Inflicted Injury

Intentional self-inflicted injury.

(vi) War

Including but not limited to:

War, invasion, hostilities (whether war is declared or not), civil war, rebellion, revolution or taking part in a riot or civil commotion.

3. PAYMENT OF LIFE INSURANCE AMOUNT

- (a) We will not pay the Life Insurance Amount until we receive any proof which we reasonably require of:
- (i) the death of the Life Insured; and
 - (ii) your right to receive payment; and
 - (iii) the date of birth of the Life Insured; and
 - (iv) our completed claims form; and
 - (v) evidence to prove the satisfaction of our Chief Medical Officer the Life Insured died by fatal accident (as defined in Condition 2(c)).
- Such evidence may include, but is not limited to:
- Coroner's Interim Death Certificate;
 - Police Report;
 - List of Missing Persons;
 - Airline Flight Passenger Manifest; and
 - Conversations with parties involved.

4. CASH-IN VALUE

The plan has no Cash-In Value at any time.

5. PREMIUMS

- (a) The Premiums payable under this Plan and their payment dates are shown in the Schedule.
- (b) Monthly Premiums must be paid by direct debit instruction on a current bank or building society account.
- (c) Thirty days grace is allowed for the payment of each Premium after the first. Should a claim arise during this period, any unpaid Premium will be deducted from any benefit payable.
- (d) If a Premium is due and unpaid at the end of the thirty days grace the Plan will be cancelled and no cash in value will be paid. If the Life Insured dies after the thirty days grace, no Life Insurance Amount will be payable.

6. PREMIUM LIMITS

For Plans issued on or after 25/01/2010 the number of Plans permitted is limited to a total monthly Premium of £100 per Life Insured. Any Plans issued in excess of this limit will be regarded as invalid and as a result will be cancelled in accordance with condition 7 (c)(iii). Plans issued before 25/01/2010 are not taken into account when applying this limit.

7. ALTERATIONS

- (a) We may change the terms of the Plan for any of the following reasons:
 - (i) to respond, in a proportionate manner, to changes in the way we administer policies of this type;
 - (ii) to respond, in a proportionate manner, to changes in technology or general practice in the life and pensions industry;
 - (iii) to respond, in a proportionate manner, to changes in taxation, the law or interpretation of the law, decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice with which we intend to comply;
 - (iv) to correct errors, if it is reasonable to do so.

If we consider any variation to these conditions is to the Planholder's advantage or is necessary to meet regulatory requirements, we may make the change immediately and will tell the Planholder at a later date.

We will tell the Planholder in writing of any change we consider is to the Planholder's disadvantage (other than any change necessary to meet regulatory requirements) at least 60 days before the change becomes effective, unless it is not possible for us to do this, in which case we will give as much notice as we can.

- (b) If the date of birth of any Life Insured has been incorrectly stated, we will amend the benefits having regard to the true date of birth. If the true date of birth is such that, had it been known to us at the time the Plan was proposed for, the Life Insured would have fallen outside of the prescribed age limits to be eligible for the Plan, then the Plan cannot continue. In such circumstances, the Plan would need to be cancelled with no benefits payable and the Premiums would be refunded, without interest.
- (c) We rely on the information that the Planholder gives to us. If any of the information the Planholder gives to us is not true or not complete and this might reasonably have affected our decision to provide this Plan, then we may;
 - (i) change the terms of the Plan; or
 - (ii) amend the Premiums due under the Plan; or
 - (iii) cancel the Plan and refund the Premiums paid without interest.

8. ACCEPTANCE OF INSTRUCTIONS

Any instruction, request or notice will not be accepted by us until both it and any related information and documentation as reasonably required to administer the Plan, that we may ask for, is received by us.

9. GENERAL

- (a) Should the ownership of the Plan be transferred to someone else (an assignment), we must be in receipt of the written notice of assignment before any payment can be made.
- (b) The Schedule records details of the Plan at the Start Date. Any alteration resulting in changes in the Premiums and the Life Insurance Amount may not be reflected on the Plan Conditions. In this event, such changes will be recorded by us.
- (c) Where appropriate words in the masculine include the feminine and words in the singular include the plural and vice versa

- (d) This Plan does not give any rights to any person other than the Planholder and Aviva Life & Pensions UK Limited. No other person shall have any rights to rely on any terms under this Plan. The Planholder and Aviva Life & Pensions UK Limited may amend or cancel this Plan without reference to, or the consent of, any other person.
- (e) The Plan will be governed by the Laws of England.

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