

Your Family Personal Accident Plan

How to get in touch

If **you** need to write to **us our** postal address is:

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 the claim and provide guidance and support. The 'How to make a claim' section explains everything **you** or the executor(s)/administrator(s) of **your** estate will need to know.

Alternatively, please email **us** at: hcpamoa@aviva.com

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.com

Please note:

- When contacting **us**, 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.
- Calls to 0800 numbers from UK landlines and mobiles are free.

Your cancellation rights

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, **you** will receive a refund for the premium paid less a proportionate deduction for the time **we** have provided cover. If any premium is due up to the date of cancellation, **we** will collect this on the date outlined in **your** cancellation letter.

To cancel, please call 0800 158 3993 or write to Aviva, PO Box 3553, Norwich, NR1 3DA.

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

For **your** cancellation rights outside the statutory cooling-off period, please see the 'When this insurance will end' section.

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Your Family Personal Accident Plan

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 Family Personal Accident Plan. Details of the cover option **you** have chosen are shown in **your** current policy schedule.

Please read this policy booklet, **your** policy schedule and the table of benefits, 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, **your** policy schedule and the table of benefits form the contract of insurance between **you** and **us**. Please read them and keep them safe.

In return for payment of **your** premium and subject to the terms, limitations and exclusions of this contract, **we** will pay the benefit shown in **your** table of benefits, which apply at the time of the **insured person's accident**.

If any insured persons do not comply with the terms and conditions of the contract of insurance **you** may not be entitled to make a claim in respect of them.

What this insurance does

This insurance is here to help **you, your partner** or family cope financially if an **insured person** suffers an **accident** that directly results in their death, hospitalisation or certain types of injury. The amount **we** pay is shown in the table of benefits.

We explain what **we** mean by '**accident**' in the 'What we mean by certain words' section of this policy booklet. The details of the cover, terms and conditions and exclusions can be found in the 'Your cover' section.

This insurance pays 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 not a life, healthcare or income protection insurance policy.

This insurance is intended to cover an **insured person** in the event of injury or death which is a direct result of an **accident** only. It does not provide cover in the event of injury or death caused by illness or disease.

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

What we mean by certain words

Where you see the following words written in **bold** they have the following specific meanings:

'Accident'	means a single, unexpected, unforeseen and unintentional incident, which is not a symptom of disease or illness.
'Child' and 'children'	means your dependent: <ul style="list-style-type: none">• children;• stepchildren; and• legally adopted children.
'Doctor'	means a qualified medical practitioner or specialist (other than an insured person or a member of their family).
'Insured person'	means you, your partner or your child/children if cover for partner and/or children is shown on your current policy schedule.
'Partner'	means your husband or wife, domestic or civil partner who lives with you at the same address. This does not include any business partners or associates.
'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 are you covered for?

If an **insured person** suffers an **accident** which directly results in their injury or death, **we** will pay the benefit shown in the table of benefits. **We** will only pay a claim for an **accident** that happens after the start of the **insured person's** cover.

We will also cover injury or death which happens as a direct result of exposure to the elements.

Please read the following examples to help **you** understand the cover this Family Personal Accident Plan provides. **We** tell **you** whether a claim would be successful or not and explain how and why **we** reached this decision.

Example 1 – Accident causing permanent injury – Claim would be paid

Whilst driving, Mr Matthews skids on ice and crashes his car. He suffers serious injuries and permanently lost full use of both legs.

After confirming that his injuries were a direct result of the accident and none of the cover exclusions applied, the claim would be paid.

Example 2 – Illness causing an accident – Claim would be paid

Whilst driving, Mr Patel suffers a stroke and crashes his car resulting in serious permanent injury to his legs.

After confirming that injury to his legs was not caused by the stroke and none of the cover exclusions applied, the claim would be paid.

Example 3 – Injury due to illness – Claim would not be paid

Whilst driving, Mrs Brown suffers a stroke and crashes her car. She suffers cuts and bruises as a direct result of the crash, but is left paralysed down the right side of her body due to the stroke.

As Mrs Brown's paralysis was caused by her stroke and not as a direct result of the car crash, the claim would not be paid.

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 **you** will not be entitled to make a claim.

- I am aged 18 years or over and under 85 years old.
- My main private residence is in the **UK**.

Who can I cover on my insurance?

You can choose to add **your partner** and/or **children** to **your** insurance so they can also receive cover (as long as they are eligible and **you** pay the extra premium). The following sections explain what is required for them to be eligible.

Your partner

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 85 years old.
- **Your partner** lives with **you**.

Your child/children

For **your child** 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 all of the following 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 your child is not eligible for this insurance and **you** will not be entitled to make a claim.

- **Your** child is aged 6 months or over and under 24 years old.
- **Your** child lives with **you** or their other parent (**we** include **children** studying away from home who normally live with a parent outside term-time.)
- **Your child's** main private residence is in the **UK**.

Please note: your child is not eligible for this insurance if they are married or in a civil partnership.

Important Notice – Information and changes we need to know about

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out and make changes to **your** policy. Please read any assumptions carefully and confirm if they apply to **your** circumstances.

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** or **child** to/from **your** insurance.
- **You** or **your child's** main private residence is no longer in the **UK**.
- **You** or **your partner** reaches age 85.
- **Your partner** no longer lives with **you**.
- **Your child** or any of your **children**:
 - get married or enter into a civil partnership;
 - reach age 24; or
 - no longer live with **you** or their other parent.
- An **insured person** dies.

When **you** inform **us** of a change, **we** will tell **you** if this affects **your** policy, for example whether the change will result in revised terms and/or premium being applied to **your** policy.

If **you** fail to provide complete and accurate information **we** may:

- cancel **your** insurance (please see the 'When this insurance will end' section for more information);
- refuse to pay any claim; or
- not pay any claim in full or the extent of the cover may be affected.

Your cover

This insurance provides the cover set out below and, following an **accident, we** will pay the benefit shown in the table of benefits. To help **you** understand what **we** mean by an '**accident**' please refer to the 'What we mean by certain words' section earlier in this policy booklet.

Please note that for some sections, cover and benefits for children are reduced or do not apply. Please see the table of benefits for more information.

Section A – Accidental death

Important note: This is not a life insurance policy. This section provides cover for accidental death only. It does not provide cover for death caused by illness or disease.

We will pay the benefit shown in the table of benefits if, as a direct result of an **accident** and independently of any other cause, an **insured person** dies within 24 months of the **accident**.

Disappearance

If an **insured person** disappears and, after looking at all available evidence in respect of their disappearance, **we** are satisfied that their disappearance can be presumed to be due to their death as the direct result of an **accident, we** will pay the benefit shown in the table of benefits.

Claim payment limitations – section A

Cover under this section is different in respect of **children**. Please refer to the table of benefits for the amount of benefit paid for a claim relating to a **child**.

Section B – Permanent bodily injury

1. Amputation or loss of use - arms and/or legs

Amputation

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 (this means amputation at or above the wrist); or
- a leg (this means amputation 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**.

Loss of use

If an **insured person** suffers an **accident** which directly results in a significant degree of permanent loss of use of the arm(s) and/or the leg(s) excluding thumbs, fingers or toes, **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 the **insured person** has suffered.

- Where the loss of use caused directly by the **accident** is less than 20% **we** will not pay any benefit.
- Where the loss of use caused directly by the **accident** 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 is as a direct result of the **accident**. Please see the example below.
- Where the loss of use caused directly by the **accident** is 70% or more, the benefit shown in the table of benefits will be paid in full.

Example – Accident causing 50% loss of use to arm – Claim would be paid

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 it. A medical report confirms that Mr Smith has lost 50% of the use of his arm. Therefore 50% of the full benefit shown in the table of benefits for loss of use of the entire arm would be paid.

For multiple injuries sustained during the same **accident we** will calculate the benefit payable for each arm or leg separately.

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

2. Amputation or loss of use – thumbs, fingers and/or toes

Amputation

We will pay the benefit shown in the table of benefits for each thumb, finger or toe if an **insured person** suffers an **accident** which directly results in amputation of an entire thumb, finger and/or toe.

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**.

Loss of use

If an **insured person** suffers an **accident** which directly results in the total and permanent loss of use of an entire thumb, finger and/or toe, **we** will pay the benefit shown in the table of benefits for each thumb, finger or toe.

We will not pay any benefit for any partial loss of use of a thumb, finger and/or toe.

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

3. Other permanent injury

Please note:

- **this section only applies in respect of permanent injuries that are not covered elsewhere under this insurance;**
- **we will only pay this benefit where the insured person is under the State Pension age at the time of the accident;**
- **there is no cover for children under this section.**

If an **insured person** suffers an **accident** which directly results in 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 B

For any one accident:

- Cover for any one limb is limited to the payment of one benefit from items 1 or 2 in this section, depending on the injury sustained.
- Where **we** pay a claim under item 3. Other permanent injury, **we** will not pay any claim under items 1 or 2.

For the lifetime of this insurance:

The most **we** will pay for any one limb is the amount shown in the table of benefits for loss of arms and/or legs, regardless of the number or type of claims made.

Section C – Sensory disability

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 be confirmed, by a **doctor**, as permanent 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 be confirmed, by a **doctor**, as permanent 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 for example, someone might not be able to hear an underground train coming into the station whilst standing on the platform.

3. Loss of speech

We will pay the benefit shown in the table of benefits if an **insured person** suffers an **accident** which directly results in the permanent and total loss of speech which is confirmed, by a **doctor**, as permanent within 24 months of the date of the **accident**.

Claim payment limitations – section C

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.

Section D – Burns

External burns

We will pay the benefits shown in the table of benefits if an **insured person** suffers an **accident** which directly results in a full thickness (third degree) burn – this is where damage extends through all layers of the skin.

The amount of benefit **you** will receive depends on whether the burns cover:

- 9% or more; or
- less than 9%,

of the **insured person's** body.

We base **our** calculation on a method known as the 'rule of nines' which is normally used by medical professionals to work out what percentage of the body has been affected by a burn. **We** will ask **your doctor** to provide **us** with this information.

What is not covered – Section D

We will not pay any claim for internal burns.

Section E – Breaks and Dislocations

Please note there is no cover for children under this section.

1. Broken Bones (fractures)

What is a fracture?

A fracture is the medical term for a broken bone. **We** will only pay for fractures that have been confirmed by a **doctor**.

We will pay the benefit shown in the table of benefits if an **insured person** suffers an **accident** which directly results in a fracture of a bone.

The amount of benefit **you** receive depends on which category of bone **you** fracture; please see the table of benefits for more information.

If **you** break more than one bone in an **accident**, **we** will pay a benefit for each broken bone. However, where a bone is broken in multiple places, **we** will only pay the benefit for that bone once. Individual bones forming part of the hand, foot, leg, rib cage or spine will be treated as one bone.

2. Dislocations

We will pay the benefit shown in the table of benefits if an **insured person** suffers an **accident** which directly results in the dislocation of one of the joints listed in the table of benefits and needs to be put back in place by a **doctor**.

The amount of benefit **you** receive depends on which category of joint **you** dislocate; please see **your** table of benefits for more information.

3. Physiotherapy

If **we** accept a claim under Section E of this policy, **we** will also make a payment for physiotherapy which is considered medically necessary by a **doctor** to assist the **insured person** in recovering from their injuries. The amount of benefit **we** will pay is shown in the table of benefits.

Claim payment limitations – Section E

For any one accident:

- if an individual bone suffers multiple fractures, the maximum **we** will pay is one benefit for that bone;
- where **we** have paid a claim for an accidental injury to a limb under 'Section B – Permanent bodily injury' **we** will not consider a claim for the same limb under 'Section E – Breaks and dislocations'
- in the event of multiple fractures to a hand, foot, ankle, wrist, arm or leg or fractures involving the rib cage, spine or skull, the maximum amount **we** will pay is one fracture benefit regardless of the number of individual bones affected.

For the lifetime of this insurance:

- where **we** have paid a claim for the dislocation of a joint, **we** will not pay any further benefit for dislocation of that joint.

What is not covered – Section E

We will not pay any claim for a fracture in an area where a medical condition has caused weakening of the bone and this condition was diagnosed or awaiting diagnosis by a **doctor** at the start date of **your** insurance.

If **we** pay a claim for a fracture where a medical condition that causes weakening of the bone is diagnosed;

(a) after the start date of **your** insurance but before the date of any fracture; or

(b) following treatment of a fracture, no further cover will be provided for this **insured person** in respect of the fracture benefit.

Section F – Hospitalisation

If an **insured person** is hospitalised as an in-patient for 48 hours or more as a direct result of an **accident**, we will pay the benefit shown in the table of benefits for each 24 hour period they are hospitalised.

Claim payment limitations – Section F

This section is limited to a maximum of 100 days benefit for each **insured person** during the lifetime of this insurance, regardless of the number of claims made.

General exclusions

These apply to all sections of the policy booklet.

1. **We** will not pay any claim caused by:
 - illness or disease unless this is a direct result of the **accident**;
 - known side effects where medicines are taken correctly under medical supervision or guidance;
 - medicines taken incorrectly;
 - medicines for treating drug addiction;
 - known risks associated with a medical or surgical procedure;
 - a gradual loss of use or function which is not a direct result of an **accident**.
2. **We** will not pay any claim resulting from an **insured person's**:
 - suicide, attempted suicide or deliberate self-inflicted injury;
 - reckless and deliberate exposure to known danger (except in an attempt to save human life);
 - use of drugs;
 - consumption of alcohol to an extent that they suffer mental or physical impairment, which is the principal cause of the **accident**, or results in them doing something uncharacteristically reckless or dangerous;
 - participation in or acting as an accessory to any crime or attempted crime;
 - participation in, practice or training for any sport as a professional sportsperson.
3. **We** will not pay any claim resulting from the **insured person** being in control of a motor vehicle and:
 - acting in a dangerous or reckless manner; or
 - drink or drug driving.
4. **We** will not pay any claim for hospitalisation in a psychiatric ward, nursing, convalescent or residential care home, rehabilitation centre, or any establishment used primarily for the treatment of alcohol or drug addiction; or any similar wards/units within a hospital which provide any of these services.
5. If **your** claim is in any way dishonest or exaggerated **we** will not pay any benefit under this insurance or return any premium to **you** and **we** may cancel the insurance immediately and backdate the cancellation to the date of the fraudulent claim. **You** will have to return any benefits already paid in relation to the claim. **We** may also take legal action against **you**.
6. **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.
7. **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 to make a claim

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

- **We** may send out a claim form which needs to be completed and returned to **us**.
- **We** may also ask for a signed Form of Consent to enable **us**, where applicable, to contact the **insured person's doctor** and any hospital which is treating or may have treated the **insured person**.
- Depending on the circumstances of the **accident we** may also ask for additional 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 we may request

As well as approaching healthcare and/or other professionals at **our** own cost, **we** may request further information or evidence to help **us** assess and/or validate the claim. If this is required, **we** may ask the claimant to provide this at their own cost.

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 claim, the treatment an **insured person** received or their previous medical history.

For claims under 'Section A – Accidental death', if the claim is accepted, the claimant must pay for the Grant of Probate or Letters of Administration to prove entitlement to receive the funds.

For claims under 'Section F – Hospitalisation' **you** will need to provide a document from the hospital or **doctor** confirming the hospital admission and discharge dates and the treatment received.

For all claims, if **we** do not receive all the information or evidence **we** need or if what is provided does not support **your** claim, **we** will not be able to make a decision about paying the benefit.

How the claim is paid

Claim benefit payments will be made directly to the **insured person** in respect of whom the claim is being made, unless the **insured person** is aged under 16, in which case payments will normally be made to **you**.

Where relevant, **we** will make claim benefit payments direct to the executor(s)/administrator(s) of the **insured person's** estate. **We** will ask for Grant of Probate or Letters of Administration to confirm entitlement to receive the payment before releasing the funds. Please see "Supporting information we may request" above.

This means the policyholder will not automatically receive the claim benefit payment in respect of their **partner** or **child**.

Payment of premium

The policy premium is payable monthly and the amount is shown on **your** current policy schedule. It is due on (or within 3 working days of) the first premium due date, as advised to **you** in **your** 'Confirmation of your Direct Debit instructions' document, and then on **your** chosen collection date each following month thereafter. If **you** do not pay the first premium, this insurance policy will not be valid.

Cover begins on the effective date shown on **your** current policy schedule, and **your** monthly period will continue for each full month thereafter. For example; if **your** effective date is 10th March, each monthly period will start on the 10th of the month and run until the 9th of the following month.

If **you** fail to pay any premium on the date it is due or, if applicable, when requested on a later date, cover will not be in force from the end of the last period for which **you** have paid. Following notification to **you** in the event of continued non-payment, **your** cover will not resume, and **your** policy will be cancelled. If the unpaid premium is paid when requested by **us**, 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

The cover provided by this insurance will end immediately in relation to all **insured persons** if any of the following happen:

- **you** reach 85 years of age;
- **your** main private residence is no longer in the **UK**; or
- **you** die.

If **your** insurance ends for any of the reasons above **you** will be entitled to a refund of the premium paid less a proportionate deduction for the time for which **you** have been covered. If any premium is due up to the date of cancellation, **we** will collect this on the date outlined in **your** cancellation letter.

Your right to cancel

Following the expiry of **your** 14 day statutory cooling-off period, **you** continue to have the right to cancel **your** policy at any time. If **you** wish to cancel please call **us** on 0800 158 3993 or write to Aviva, PO Box 3553, Norwich, NR1 3DA. **You** will receive a refund for any advance premium paid less a proportionate deduction for the time **we** have provided cover. If any insurance premium is due up to the date of cancellation **we** will collect this on the date outlined in **your** cancellation letter.

Our right to cancel

We (or any agent **we** appoint and who acts with **our** specific authority) may cancel this policy where there is a valid reason for doing so, by sending written notice to **your** last known postal and/or e-mail address setting out the reason for cancellation.

Valid reasons include but are not limited to where:

- **our** investigations provide evidence of fraud or **you** have failed to give **us** complete and accurate information. In which case, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **you** provided **us** with incomplete information.

- **we** have been unable to collect **your** premium, and following notification to **you**, there is continued non-payment. Please see the 'Payment of premium' section for more detail.
- **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; or
- **we** no longer provide this product and are not offering an equivalent alternative product. In this event **we** will give **you** at least 90 days' notice.

If **we** cancel the insurance **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover, unless the reason for cancellation is fraud. If any premium is due up to the date of cancellation, **we** will collect this on the date outlined in **your** cancellation letter.

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:

- write to Aviva, PO Box 3553, Norwich, NR1 3DA or telephone 0800 158 3993, and ask **your** contact to review the problem.

Our opening hours are between 9am and 5pm, Monday to Friday (excluding public and bank holidays).

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
Exchange Tower
London
E14 9SR

Telephone:

0800 023 4567 (calls from UK landlines and mobiles are free) or
0300 123 9123

Or simply log on to their website at 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

For products **you** bought online from **us**, **you** can also use the European Commission's Online Dispute Resolution (<http://ec.europa.eu/odr>) service to make a complaint. The purpose of this platform is to identify a suitable Alternative Dispute Resolution (ADR) provider and **we** expect that this will be the Financial Ombudsman Service. Please be aware that the Financial Ombudsman Service will only be able to consider **your** complaint after **we** have had the opportunity to consider and resolve it.

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.

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 – Privacy Notice

Personal Information

We collect and use personal information about **you** so that **we** can provide **you** with a policy that suits **your** insurance needs. This notice explains the most important aspects of how **we** use **your** information but **you** can get more information about the terms **we** use and view **our** full privacy policy at www.aviva.co.uk/privacypolicy or request a copy by writing to **us** at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester LE7 1PD.

The data controller responsible for this personal information is Aviva Insurance Limited as the insurer of the product. Additional controllers include Aviva UK Digital Limited, who are responsible for the sale and distribution of the product, and any applicable insurers, reinsurers or brokers **we** use.

Personal information we collect and how we use it

We will use personal information collected from **you** and obtained from other sources:

- to provide **you** with insurance: **we** need this to decide if we can offer insurance to **you** and if so on what terms and also to administer **your** policy and handle any claims,
- to support legitimate interests that **we** have as a business. **We** need this to:
 - manage arrangements **we** have with **our** insurers, reinsurers and brokers **we** use, and for the detection and prevention of fraud,
 - help **us** better understand **our** customers and improve **our** customer engagement. This includes profiling and customer analytics which allows **us** to make certain predictions and assumptions about **your** interests, make correlations about **our** customers to improve **our** products and to suggest other products which may be relevant or of interest to customers, which includes marketing products and services to **you**,
- to meet any applicable legal or regulatory obligations: **we** need this to meet compliance requirements with **our** regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
- to carry out other activities that are in the public interest: for example **we** may need to use personal information to carry out anti-money laundering checks.

We may also use personal information about other people, for example family members **you** wish to insure on a policy. **If you are providing information about another person we expect you to ensure that they know you are doing so. You might find it helpful to show them this privacy notice.**

The personal information **we** collect and use will include name, address, date of birth and financial information. If a claim is made **we** will also collect personal information about the claim from **you** and any relevant third parties. **We** may also need to ask for details relating to the health or any unspent offences or criminal convictions of **you** or somebody else covered under **your** policy. **We** recognise that information about health and offences or criminal convictions is particularly sensitive information. **We'll** ensure that **we** only use that information where **we** need to for **our** insurance purposes (including assessing the terms of **your** insurance contract, dealing with changes to **your** policy and/or dealing with claims).

There may be times when **we** need consent to use personal information for a specific reason. If this happens **we** will make this clear to **you** at the time. If **you** give **us** consent to using personal information, **you** are free to withdraw this at any time by contacting **us** – refer to the “Contacting us” details below. Please note that if consent to use this information is withdrawn **we** will not be able to continue to process the information **you** gave **us** for this/these purpose(s). This would not affect **our** use of the information where consent is not required.

Of course, **you** don't have to provide **us** with any personal information, but if **you** don't provide the information **we** need **we** may not be able to proceed with **your** application or any claim **you** make.

Some of the information **we** use as part of this application may be provided to **us** by a third party. This may include information already held about **you** within the Aviva group, including details from previous quotes and claims, information **we** obtain from publicly available records, **our** trusted third parties and from industry databases, including fraud prevention agencies and databases.

Credit Reference Agency Searches

To ensure **we** have the necessary facts to assess **your** insurance risk, verify **your** identity, help prevent fraud and provide **you** with **our** best premium and payment options, **we** may need to obtain information relating to **you** when **you** take out **your** policy and in certain circumstances where policy amendments are requested. **We** or **our** agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossession(s)). Similar checks may be made when assessing claims. The identity of **our** Credit Reference Agency and the ways in which they use and share personal information, are explained in more detail at www.transunion.co.uk/crain.

Automated decision making

We carry out automated decision making to decide whether **we** can provide insurance to **you** and on what terms. In particular, **we** use an automated underwriting engine to process the personal information **you** provide as part of this application process. This will include **your** age and the level of cover **you** choose. **We** do this to calculate the insurance risk and how much the cover will cost **you**. Without this information **we** are unable to provide a price that is relevant to **your** individual circumstances and needs. **We** regularly check the way **our** underwriting engine works to ensure **we** are being fair to **our** customers. After the automatic decision has been made, **you** have the right to speak to someone from Aviva who may review the decision and provide a more detailed explanation. If **you** wish to invoke this right please contact **us** at dataprt@aviva.com or call **us** on 0800 051 8998.

On-line information

When **you** visit one of **our** websites, **we** may record information about **your** computer or mobile device, including hardware and software used, general location, when and how **you** interact with our websites. This information is used to note **your** interest in **our** websites, improve customer journeys, determine pricing and/or offer **you** available discounts.

How we share your personal information with others

We may share **your** personal information:

- with the Aviva group, **our** agents and third parties who provide services to **us**, and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help **us** administer **our** products and services,
- with regulatory bodies and law enforcement bodies, including the police, e.g. if **we** are required to do so to comply with a relevant legal or regulatory obligation,

- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes,
- with reinsurers who provide reinsurance services to Aviva and for each other in respect of risks underwritten by Aviva, with insurers who cover Aviva under its group insurance policies and with **our** brokers who arrange and manage such reinsurance and insurance arrangements. They will use **your** data to decide whether to provide reinsurance and insurance cover, arrange and manage such cover, assess and deal with reinsurance and insurance claims under such cover and to meet legal obligations. They will keep **your** data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

Some of the organisations **we** share information with may be located outside of the European Economic Area (“EEA”). **We’ll** always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect **your** privacy rights. For more information on this please see **our** Privacy Policy or contact **us**.

Marketing

We also use personal information **we** hold about **you** across the Aviva Group to help **us** identify and tailor products and services that may be of interest to **you**. **We** will only communicate with **you** in accordance with any marketing preferences you have provided to **us**. **We** will continue to do this after **your** policy has ended.

If **you** wish to amend **your** marketing preferences, change how **you** would like **us** to communicate with **you** or tell **us** to stop marketing to **you**, **you** can do so in the following ways:

- Update in MyAviva
- Contact **us** by:
 - phone: 01603 622200 or +44 1603 604999 (from abroad)
 - email: helpdesk@aviva.co.uk
 - Post: Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD

How long we keep your personal information for

We maintain a retention policy to ensure **we** only keep personal information for as long as **we** reasonably need it for the purposes explained in this notice. **We** need to keep information for the period necessary to administer **your** insurance and deal with claims and queries on **your** policy. **We** may also need to keep information after **our** relationship with **you** has ended, for example to ensure **we** have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where **we** are required to do so for legal, regulatory or tax purposes. **We** will also use this information for marketing purposes.

Your rights

You have various rights in relation to **your** personal information, including the right to request access to **your** personal information, correct any mistakes on **our** records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests including profiling and marketing, ask not to be subject to automated decision making if the decision produces legal or other significant effects on **you**, and data portability. For more details in relation to **your** rights, including how to exercise them, please see **our** full privacy policy or contact **us** – refer to the “Contacting us” details below.

Contacting us

If **you** have any questions about how **we** use personal information, or if **you** want to exercise **your** rights stated above, please contact **our** Data Protection team by either emailing them at dataprt@aviva.com or writing to the Data Protection Officer, Level 5, Pitheavlis, Perth PH2 0NH.

If **you** have a complaint or concern about how **we** use **your** personal information, please contact **us** in the first instance and **we** will attempt to resolve the issue as soon as possible. **You** also have the right to lodge a complaint with the Information Commissioners Office at any time.

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

Depending on the circumstances of **your** claim **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if **we** cannot meet our obligations. See www.fscs.org.uk for more details.

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.