

# Life Insurance Plan

## Policy Conditions

### Introduction

These **policy conditions** are written confirmation of your contract with Aviva Life & Pensions UK Limited. It's important that you read them carefully together with your **policy schedule** and then keep both documents in a safe place.

If you have any questions, you can call us on **0800 285 1098**. From outside of the UK, the number is **+44 1603 603 479**. Calls may be monitored and will be recorded. For our opening hours, please refer to our website **aviva.co.uk**.

Calls to 0800 numbers from UK landlines and mobiles are free. Calls from outside the UK may be charged at international rates.

The words shown in **bold** may be defined terms, we explain these in the "Definitions" section.

### Your cover

To maintain your cover, you need to pay your premiums throughout the **policy term**. If you make a successful claim, we'll pay the **cover amount** as a cash lump sum.

There are three types of cover to choose from – level cover, decreasing cover or increasing cover. Your **policy schedule** will confirm which type of cover you have. You can find further details about each cover type below.

#### Level cover

How it works	Your premiums	What you need to know
The <b>cover amount</b> stays the same throughout the <b>policy term</b>	Premiums are guaranteed, so they'll stay the same throughout the <b>policy term</b> , unless you change your policy.	Your <b>policy schedule</b> will provide details of what your <b>cover amount</b> is.

#### Decreasing cover

How it works	Your premiums	What you need to know
The <b>cover amount</b> decreases every month, broadly in line with a repayment loan, for example a mortgage, using a fixed interest rate of 8%	Premiums are guaranteed, so they'll stay the same throughout the <b>policy term</b> , unless you change your policy.	Your <b>policy schedule</b> will provide details of what your <b>cover amount</b> will be at each <b>policy anniversary date</b> .

#### Increasing cover

How it works	Your premiums	What you need to know
<p>The <b>cover amount</b> increases each year, in line with the percentage increase in the <b>Consumer Prices Index (CPI)</b>.</p> <p>It's calculated over the 12 month period ending 12 weeks before the start of the month in which your policy <b>anniversary date</b> falls.</p> <p>If there's no increase in the <b>CPI</b> during that period, your <b>cover amount</b> will stay the same.</p> <p>The maximum annual increase applied will be 10%.</p>	<p>Premiums increase each year. To calculate the increase, we'll multiply your current premium by 1.5 and the percentage increase in <b>CPI</b>.</p> <p>If there's no increase in the <b>CPI</b>, your premium will remain the same.</p> <p>Your premium won't increase by more than 15% each year (1.5 multiplied by the maximum increase in the <b>CPI</b> of 10%).</p>	<p>We'll contact you at least eight weeks before each <b>anniversary date</b> to tell you how much the <b>cover amount</b> and premiums will increase by. If you're happy to accept the increase you don't need to do anything as we'll apply this automatically.</p> <p>If you don't want to pay the higher premium, then, each year, you can choose not to increase your <b>cover amount</b>. If you do this, your <b>cover amount</b>, and your premiums, will stay the same. However, you must tell us as soon as possible before each <b>anniversary date</b>, if you want to cancel the increase.</p> <p>We won't increase your <b>cover amount</b> if it exceeds the maximum we allow at that time.</p>

## Your benefits

### Life cover

We'll pay one of the following benefits if we accept a claim. Once we've accepted a claim, the policy will end and you won't be able to make another claim. For **joint policies**, we'll only pay out once. When we've accepted a claim for one **life covered**, the policy will end.

Death benefit	What we pay
<p>We'll pay this benefit if the <b>life covered</b> dies during the <b>policy term</b>.</p> <p>Once we've accepted a claim, the policy will end.</p> <p>We won't pay if the <b>life covered</b> dies because of suicide or intentional self-inflicted injury within 12 months of the policy <b>start date</b>. If this happens, the policy will end.</p>	<p>We'll pay the <b>cover amount</b> shown in the <b>policy schedule</b>.</p>
Terminal illness benefit	What we pay
<p>We'll pay this benefit if the <b>life covered</b> is diagnosed with a <b>terminal illness</b> during the <b>policy term</b>.</p> <p>Once we've accepted a claim, the policy will end.</p>	<p>We'll pay the <b>cover amount</b> shown in the <b>policy schedule</b>.</p>

## Additional benefits

### Separation benefit

If separation benefit is included on your policy we'll show it on your **policy schedule**.

Separation benefit	What this means for your policy										
<p>You can use this benefit six months from the <b>start date</b>.</p>	<p>If you separate, you can split your <b>joint policy</b> and each take out a new <b>single policy</b> without answering any further health and lifestyle questions.</p> <p>This additional benefit will only be included if:</p> <ul style="list-style-type: none"> <li>we accepted your policy on <b>standard terms</b>, and</li> <li>you are the policyholder as well as the <b>life covered</b>.</li> </ul>										
	<table border="1"> <thead> <tr> <th>Separation</th> <th>Evidence needed</th> </tr> </thead> <tbody> <tr> <td>Separation</td> <td>Evidence of new mortgage, mortgage transfer or new separate addresses</td> </tr> <tr> <td>Divorce or dissolution of civil partnership</td> <td>Final order (Decree absolute) or dissolution order</td> </tr> <tr> <td>Mortgage transferred into one name only</td> <td>Evidence of mortgage transfer</td> </tr> <tr> <td>Moving into a different house</td> <td>Evidence of new mortgage or new address</td> </tr> </tbody> </table> <p>You can use the separation benefit as long as:</p> <ul style="list-style-type: none"> <li>you and the other policyholder agree to cancel the original policy, and</li> <li>you take out the new policy before the eldest <b>life covered</b> turns 55, and</li> <li>you take out the new policy within 180 days of the separation happening, and</li> <li>you send us the evidence we need, and</li> <li>neither of you have made, nor are you eligible to make, a claim for the death benefit or <b>terminal illness</b> benefit, and</li> <li>your policy has not been placed under trust, and</li> <li>the premium of the new policy meets the minimum premium limit that applies at the time.</li> </ul> <p>The new policy:</p> <ul style="list-style-type: none"> <li>can only start when your original policy has been cancelled, and</li> <li>has to end before you turn 70, and</li> <li>has to have a cover amount which is less than, or equal to, the current <b>cover amount</b>.</li> </ul> <p>You can only use the separation benefit once, and the new policy won't include the separation benefit.</p> <p>If the original policy has:</p> <ul style="list-style-type: none"> <li>Increasing cover - the new policy can have increasing cover, decreasing cover or level cover.</li> <li>Level cover - the new policy can have decreasing or level cover.</li> <li>Decreasing cover - the new policy must have decreasing cover only.</li> </ul> <p>We'll base the premium you'll pay for any new policy on the rates available at the time of the request and the <b>personal circumstances</b> of the <b>life covered</b>.</p> <p>The policy conditions in force at the time will apply to the new policy.</p>	Separation	Evidence needed	Separation	Evidence of new mortgage, mortgage transfer or new separate addresses	Divorce or dissolution of civil partnership	Final order (Decree absolute) or dissolution order	Mortgage transferred into one name only	Evidence of mortgage transfer	Moving into a different house	Evidence of new mortgage or new address
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## House purchase cover

House purchase cover	What we pay
<p>Gives you free cover from when you exchange contracts to when your house purchase is completed. In Scotland, the free cover is available from when missives are completed for the property to the date of entry.</p> <p>The free cover will include death benefit (but not <b>terminal illness</b> benefit). It begins when we've accepted your application and after you've exchanged contracts - or missives are completed - as long as you've given us a future <b>start date</b> for your policy which coincides with the completion of your house purchase/date of entry.</p> <p>The free cover ends on the earlier of:</p> <ul style="list-style-type: none"> <li>● 90 days, or</li> <li>● the date of completion/date of entry, or</li> <li>● the policy <b>start date</b>.</li> </ul> <p>Once we've accepted a claim for house purchase cover, the policy will end and you won't be able to make another claim.</p> <p>We won't pay if the <b>life covered</b> dies because of suicide or intentional self-inflicted injury. If this happens, the cover will end.</p>	<p>We'll pay the lower of:</p> <ul style="list-style-type: none"> <li>● £500,000, or</li> <li>● the purchase price of the house (as confirmed when you exchange contracts or missives are completed), or</li> <li>● the <b>cover amount</b> shown in the <b>policy schedule</b>.</li> </ul>

## Making changes to your policy

You can make certain changes to your policy six months from the **start date**. If you ask to make any changes, they will apply from the date your next premium is due. You can't make changes to your policy if you're making a claim or are eligible to make a claim.

### Changes that amend your policy

We'll amend your policy if you make the following changes:

- reduce the **cover amount**
- reduce the **policy term**
- increase the **policy term**.

If you want to reduce the **cover amount** or **policy term**:

- We won't ask you any more health and lifestyle questions.
- We'll use the original premium rates based on the **personal circumstances** of the **life covered**.

If you want to increase the **policy term**:

- We may need to ask you some further health and lifestyle questions. Depending on the answers, we may not be able to change your policy.
- We'll use the premium rates available when we make the change, based on the **personal circumstances** of the **life covered**.

Your premium can't be lower than the minimum premium limit which applies at the time we agree to your request.

These **policy conditions** will continue to apply to your amended policy.

### Changes that need a new policy

We'll issue a new policy to go with your original policy if you want to increase the **cover amount**. Your original policy will remain in force.

We may need to ask you some further health and lifestyle questions. Depending on the answers, we may not be able to change your policy.

We'll use the premium rates available when we make the change, based on the **personal circumstances** of the **life covered**.

If we can carry out the change, the policy conditions in force at the time of the change will apply to the new policy.

## Making a claim

If you need to make claim, please contact us on **0800 015 1142**. From outside the UK, the number is **+44 1603 603 277**. For our opening hours, please refer to our website **aviva.co.uk**.

Before we can pay a claim we need to assess it. To do this, we'll ask for some important information. If we ask for information from third parties, we'll pay for it. If you want to, you can provide additional evidence at your own expense.

The kind of information we need may include, but isn't limited to, the following:

- Proof that the **life covered** has died, or become terminally ill.
- Proof of who legally owns the policy.
- Written consent that lets us:
  - access the medical information or reports of the **life covered**
  - receive the results of any medical examinations or tests of the **life covered**.
- Conversations with, and reports from, third parties such as:
  - coroners,
  - **attending consultants**, and
  - the police.

When we assess a claim, we rely on the information we're given. If any of the information is untrue or incomplete, it could affect whether we pay a claim or not, and may mean we won't pay a claim. Or, if we've already paid a claim, it may mean we can reclaim the money. If this happens, we won't make any further payments. We may also cancel the policy without refunding any premiums.

This doesn't affect any other legal rights we have.

If we accept a claim, we'll make any relevant payment to the person who is legally entitled to receive it.

## Paying your premiums

Premiums are payable monthly by Direct Debit. All Direct Debits need to come from a bank or building society in the UK, the Channel Islands, the Isle of Man or Gibraltar, in the currency of the UK.

We show the initial premium you'll pay, and the date it and subsequent premiums are due, in the **policy schedule**. You have

60 days from each due date to pay your premium. If you have to make a claim during this period, we'll deduct the unpaid premium from any benefit we pay.

If you have an unpaid premium and we ask you to pay it, we'll only accept payment from a debit card. You will need to provide us with new bank account details so that your regular payments can continue.

If you don't pay your premiums within the 60 day period, we'll cancel your policy. If this happens, you won't be able to make a claim.

## Policy term

The minimum **policy term** is 1 year. The maximum is 50 years. The policy **end date** must be before the oldest **life covered** turns 91 years of age.

We show your **policy term** in the **policy schedule**.

## Changing your details

You need to let us know if your contact details, or those of any **life covered**, change.

## Acceptance of instructions

We can't accept any instruction, request or notice from you until we receive all the information we need. We'll tell you what kind of information or documentation we need.

## Cancelling your policy

You have a 30 day cooling off period to change your mind. If you cancel within this period, we'll refund any premiums you've paid.

The cooling off period begins on the later of:

- the day we tell you when your policy will start
- the day you receive your policy documents.

If you don't cancel within the cooling off period your policy will continue. You can still cancel after this period, but we won't refund your premiums.

If you cancel your policy, you won't be able to make a claim.

## Eligibility

You must be aged between 18 and 77. For a joint policy, the maximum age applies to the oldest life covered.

At the time you complete the application you must:

- be in the UK, with a legal right to live in that jurisdiction, and
- consider your main home as being in the UK, and have no current intention of moving anywhere else permanently.

The UK does not include the Channel Islands, the Isle of Man or Gibraltar.

You need to tell us if you move outside of the UK 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.

## General conditions

### Policy amendments

We may alter these **policy conditions** for any of the following reasons:

- To respond, in a proportionate manner, to changes in:
  - the way we administer these types of policies
  - technology or general practice in the life and pensions industry
  - taxation, law or the interpretation of the law, decisions or recommendations of an ombudsman, regulator or similar body, or any code of practice with which we intend to comply.

- To correct errors if it is fair and reasonable to do so.

If we think any alteration to these **policy conditions** is to your advantage, we'll make it immediately and tell you at a later date.

We'll also do this if the alteration is due to regulatory requirements.

If any alteration is to your disadvantage, we'll aim to tell you in writing at least 60 days before we make it. However, external factors beyond our control may mean we have to give you less notice.

If you're not happy with any alteration we make to your policy, you can cancel it.

### Incorrect information

If the date of birth of any **life covered** is wrong, we'll correct it and:

- we'll base the payment we make for any successful claim on the correct date of birth. We'll tell you if this happens.
- if the age of any **life covered** when you took out your policy was outside of our limits, we'll cancel your policy. If this happens, we'll tell you. You won't be able to make a claim after we've cancelled your policy. We'll refund all your premiums (without interest).

We rely on the information you give us. If any of it is untrue or incomplete and would have affected our decision to provide your policy, we may:

- change the terms of your policy
- change the premiums you have to pay
- cancel your policy and refund the premiums you've paid (without interest).

If we cancel your policy, you won't be able to make a claim.

### Third party rights

This policy does not give any rights to anyone except you and us.

With your agreement, we may change or cancel this policy without reference to, or consent from, any other person.

### Fairness of terms

We'll always act reasonably and treat you and all our customers fairly.

These **policy conditions** will apply to your policy, unless they're:

- held by a relevant court to be unfair contract terms, or
- viewed by the Financial Conduct Authority, or us, to be unfair contract terms.

If a term is unfair it will still apply as far as possible. Any part deemed unfair won't apply.

## **General**

If you want to transfer ('assign') the policy to someone else, you must tell us in writing before we can pay a claim.

Where appropriate, words in the singular include the plural and vice versa.

## **Law**

This policy is governed by the law of England. Your contract will be in English and we will always write and speak to you in English.

## Definitions

Throughout these **policy conditions** we have highlighted defined terms in bold type (except for personal terms like “we” and “you”) so you know when they apply. The meanings of these words are set out below.

**You** or **your** refers to the policyholder(s) named in the **policy schedule**, or anyone else who becomes the legal owner of the policy.

**We, us** or **our** means Aviva Life & Pensions UK Limited.

### Anniversary date

The anniversary of the **start date** shown in the **policy schedule**.

### Attending consultant

A surgeon, anaesthetist or physician who is legally entitled to practise medicine or surgery. They must have attended a recognised medical school and be recognised by the relevant authorities in the country in which any treatment takes place as having a specialised qualification in a particular field.

The attending consultant must be resident and practicing in Andorra, Australia, Canada, the Channel Islands, the European Union, the Faroe Islands, Gibraltar, the Isle of Man, Liechtenstein, Monaco, New Zealand, Norway, San Marino, Switzerland, the UK, USA or the Vatican City. We may add further countries in the future.

### Consumer Prices Index (CPI)

The monthly index calculated by the government that demonstrates the movement of consumer prices in the UK, or an equivalent replacement of that index.

### Cover amount

The amount we pay for a successful claim under this policy. The cover amount is shown in your **policy schedule**.

### End date

The date that cover under this policy will end. This is shown in your **policy schedule**.

### Joint policy

The policy can cover up to two people – usually you and your partner, spouse or civil partner. A joint policy will only pay out once following a successful claim for the death benefit or **terminal illness** benefit. When we've accepted a claim for one person, the policy will end.

### Life covered

The person whose life is being covered. In the event of their death or diagnosis of a **terminal illness**, a claim could be made.

### Personal circumstances

These can include the age, smoker status (both previous and current), health and lifestyle of the **life covered**.

### Policy conditions

This document which forms our contract of insurance with you providing the cover under the policy as agreed. The application (that you made and which we have accepted) and the **policy schedule** also form part of the contract and must be read together with these policy conditions.

### Policy schedule

This will show the specific detail of your policy, such as who it covers, the **cover amount**, how much it will cost and any additional benefits included. The definition also includes any subsequent amendments to your policy, which we confirm to you in writing.

### Policy term

This relates to the period your policy is in force, from the **start date** until the **end date**.

### Single policy

A policy which covers the life of just one person.

### Standard terms

The premium and benefits we quote before the underwriting process is completed.

Following an application being underwritten, we may only be able to offer cover with a higher premium than first quoted, with certain benefits excluded, or both. This would not be classed as standard terms.

We'll have told you whether you were accepted on standard terms when confirming our decision on your application.

### Start date

The date on which cover under this policy starts. It's shown in the **policy schedule**.

### Terminal illness

A definite diagnosis by the **attending consultant** of an illness that satisfies both of the following:

- The illness either has no known cure or has progressed to the point where it cannot be cured, and
- In the opinion of the **attending consultant**, the illness is expected to lead to death within 12 months.

## Need this in a different format?

Please get in touch if you'd prefer these policy conditions (**DA03011**) in large print, braille, or as audio.

## How to contact us

 0800 285 1098 (+44 1603 603 479)

 [directprot@aviva.com](mailto:directprot@aviva.com)

 [MyAviva.co.uk](https://www.aviva.co.uk)

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