

Policy conditions of the  
**Immediate Lifetime Care  
Term Assurance Plan**



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# The Immediate Lifetime Care Term Assurance Plan

This document needs to be read with the key features document and gives **you** more details about how the different benefits work.

## Definitions

We have highlighted some of the technical words we have used in bold. They are explained in more detail in section 5 of this document.

Where the words '**we**', '**our**' or '**us**' are used in this document, they refer to **Aviva**.

The words '**you**' and '**your**' means the person who owns this policy and is named in the schedule as the **policyholder**.

These definitions have the same meaning in the **conditions** and **schedule** and any document sent to **you** in accordance with these **conditions**. Where it is appropriate, the singular shall include the plural, and the masculine shall include the feminine and vice versa.

These **conditions** are written confirmation of **your policy** with **us**. It's important that **you** read them carefully with **your schedule** and then keep both documents in a safe place.

If **you** have any questions at any time, please contact **us** at the address below. It will help if **you** can quote **your policy** number.

**Aviva**  
**(Lifetime Care)**  
**PO Box 582**  
**Bristol**  
**BS34 9FX**

**Our** phone number is 0345 303 0430. **You** can email **us** at [lifetimecare@aviva.com](mailto:lifetimecare@aviva.com).

As part of our commitment to quality service, telephone calls may be recorded.

## 1 Single premium

1.1 The **single premium** has been paid to **us** by **you**.

## 2 Benefit

### 2.1.1 Death of the **person insured**

In the event of the death of the **person insured**, subject to **condition 2.1.2** below, a benefit will be paid to **you**.

The benefit will be calculated as follows:

- a Take the **sum assured** shown in the **schedule** for the monthly period after the **policy date** that the **person insured**'s date of death occurs, and deduct
- b the value of the number of complete monthly payments made since the start of the policy and the **person insured**'s date of death, multiplied by the **reduction factor**.

2.1.2 No benefit will be paid on the death of the **person insured** if

- a there is no **sum assured** shown in the **schedule** for the monthly period after the **policy date** in which the **person insured** died, or
- b the calculation of the benefit in **condition 2.1.1** is zero or less.

## 2.2 Claims procedure

To pay the benefit under this **policy**, **we** will need;

- **you** to return the policy to **us**,
- a completed claim form,
- proof of **your** title,
- proof of death of the **person insured** and his age at death, and
- any other documents or information that **we** may have asked **you** to provide.

## 2.3 Claims appeal procedure

If a claim by **you** is not paid by **us**, **you** can first appeal to **us**. **We** will look at the appeal in the light of all relevant information and will reply to **you** within 28 days of the appeal being received by **us**.

If **you** are still not satisfied, **you** can appeal to the recognised appeals body of which **we** are a member at the time of the claim. The final decision shall be taken by the appeals body's Chief Medical Officer, and **we** are obliged to follow his decision if it is accepted by **you**.

## 2.4 Tax

**We** will deduct from the benefit such tax, charge or levy, if any, as **we** are required by law to deduct or pay in respect of the **policy**.

## 3 General provisions

3.1 No terms or conditions shall apply to the **policy** which are not contained in these **conditions** or the **schedule**, whether made orally or in writing, whether expressed or implied and by whoever they may be made. No alteration to these **conditions** shall be valid unless such terms or conditions or alterations are made in accordance with these **conditions** or otherwise agreed between **you** and **us**, and signed or acknowledged in writing by **us**.

### 3.2 Law

**We** and **you** have a free choice about the law that can apply to a contract. The Law of England and Wales applies to this contract, and by entering this contract, **you** agree that the law of England and Wales applies.

### 3.3 Notice

All notification, claims, information and requests to **us** provided for in the **policy** must be in writing and sent by pre-paid post to **us** at **our** Bristol office. The address is given on page 3 of these **conditions**.

**We** will post any letters to **you** at the last address **we** hold for **you**. Anything posted by **you** or **us** in the United Kingdom, the Channel Islands or the Isle of Man will be assumed to be received within three working days. Otherwise it will be assumed to be received within ten working days.

### 3.4 Policy surrender

The **policy** shall not have a surrender value at any time.

## 4 Overriding provisions

4.1 If there is any change in taxation or any other law affecting the **policy**, which in the opinion of the **Actuary** renders it impractical or impossible to give full effect to the provisions of the **policy**, we may reasonably vary these provisions and the benefits granted by the **policy**.

If such a variation is to occur, **we** will give **you** at least four weeks' notice. **We** will also give **you** an explanation for the need to vary the provisions and benefits of the **policy**.

4.2 The date of birth of the **person insured** is shown in the **schedule**. If the actual date of birth of the **person insured** is different from the date shown in the **schedule** then the benefits provided under the **policy** will be adjusted to the amount it should have been if **we** had known the correct date of birth at the beginning of the **policy**.

## 5 Definitions

We have used some technical words in this document. They are explained below.

**Actuary** means the person holding, for the time being, the office of Actuary to **Aviva** in accordance with regulations made under the Financial Services and Markets Act 2000.

**Aviva** means Aviva Life and Pensions UK Limited.

**Conditions** means these conditions subject to such amendments, if any, as shall from time to time be made in accordance with the provisions of conditions 3.1, 4.1 and 4.2.

**Notice** has the same meaning as explained in **condition 3.3**.

**Person insured** means the person identified as such in the **schedule**.

**Policy** means this definitive written statement of the terms and conditions of the immediate needs annuity contract identified in the **schedule** made between **us** and **you** and including all clauses, riders, endorsements and schedules attached to this statement or issued in accordance with these **Conditions**.

**Policy date** means the policy date shown in the **schedule** and is the date on which the **policy** commences.

**Policyholder** means the legal owner of the **policy** as identified in the **schedule**, or his executors, administrators or assignees.

**Reduction factor** means the reduction factor shown in the **schedule**, and is the amount by which the **sum assured** payable reduces for each complete month after the **policy date**.

**Schedule** means the schedule added to these **conditions** to evidence the **policy** and all other schedules issued from time to time by **us** in accordance with these **conditions**.

**Single premium** means the single premium shown in the **schedule**.

**Sum assured** means the sum assured shown in the **schedule**.

## Need this in a different format?

Please get in touch if you'd prefer these Policy Conditions (**LTCPOLIMMTAAR10006**) in large print, braille, or as audio.

## How to contact us?

 0345 303 0430

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

 [aviva.co.uk](http://aviva.co.uk)

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### **Aviva Life & Pensions UK Limited.**

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