



Policy conditions of the Immediate Lifetime Care Plan



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The Immediate Lifetime Care 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 6 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** contract with **Aviva**. It's important that **you** read them carefully together 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.

1 Single premium and policy term

1.1 Single premium

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

1.2 Policy term

The **policy** shall cease on the death of the **care recipient**.

2 Inflation protection

A **condition** in this section shall apply only if so indicated in the **schedule**.

2.1 Fixed rate percentage increase

On each **escalation date** the **immediate care benefit** in force at that time shall be increased by the fixed rate percentage shown in the **schedule**.

2.2 Retail Prices Index increase

We will increase the **immediate care benefit** in force at that time on each **escalation date**. **We** will increase it in line with the percentage increase in the UK Retail Prices Index over the previous 12 months. The index **we** will use will be the one published immediately prior to the date six weeks before that **escalation date**.

If the UK Retail Prices Index is replaced, **we** will use an equivalent index chosen by **us** acting reasonably.

2.3 Retail Prices Index plus two per cent increase

We will increase the **immediate care benefit** in force at that time on each **escalation date**. **We** will increase it in line with the percentage increase in the UK Retail Prices Index over the previous 12 months, plus an additional two percent. The index **we** will use will be the one published immediately prior to the date six weeks before that **escalation date**.

If the UK Retail Prices Index is replaced, **we** will use an equivalent index chosen by **us** acting reasonably.

3 Immediate care benefit payments

3.1 Payments to registered care providers and a local authority

The **immediate care benefit** shall be paid direct to

- a one or more **registered care providers** for the care services they supply to the **care recipient**, or
- b a local authority that makes the arrangements for the provision of the **care recipient's** care services.

3.2 Payments to you

Any part of the **immediate care benefit** that **we** can't pay to a **registered care provider**, or to a local authority for the care services that are being supplied or arranged for the **care recipient**, will be paid direct to **you** net of any tax that **we** must deduct.

3.3 Number of registered care providers

If there is more than one **registered care provider** the total payment to all of the **registered care providers** shall not exceed the **immediate care benefit** during any calendar month. The allocation of the **immediate care benefit** between the **registered care providers** will be at **your** discretion but subject to

- a the minimum monthly payment to a **registered care provider**, and
- b the maximum number of **registered care providers** set by **us**, acting reasonably, at the time of payment.

3.4 When the payments are made

Payments shall be made at calendar monthly intervals. Where the **registered care provider's** care service fees for the forthcoming calendar month are known in advance, payments shall be made to the **registered care provider** in advance on the first working day in that calendar month. Otherwise payments shall be made on receipt of the **registered care provider's** invoice for the services supplied to the **care recipient**.

If in any calendar month the total payment to **registered care providers** is less than the **immediate care benefit**, the balance shall be paid to **you** with an appropriate tax deduction as soon as **we** have worked out what this is.

3.5 First and final payments

If the first or final payment of **immediate care benefit** covers a period of less than a full calendar month, a payment equal to a proportion of the normal monthly **immediate care benefit** will be paid. The proportion shall be determined by first establishing the daily benefit rate. The daily benefit rate is calculated by dividing the **immediate care benefit** by the number of days in the calendar month of the first or final payment. The daily benefit rate is then multiplied by the number of days remaining in, or since the beginning of, the calendar month.

4 General provisions

- 4.1 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**.

4.2 Law

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

4.3 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 either **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.

4.4 Policy surrender

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

4.5 Tax

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

5 Overriding provisions

- 5.1 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**.
- 5.2 The date of birth of the **care recipient** is shown in the **schedule**. If **we** subsequently find that the **care recipient's** date of birth is different from the date shown in the **schedule** then
 - a the **immediate care benefit** amount shall be adjusted to the amount it should have been if **we** had known the correct date of birth at the beginning of the **policy**,
 - b **you** will be liable to repay **us** any overpayments of **immediate care benefit** (before any tax deduction) **we** have made since the start of the **policy**,
 - c **we** will be liable to pay **you** any underpayments of **immediate care benefit** since the start of the **policy** with if necessary an appropriate tax deduction,
 - d **you** will be liable for any underpayment of income tax since the commencement date of the **policy**, or will be responsible for any negotiations with the Inland Revenue for a rebate of any overpayment of income tax since the start of the **policy**.

6 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

Care recipient means the person entitled to receive the care provided by the **registered care provider** and is identified in the **schedule**.

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 4.1 and 5.1.

Escalation date means the escalation date (if any) shown in the **schedule**.

Immediate care benefit means the regular monthly payments from this **policy**. The monthly amount is shown in the **schedule**.

Notice has the same meaning as explained in condition 4.3.

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.

Registered care provider means a care home or any other person or body which provides care services for the **care recipient** and to whom **we** can make payments from the **policy** free of tax.

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**.



Need this in a different format?

Please get in touch if you'd prefer these Policy Conditions (**LTCPOLIMM AR10007**) in large print, braille, or as audio.

How to contact us?

 0345 303 0430

 lifetimecare@aviva.com

 aviva.co.uk

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