

Term Assurance

Plan Conditions

This Plan is written confirmation of a contract between Aviva Life and Pensions UK Limited and the Planholder(s) named in the Plan Schedule.

In return for the payment of the agreed Premiums we will pay the benefits identified in the Plan Schedule in accordance with the Plan Conditions.

Contents

	Page
1. Premiums	4
2. Life Insurance Amount	5
3. Terminal Illness Benefit	6
4. Critical Illness Benefit	6
4A Additional Critical Illness Benefit.	13
5. Children's Benefit	14
6. Premium Protection Benefit	15
7. Exclusions	17
8. Life (Lives) Insured	18
9. Payment of Benefits	19
10. Surrender	19
11. Options	20
12. Conversion Option	20
13. Renewal Option	21
14. Alterations	21
15. Acceptance of Instructions	22
16. General	22

1. PREMIUMS

- (a) The initial Premium payable under this plan (the "Plan") is as shown in the Plan Schedule and is due on the Start Date.
 - (b) Subsequent Premiums will be due on the corresponding day in each subsequent month or year as appropriate and will cease to be due on the payment of either the Life Insurance Amount, Terminal Illness Benefit or Critical Illness Benefit (together the "Benefit") or on the payment of the last Premium due as specified in the Plan Schedule. The "Premiums" means the initial and subsequent Premiums.
 - (c) Monthly Premiums must be paid by direct debit instruction on a current bank or building society account. Annual Premiums can be paid by direct debit instruction or by cheque.
 - (d) Thirty days' grace is allowed for the payment of each Premium after the first. Should a claim arise during this period, the unpaid Premium will be deducted from any Benefit payable.
 - (e) If any Premium is not paid on the due date or within the thirty days' grace allowed, the Plan will be cancelled and all Benefits, Additional Critical Illness Benefit, Children's Critical Illness Benefit and Options, under Condition 12 (Conversion Option) and Condition 13 (Renewal Option) will cease. There will be no refund of Premiums.
 - (f) Following a written request from the Planholder, we will allow a change in the frequency of the Premium payments from monthly to annual payments and vice versa, providing the Planholder agrees to the revised Premiums. Any change will take effect at the next anniversary of the Start Date.
 - (g) Where Critical Illness Benefit is included in the Plan, the Premium payable will be guaranteed or reviewable as shown in the Plan Schedule. Where Critical Illness Benefit is not included the Premium payable will be guaranteed.
 - (h) If the Premium payable is guaranteed the initial Premium shown in the Plan Schedule will never change unless the Benefits are altered in accordance with the Plan Conditions or we otherwise alter by agreement with the Planholder.
 - (i) If the Premium payable is reviewable the initial Premium, calculated to apply for the whole period the Plan is in force, is shown in the Plan Schedule. This initial Premium will be reviewed prior to the 5th anniversary of the Start Date and will not change before then. The Premium will then be reviewed prior to every 5th anniversary thereafter and on each occasion this could result in an increase or decrease in the Premium payable. The anniversary of the Start Date following a review is known as the Review Date.
 - (j) If the Premium payable is reviewable, we calculate that part of the initial Premium relating to Critical Illness Benefit using certain assumptions. The Premium payable may increase or decrease at each review if our view of any of the assumptions change for any of the valid reasons listed below. If this happens, we will compare our view of the assumptions that apply at the time of a review with those that applied at the start of the Plan and at the last review. By reference to that comparison, we will use a fair and reasonable method to calculate any change in the Premium. There is no upper or lower limit to the change in Premium that may apply.
- As a result of a review, we may change the Premium payable from a Review Date for any of the following valid reasons:
- Medical advances and trends, including changes in available cures and diagnostic techniques which affect our expectations of future claims
 - Industry developments and experience, our claims experience and that of other product providers and reinsurance companies

- Investment returns
- Taxation, legislation and regulation
- Cost of reinsurance
- Lapse rates of our Plans which include Critical Illness Benefit
- Any event outside our control which we expect to have an impact on future claims which we could not reasonably have foreseen when our assumptions were last reviewed.

The Premium payable is based on our view of the following assumptions:

- Medical advances and trends, including changes in available cures and diagnostic techniques
- Industry developments and experience, our claims experience and that of other product providers and reinsurance companies
- Investment returns and factors which will affect those returns
- Taxation, legislation and regulation
- Cost of reinsurance
- Lapse rates of our Plans which include Critical Illness Benefit.

Any changes in Premium will not depend on the Life Insured's individual circumstances, for example their health, age and lifestyle, at the time of the review.

- (k) If, following a review, the part of the Premium relating to Critical Illness Benefit needs to change, the Planholder will be notified in writing of the proposed change at least 60 days prior to the Review Date unless the valid reason for the change is beyond our control and means only a shorter notice period is possible, in which case, we will give the Planholder as much notice as we can. The Planholder may agree within the time reasonably allowed to either:

- (i) pay the changed Premium; or
- (ii) continue to pay the same Premium that applied before the review but with a reduced Life Insurance Amount and reduced Critical Illness Benefit as fairly and reasonably calculated by us; or
- (iii) remove the Critical Illness Benefit from the Plan; or
- (iv) end their Plan, in which case there would be no cash value payable and all Benefits provided will stop.

Changes to the Benefits under the Plan or the Premium payable will be effective from the Review Date following a review of the Premium. If the Planholder does not notify us of a preference at least 14 days before the Review Date, the Premium will be changed in accordance with Condition 1(k)(i).

- (l) The cost of Premium Protection Benefit (if included) will automatically be changed in proportion to the change in Premium payable from the relevant Review Date.

2. LIFE INSURANCE AMOUNT

- (a) The Life Insurance Amount will be payable to the Planholder on the death of the Life Insured provided this occurs on or before the End Date.
- (b) The Planholder will receive the Life Insurance Amount as specified in the Plan Schedule less any unpaid Premiums.
- (c) The Life Insurance Amount will only be payable on one occasion and upon payment the Plan will cease.

3. TERMINAL ILLNESS BENEFIT

- (a) Terminal Illness Benefit will be payable where, on or before the End Date, the Life Insured is diagnosed as suffering from an advanced or rapidly progressing and incurable condition such that the life expectancy of the Life Insured is no greater than twelve months (the 'Terminal Illness'). In determining that diagnosis, we will consider the views of the Life Insured's medical adviser; consult the views of our medical adviser; and take the typical life expectancy for someone diagnosed with the Terminal Illness into account.
- (b) If neither Condition 12 nor Condition 13 have been included under the Plan, Terminal Illness Benefit will only be available where the Plan term is at least two years.
- (c) The amount of Terminal Illness Benefit payable will be the amount that would have been payable on death had death occurred at the time payment would be due under a valid claim for Terminal Illness Benefit.
- (d) Terminal Illness Benefit will only be payable on one occasion and upon payment the Plan will cease.

4. CRITICAL ILLNESS BENEFIT

- (a) Provided that Critical Illness Benefit has been included under the Plan and no Premium is due and unpaid, we will pay the Critical Illness Benefit, subject to receiving such proof of Total Permanent Disability (as defined in Condition 4(d)) or Critical Illness (as defined in Condition 4(c)) as we may reasonably require. Critical Illness Benefit will not be paid in the circumstances described in Conditions 7(a) and (d).

- (b) The amount of Critical Illness Benefit payable will be the amount that would have been payable on death had death occurred at the time the Life Insured suffers Total Permanent Disability or is diagnosed as having a Critical Illness, less any unpaid Premiums.
- (c) "Critical Illness" means the Life Insured has been diagnosed as suffering from, or has undergone surgery for, one or more of the complete list of illnesses and conditions stated below. In determining a diagnosis, we will consider the views of the Life Insured's medical adviser and may consult our medical advisers and/or our reassurers, if appropriate.

Alzheimer's Disease or Pre-Senile Dementia (before age 65) – resulting in permanent symptoms

A definite diagnosis of Alzheimer's disease or Pre-Senile Dementia (before age 65) by a Consultant Neurologist, Psychiatrist or Geriatrician. There must be permanent clinical loss of the ability to do all of the following:

- remember;
- reason; and
- perceive, understand, express and give effect to ideas.

Aorta Graft Surgery – for disease or trauma

The undergoing of surgery for disease or trauma to the aorta with excision and surgical replacement of a portion of the diseased aorta with a graft.

The term aorta includes the thoracic and abdominal aorta but not its branches.

For the above definition, the following is not covered:

- Any other surgical procedure, for example the insertion of stents or endovascular repair.

Aplastic Anaemia

A definite diagnosis of Aplastic Anaemia by a Consultant Haematologist. There must be permanent bone marrow failure with anaemia, neutropenia and thrombocytopenia.

Bacterial Meningitis

A definite diagnosis of Bacterial Meningitis resulting in permanent neurological deficit with persisting clinical symptoms.

Benign Brain Tumour – resulting in permanent symptoms or requiring invasive surgery

A non-malignant tumour or cyst originating from the brain, cranial nerves or meninges within the skull, resulting in permanent neurological deficit with persisting clinical symptoms or requiring invasive surgery.

For the above definition, the following are not covered:

- Tumours in the pituitary gland.
- Tumours originating from bone tissue.
- Angiomas and cholesteatoma.

Benign Spinal Cord Tumour

A non-malignant tumour in the spinal canal involving the meninges or spinal cord. This tumour must be interfering with the function of the spinal cord which results in permanent neurological deficit with persisting clinical symptoms. This diagnosis must be made by a medical specialist and must be supported by appropriate evidence. Excluded under this definition are cysts, granulomas, malformations in the arteries or veins of the spinal cord, haematomas, abscesses, disc protrusions and osteophytes

Blindness – permanent and irreversible

Permanent and irreversible loss of sight to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in the better eye using a Snellen eye chart.

Cancer – excluding less advanced cases

Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue.

The term malignant tumour includes leukaemia, sarcoma and lymphoma except cutaneous lymphoma (lymphoma confined to the skin).

For the above definition, the following are not covered:

- All cancers which are histologically classified as any of the following:
 - pre-malignant;
 - non-invasive;
 - cancer in situ;
 - having either borderline malignancy; or
 - having low malignant potential.
- All tumours of the prostate unless histologically classified as having a Gleason score of 7 or above or having progressed to at least TNM classification T2bN0M0.
- Any skin cancer (including cutaneous lymphoma) other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin) unless the skin cancer has been confirmed as malignant and has spread to the lymph nodes or distant organs.

Cardiac Arrest – with insertion of a cardiac defibrillator

Sudden loss of heart function with interruption of blood circulation around the body resulting in unconsciousness and resulting in either of the following devices being surgically implanted:

- Implantable cardioverter-defibrillator (ICD) or;
- Cardiac resynchronisation therapy with defibrillator (CRT-D)

For the above definition the following are not covered:

- Insertion of a pacemaker
- Insertion of a defibrillator without cardiac arrest
- Cardiac arrest secondary to alcohol or drug abuse

Cardiomyopathy – of specified severity

A definite diagnosis of cardiomyopathy by a Consultant Cardiologist. There must be clinical impairment of heart function resulting in the permanent loss of ability to perform physical activities to at least Class 3 of the New York Heart Association classifications of functional capacity (i.e. heart disease resulting in marked limitation of physical activities where less than ordinary activity causes fatigue, palpitation, breathlessness or chest pain).

For the above definition the following are not covered:

- Cardiomyopathy secondary to alcohol or drug abuse.
- All other forms of heart disease, heart enlargement and myocarditis.

Coma – with associated permanent symptoms

A state of unconsciousness with no reaction to external stimuli or internal needs which;

- requires the use of life support systems; and
- results in associated permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following are not covered:

- Medically induced coma
- Coma secondary to alcohol or drug abuse.

Coronary Artery By-Pass Grafts

The undergoing of surgery on the advice of a Consultant Cardiologist to correct narrowing or blockage of one or more coronary arteries with by-pass grafts.

Creutzfeldt-Jakob Disease

An unequivocal diagnosis of Creutzfeldt-Jakob Disease made by a Consultant Neurologist.

Deafness – permanent and irreversible

Permanent and irreversible loss of hearing to the extent that the loss is greater than 95 decibels across all frequencies in the better ear using a pure tone audiogram.

Devic's Disease – with persisting clinical symptoms

A definite diagnosis of Devic's disease by a Consultant Neurologist. There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 3 months.

Encephalitis

A definite diagnosis of encephalitis by a Consultant Neurologist resulting in permanent neurological deficit with persisting clinical symptoms.

Heart Attack

Death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:

- new characteristic electrocardiographic changes.
- the characteristic rise of cardiac enzymes or Troponins

The evidence must show a definite acute myocardial infarction.

For the above definition, the following are not covered:

- other acute coronary syndromes
- angina without myocardial infarction.

Heart Valve Replacement or Repair

The undergoing of surgery on the advice of a Consultant Cardiologist to replace or repair one or more heart valves.

HIV infection – *caught in the European Union, North America, Australia or New Zealand from a blood transfusion, a physical assault or at work*

Infection by Human Immunodeficiency Virus resulting from:

- a blood transfusion given as part of medical treatment
- a physical assault; or
- an incident occurring during the course of performing normal duties of employment

after the start of the policy and satisfying all of the following:

- The incident must have been reported to appropriate authorities and have been investigated in accordance with established procedures.
- Where HIV infection is caught through a physical assault or as a result of an incident occurring during the course of performing normal duties of employment, the incident must be supported by a negative HIV antibody test taken within five days of the incident.
- There must be a further HIV test within 12 months confirming the presence of HIV or antibodies to the virus.
- The incident causing infection must have occurred in the European Union, North America, Australia or New Zealand.

For the above definition the following is not covered:

- HIV infection resulting from any other means including sexual activity or drug abuse.

Intensive care – *requiring mechanical ventilation for 30 consecutive days*

Any sickness or injury resulting in the insured requiring continuous mechanical ventilation by means of tracheal intubation for 30 consecutive days (24 hours per day) or more in an Intensive Care Unit in a UK hospital. For the above definition the following is not covered: sickness or injury as a result of drug or alcohol intake or other self-inflicted means.

Kidney Failure – *requiring permanent dialysis*

Chronic and end stage failure of both kidneys to function, as a result of which regular dialysis is permanently required.

Liver Failure

A definite diagnosis, by a Consultant Physician, of irreversible end stage liver failure due to cirrhosis resulting in all of the following:

- Permanent jaundice;
- Ascites; and
- Encephalopathy.

For the above definition the following is not covered:

- Liver failure secondary to alcohol or drug abuse.

Loss of hand or foot – *permanent physical severance*

Permanent physical severance of either a hand or a foot at or above the wrist or ankle joint.

Loss of Independent Existence

Loss of Independent Existence will mean a permanent inability to perform independently three or more Activities of Daily Living below, with or without the use of mechanical equipment, special devices or other aids. Confirmation must be received by a Consultant Physician and be supported by our medical adviser.

The Activities of Daily Living are:

1. Transferring

The ability to move from a bed to an upright chair or wheelchair and vice versa, or to get on or off a toilet or commode.

2. Continence

The ability to manage bowel and bladder function such that an adequate level of personal hygiene can be maintained.

3. Dressing

The ability to put on, take off, secure and unfasten all necessary garments and any braces, artificial limbs or other surgical appliances.

4. Mobility

The ability to move indoors from one room to another on a level surface in the Life Insured's normal place of residence.

5. Feeding

The ability to feed oneself once food and drink has been prepared and made available.

6. Washing

The ability to wash in the bath or shower (including getting into and out of the bath or shower) such that an adequate level of personal hygiene can be maintained.

Loss of Speech – total, permanent and irreversible

Total, permanent and irreversible loss of the ability to speak as a result of physical injury or disease.

Major Organ Transplant - from another donor

The undergoing as a recipient of a transplant from another donor, of bone marrow or of a complete heart, kidney, liver, lung or pancreas, or a whole lobe of the lung or liver, or inclusion on an official UK waiting list for such a procedure.

For the above definition, the following is not covered:

- Transplant of any other organs, parts of organs, tissues or cells.

Motor Neurone Disease – resulting in permanent symptoms

A definite diagnosis of Motor Neurone Disease by a Consultant Neurologist. There must be permanent clinical impairment of motor function.

All forms of Motor Neurone Disease are covered including Spinal Muscular Atrophy.

Multiple Sclerosis – with current symptoms

A definite diagnosis of Multiple Sclerosis by a Consultant Neurologist. There must be current clinical impairment of motor or sensory function caused by Multiple Sclerosis.

Multiple System Atrophy

A definite diagnosis of multiple system atrophy confirmed by a Consultant Neurologist. There must be evidence of permanent clinical impairment of either: Motor function with associated rigidity of movement or the ability to coordinate muscle movement or Bladder control and postural hypotension.

Paralysis of a limb – total and irreversible

Total and irreversible loss of muscle function to the whole of a limb.

Parkinson's Disease (before age 65) – resulting in permanent symptoms

A definite diagnosis of Parkinson's disease or other named Parkinsonian syndrome of specified severity (before age 65) by a consultant neurologist. The additional Parkinsonian syndromes covered are corticobasal degeneration and diffuse lewy body disease.

There must be permanent clinical impairment of motor function with associated tremor and muscle rigidity.

For the above definition the following are not covered:

- Other Parkinsonian syndromes/ Parkinsonism.

Pneumonectomy – *removal of a complete lung*

The undergoing of surgery on the advice of a consultant medical specialist to remove an entire lung due to disease or traumatic injury. Other forms of surgery to the lungs including removal of a lobe of the lungs (lobectomy) or lung resection are not covered under this definition.

Primary Pulmonary Hypertension – *of specified severity*

Primary pulmonary hypertension with permanent clinical impairment of heart function resulting in marked limitation of physical activities to at least Class 3 of the New York Heart Association's classification of functional capacity

Progressive Supranuclear Palsy

A definite diagnosis by a Consultant Neurologist of progressive supranuclear palsy. There must be permanent clinical impairment of eye movement and motor function with associated tremor, rigidity of movement and postural instability.

Pulmonary Artery Surgery

The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a Consultant Cardiologist for disease of the pulmonary artery to excise and replace the diseased pulmonary artery with a graft.

Rheumatoid Arthritis - *of specified severity*

Severe chronic Rheumatoid Arthritis evidenced by joint destruction and deformity of at least three major joint groups, resulting in the inability to do three of the following; bend or kneel to pick up an object from the floor; use hands or fingers to pick up or manipulate small objects such as cutlery or a pen; lift or carry an everyday object such as a kettle; walk a distance of 200m on flat ground with or without use of a walking stick and without experiencing severe discomfort.

Severe Lung Disease – *of specified severity*

Severe lung disease where there is permanent impairment of lung function with lung function tests: Forced Vital Capacity (FVC) and Forced Expiratory Volume at 1 second (FEV1) below 50% of normal and a need for daily oxygen therapy for a minimum of 15 hours per day for at least six months.

Spinal Stroke – *resulting in permanent symptoms*

Death of spinal cord tissue due to inadequate blood supply or haemorrhage within the spinal column resulting in permanent neurological deficit with persisting clinical symptoms.

Stroke

Death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in either:

- permanent neurological deficit with persisting clinical symptoms; or
- definite evidence of death of brain tissue or haemorrhage on a brain scan; and
- neurological deficit with persistent clinical symptoms lasting at least 24 hours.

For the above definition, the following are not covered:

- Transient ischaemic attack
- Death of tissue of the optic nerve or retina / eye stroke.

Structural Heart Surgery

The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a Consultant Cardiologist to correct any structural abnormality of the heart

Systemic Lupus Erythematosus – of specified severity

A definite diagnosis with either, permanent impaired kidney function with glomerular filtration rate below 30ml/min or permanent neurological deficit resulting in persistent symptoms of paralysis, localised weakness, dysarthria, dysphagia or difficulty in walking.

Third Degree Burns – covering at least 20% of the body's surface area or covering at least 20% of the surface area of the face or head

Burns that involve damage or destruction of the skin to its full depth through to the underlying tissue and covering at least 20% of the body's surface area or covering at least 20% of the surface area of the face or head.

Traumatic Brain Injury – resulting in permanent symptoms

Death of brain tissue due to traumatic injury resulting in permanent neurological deficit with persisting clinical symptoms.

(d) **Total Permanent Disability – of specified severity**

Total Permanent Disability can be defined as either:

Unable to do your own occupation ever again or; unable to do 3 specified work tasks ever again.

Total permanent disability – unable before age 65 to do your own occupation ever again

Loss of the physical or mental ability through an illness or injury before age 65 to the extent that the insured person is unable to do the material and substantial duties of their own occupation ever again. The material and substantial duties are those that are normally required for, and/or form a significant and integral part of, the performance of the person's own occupation that cannot reasonably be omitted or modified.

Own occupation means your trade, profession or type of work you do for profit or pay. It is not a specific job with any particular employer and is irrespective of location and availability.

The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the insured person expects to retire.

For the above definition, disabilities for which the relevant specialists cannot give a clear prognosis are not covered.

Total permanent disability – unable before age 65 to do 3 specified work tasks ever again.

Loss of the physical ability through an illness or injury before age 65 to do at least 3 of the 6 work tasks listed below ever again.

The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the insured person expects to retire.

The insured person must need the help or supervision of another person and be unable to perform the task on their own, even with the use of special equipment routinely available to help and having taken any appropriate prescribed medication.

The work tasks are:

- **Walking** – the ability to walk more than 200 metres on a level surface.
- **Climbing** – the ability to climb up a flight of 12 stairs and down again, using the handrail if needed.
- **Lifting** – the ability to pick up an object weighing 2kg at table height and hold for 60 seconds before replacing the object on the table.
- **Bending** – the ability to bend or kneel to touch the floor and straighten up again.

- **Getting in and out of a car** – the ability to get into a standard saloon car, and out again.
- **Writing** – the manual dexterity to write legibly using a pen or pencil, or type using a desktop personal computer keyboard.

For the above definition, disabilities for which the relevant specialists cannot give a clear prognosis are not covered.

- (e) On payment of the Critical Illness Benefit the Plan will cease.

4A. ADDITIONAL CRITICAL ILLNESS BENEFIT

- (a) Provided Critical Illness Benefit has been included under the Plan, Additional Critical Illness Benefit will also be included under the Plan.
- (b) In the event that the Life Insured is diagnosed as suffering from, or has undergone surgery for, one or more of the illnesses or conditions listed in condition 4A(c) below and no Premium is due and unpaid and a claim for Critical Illness Benefit or Terminal Illness Benefit has not already been accepted under this Plan, we will, subject to receiving such satisfactory proof of that condition as we may reasonably require to enable us to assess the claim, pay the Additional Critical Illness Benefit to the Planholder. If a claim meets the definition for Critical Illness Benefit and an Additional Critical Illness Benefit at the same time, we will only pay a claim for the Critical Illness Benefit.
- (c) To be eligible for Additional Critical Illness Benefit, the Life Insured must be diagnosed as suffering from one or more of the following illnesses or conditions stated below. In determining that diagnosis, we will consider the views of the Life Insured's medical adviser and may consult our medical advisers and/or our reassurers, if appropriate.

Arteriovenous malformation (AVM) of the brain – with specified treatment

The undergoing of craniotomy, endovascular repair or radiosurgery to treat an arteriovenous malformation (AVM) of the brain.

Bladder removal

Complete surgical removal of the urinary bladder (total cystectomy).

For the above definition the following are not covered:

- Urinary bladder biopsy
- Removal of a portion of the urinary bladder

Carcinoma in situ of the breast – *requiring surgery to remove the tumour*

Carcinoma in situ of the breast positively diagnosed with histological confirmation by biopsy together with the undergoing of surgery to remove the tumour.

For the above definition, the following is not covered;

- Lobular carcinoma in situ

Carcinoma in situ of the cervix – *requiring treatment with hysterectomy*

Carcinoma in situ of the cervix positively diagnosed with histological confirmation together with the undergoing of a hysterectomy on the advice of a specialist, to treat the carcinoma in situ of the cervix.

The following are excluded:

- All grades of dysplasia
- Cervical squamous intra-epithelial lesion (SIL) and Cervical intra-epithelial neoplasia (CIN), unless carcinoma in-situ is present
- Carcinoma in-situ of any other gynaecological organ (for example the ovary, or the fallopian tube)
- Any other disease or disorder of the cervix or other gynaecological organs that is treated with hysterectomy.

Carcinoma in situ of the testicle – requiring surgical removal of one or both testicles

Carcinoma in situ of the testicle (also known as intratubular germ cell neoplasia unclassified or ITGCNU) positively diagnosed with histological confirmation and treated with an orchidectomy (complete surgical removal of the testicle).

Cerebral aneurysm – with specified treatment

The undergoing of craniotomy, endovascular repair or radiosurgery to treat a cerebral aneurysm.

Crohn's disease – treated with intestinal resection

A definite diagnosis by a consultant gastroenterologist of Crohn's disease which has been treated with surgical intestinal resection

Low grade prostate cancer – with specified treatment

Tumours of the prostate histologically classified as having a Gleason score between 2 and 6 inclusive provided the tumour has progressed to a clinical TNM classification between T1N0M0 and T2aN0M0; and the tumour has been treated by one of the following:

- Complete removal of the prostate.
- External beam or interstitial implant radiotherapy.
- Cryotherapy.
- Hormone therapy.
- High intensity focused ultrasound.

For the above definition, the following is not covered:

- Prostate cancers where the treatment is not one of the specified treatments above, or requires observation only.

Non-malignant pituitary tumour – with specified treatment

A non-malignant pituitary tumour requiring radiotherapy or surgical removal.

For the above definition the following are not covered:

- Non-malignant tumours of the pituitary gland treated by any other method.

Removal of an eyeball

Surgical Removal of an eyeball due to disease or injury. Self-inflicted injuries are excluded.

Significant visual impairment

Permanent and irreversible loss of sight to the extent that even when tested with the use of visual aids is measured at 3/60 to 6/60 in the better eye using a Snellen chart, or visual field is reduced to 20° or less of arc as certified by an ophthalmologist.

- (d) The amount of Additional Critical Illness Benefit payable will be the lesser of £20,000 or 20% of the Critical Illness Benefit under the Plan.
- (e) Additional Critical Illness Benefit will be paid once in respect of each of the conditions listed in Condition 4A(c) above for each Life Insured and then the benefit will cease in respect of that Life Insured. This will not affect any claims under Condition 5(b)(ii).

5. CHILDREN'S BENEFIT

- (a) Provided Critical Illness Benefit has been included under the Plan, Children's Benefit will also be included under the Plan.
- (b) For Children's Benefit to be payable, the child covered must be diagnosed with, or undergo surgery for, a Relevant Critical Illness or die during the period of cover. The period of cover will start from when the child covered is 30 days old and end on their 18th birthday, or 21st birthday if they are in full time education. The Relevant Critical Illnesses under which

- Children's Benefit may be payable are
- (i) those Critical Illnesses defined in Condition 4(c) above but excluding Total Permanent Disability - of specified severity; and (ii) the conditions listed in clause 4A(c) above (Additional Critical Illness Benefit).
- (c) For the purposes of Condition 5(b), children will include step-children and legally adopted children of the Life Insured.
 - (d) In the event that a child covered by the Plan under Condition 5(b) suffers a Relevant Critical Illness or dies we will, subject to receiving such proof of Relevant Critical Illness or death as we may reasonably require to enable us to assess the claim, pay Children's Benefit to the Planholder.
 - (e) The amount of Children's Benefit payable in respect of a Relevant Critical Illness claim will be the lesser of £25,000 or 50% of the Critical Illness Benefit under the Plan. The amount of Children's Benefit payable in respect of death will be £5,000.
 - (f) Children's Benefit will be paid once for a Relevant Critical Illness claim and once for a death claim in respect of the same child. Following a payment of Children's Benefit, the Plan will continue in force.
 - (g) For the purposes of Condition 5(b) by full time education we mean attendance at a full time course at a school, college or university. This includes work placements that are part of a full time course but excludes breaks from education, for example gap years.

6. PREMIUM PROTECTION BENEFIT

- (a) Provided that Premium Protection Benefit has been included under the Plan and no Premium is due and unpaid, we will, subject to the Plan Conditions, waive future Premiums on the Incapacity of the Life Insured during the Period of Waiver. Premiums will not be waived in the circumstances described in Condition 7(f).

- (b) Incapacity can be defined in one of the following ways:
 - (i) The Life Insured is totally unable to follow their Normal Occupation as a result of sickness or accident and is not following any other occupation. Normal Occupation means the occupation of the Life Insured immediately before sickness or accident that resulted in the claim.
 - (ii) The Life Insured is consistently unable to perform three or more of the Personal Capabilities listed in Condition 6(c)(i) below or suffer one of the Serious Conditions listed in Condition 6(c)(ii) below.

The definition applied to the Life Insured is specified in the Plan Schedule, unless immediately before the sickness or accident that resulted in the claim the Life Insured was not in gainful employment. In this case, the definition will be 6(b)(ii) above.

- (c) (i) Personal Capabilities

The Personal Capabilities are:

1. Sitting in a chair – sit in a chair for at least 30 minutes without unreasonable discomfort. 'Sit' means the ability to maintain the position of the trunk without the aid of the arms of a chair, or any other person, object or appliance.

2. Standing – stand and perform light tasks such as making a cup of tea, using one hand for support, for a period of at least five minutes.

3. Walking – walk a distance of more than 200 metres on flat ground without stopping. 'Walk' means normal walking without the use of sticks, crutches or other assistive devices.

4. Lifting and carrying – lift a 2kg bag of potatoes from waist height using either hand and carry it for five metres. 'Either hand' means both arms have to be disabled in order to satisfy the test;

the test is not concerned with the ability to do this with both hands together; the 'bag of potatoes' is without handles.

5. Walking up and down stairs – walk up and down a flight of ten standard household stairs without taking a rest. Walk 'up and down' means that both tasks cannot be managed within a reasonable period, but not necessarily one after the other.

6. Bending and kneeling – bend or kneel to pick up a paperback book from the floor and straighten up again unaided. The activity begins from the sitting position. The intention is that the posture can be reached in such a way as to allow the performance of tasks commonly required in the average home or place of employment.

7. Using hands – pick up a pencil or pen from a table with forefinger and thumb. The inability of both hands is required to satisfy the test.

8. Combined movement – the ability to get in and out of a standard saloon car passenger seat.

9. Maintain an ordinary UK driving licence – without suffering fits or blackouts such that reasonable medical opinion requires the revocation of any ordinary UK driving licence or would preclude obtaining one. Ordinary UK driving licence means a licence to drive Group 1 categories of vehicles only, and fitness to drive in the above circumstances is governed by the prevailing regulations as applied by the DVLA.

(ii) Serious Conditions

The Serious Conditions are:

1. Blindness – permanent and irreversible loss of sight to the extent that even when tested with the use of visual aids vision is measured at 3/60 or worse in the better eye using a Snellen eye chart.

2. Deafness – permanent and irreversible loss of hearing to the extent that the loss is greater than 95 decibels across all frequencies in the better ear using a pure tone audiogram.

3. Terminal Illness – advanced or rapidly progressing incurable illness where, in the opinion of an attending consultant and our Medical Officer, the life expectancy is no longer than 12 months.

4. Complete Dependency – being totally incapable of caring for one-self, requiring 24 hour medical supervision in a hospital or nursing home.

5. Mental Illness

- a) Diagnosis of a severe mental illness by a Consultant Psychiatrist which has resulted in in-patient admission for at least seven consecutive days on the direction of the Consultant Psychiatrist, and results in both:
- severe and continuous reduction in mental and social functioning, and
 - continuous supervision and care under the NHS Care Programme approach at the highest level.

Or

- b) Brain disease or brain injury causing progressive loss of ability to understand, perceive, reason, express and remember, giving rise to you requiring continuous personal care.
- (d) Period of Waiver means a continuous period of Incapacity excluding the initial 26 weeks of incapacity. The Period of Waiver ceases on the earliest of the following:
- (i) The date on which the Incapacity ceases.
 - (ii) Payment of benefit under Conditions 2 (Life Insurance Amount) 3 (Terminal Illness Benefit) or 4 (Critical Illness Benefit).

(iii) The End Date of the Plan.

A recurrence of Incapacity from the same cause after a period during which Premiums have been waived under this Condition, followed by a return to any occupation of not more than 13 weeks, will be considered a continuation of the original Incapacity (but the period of occupation between the periods of Incapacity will not be counted as part of the Period of Waiver).

(e) The Premiums waived will be:

(i) Monthly Premiums

We will waive the payment of monthly Premiums due during a Period of Waiver.

(ii) Annual Premiums

We will waive the payment of part of each annual Premium due during or immediately following a Period of Waiver. The part waived will be equal to the amount of the annual Premium multiplied by the number of monthly Premiums which would have been waived if Premiums were payable monthly, divided by 12.

The amount of any Premium waived will be assumed to have been paid to us on the due date of such Premium.

7. EXCLUSIONS

(a) We will not pay any benefit:

(i) unless we receive any documents and evidence we require in accordance with Condition 9 (Payment of Benefits)

(ii) if we have to cancel the Plan in accordance with condition 14(b) or 14(c)(iii)

(b) We will not pay the Life Insurance Amount if:

(i) a claim for Terminal Illness Benefit or Critical Illness Benefit has already been accepted under this Plan.

(ii) the death of the Life Insured is caused by intentional self-inflicted injury or suicide within 12 months from the Plan Start Date.

(c) We will not pay the Terminal Illness Benefit if:

(i) diagnosis of the Terminal Illness occurs after the End Date of the Plan.

(d) We will not pay the Critical Illness Benefit:

(i) unless the illness or condition fully satisfies the relevant definition listed in Condition 4(c)

(ii) unless the Life Insured is still alive 14 days after being diagnosed as suffering from a Critical Illness as detailed in Condition 4(c)

(iii) in respect of Total Permanent Disability unless we receive notice of disablement within 13 weeks of the commencement of Total Permanent Disability

(iv) if the illness or condition is specifically excluded in the Plan Schedule

(v) in respect of Blindness, Coma, Deafness, Loss of Independent Existence, Loss of Hand or Foot, Loss of Speech, Paralysis of a Limb, Third Degree Burns, Total Permanent Disability or Traumatic Brain Injury if we reasonably determine that it is caused directly or indirectly through the Life Insured's use or involvement in any of the following:

- **Criminal acts or Self-inflicted injury**

Taking part in a criminal act or intentional self-inflicted injury.

(e) We will not pay the Children's Benefit:

(i) unless the child in respect of whom a claim is made is alive 14 days after diagnosis or undergoing surgery in respect of a claim for Relevant Critical Illness. If the child is not alive after this period then a claim in respect of death will be payable.

- (ii) if we have accepted a claim for the Life Insurance Amount, Terminal Illness Benefit or Critical Illness Benefit in respect of a Life Insured under the Plan
- (iii) if the Relevant Critical Illness giving rise to a claim for Children's Benefit resulted from a condition existing before the child became covered by the Plan
- (iv) in respect of Blindness, Coma, Deafness, Loss of Independent Existence, Loss of Hand or Foot, Loss of Speech, Paralysis of a Limb, Third Degree Burns or Traumatic Brain Injury if we reasonably determine that the Relevant Critical Illness is caused directly or indirectly through the child's use or involvement in any of the following:
 - **Criminal acts or Self-inflicted injury**
Taking part in a criminal act or intentional self-inflicted injury.
- (f) We will not waive Premiums following a Premium Protection claim:
 - (i) for the first 26 weeks of Incapacity
 - (ii) if the cause of Incapacity is specifically excluded in the Plan Schedule
 - (iii) if the person incapacitated is living outside of the European Union for more than 13 consecutive weeks in any 12-month period
 - (iv) if we reasonably determine that the Incapacity is caused directly or indirectly through the Life Insured's use or involvement in any of the following:
 - **Criminal acts or Self-inflicted injury**
Taking part in a criminal act or intentional self-inflicted injury.
- (g) We will not pay the Additional Critical Illness Benefit:
 - (i) unless the illness or condition fully satisfies the relevant condition listed in Condition 4A(c)
- (ii) unless the Life Insured is still alive 14 days after being diagnosed as suffering from one or more of the illnesses or conditions as detailed in Condition 4A(c)
- (iii) if the illness or condition is specifically excluded in the Plan Schedule
- (iv) if a claim for Critical Illness Benefit or Terminal Illness Benefit has already been accepted under this Plan.
- (v) in respect of Removal of an eyeball if we reasonably determine it is caused directly or indirectly through the Life Insured's use or involvement in any of the following:
 - **Criminal acts or Self-inflicted injury**
Taking part in a criminal act or intentional self-inflicted injury.

8. LIFE (LIVES) INSURED

- (a) For joint life policies, the Life Insurance Amount will be payable to the Planholder on the death of the Life Insured who dies first provided the Plan term has not expired. The Life Insurance Amount will be paid on one occasion only and upon payment, the Plan will cease and no other Benefit will be payable.
- (b) For joint life policies, Critical Illness Benefit will be payable on the first occurrence of Total Permanent Disability or a Critical Illness listed in Condition 4(c), where specified in the Plan Schedule as being on both lives. Critical Illness Benefit will be paid on one occasion only and upon payment, the Plan will cease and no other Benefit will be payable.
- (c) For joint life policies, Terminal Illness Benefit will be payable on the first diagnosis of Terminal Illness. Terminal Illness Benefit will be paid on one occasion only and upon payment, the Plan will cease and no other Benefit will be payable.

- (d) Reference to the Life Insured in Condition 6 (Premium Protection Benefit) will mean, in the case of joint life Plans, the person or any of the persons nominated for the purpose of Condition 6 (Premium Protection Benefit) in the Plan Schedule.
- (e) For joint life policies, Additional Critical Illness Benefit will be paid once in respect of each of the conditions listed in Condition 4A(c) above for each Life Insured and then the benefit will cease in respect of that Life Insured.

9. PAYMENT OF BENEFITS

- (a) The payment of any benefit will be subject to us receiving such proof as we may reasonably require of:
 - (i) the happening of an event on which any Benefit is payable or the continuation of the circumstances under which any Benefit is payable
 - (ii) the claimant having legal ownership of the Plan
 - (iii) the date of birth of the Life Insured, or child in respect of a claim for Children's Benefit.
 - (iv) our completed claim form
 - (v) conversations with and reports from third parties, such as coroners and the police; and
 - (vi) such other information as we may reasonably require to enable us to assess the claim.
- (b) The information and evidence we require to determine if a Benefit is payable may include:
 - (i) medical certificates and evidence of Terminal Illness, Incapacity, Total Permanent Disability or Critical Illness to be provided at the Life Insured's expense. When requesting such information we will do no more than is reasonably necessary, having regard to the individual circumstances, to determine whether a Benefit is payable
 - (ii) medical examinations of and/or tests including blood tests on the Life Insured (or child of the Life Insured for Children's Benefit claims) carried out at such intervals as we may reasonably require, having regard to the individual circumstances, by a medical examiner appointed by us
 - (iii) written consent to allow us to receive the results of any medical examinations and/or tests required under Condition 9(b)(ii); and
 - (iv) a signature on any declaration or consent form we provide allowing us access to the Life Insured's medical records.
- (c) All medical certificates and the results of medical examinations and/or tests must be submitted to us in writing and must be provided by medical practitioners resident and practising in countries of the European Union (as constituted at 1st January 1999), Australia, Norway, Switzerland, USA, New Zealand, Canada or Malta. We may add further countries in the future.
- (d) Where there is more than one Life Insured, we will require the relevant certificates and documents for each Life Insured.
- (e) Where we do not receive the information we reasonably require to determine whether a Benefit is payable, there will be no refund of any Premiums already paid.

10. SURRENDER

If the Plan is cancelled by the Planholder no payment will be made by us and the Plan will cease.

11. OPTIONS

- (a) The options set out in Conditions 12 and 13 (the "Options") are only available at the Planholder's request on commencement of the Plan.
- (b) The exercise of either of the Options is subject to us receiving:
 - (i) a completed relevant Plan Application; and
 - (ii) a valid means of payment in accordance with clause 1(c) above.
- (c) An Option can only be exercised if the resulting total of any Life Insurance Amount remaining on this Plan, and that on any new plan(s), does not exceed our prescribed limit. This limit is the Life Insurance Amount of this Plan immediately before the Option is exercised increased by any percentage rise in the Retail Prices Index between the Start Date and the date the Option is exercised.
- (d) Any new plan will be subject to our terms and conditions applicable to such new plan at the time of issue. In particular the new plan may have different limits on the age of the Life Insured, the term and the benefits available.
- (e) The Premiums under any new plan will be calculated using the rates in force at the time of issue of the new plan. Where there is more than one Life Insured named in the Plan Schedule, the ages of all Lives Insured will be taken into account.
- (f) An Option may only be exercised on or before the 65th birthday of the Life Insured or the eldest of the Lives Insured for joint life policies.
- (g) The Renewal Option will only be available in any new term assurance plan provided the expiry date of the new plan is on or before the 65th birthday of the Life Insured or the eldest of the Lives Assured for joint life policies. The Conversion Option will not be available in any new Plan.

12. CONVERSION OPTION

- (a) Provided that Critical Illness Benefit has not been effected under the Plan, the Planholder may at any time request us to cancel the Plan in whole or in part and issue a new plan or plans having the same Life Insured or Lives Insured as the Plan provided that:
 - (i) the Life Insured is, or for joint life policies the Lives Insured are, still alive; and
 - (ii) no Premium is unpaid.
- (b) Any new plan issued under this Option will be any term assurance plan or whole of life plan as may be available for the purpose of this Option at the time the Option is exercised.
- (c) No evidence of health will be requested when a Planholder exercises the Conversion Option in accordance with Condition 12(a).
- (d) "Partial Conversion" means that the Plan will continue with a reduced Life Insurance Amount and we will issue a new plan or plans. Partial Conversion will only be available provided the total of the Life Insurance Amount of the Plan and the sums assured under the new plan or plans does not exceed the Life Insurance Amount under the Plan immediately prior to the exercise of the Option, increased by the rise in the Retail Prices Index from the Start Date to the date of exercise of the Option.

13. RENEWAL OPTION

- (a) If the Plan has been issued without Critical Illness Benefit or with Critical Illness Benefit paid for by reviewable Premiums, the Planholder may, on the End Date, request us to issue a new plan which will be a term assurance plan having the same Life or Lives Insured as the Plan provided that:
 - (i) the Life Insured is, or for joint life policies the Lives Insured are, still alive; and
 - (ii) no Premium is unpaid.
- (b) The term of the new plan will not exceed the original term of the Plan.
- (c) The new term assurance plan will be issued without evidence of health unless the Planholder requests Critical Illness Benefit and/or Premium Protection Benefit or such similar benefits as may be available at the time in the new plan. If Critical Illness Benefit or any similar benefit is included in the new plan then terms relating to the review of Premiums under the new plan will apply.

14. ALTERATIONS

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

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

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

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

15. ACCEPTANCE OF INSTRUCTIONS

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

16. GENERAL

- (a) Should ownership of the Plan be transferred to someone else (an assignment), we must be in receipt of the written notice of assignment before any payment can be made.
- (b) In these Plan Conditions 'we', 'us' and 'our' means Aviva Life and Pensions UK Limited.
- (c) In these Plan Conditions the "Planholder" means the person or persons specified as such in the Plan Schedule or any other person who becomes the legal owner of the Plan.
- (d) The Plan Schedule records details of the Plan at the Start Date. The exercise of any Option or any other alteration resulting in changes in the Premiums and the Benefits may not be reflected on the Plan. In this event, we will record such changes.
- (e) This Plan does not give any rights to any person other than the Planholder and Aviva Life and Pensions UK Limited. No other person shall have any rights to rely on any terms under this Policy. The Planholder and Aviva Life and Pensions UK Limited may amend or cancel this Plan without reference to, or the consent of, any other person.
- (f) The Plan will be governed by the laws of England.

