

# Accidental Death Insurance

## **Important note:**

This is not a life insurance policy.

This insurance provides cover for accidental death only. It does not provide cover for death caused by illness or disease.



## How to get in touch

You can write to us at:

Aviva  
PO Box 3553  
Norwich  
NR1 3DA

### **To make a claim or check progress on a claim call us on 0800 051 5175**

Call us as soon as possible between 9am and 5pm Monday to Friday (excluding public and bank holidays).

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

Alternatively, please email us at: [hcpamoa@aviva.co.uk](mailto:hcpamoa@aviva.co.uk)

### **For anything else call us on 0800 158 3993**

If you have any questions or want to make any changes to your insurance call us between 9am and 5pm Monday to Friday (excluding public and bank holidays).

Alternatively, you can email us at: [paadmin@aviva.co.uk](mailto:paadmin@aviva.co.uk)

### **Please note:**

- When writing or sending an email, please help us by quoting your policy number. You can find this on your policy schedule.
- For email correspondence any details you submit will not be secure whilst being submitted.
- Calls to 0800 numbers from UK landlines and mobiles are free.
- For our joint protection telephone calls may be recorded and/or monitored.

## Your cancellation rights

You have the statutory right to cancel your insurance within 14 days from the day of purchase or the day on which you receive your policy documentation, whichever is the later.

If you cancel during this period, you are entitled to a full refund of the premium paid. If you have made a claim and then cancel within this period, we will seek to recover any claim payments already made.

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

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

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

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## **Your Accidental Death Insurance policy**

Thank you for choosing this insurance.

This is your policy booklet which sets out the terms of this insurance cover. It tells you all you need to know about your Accidental Death Insurance. Details of the cover you have chosen are shown in your current policy schedule.

Please read this policy booklet and your policy schedule and familiarise yourself with the cover provided by this insurance and all the terms, conditions and exclusions that apply.

Please keep them in a safe place and make sure a relative or close friend knows where to find them.

If any of the details on your current policy schedule are incorrect or you need to advise us of any of the changes listed in the 'Changes we need to know about' section, please contact us straightaway and we will send you new policy documents with the correct details.

### **The contract of insurance**

This policy booklet and your policy schedule form the contract of insurance between you and us. Please read them and keep them safe.

In return for payment of your premium and subject to the terms, limitations and exclusions of this contract we will pay the benefit shown on your current policy schedule that apply at the time of the insured person's accident.

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

### **What this insurance does**

If an insured person suffers an accident that directly results in their death this insurance will pay a benefit to their estate.

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

We will pay any benefit due regardless of whether the insured person is covered by any other personal accident insurance.

### **What this insurance does not do**

This insurance is not a life insurance policy. It does not provide cover in the event of death caused by illness or disease.

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

## What we mean by certain words

Where you see the following words they have the following specific meanings:

'Accident'	means as set out in the 'What is an accident?' section.
'Doctor'	means a qualified medical practitioner or specialist (other than an insured person or a member of their family).
'Insured person'	means you, and your partner if cover for partner is shown on your current policy schedule.
'Partner'	means your marital/civil partner or your partner with whom you live and share financial responsibility.
'UK'	means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
'We', 'us' and 'our'	means Aviva Insurance Limited.
'You' and 'your'	means the person who has been accepted by us for insurance, has paid or agreed to pay the premiums and is named on the current policy schedule as Policyholder.

## What is an accident?

We will only pay a claim when death is the direct result of an accident.

### What do we mean by an 'accident'?

An accident is a single, unexpected, unforeseen and unintentional incident that happens after the start of this insurance and is not a symptom of a disease or illness.

### What are you covered for?

If an insured person suffers an accident which directly results in their death, we will pay the benefit shown on your current policy schedule.

#### Example 1 – accident causing death

Whilst driving Mr Matthews skidded on ice and crashed his car. Unfortunately, Mr Matthews later died due to his injuries caused by the car crash.

After confirming that death was a direct result of an accident and none of the cover exclusions applied Aviva paid the benefit.

#### Example 2 – death due to an illness

Whilst driving, Mrs Brown suffered a stroke and crashed her car. She was not seriously injured in the accident but unfortunately she did not recover from the stroke and died.

Aviva did not pay the claim because Mrs Brown's death was a direct result of the stroke not the injuries from the car crash.

#### Example 3 – illness causing an accident

Whilst driving, Mr Patel suffered a stroke and crashed his car resulting in serious injuries. The medical team confirmed the stroke was quite mild and he could have made a full recovery, however, unfortunately, Mr Patel later died from his injuries caused by the car crash.

After confirming that death was a direct result of an accident and none of the cover exclusions applied Aviva paid the benefit.

If you have any questions about any of the information in this section or would like to talk to us about a specific medical question please call our customer helpline on 0800 158 3993.

## Am I eligible for this insurance?

You must make sure you can answer 'yes' to all of the following statements at the start of and throughout the period of your insurance.

If you answer 'no' to any of the following statements you must contact us straightaway as you are not eligible for this insurance and this may affect entitlement to claim.

- I am aged 18 years or over and under 81 years old
- My main private residence is in the UK

## Who can I cover on my insurance?

You can choose to add your partner to your insurance so they can also receive cover (as long as they are eligible and you pay the extra premium). This insurance does not provide cover for children.

For your partner to be eligible for this insurance, entitling you to make a claim in respect of them, you must make sure you can answer 'yes' to the following statements at the time they are added to your insurance and throughout the period of your insurance.

If you answer 'no' to any of the following statements you must contact us straightaway as they are not eligible for this insurance and you will not be entitled to make a claim.

- Your partner is aged 18 years or over and under 81 years old
- Your partner lives with you and you both share financial responsibility

## Changes we need to know about

Keeping your details up to date is really important.

We need to be told whenever any of the following occur:

- Any information on your current policy schedule changes.
- You want to add or remove a partner from your insurance.
- Your main private residence is no longer in the UK.
- Your partner no longer lives with you and/or you no longer share financial responsibility.
- You or your partner reaches age 81.
- An insured person dies.

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

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

## Your cover

### What is covered

We will pay the benefit shown on your current policy schedule if, as a direct result of an accident and independently of any other cause, an insured person dies within 12 months of the accident as a direct result of the injuries sustained.

To help you understand what we mean by an 'accident' please refer to the 'What is an accident?' section earlier in this policy booklet.

### Disappearance

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

### What is not covered

1. We will not pay any claim caused by:
  - illness or disease unless this is a direct result of the accident;
  - known side effects where medicines are taken correctly under medical supervision or guidance;
  - medicines taken incorrectly;
  - medicines for treating drug addiction;
  - known risks associated with a medical or surgical procedure.
2. We will not pay any claim resulting from an insured person's:
  - suicide or deliberate self inflicted injury;
  - reckless and deliberate exposure to known danger (except in an attempt to save human life);
  - use of drugs
  - consumption of alcohol to an extent that they suffer mental or physical impairment which causes the accident or results in them doing something they would not normally do without the influence of alcohol;
  - participation in or acting as an accessory to any crime or attempted crime.
3. We will not pay any claim resulting from the insured person being in control of a motor vehicle and:
  - acting in a dangerous or reckless manner; or
  - drink or drug driving.
4. If your claim is in any way dishonest or exaggerated we will not pay any benefit under this insurance or return any premium to you and we may cancel the insurance immediately and backdate the cancellation to the date of the fraudulent claim. You will have to return any benefits already paid in relation to the claim. We may also take legal action against you.
5. We will not pay for any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
  - (a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
  - (b) any action taken in controlling, preventing, suppressing, or in any way relating to, (a) above.
6. We will not pay for any claim directly or indirectly caused by ionising radiation or radioactive contamination from nuclear waste or the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment.

## How to make a claim

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

- We will send out a claim form which needs to be completed and returned to us.
- We will also ask for a signed Form of Consent to enable us, where applicable, to contact the insured person's doctor and any hospital which may have treated them.
- Depending on the circumstances of the accident we may also ask for additional contact information, for example if the injury occurred at work we will ask for the insured person's employment details (name and address and payroll number), or if the injury was sustained as a direct result of a crime we will ask for details of the investigating officer.

### Supporting information we may request

As well as approaching healthcare and/or other professionals at our own cost, we may request further information or evidence to help us assess and/or validate the claim. If this is required, we may ask the claimant to provide this at their own cost. If the claim is accepted, the claimant must pay for the Grant of Probate or Letters of Administration to prove entitlement to receive the funds.

The type of information and evidence we need will depend on the circumstances of the claim. In all cases we will only ask for information which is relevant to the claim, the treatment an insured person received or their previous medical history.

### How the claim is paid

Claim benefit payments will be made directly to the executor(s)/administrator(s) of the insured person's estate. This means the policyholder will not automatically receive the claim benefit payment in respect of their partner.

We will ask for Grant of Probate or Letters of Administration to confirm entitlement to receive the payment before releasing the funds. Please see "Supporting information we may request" above.

### Payment of premium

The premium is payable monthly and the amount is shown on your current policy schedule. It is due on the first premium due date, as advised to you in 'Your Direct Debit Instruction Confirmation' letter, and then on the first working day of each month. If you do not pay the first premium, the insurance will not be valid.

If you fail to pay any premium on the date it is due or, if applicable, when requested later the same month, cover will not be in force from the date the unpaid premium was due, and we will not pay for any claims in relation to an accident which happens after that date. Please see the 'When this insurance will end' section for more information on how non-payment of premium affects your insurance.

If the premium is paid later the same month when requested by us, then cover will continue as if it had been paid on the due date.

## Changes we can make to premium, cover and/or terms and conditions

1. We can, after taking a fair and reasonable view, make changes to your premium, policy cover and/or terms and conditions of insurance to reflect changes in:

- our expectation of the future cost of providing cover;
- our expectation of the future costs of administering your insurance.

These changes will be notified to you in writing at least 45 days before they become effective. Premiums and/or policy cover may go up or down but we will not recoup past losses. If any change is made we will not make another for at least 12 months.

2. Additionally, we can, at any time and after taking a fair and reasonable view, make changes to:

- your premium, cover and/or terms and conditions of insurance to reflect changes (affecting us or your insurance) in the law or regulation or the interpretation of law or regulation, or changes in taxation;
- your cover and/or terms and conditions of insurance to reflect decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice, with which we intend to comply;
- your cover and/or terms and conditions of insurance in order to rectify any mistakes that may be discovered or to make your insurance clearer and fairer to you.

These changes (together with the reasons for such changes) will be notified to you in writing at least 45 days in advance and there is no minimum period between changes.

Please note that you have the right to cancel your insurance at any time by contacting us. The 'How to get in touch' section at the beginning of this policy booklet tells you how.

## When this insurance will end

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

- you reach 81 years of age;
- your main private residence is no longer in the UK; or
- you die.

If your insurance ends for any of the reasons above you will be entitled to a refund of any premium paid less a proportionate deduction for the time for which you have been covered.

### Your right to cancel

Following the expiry of your 14 day statutory cooling-off period, you continue to have the right to cancel your insurance at any time. If you do so your insurance will continue in force until the end of the period for which you have paid premium and there will be no refund of the premium.

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

### Our right to cancel

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

Valid reasons include but are not limited to where:

- our investigations provide evidence of fraud or a serious non-disclosure. In which case, we may cancel the policy immediately and backdate the cancellation to the date of the fraud or when you provided us with incomplete information.
- we have been unable to collect your premium within 30 days of the due date and, following notification to you of such non-collection, we remain unable to collect the following month's premium. Your insurance will be cancelled with effect from the date on which the unpaid premium was due.
- we offer you an equivalent alternative product (which does not disadvantage you). In this event we will give you at least 45 days notice of cancellation; or
- we no longer provide this product and are not offering an equivalent alternative product. In this event we will give you at least 90 days notice.

If we cancel the insurance under this section, you will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time we have provided such cover, unless the reason for cancellation is fraud. We may at our discretion reinstate your policy should we subsequently be able to collect payments from you.

## Complaints procedure

### Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

### What will happen if you complain

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

### What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting us as follows:

- If your complaint is regarding a claim or anything else you can write to Aviva, PO Box 3553, Norwich, NR1 3DA or telephone 0800 051 5175, and ask your contact to review the problem.

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

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower,  
London  
E14 9SR  
Telephone:  
0800 023 4567 (calls from UK landlines and mobiles are free ) or  
0300 123 9123

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

## General information

This insurance is underwritten by Aviva Insurance Limited.

### Our regulatory status

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are registered as Aviva Insurance Limited, Pitheavlis, Perth, PH2 0NH and our firm's reference number is 202153.

You may check this information and obtain further information about how the Financial Conduct Authority protects you by visiting their website [www.fca.org.uk](http://www.fca.org.uk) or by contacting them on 0800 111 6768.

### Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

### Choice of law

The law of England and Wales will apply to this contract unless:

1. you and we agree otherwise; or
2. at the effective date of the contract you are a resident of Scotland or Northern Ireland, in which case (in the absence of agreement to the contrary) the law of that country will apply.

### Data Protection Act – information uses

For the purposes of the Data Protection Act 1998, the Data Controller in relation to any personal data you supply is Aviva Insurance Limited.

### Insurance administration

Your information may be used for the purposes of insurance administration by the insurer, its associated companies and agents. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes. Your information may also be used for research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.

If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us and for us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.

In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators).

### Sensitive Data

In order to assess the terms of the insurance contract or administer claims that arise, the insurer may need to collect data that the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this insurance you will signify your consent to such information being processed by the insurer or its agents.

### Marketing

Unless you have already notified us to the contrary, we may use your information to keep you informed by post, telephone, facsimile, e-mail, text messaging or other means about products and services that may be of interest to you. Your information may also be disclosed and used for these purposes after your insurance has lapsed. By providing us with your contact details, you consent to being contacted by these methods for these purposes. If you do not wish to receive marketing information, please write to Aviva, FREEPOST, Mailing Exclusion Team, PO Box 6412, Derby, DE1 1SB.

## **Fraud prevention and detection**

In order to prevent and detect fraud we may at any time:

- share information about you with other organisations and public bodies including the police;
- undertake credit searches and additional fraud searches;
- check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

We can on request supply further details of the databases we access or contribute to.

## **Financial Services Compensation Scheme**

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim. Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

## **Customers with disabilities**

**This policy and other associated documentation is also available in large print, audio and Braille. If you require any of these formats please contact us on 0800 158 3993 between 9am and 5pm Monday to Friday (excluding public and bank holidays)**

**or write to:**

**Aviva  
PO Box 3553  
Norwich  
NR1 3DA**



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Authorised by the Prudential Regulation Authority and regulated by the  
Financial Conduct Authority and the Prudential Regulation Authority.