

Family Personal Accident Policy

On Receipt of Your Policy

Please read this policy and schedule now and keep them in a safe place. Should any of the details on **your** policy schedule be incorrect, or change, please advise **us** immediately and **we** will re-issue **your** policy with the correct details.

Our Regulatory Status

We are authorised and regulated by the Financial Services Authority (FSA). **We** are registered as Aviva Insurance Limited, Pitheavlis, Perth, PH2 0NH and our FSA registration number is 202153. **You** may check this information and obtain further information about how the FSA protects **you** by visiting their website www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

The 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 compensation scheme arrangements is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsocken Street, London, E1 8BN.

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 the hours of 9am and 5pm, Monday to Friday or write to: - Aviva, PO Box 691, Amersham, Bucks, HP6 5EA.

Your Right to Cancel

You have a statutory right to cancel **your** policy during a period of 14 days after the day of purchase of the contract or the day on which **you** receive **your** policy documentation, whichever is the later. If **you** wish to do so, **you** will be entitled to a full refund of the premium paid and the policy will be cancelled back to the start date. If **you** do not exercise **your** right to cancel **your** policy, it will continue in force and **you** will be required to pay the premium. For your cancellation rights outside the statutory cooling off period, please see Condition 8. To exercise **your** right to cancel **your** policy, please contact **us** by writing to Aviva, PO Box 691, Amersham, Bucks, HP6 5EA or telephone 0800 158 3993.

Definitions

The words or expressions shown below will have the following meanings wherever they appear in this policy and schedule:

Accidental bodily injury

A bodily injury occurring during the **period of insurance**, which is the direct result of accidental, external, violent and visible means and which solely and independently of any other cause results in a claim for an insured injury or benefit described under the Table of Benefits for Bronze, Silver or Gold as selected by the **policyholder**. This is extended to bodily injury as a direct result of exposure to the elements. This does not include any sickness, disease, bacterial or viral infection (unless this is a direct result of an **accidental bodily injury**), naturally occurring condition or degenerative process or the result of any gradually operating cause.

Doctor

A medical practitioner, other than an **insured person** or a member of **their** family, who holds a full qualification entitling him or her to full registration with the General Medical Council.

Eligible children

All unmarried, dependent children of the **policyholder** (including step-children or legally adopted children) aged over 3 years and under 20 years and permanently living with the **policyholder** (including children at boarding school, college or university who normally live with the **policyholder** outside term-time).

Hazardous pursuits

Ballooning, caving, diving, hang-gliding, hydro-planing, motorcycling (as a driver or passenger), mountaineering, parachuting, pot-holing, racing of any kind (other than on foot), rock or cliff climbing, white water rafting or canoeing, any sport as a professional.

Hospital

A lawfully registered establishment that has accommodation for residential patients with organised facilities providing medical and surgical treatment and 24-hour a day nursing care for ill or injured people. This does not include a psychiatric ward, nursing, convalescent or residential care home, hospice, rehabilitation centre or any establishment used primarily for the treatment of alcohol or drug addiction, or any similar wards/units within a hospital which provide any of these services.

Hospital benefit

A benefit as described under the Table of Benefits for Bronze, Silver or Gold, as selected by the **policyholder** for each complete 24 hours spent in **hospital** resulting from an **accidental bodily injury**. It becomes payable if the

insured person has been hospitalised for more than 3 days. The maximum period for which benefit is payable for each **insured person** is 100 days.

Insured person/their

Any person detailed in the schedule.

Insurer/we/us/our/ourselves

Aviva Insurance Limited.

Loss of hearing

Permanent and total loss of the sense of hearing.

Loss of a limb

Loss by physical severance at or above the wrist or ankle or the total and irrecoverable loss of use of an entire arm, hand, leg or foot.

Loss of use of major joints

The total and irrecoverable loss of use of a shoulder, elbow, wrist, hip, knee or ankle.

Loss/loss of use of fingers/toes

Loss by physical severance or the total and irrecoverable loss of use of a thumb, finger or toe.

Loss of sight

Total and irrecoverable loss of sight in:

- both eyes when the condition is shown to our satisfaction to be permanent and without expectation of recovery and the **insured person's** name has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
- one eye when the degree of sight in that eye, remaining after correction, is 3/60 or less on the Snellen scale and is shown to our satisfaction to be permanent and without expectation of recovery.

Loss of speech

Permanent and total loss of speech.

Period of insurance

Any period for which **you** have paid and **we** have agreed to accept a premium.

Personal representative

The executor(s) or administrator(s) of the **insured person's** estate.

Policyholder/you/your

The person named in the schedule.

Policyholder's partner

The marital/civil partner, or partner, who lives with the **policyholder** and shares financial responsibility (excluding business partners or associates).

The Contract of Insurance

This policy is a contract of insurance between **you** and **us**. **Your** policy document and **your** schedule form the contract of insurance between **you** and **us**, please read them and keep them safe. In return for **you** paying **your** premium **we** will pay the benefit(s) shown on **your** policy schedule if during the **period of insurance** any **insured person** suffers an **accidental bodily injury** which is the sole cause of death or hospitalisation or within 52 weeks results in **loss of hearing, loss of speech, loss of sight, loss of a limb, loss of use of major joints or loss/loss of use of fingers/toes**. **You** must advise us as soon as reasonably possible of any change that means an **insured person** is no longer eligible for cover on **your** policy. **Our** provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and clauses of this policy.

Disappearance

If, after **we** have examined all available evidence, **we** are satisfied that the disappearance of an **insured person** can be presumed to be due to **their** death as the result of an **accidental bodily injury we** will pay the accidental death benefit. If, at any time after **we** have paid the benefit, the **insured person** is found to be living, the payment must be refunded to **us**.

Exclusions

1. **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.
2. **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.
3. **We** will not pay any claim arising from a medical or surgical procedure unless the procedure was a necessity following an **accidental bodily injury**.
4. **We** will not pay for **accidental bodily injury** of an **insured person** resulting from:
 - (a) **their** suicide, attempted suicide or self-inflicted injury, regardless of **their** state of mind at the time the incident occurs.
 - (b) **their** own act or omission, being a deliberate or reckless exposure to danger (except in an attempt to save human life).
 - (c) flying, other than while travelling as a fare-paying passenger on a licensed aircraft.
 - (d) the influence of, or due wholly or partly to the effect of, alcohol or drugs (other than drugs taken in accordance with the treatment prescribed and directed by a **doctor**, but excluding drugs used in the treatment of drug addiction).
 - (e) driving or riding any vehicle while the alcohol level in **their** blood is higher than the legal limit of the country in which the **accidental bodily injury** occurs.
 - (f) participation in, attempt at, or acting as an accessory to, any crime which involves deliberate criminal intent or action.
 - (g) serving on active duty in any Armed Force of any country or international authority (whether war is declared or not).
 - (h) pregnancy, childbirth, miscarriage or abortion.
 - (i) taking part in any of the **hazardous pursuits**.

Conditions

1. A duty to comply with the conditions

We will only be liable to make any payment under this policy if the **insured person** has at all times complied with the terms, conditions and endorsements of this policy.

2. Payment of premium

If you are paying monthly premiums these will be due on the date shown in **your** welcome letter and on the same date of each following month. **Your** cover is in force free of charge from the date **your** policy is issued until the first premium is due for payment provided a valid direct debit instruction has been received.

3. Non-payment of premium

If **you** do not pay the first premium by the due date **your** policy will be treated as if it had never started. If **you** have paid one or more premiums but then fail to pay any premium after that on the date it is due, **we** will have the right to cancel the policy from the date the premium should have been paid.

4. Residence

- (a) All **insured persons** must be permanently resident within the United Kingdom, Channel Islands or Isle of Man for at least 40 weeks in any 52 week period whilst the cover is in force.
- (b) **You** must inform **us** as soon as reasonably possible of any change of residence.

5. Age limits

Policyholder - cover will cease at the end of the month before his/her 81st birthday.

Policyholder's partner - cover will cease at the end of the month before (i) his/her 81st birthday, (ii) the **policyholder's** 81st birthday - whichever is earlier.

Eligible children - cover will cease at the end of the month before (i) his/her 20th birthday, (ii) his/her marriage, (iii) he/she is no longer a dependant of the **policyholder**, (iv) the **policyholder's** 81st birthday - whichever is earliest.

6. Trust, Charge or Transfer

We will not be bound to accept or be affected by any notice of any Trust, Charge or Transfer relating to this policy.

7. Fraud

If any claim is in any respect fraudulent or if any fraudulent means, including inflation or exaggeration of the claim or submission of forged or falsified documents, are used to obtain benefit by the **insured person** or anyone acting on the **insured person's** behalf, all benefit under the policy shall be forfeited.

8. Cancellation

Following the expiry of **your** statutory cooling off period, you continue to have the right to cancel this policy at any time. **We** may cancel this policy by sending 45 days' notice to **your** last known address.

9. Changes we can make to premium, policy cover and/or terms and conditions

We can, at any time and 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** policy
- the law, regulation or taxation that affects **us** or **your** policy.

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 unless for legal, taxation or regulatory reasons.

10. When does your policy end?

Unless this policy is cancelled earlier by **you** or by **us** your cover will continue, as long as **you** pay the premiums, until the end of the month before **your** 81st birthday. **We** recommend that you review **your** cover at least on an annual basis to ensure that this policy continues to meet **your** needs.

11. Administration charge

We reserve the right to apply an administration charge of 10% of premium refunds (up to a maximum of £20) resulting from the **policyholder's** failure to inform **us** within 12 weeks of any change that means the **insured person** is no longer eligible for this cover.

Law Applicable to this Contract

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

1. **you** and the **insurer** agree otherwise or
2. at the date of the contract **you** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Use of Language

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

Claim Notification and Settlement

Written notice of any event likely to give rise to a claim should be submitted to Aviva, PO Box 691, Amersham, Bucks, HP6 5EA as soon as reasonably possible. Please quote the policy number when writing. **We** will only pay the benefit if any medical certificates and other evidence which **we** may require are provided on request at no expense to **ourselves** and the **insured person** must undergo any medical examinations at our expense. Payment shall not be made under more than one of the items 1 - 5 and 15 under the Table of Benefits for each **insured person** under the policy. If a benefit is paid under any of the items 9 - 14 under the Table of Benefits, the total amount payable for the **insured person** will not be greater than the benefit we would pay under item 7. If **we** pay one of the benefits under items 1 - 5 or 15 no other benefit will be payable under any other item for an insured injury caused in the same accident. **We** will pay for **loss of hearing, loss of speech, loss of use of a limb, major joints, fingers or toes** only when the disablement has lasted for 52 consecutive weeks and has been certified as permanent by a **doctor**.

Payments will be made to the **insured person** (or **their personal representative**) in respect of whom the claim is being made, except when the **insured person** is under age 16 when the benefit will be paid to the **policyholder** (or their **personal representative**).

We reserve the right to repudiate a claim where **we** are not satisfied with the evidence available to validate either a) the identity of the deceased or b) the circumstances of death.

On payment of the benefit for any **insured person** our liability in respect of that person will cease for that claim.

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 within 2 working days.
- **We** aim to resolve complaints, following assessment and investigation, 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 should you be dissatisfied:

If **you** are dissatisfied with any aspect of the handling of your insurance **we** would encourage **you**, in the first instance, to seek resolution by contacting **us**. **You** can write to **us** at Aviva, PO Box 691, Amersham, Bucks, HP6 5EA or telephone **us**.

- If **your** complaint is about a claim please call 0800 051 5175.
- If **your** complaint is about anything else please call 0800 158 3993.

Our opening hours are between 9am and 5pm, Monday to Friday. For our joint protection calls may be recorded and/or monitored. If **you** remain unhappy with the decision **you** receive, **you** may write to the Chief Executive UK Insurance, Aviva, 8 Surrey Street, Norwich, NR1 3NG giving **us** the policy or claim number in any correspondence.

If **you** are dissatisfied with **our** final decision (from the Chief Executive Officer), **you** can refer the matter to the Financial Ombudsman Service (FOS). Full contact details of both our Chief Executive and the FOS will be provided when **we** write in response to **your** complaint. Whilst **we** are bound by the decision of the FOS, **you** are not. Following this complaints procedure does not affect **your** right to take legal action.