

# Hospital Cash Plan Insurance 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. 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 9.00am and 5.00pm, Monday to Friday, or write to Aviva, PO Box 691, Amersham, Bucks, HP6 5EA.

## Your Right To Cancel

**You** have a statutory right (under Financial Services Authority rules) 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. 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. For our joint protection calls may be recorded and/or monitored. 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.

## 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 **your confinement** to a **hospital** in the United Kingdom.

### Confinement(s)

Admittance to a **hospital** as an in-patient for more than 24 hours.

### 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 stepchildren or legally adopted children) aged over 6 months but 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, winter sports.

### 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.

### Illness

Any sickness or disease occurring at least 30 days after taking out this policy and during the **period of insurance** which solely and independently of any other cause results in the **insured person's confinement** to **hospital** in the UK.

### Insured person(s)/their

The **policyholder** and, if applicable, the **policyholder's partner** and/or **eligible children**.

### Insurer/we/us/our/ourselves

Aviva Insurance Limited.

### Maximum amount payable

The **maximum amount payable** overall for each **insured person** for any **confinement** or series of payable **confinements** to a **hospital** in the UK.

### 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).

## Operation of Cover

The policy wording and **your** policy schedule form the contract of insurance. They give **you** full details of what is covered, what is not covered and the conditions of cover. Please read them carefully and keep them in a safe place. In return for having received and accepted **your** premium **we** will pay the benefit(s) shown on **your** policy schedule for each full 24-hour period of **confinement** to a **hospital** in the United Kingdom as a result of **accidental bodily injury** or **illness**.

## 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:
  - (a) ionising radiation or radioactive contamination from nuclear waste or the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment.
  - (b) infection by Human Immunodeficiency Virus (HIV) and/or any HIV related **illness** including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations thereof however caused.
  - (c) sexually transmitted disease.
  - (d) any physical defect, infirmity, medical condition or chronic or recurring sickness which existed at, or during the 24 months prior to, the commencement of this policy until 24 months have elapsed since the **insured person** last received medical advice or treatment for such condition.
3. **We** will not pay for any claim caused by or resulting from an **insured person's**:
  - (a) suicide, attempted suicide or self inflicted injury, regardless of **their** state of mind at the time the incident occurs.
  - (b) act or omission that would be considered deliberate or reckless exposure to danger (except in an attempt to save human life).
  - (c) participation in, attempt at, or acting as an accessory to, any crime which involves deliberate criminal intent or action.
  - (d) pregnancy, childbirth, miscarriage or abortion.
4. **We** will not pay for any claim caused by or resulting from an **insured person**:
  - (a) flying other than while travelling as a fare-paying passenger on a licensed aircraft, or participating in any aerial pursuits or sports including, but not limited to, bungee-jumping, gliding, micro-lighting, paragliding or parasailing.
  - (b) taking part in any of the **hazardous pursuits**.
  - (c) serving on active duty in any Armed Force of any country or international authority (whether war is declared or not).
  - (d) being under 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 incident occurs.
  - (f) acting in contravention of the Road Traffic Act.
5. **We** will not pay for any claim resulting from **illness** which occurs within 30 days of **you** taking out this policy.

## Conditions

### 1. A Duty to Comply with the Conditions:

Without prejudice to **our** other rights, **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

**Your** premium will be due monthly from the commencement date of insurance.

### 3. Non-payment of Premium

If the initial premium is not paid this policy will be considered void from the intended commencement date of insurance. If one or more premiums have been paid, non-payment of any subsequent premiums will cancel this policy with effect from the due date of the unpaid premium.

### 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 65th birthday.

**Policyholder's partner** – cover will cease at the end of the month before (i) his/her 65th birthday, (ii) the **policyholder's** 65th birthday – whichever is the 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** 65th 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

After any statutory cooling off period, **you** continue to have the right to cancel this policy at any time by returning the schedule to **us**. **we** may cancel this policy by sending 30 days notice to **your** last known address.

### 9. Review

**We** reserve the right to amend **your** policy terms and conditions, or monthly premium. If **we** make any changes **we** will provide notice in writing at least 45 days in advance of any change becoming effective.

### 10. Renewal of Your Policy

As **you** pay **your** premiums by direct debit **we** will continue to collect them unless **you** have asked **us** not to. **Your** payment will demonstrate **your** acceptance of the renewed policy (including any revised terms). If **you** do not wish **your** policy to be renewed automatically, please let **us** know before the end of the **period of insurance**.

## 11. Administration Charge

**We** will reserve the right to apply an administration charge of 10% of premium refunds resulting from the **policyholder's** failure to inform **us** within 12 weeks of any change that affects the operation of 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 **your** policy number when writing. On request any medical certificates and other evidence which **we** may require must be produced at no expense to **ourselves**.

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 16 when the benefit will be paid to the **policyholder** (or **their personal representative**). Receipt by the **insured person** (or **their personal representative**) will be a full and final discharge by the **insurer**.

Interest will not be added to any amount payable.

## 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** have any questions or complaints about a claim which has been made please contact **us** either in writing at the address overleaf or telephone **us** on 0800 051 5175 quoting **your** policy number. If **you** have a complaint about this insurance, please contact **us** on 0800 158 3993 between the hours of 9.00am and 5.00pm, 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, Surrey Street, Norwich, NR1 3NS giving **us** **your** 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. The FOS will only consider **your** complaint if **you** have already given **us** the opportunity to resolve it and **you** are a private **policyholder**, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million. If, however, **we** do not resolve **your** complaint within 40 working days, the FOS will accept a direct referral. Whilst **we** are bound by the decision of the FOS, **you** are not. Following this complaints procedure will not affect **your** right to take legal action.

## 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](http://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. **You** would be covered for all of the first £2,000 of any claim and 90% of the remainder of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or write to Financial Services Compensation Scheme, 7th floor Lloyd's Chambers, Portsoken Street, London, E1 8BN.