

### Introduction

These **policy conditions** are written confirmation of your contract with Aviva Life & Pensions UK Limited. It's important that you read them carefully together with your **policy schedule** and then keep both documents in a safe place.

If you have any questions, you can call us on 0800 285 1098 (from outside of the UK, please call +44 1603 603 479). Calls may be monitored and will be recorded

The words shown in bold may be defined terms; we explain these in the "Definitions" section.

### Your cover

Your policy can have life cover or life and critical illness cover as the main benefit. For a **joint policy**, each **life covered** can have a different type of main benefit.

In order for cover to be maintained, you need to pay your premiums. The premiums are guaranteed, so they'll stay the same throughout the **policy term** unless you have:

- level cover and have taken out the increasing cover option; or
- life and critical illness cover with reviewable premiums.

If you have reviewable premiums, we'll review how much you need to pay for your policy so your premiums may change. You can find more information about reviewable premiums in the "Paying your premiums" section.

You can choose from the following types of cover:

<b>Level cover</b>	<b>Decreasing cover</b>
Pays the <b>cover amount</b> as a cash lump sum if you make a successful claim.	Pays the <b>cover amount</b> as a cash lump sum if you make a successful claim.
The <b>cover amount</b> stays the same throughout the <b>policy term</b> .	The <b>cover amount</b> decreases each month by a fixed interest rate.

If you have level cover and have chosen the increasing cover option, your **cover amount** may go up.

## Your benefits

### Life cover

If you have life cover, we'll pay one of the following benefits if we accept a claim. Once we've accepted a claim, the policy will end and you won't be able to make another claim. For **joint policies**, we'll only pay out once. So when we've accepted a claim for one **life covered**, the policy will end.

Death benefit	What we pay
<p>We'll pay this benefit if the <b>life covered</b> dies during the <b>policy term</b>.</p> <p>Once we've accepted a claim, the policy will end.</p> <p>We won't pay if the death of the <b>life covered</b> is caused by suicide or intentional self-inflicted injury within 12 months of the policy <b>start date</b>. If this happens, the policy will end.</p>	<p>We'll pay the <b>cover amount</b> shown in the <b>policy schedule</b>.</p>
Terminal illness benefit	What we pay
<p>We'll pay this benefit if the <b>life covered</b> is diagnosed with a <b>terminal illness</b> during the <b>policy term</b>.</p> <p>Once we've accepted a claim, the policy will end.</p>	<p>We'll pay the <b>cover amount</b> shown in the <b>policy schedule</b>.</p>

### Life and critical illness cover

If you have life and critical illness cover, we'll pay one of the following benefits if we accept a claim. Once we've accepted a claim, the policy will end and you won't be able to make another claim. For **joint policies**, we'll only pay out once. So when we've accepted a claim for one **life covered**, the policy will end.

Death benefit	What we pay
<p>We'll pay this benefit if the <b>life covered</b> dies during the <b>policy term</b>.</p> <p>Once we've accepted a claim, the policy will end.</p> <p>We won't pay if the death of the <b>life covered</b> is caused by suicide or intentional self-inflicted injury within 12 months of the policy <b>start date</b>. If this happens, the policy will end.</p>	<p>We'll pay the <b>cover amount</b> shown in the <b>policy schedule</b>.</p>
Terminal illness benefit	What we pay
<p>We'll pay this benefit if the <b>life covered</b> is diagnosed with a <b>terminal illness</b> during the <b>policy term</b>.</p> <p>Once we've accepted a claim, the policy will end.</p>	<p>We'll pay the <b>cover amount</b> shown in the <b>policy schedule</b>.</p>
Critical illness benefit	What we pay
<p>We'll pay this benefit if the <b>life covered</b> is diagnosed with, or undergoes surgery for, a <b>critical illness</b> during the <b>policy term</b> and survives for at least 10 days.</p> <p>Once we've accepted a claim, the policy will end.</p>	<p>We'll pay the <b>cover amount</b> shown in the <b>policy schedule</b>.</p>

If you have life and critical illness cover, we'll pay **additional critical illness** benefit if we accept a claim, as long as you haven't already made, nor are you eligible to make, a claim for the death benefit, **terminal illness** benefit or **critical illness** benefit.

**Additional critical illness** benefit is provided in addition to the other benefits on your policy. If we accept a claim for the **additional critical illness** benefit your policy will continue. So it won't stop you from making a claim for the death benefit, **terminal illness** benefit or **critical illness** benefit at a later date. Also, it won't affect the payment we'll make if we accept your claim.

Additional critical illness benefit	What we pay
<p>We'll pay this benefit if the <b>life covered</b> is diagnosed with, or undergoes surgery for, an <b>additional critical illness</b> during the <b>policy term</b> and survives for at least 10 days.</p> <p>We'll accept one claim per <b>additional critical illness</b> for each <b>life covered</b>.</p> <p>Once we've accepted a claim, the <b>life covered</b> will no longer be covered for that condition. However, cover will continue for the other <b>additional critical illnesses</b>, and for any other <b>life covered</b>.</p>	<p>For carcinoma in situ of the breast and low grade prostate cancer, we'll pay the lower of:</p> <ul style="list-style-type: none"> <li>● £25,000; or</li> <li>● 25% of the <b>cover amount</b> shown in the <b>policy schedule</b></li> </ul> <p>For the other <b>additional critical illnesses</b>, we'll pay the lower of:</p> <ul style="list-style-type: none"> <li>● £20,000; or</li> <li>● 20% of the <b>cover amount</b> shown in the <b>policy schedule</b></li> </ul>

## Optional benefits

There are a number of options you can select when you take out your policy. Each option will be subject to our acceptance following underwriting, and may increase your premium.

Your **policy schedule** will show which optional benefits are included on your policy.

Increasing cover	What it means for your policy
<p>Available if you have level cover.</p>	<p>You can automatically increase your <b>cover amount</b> each year without any further medical questions being asked.</p> <p>The increase will be based on:</p> <p>Either:</p> <ul style="list-style-type: none"> <li>● the percentage increase in the <b>Retail Prices Index (RPI)</b> over the 12 month period ending 12 weeks before the start of the month in which your policy <b>anniversary date</b> falls. The maximum increase will be 10%;</li> </ul> <p>or:</p> <ul style="list-style-type: none"> <li>● the fixed percentage as shown in your <b>policy schedule</b>.</li> </ul> <p>Your premiums will increase each year. We'll take the current premium and multiply it by 1.5 and the rate of increase (either RPI or a fixed percentage).</p> <p>For <b>RPI</b> increases, your premium won't increase by more than 15% each year (1.5 multiplied by the maximum increase in the <b>RPI</b> of 10%).</p> <p>If the change in the <b>RPI</b> is 0% or below, your <b>cover amount</b> – and your premium – will stay the same.</p> <p>We'll write to you at least eight weeks before the <b>anniversary date</b> to tell you how much your <b>cover amount</b> and premiums will increase by.</p> <p>You can choose not to increase your <b>cover amount</b> if you don't want to pay the higher premium. If you do this, your <b>cover amount</b>, and your premiums, will stay the same. You must tell us as soon as possible before the <b>anniversary date</b> if you want us to cancel the increase. We'll reinstate the increasing cover option the following year.</p> <p>If you decide against the increase three times in a row, we'll remove increasing cover from your policy.</p> <p>We won't increase your <b>cover amount</b> if it exceeds the maximum we allow at that time.</p> <p>We'll tell you if this happens.</p> <p>If we accept a claim, we'll pay the <b>cover amount</b> shown in your <b>policy schedule</b>.</p>

Waiver of premium	What it means for your policy
<p>Available with all types of cover.</p>	<p>We'll pay your premiums if the <b>life covered</b> meets our definition of <b>incapacity</b> and we accept your claim.</p> <p>We'll apply the <b>own occupation</b> definition of <b>incapacity</b> to your policy, unless the <b>life covered</b> stopped performing <b>any occupation</b> more than 12 months before the start of the <b>incapacity</b>. In these circumstances, we'll apply the <b>activities of daily work</b> definition.</p> <p>After we've accepted a claim, we apply a <b>deferred period</b> from the start of the <b>incapacity</b> before we start paying your premiums. So you should carry on paying your premiums until the end of the <b>deferred period</b>.</p> <p>When the <b>deferred period</b> ends, we'll pay your premiums until the earliest of the:</p> <ul style="list-style-type: none"> <li>● policy <b>end date</b>; or</li> <li>● date the <b>incapacity</b> ends; or</li> <li>● date the <b>life covered</b> starts <b>any occupation</b>; or</li> <li>● date we accept a claim for the death benefit, <b>terminal illness</b> benefit or <b>critical illness</b> benefit.</li> </ul> <p>In order for us to carry on paying your premiums, we'll require evidence that the <b>incapacity</b> is continuing.</p> <p>We won't pay your premiums if we establish that the <b>life covered</b> has been living outside Andorra, Australia, Canada, the Channel Islands, the European Union, the Faroe Islands, Gibraltar, the Isle of Man, Liechtenstein, Monaco, New Zealand, Norway, San Marino, Switzerland, the UK, USA or the Vatican City for more than 13 consecutive weeks in any 12 month period.</p>

Conversion option	What it means for your policy
<p>Available if you have level life cover accepted on <b>standard terms</b>.</p> <p>Not available if you've taken out the increasing cover option.</p>	<p>You can convert your policy to a new whole of life policy without any further medical questions being asked.</p> <p>You can use the conversion option at any time before the policy <b>end date</b>. When you use it, we'll cancel your original policy.</p> <p>You can use the conversion option as long as you haven't already made, nor are you eligible to make, a claim for the death benefit, <b>terminal illness</b> benefit, or waiver of premium benefit.</p> <p>The new policy must:</p> <ul style="list-style-type: none"> <li>● start immediately after your original policy ends; and</li> <li>● have a <b>cover amount</b> less than, or equal to, the <b>cover amount</b> on your original policy.</li> </ul>

Renewal option	What it means for your policy
<p>Available if you have level life cover or level life and critical illness cover with guaranteed premiums, accepted on <b>standard terms</b>.</p> <p>Not available if you've taken out the increasing cover option.</p>	<p>You can renew your cover on your policy <b>end date</b> without any further medical questions being asked.</p> <p>You can use the renewal option as long as you haven't already made, nor are you eligible to make, a claim for the death benefit, <b>terminal illness</b> benefit or <b>critical illness</b> benefit, or you are not currently making a claim for waiver of premium.</p> <p>The new policy must:</p> <ul style="list-style-type: none"> <li>● start immediately after your original policy ends; and</li> <li>● have a <b>policy term</b> no longer than your original policy; and</li> <li>● have a <b>cover amount</b> less than, or equal to, the <b>cover amount</b> on your original policy.</li> </ul> <p>The new policy will include the same additional benefits and can have the same policy options that are on your original policy as long as they're available at the time.</p> <p>If you've already claimed for an <b>additional critical illness</b> under your original policy, you won't be able to claim for that particular illness on your new policy.</p> <p>If your original policy has:</p> <ul style="list-style-type: none"> <li>● life and critical illness cover – you can have the same cover on the new policy, or you can choose life cover only</li> <li>● life cover – the new policy must also be life cover only.</li> </ul>

If you use the conversion or renewal options, the premium you'll pay for any new policy will be based on the rates available at the time of the request and the personal circumstances of the **life covered**. The policy conditions in force at the time will apply to the new policy.

For the conversion and renewal options, if your original policy:

- is a **single policy** – the new policy has to be a **single policy**.
- is a **joint policy** – the new policy can be either **single** or **joint**. However, both policyholders need to agree to the new policy because it's not possible to change the **lives covered**.

Instalment option	What it means for your policy
<p>Available if you have level cover.</p>	<p>You can select to have your <b>cover amount</b> paid yearly in 2, 3, 4 or 5 equal instalments.</p> <p>If you select this option you will not be able to change back to a single lump sum payment in the future.</p> <p>If you have chosen the increasing cover option your <b>cover amount</b> won't increase over the instalment period.</p> <p>This option will not apply to the <b>additional critical illness</b> benefit, which is only paid as a lump sum.</p>

## Additional benefits

Your **policy schedule** will show which additional benefits are included on your policy.

Business change benefit	What this means for your policy								
<p>Available with all types of cover.</p> <p>Can be used six months from the <b>start date</b>.</p>	<p>If your circumstances change, you can take out more cover through an additional policy without any further medical questions being asked. This additional benefit will only be included if:</p> <ul style="list-style-type: none"> <li>we accepted your policy on <b>standard terms</b>; and</li> <li>you didn't take out the policy under the business change benefit.</li> </ul> <table border="1" data-bbox="387 584 1466 757"> <thead> <tr> <th data-bbox="387 584 927 622">Business change event</th> <th data-bbox="927 584 1466 622">Evidence needed</th> </tr> </thead> <tbody> <tr> <td data-bbox="387 622 927 667">Increase in the value of a key person</td> <td data-bbox="927 622 1466 667">Copy of financial accounts</td> </tr> <tr> <td data-bbox="387 667 927 712">Increase in business loan</td> <td data-bbox="927 667 1466 712">Copy of loan offer</td> </tr> <tr> <td data-bbox="387 712 927 757">Increase in value of partner or shareholders interest</td> <td data-bbox="927 712 1466 757">Copy of financial accounts</td> </tr> </tbody> </table> <p>You can use the business change benefit as many times as you like as long as:</p> <ul style="list-style-type: none"> <li>you take out the new policy before the oldest <b>life covered</b> turns 55; and</li> <li>you take out the new policy within 90 days of the business change happening; and</li> <li>you send us the evidence we need; and</li> <li>you haven't already made, nor are you eligible to make, a claim for any benefit; and</li> <li>the premium of the new policy meets the minimum premium limit that applies at the time.</li> </ul> <p>The new policy can have the waiver of premium option if:</p> <ul style="list-style-type: none"> <li>it was included on your original policy; and</li> <li>you select a <b>deferred period</b> no shorter than that on your original policy, and</li> <li>it's available at the time you use the business change benefit.</li> </ul> <p>If your original policy:</p> <ul style="list-style-type: none"> <li>is a <b>single policy</b> – the new policy has to be a <b>single policy</b>.</li> <li>is a <b>joint policy</b> – the new policy can be either <b>single</b> or <b>joint</b>. However, both policyholders need to agree to the new policy because it's not possible to change the <b>lives covered</b>.</li> </ul> <p>The new policy won't include the business change benefit, increasing cover or the conversion/renewal options.</p> <p>The total cover amount for all the policies you take out using the business change benefit must not exceed the lower of:</p> <ul style="list-style-type: none"> <li>£200,000; or</li> <li>the original <b>cover amount</b>, or</li> <li>the loan increase/the salary increase or the share value increase, where applicable.</li> </ul> <p>The new policy must end before the oldest <b>life covered</b> turns 70.</p>	Business change event	Evidence needed	Increase in the value of a key person	Copy of financial accounts	Increase in business loan	Copy of loan offer	Increase in value of partner or shareholders interest	Copy of financial accounts
Business change event	Evidence needed								
Increase in the value of a key person	Copy of financial accounts								
Increase in business loan	Copy of loan offer								
Increase in value of partner or shareholders interest	Copy of financial accounts								

If you use the business change benefit the premium you'll pay for any new policy will be based on the rates available at the time of the request and the **personal circumstances** of the **life covered**. The policy conditions in force at the time will apply to the new policy.

If your original policy has:

- life and critical illness cover – the new policy can have same cover, or you can choose life cover only
- life cover only – the new policy must also be life cover only
- the new policy can have either level or decreasing cover.

## Making changes to your policy

You can make certain changes to your policy six months from the **start date**. If you ask to make any changes, they will apply from the date your next premium is due.

### Amending your policy

If you make any of the following changes, we'll amend your policy:

Reducing:

- the **cover amount**
- the **policy term**.

Increasing:

- the **policy term**.

Changing:

- from monthly to yearly premiums, or the other way round
- from life and critical illness cover to life cover only (this will remove total permanent disability if you had it on your original policy).

Removing:

- total permanent disability
- waiver of premium
- the increasing cover option
- the conversion/renewal options.

With the exception of increasing the **policy term**, you can make the above changes without any further medical questions being asked.

If you want to increase the **policy term**, we may need to ask some further medical questions. Depending on the answers, we may not be able to carry out the increase. You can't increase the **policy term** if your policy includes the increasing cover or conversion/renewal options.

If you want to remove an option, we'll remove the charge for that option from your premium. For increasing the **policy term**, we'll use the premium rates available when we make the change, based on the **personal circumstances** of the **life covered**.

For all other changes, we'll use the original premium rates based on the **personal circumstances** of the **life covered**.

After you've made any of the above changes, your premium can't be lower than the minimum premium limit which applies at the time we agree to your request.

These **policy conditions** will continue to apply to your amended policy.

### Issuing a new policy

If you increase the **cover amount**, we'll issue a new policy to go with your original policy, which will remain in force.

We may need to ask some further medical questions. Depending on the answers, we may not be able to carry out the change.

If we can carry out the change, the policy conditions in force at the time will apply to the new policy.

## Making a claim

If you need to make claim, please contact us on 0800 158 3467 (from outside of the UK, please call +44 1603 603 479). Our claims line is open Monday to Friday 8.00am – 6.00pm  
Calls may be monitored and will be recorded.

Please note – our call centre opening hours are correct at the time of publishing this document, but may change in future. Please refer to our website for further information at Aviva.co.uk.

Before we can pay a claim we need to assess it. To do this, we'll ask for some important information. If we ask for information from third parties, we'll pay for it. If you want to, you can provide additional evidence at your own expense.

The kind of information we need may include, but isn't limited to, the following:

- Proof that the **life covered** has died, become terminally ill, critically ill, or incapacitated.
- Proof of who legally owns the policy.
- Written consent that lets us:
  - access the medical records or reports of the **life covered**
  - receive the results of any medical examinations or tests of the **life covered**.
- Conversations with, and reports from, third parties such as coroners, **attending Consultants**, employers and the police.

For total permanent disability and waiver of premium claims, we may ask the **life covered** to have regular medical examinations. If we do, we'll appoint a medical examiner to carry them out.

For waiver of premium claims, the **life covered** must take all necessary steps to help their recovery.

When we assess a claim, we rely on the information we're given. If any of the information is untrue or incomplete, it could affect whether we pay a claim or not, and may mean we won't pay a claim. Or, if we've already paid a claim, it may mean we can reclaim the money. If this happens, we won't make any further payments. We may also cancel the policy without refunding any premiums.

This doesn't affect any other legal rights we have.

If we accept a claim, we'll make any relevant payment to you.

## Paying your premiums

You can pay premiums yearly or monthly by Direct Debit. All Direct Debits need to come from a bank or building society in the UK, the Channel Islands, the Isle of Man or Gibraltar, in the currency of the UK.

We show the initial premium you'll pay, and the date it and subsequent premiums are due, in the **policy schedule**. You have 60 days from each due date to pay your premium. If you have to make a claim during this period, we'll deduct the unpaid premium from the benefit we pay.

If you don't pay your premiums within the 60 day period, we'll cancel your policy. If this happens, you won't be able to make a claim.

## Reviewable premiums

Your **policy schedule** will confirm whether you have reviewable premiums.

We review your premiums to determine if you're paying the right price for the **cover amount** you've chosen. We carry out the review on the fifth anniversary of the policy **start date**, and every five years after that.

If our review shows your premium needs to change, we'll assess the change fairly. We'll use certain assumptions to work out what the new premium should be. We won't look at the **personal circumstances** of the **life covered**.

These assumptions will be based on our view of the following factors:

- The expected impact of medical advances and trends which may affect our expectation of future claims.
- Industry developments and claims experience.
- Changes to legislation, taxation and regulation.
- The amount, timing and cost of claims we're paying now, and those we may pay in the future.

Your premium may increase or decrease based on our assumptions at the review date. There are no limits on how much your premium can change by.

We'll write to you to let you know the outcome of our review at least 30 days before the **anniversary date**.

### Following a review:

- If the change is less than 2% or 50p, your premium will stay the same.
- If your premium goes down, we'll automatically change your Direct Debit.
- If your premium goes up, you have two options:
  - You can pay the increased premium. We'll automatically change your Direct Debit.
  - You can keep your premium the same and reduce your **cover amount**. If you want to do this, you need to let us know before the **anniversary date**. If you don't, we'll increase your premium. You should then check to make sure that the **cover amount** is right for you.

Any changes to your premium, or your **cover amount**, will apply from the **anniversary date**.

## Policy term

	Minimum term
<ul style="list-style-type: none"> <li>• Life cover</li> <li>• Life and critical illness cover with guaranteed premiums</li> </ul>	1 year
<ul style="list-style-type: none"> <li>• Life cover with conversion, renewal or increasing cover</li> <li>• Life and critical illness cover with renewal or increasing cover</li> </ul>	5 years
<ul style="list-style-type: none"> <li>• Life and critical illness cover with reviewable premiums</li> </ul>	6 years

The maximum term is 50 years, depending on the age of the oldest **life covered**:

	Age of oldest life covered at expiry of policy
<ul style="list-style-type: none"> <li>• Life cover only</li> <li>• Life and critical illness cover with reviewable premiums</li> <li>• Life cover or life and critical illness cover with the increasing cover option</li> </ul>	90 or less
<ul style="list-style-type: none"> <li>• Life and critical illness cover with guaranteed premiums</li> </ul>	75 or less
<ul style="list-style-type: none"> <li>• Life cover with renewal/conversion</li> <li>• Life cover or life and critical illness cover with waiver of premium</li> <li>• Life and critical illness cover with guaranteed/reviewable premiums and total permanent disability</li> </ul>	70 or less
<ul style="list-style-type: none"> <li>• Life cover with both waiver of premium and renewal</li> <li>• Life and critical illness cover with guaranteed premiums and renewal</li> </ul>	64 or less

We show your **policy term** in the **policy schedule**.

## Changing your details

You need to let us know if your contact details, or those of any **life covered**, change.

## Acceptance of instructions

We can't accept any instruction, request or notice from you until we receive all the information we need. We'll tell you what kind of information or documentation we need.

## Cancelling your policy

You have a 30 day cooling off period to change your mind. If you cancel within this period, we'll refund any premiums you've paid.

The cooling off period begins on the later of:

- the day we tell you when your policy will start
- the day you receive your policy documents.

You can still cancel the policy after the cooling off period ends, but we won't refund your premiums. If you cancel your policy, you won't be able to make a claim.

## Eligibility

You and the **life covered** must be at least 18 to apply for this policy.

At the time you complete the application, both you and the **life covered** must:

- be currently physically living in the UK, the Channel Islands, the Isle of Man or Gibraltar; and
- regard the UK, the Channel Islands, the Isle of Man or Gibraltar as the location of your main residence and have no current intention of moving outside any of those territories permanently, and
- Either
  - a. be a citizen of that territory or a British Overseas Territories citizen, or
  - b. have been granted permission to settle permanently in the named territory, or
  - c. have been given settled or pre-settled status under the EU Settlement Scheme, or
  - d. be applying for a mortgage on a residential property which is, or will be, your main residence in that territory

Companies must be incorporated and registered in the UK.

You need to tell us if you move outside of the UK, the Channel Islands, Isle of Man or Gibraltar, and your main residence is in another territory, or if your business ceases to be incorporated and registered in the UK. Laws in the territory you become resident in may affect your ability to continue to benefit fully from the features of your policy. We may need to change, reduce or remove any of your policy terms. We'll give you details once you've told us. You should seek your own independent advice to consider your options if you move to another territory.

Regardless of what is set out elsewhere in these terms we will not be obliged to exercise any of our rights and/or comply with any of our obligations under this policy, if to do so would cause, or be reasonably likely to cause, us to breach any law or regulation in any territory.

## General conditions

### Policy amendments

We may alter these **policy conditions** for any of the following reasons:

- To respond, in a proportionate manner, to changes in:
  - the way we administer these type of policies
  - technology or general practice in the life and pensions industry
  - taxation, law or the interpretation of the law, decisions or recommendations of an ombudsman, regulator or similar body, or any code of practice with which we intend to comply.
- To correct errors if it is fair and reasonable to do so.

If we think any alteration to these **policy conditions** is to your advantage, we'll make it immediately and tell you at a later date. We'll also do this if the alteration is due to regulatory requirements.

If any alteration is to your disadvantage, we'll aim to tell you in writing at least 60 days before we make it. However, external factors beyond our control may mean we have to give you less notice.

If you're not happy with any alteration we make to your policy, you can cancel it.

### Incorrect information

If the date of birth of any **life covered** is wrong, we'll base the payment we make for any successful claim on the correct date of birth. We'll tell you if this happens.

If, using the correct date of birth, the age of any **life covered** when you took out your policy would have been outside our limits, we'll cancel your policy. If this happens, we'll tell you. You won't be able to make a claim after we've cancelled your policy. However, we'll refund all your premiums (without interest).

We rely on the information you give us. If any of it is untrue or incomplete and would have affected our decision to provide your policy, we may:

- change the terms of your policy
- change the premiums you have to pay
- cancel your policy and refund the premiums you've paid (without interest).

If we cancel your policy, you won't be able to make a claim.

### Third party rights

This policy does not give any rights to anyone except you and us.

We may, with your agreement, amend or cancel this policy without reference to, or consent from, any other person.

### General

If you want to transfer ('assign') the policy to someone else, you must tell us in writing before we can pay a claim.

Where appropriate, words in the singular include the plural and vice versa.

### Law

This policy is issued in England, under English law.

## Definitions

Throughout these **policy conditions** we have highlighted defined terms in bold type (except for personal terms like “we” and “you”) so you know when they apply. The meanings of these words are set out below.

**You** or **your** refers to the **policyholder(s)** named in the **policy schedule**, or anyone else who becomes the legal owner of the policy.

**We, us** or **our** means Aviva Life & Pensions UK Limited.

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### Activities of daily work

The activities of daily working as detailed in Appendix 1 for the waiver of premium option and Appendix 2 for total permanent disability.

### Additional critical illness

An illness or condition suffered by the **life covered**, as detailed in Appendix 3.

### Anniversary date

The anniversary of the **start date** shown in the **policy schedule**.

### Any occupation

Any type of work which the **life covered** undertakes for profit or pay.

### Attending Consultant

The appropriately qualified medical specialist supervising care of the **life covered**.

The attending consultant must be resident and practicing in Andorra, Australia, Canada, the Channel Islands, the European Union, the Faroe Islands, Gibraltar, the Isle of Man, Liechtenstein, Monaco, New Zealand, Norway, San Marino, Switzerland, the UK, USA or the Vatican City.

We may add further countries in the future.

### Cover amount

The amount we pay for a successful claim under this policy. The cover amount is shown in your **policy schedule**.

### Critical illness

An illness or condition suffered by the **life covered**, as detailed in Appendix 2.

### Deferred period

The number of consecutive months of **incapacity** which must pass before the policyholder becomes entitled to receive the benefit provided by the waiver of premium option. The deferred period is shown in your **policy schedule**.

### Duties

The material and substantial duties that are normally required for and form a significant and integral part of the performance of the **life covered's own occupation** that cannot be reasonably omitted or modified.

### End date

The date that cover under this policy will end. This is shown in your **policy schedule** either as a specific date, or an expiry age.

### Incapacity

Incapacity means that the **life covered** either:

- a. is unable to perform the **duties** of their **own occupation**, because of their illness or injury; or
- b. meets the criteria of **activities of daily work**.

### Joint policy

The policy can cover up to two people. A joint policy will only pay out once following a successful claim for the death benefit, **terminal illness** benefit, or **critical illness** benefit. So when we've accepted a claim for one person, the policy will end.

## Life covered

The person whose life is being covered and in the event of their death, **incapacity** or diagnosis of a **terminal illness, critical illness** or **additional critical illness**, a claim could be made.

## Own occupation

The occupation which the **life covered** is following immediately before **incapacity** for the waiver of premium option and before total permanent disability for **critical illness** benefit.

'Occupation' means a trade, profession or type of work undertaken for profit or pay. It is not a specific job with any particular employer and is irrespective of location and availability.

## Personal circumstances

These can include the age, smoker status (both previous and current) health and lifestyle of the **life covered**.

## Policy conditions

This document which forms our contract of insurance with you providing the cover under the policy as agreed. The application (that you made and which we have accepted) and the **policy schedule** also form part of the contract and must be read together with these policy conditions.

## Policy schedule

This will show the specific detail of your policy, such as who it covers, the **cover amount**, how much it will cost and any optional benefits or additional benefits included. The definition also includes any subsequent amendments to your policy, which we confirm to you in writing.

## Policy term

This is the period your policy is in force, from the **start date** until the **end date**.

## Retail Prices Index (RPI)

The monthly index calculated by the government that demonstrates the movement of retail prices in the UK, or an equivalent replacement of that index.

## Single policy

A policy which covers the life of just one person.

## Standard terms

The premium and benefits we quote before the underwriting process is completed.

Following an application being underwritten, we may only be able to offer cover with a higher premium than first quoted, with certain benefits excluded, or both. This would not be classed as standard terms. We will have told you whether you were accepted on standard terms when confirming our decision on your application.

## Start date

The date on which cover under this policy starts. It's shown in the **policy schedule**.

## Terminal illness

A definite diagnosis by the **attending Consultant** of an illness that satisfies both of the following:

- The illness either has no known cure or has progressed to the point where it cannot be cured; and
- In the opinion of the **attending Consultant**, the illness is expected to lead to death within 12 months.

## Appendix 1

### Activities of daily work – waiver of premium

This section is only applicable if you have selected the waiver of premium option on your policy and the **life covered** stopped performing **any occupation** more than 12 months before the start of the **incapacity**.

To meet the **activities of daily work** criteria the **life covered** must be unable to perform at least two of the following work tasks listed below.

#### Work tasks

The **life covered** 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 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.

## Appendix 2

### Details of critical illnesses covered

For each **critical illness** or condition listed in alphabetical order below, we have set out the definition we'll use when we're assessing a claim.

Your **policy schedule** will confirm whether total permanent disability is included on your policy. It will also show which definition applies to the **life covered**. Total permanent disability is a **critical illness** that can only be selected before you start your policy and provided your main benefit is life and critical illness cover. It is subject to our acceptance following underwriting and may increase your total premium.

The total permanent disability definition can be:

- **own occupation;** or
- **activities of daily work.**

If your **policy schedule** confirms the definition applying to your policy is **own occupation**, but the **life covered** was not in gainful occupation immediately before the start of the **incapacity**, the **life covered** will be assessed against the **activities of daily work** definition.

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#### **Alzheimer's disease or pre-senile dementia** – *resulting in permanent symptoms*

A definite diagnosis of Alzheimer's disease or pre-senile dementia, 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.

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#### **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.

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#### **Aplastic anaemia**

A definite diagnosis of aplastic anaemia by a consultant haematologist. There must be permanent bone marrow failure with anaemia, neutropenia and thrombocytopenia.

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#### **Bacterial meningitis**

A definite diagnosis of bacterial meningitis resulting in permanent neurological deficit with persisting clinical symptoms.

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#### **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.
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### **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.

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### **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 6/60 or worse in the better eye using a Snellen eye chart or visual field is reduced to 20 degrees or less of an arc, as certified by an ophthalmologist.

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### **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). The following are not covered:

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

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**Creutzfeldt – Jakob disease**

An unequivocal diagnosis of Creutzfeldt-Jakob disease made by a consultant neurologist.

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**Deafness** – *permanent and irreversible*

Permanent and irreversible loss of hearing to the extent that the loss is greater than 70 decibels across all frequencies in the better ear using a pure tone audiogram.

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**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.

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**Encephalitis**

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

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**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.
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**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.

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**HIV infection** – caught in the UK, the European Union, Andorra, the Channel Islands, the Faroe Islands, Gibraltar, the Isle of Man, Liechtenstein, Norway, Monaco, San Marino, Switzerland, Vatican City, USA, Canada, 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 the 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 UK, the European Union, Andorra, the Channel Islands, the Faroe Islands, Gibraltar, the Isle of Man, Liechtenstein, Norway, Monaco, San Marino, Switzerland, Vatican City, USA, Canada, 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.

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**Intensive care** – requiring mechanical ventilation for 10 consecutive days

Any sickness or injury resulting in the insured requiring continuous mechanical ventilation by means of tracheal intubation for 10 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.

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**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.

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**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; and
- Ascites; and
- Encephalopathy.

The following is not covered:

- Liver failure secondary to alcohol or drug abuse.

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**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.

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**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.

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**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.

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**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.

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**Multiple sclerosis** – *where there have been symptoms*

A definite diagnosis of multiple sclerosis by a consultant neurologist. There must have been clinical impairment of motor or sensory function caused by multiple sclerosis.

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**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.

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**Paralysis of a limb** – *total and irreversible*

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

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**Parkinson's disease** – *resulting in permanent symptoms*

A definite diagnosis of Parkinson's disease or other named Parkinsonian syndrome of specified severity 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.

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**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.

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**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.

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**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.

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**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.

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**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.

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**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.

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**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.

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**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.
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**Structural heart surgery**

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

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**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.

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**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.

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## **Total permanent disability**

Total permanent disability definition can be either:

- **own occupation**; or
- **activities of daily work**.

### **Own occupation**

Total permanent disability – *unable before age 71 to do your **own occupation** ever again*

Loss of the physical or mental ability through an illness or injury before age 71 to the extent that the life covered 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.

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 life covered expects to retire.

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

### **Activities of daily work**

Total permanent disability – *unable before age 71 to do 3 specified work tasks ever again.*

Loss of the physical ability through an illness or injury before age 71 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 life covered 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:

1. Walking – the ability to walk more than 200 metres on a level surface.
2. Climbing – the ability to climb up a flight of 12 stairs and down again, using the handrail if needed.
3. 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.
4. Bending – the ability to bend or kneel to touch the floor and straighten up again.
5. Getting in and out of a car – the ability to get into a standard saloon car, and out again.
6. 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.

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## **Traumatic brain injury** – *resulting in permanent symptoms*

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

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## Appendix 3

### Details of additional critical illnesses covered

For each **additional critical illness** or condition, we have set out the definition we'll use when we're assessing a claim.

<p><b>Arteriovenous malformation (AVM) of the brain</b> – <i>with specified treatment</i></p> <p>The undergoing of craniotomy, endovascular repair or radiosurgery to treat an arteriovenous malformation (AVM) of the brain.</p>
<p><b>Bladder removal</b></p> <p>Complete surgical removal of the urinary bladder (total cystectomy). For the above definition the following are not covered:</p> <ul style="list-style-type: none"><li>• Urinary bladder biopsy</li><li>• Removal of a portion of the urinary bladder.</li></ul>
<p><b>Carcinoma in situ of the breast</b> – <i>requiring surgery to remove the tumour</i></p> <p>Carcinoma in situ of the breast positively diagnosed with histological confirmation by biopsy together with the undergoing of surgery to remove the tumour.</p>
<p><b>Carcinoma in situ of the cervix</b> – <i>requiring treatment with hysterectomy</i></p> <p>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.</p> <p>The following are excluded:</p> <ul style="list-style-type: none"><li>• All grades of dysplasia</li><li>• Cervical squamous intra-epithelial lesion (SIL) and Cervical intra-epithelial neoplasia (CIN), unless carcinoma in-situ is present</li><li>• Carcinoma in-situ of any other gynaecological organ (for example the ovary, or the fallopian tube)</li><li>• Any other disease or disorder of the cervix or other gynaecological organs that is treated with hysterectomy.</li></ul>
<p><b>Carcinoma in situ of the testicle</b> – <i>requiring surgical removal of one or both testicles</i></p> <p>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).</p>
<p><b>Cerebral aneurysm</b> – <i>with specified treatment</i></p> <p>The undergoing of craniotomy, endovascular repair or radiosurgery to treat a cerebral aneurysm.</p>
<p><b>Crohn's disease</b> – <i>treated with intestinal resection</i></p> <p>A definite diagnosis by a consultant gastroenterologist of Crohn's disease which has been treated with surgical intestinal resection.</p>

**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.

**Ulcerative colitis** – treated with total colectomy

A definite diagnosis of ulcerative colitis which is treated with total colectomy (removal of entire large bowel).

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