

# Your Accidental Death Insurance Policy

## Important note:

This insurance is not a life, healthcare or income protection insurance policy. This insurance is intended to cover an **insured person** against death which is a direct result of an **accident** only. It does not provide cover in the event of death caused by illness or disease.

# How to get in touch

**You** can write to **us** at:

Aviva  
PO Box 3553  
Norwich  
NR1 3DA

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

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

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

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

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

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

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

### **Please note:**

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

# Your cancellation rights

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

If **you** cancel during this period, **you** are entitled to a full refund of the premium paid. If **you** have made a claim and then cancel within this period, **you** will receive a refund for the premium paid less a proportionate deduction for the time **we** have provided cover. If any premium is due up to the date of cancellation, **we** will collect this on the date outlined in **your** cancellation letter.

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

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

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

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# Your Accidental Death Insurance policy

Thank **you** for choosing this insurance.

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

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

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

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

## The contract of insurance

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

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

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

## What this insurance does

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

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

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

## What this insurance does not do

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

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

# What we mean by certain words

Where **you** see the following words written in **bold** they have the following specific meanings

'Accident'	means a single, unexpected, unforeseen and unintentional incident which is not a symptom of disease or illness.
'Doctor'	means a qualified medical practitioner or specialist (other than an <b>insured person</b> or a member of their family).
'Insured person'	means <b>you</b> , and <b>your partner</b> if cover for <b>partner</b> is shown on <b>your</b> current policy schedule.
'Partner'	means <b>your</b> husband or wife, domestic or civil <b>partner</b> who lives with <b>you</b> at the same address. This does not include any business partners or associates.
'UK'	means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
'We', 'us' and 'our'	means Aviva Insurance Limited.
'You' and 'your'	means the person who has been accepted by <b>us</b> for insurance, has paid or agreed to pay the premiums and is named on the current policy schedule as Policyholder.

## What are you covered for?

If an **insured person** suffers an **accident** which directly results in their death, **we** will pay the benefit shown on your current policy schedule. **We** will only pay a claim for an **accident** that happens after the start of the **insured person's** cover. Please read the following examples to help you understand the cover this Accidental Death insurance policy provides. **We** tell **you** whether a claim would be successful or not and explain how and why **we** reached this decision.

### Example 1 – Accident causing death – Claim would be paid

Whilst driving, Mr Matthews skids on ice and crashes his car. Unfortunately, Mr Matthews later dies due to his injuries caused by the car crash.

After confirming that death was a direct result of an **accident** and none of the cover exclusions apply the claim would be paid.

### Example 2 – Death due to an illness – Claim would not be paid

Whilst driving, Mrs Brown suffers a stroke and crashes her car. She is not seriously injured in the **accident** but unfortunately she does not recover from the stroke and dies.

This claim would not be paid because Mrs Brown's death is a direct result of the stroke not the injuries from the car crash.

### Example 3 – Illness causing an accident – Claim would be paid

Whilst driving, Mr Patel suffers a stroke and crashes his car resulting in serious injuries. A medical professional confirms the stroke was quite mild and he could make a full recovery, however, unfortunately, Mr Patel later dies from his injuries caused by the car crash.

After confirming that death was a direct result of an **accident** and none of the cover exclusions apply the claim would be paid.

If **you** have any questions about any of the information in this section please call **our** customer helpline on 0800 158 3993.

# Am I eligible for this insurance?

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

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

- I am aged 18 years or over and under 85 years old
- My main private residence is in the **UK**

## Who can I cover on my insurance?

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

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

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

- **Your partner** is aged 18 years or over and under 85 years old
- **Your partner** lives with **you**

# Important Notice – Information and changes we need to know about

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out and make changes to **your** policy. Please read any assumptions carefully and confirm if they apply to **your** circumstances. Keeping **your** details up to date is really important. **We** need to be told whenever any of the following occur:

- Any information on **your** current policy schedule changes.
- **You** want to add or remove a **partner** from **your** insurance.
- **Your** main private residence is no longer in the **UK**.
- **Your partner** no longer lives with **you**.
- **You** or **your partner** reaches age 85.
- An **insured person** dies.

When **you** inform **us** of a change, **we** will tell **you** if this affects **your** policy, for example whether the change will result in revised terms and/or premium being applied to **your** policy.

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

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

# Your cover

## What is covered

**We** will pay the benefit shown on **your** current policy schedule if, as a direct result of an **accident** and independently of any other cause, an **insured person** dies within 24 months of the **accident** as a direct result of the injuries sustained.

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

### Disappearance

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

## What is not covered

1. **We** will not pay any claim caused by:
  - illness or disease unless this is a direct result of the **accident**;
  - known side effects where medicines are taken correctly under medical supervision or guidance;
  - medicines taken incorrectly;
  - medicines for treating drug addiction;
  - known risks associated with a medical or surgical procedure.
2. **We** will not pay any claim resulting from an **insured person's**:
  - suicide, attempted suicide or deliberate self-inflicted injury;
  - reckless and deliberate exposure to known danger (except in an attempt to save human life);
  - use of drugs
  - consumption of alcohol to an extent that they suffer mental or physical impairment, which is the principle cause of the **accident**, or results in them doing something uncharacteristically reckless or dangerous;
  - participation in or acting as an accessory to any crime or attempted crime.
3. **We** will not pay any claim resulting from the **insured person** being in control of a motor vehicle and:
  - acting in a dangerous or reckless manner; or
  - drink or drug driving.
4. If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this insurance or return any premium to **you** and **we** may cancel the insurance immediately and backdate the cancellation to the date of the fraudulent claim. **You** will have to return any benefits already paid in relation to the claim. **We** may also take legal action against **you**.
5. **We** will not pay for any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
  - (a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
  - (b) any action taken in controlling, preventing, suppressing, or in any way relating to, (a) above.
6. **We** will not pay for any claim directly or indirectly caused by ionising radiation or radioactive contamination from nuclear waste or the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment.

# How to make a claim

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

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

## Supporting information we may request

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

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

## How the claim is paid

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

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

# Payment of premium

The policy premium is payable monthly and the amount is shown on **your** current policy schedule. It is due on (or within 3 working days of) the first premium due date, as advised to **you** in **your** 'Confirmation of your Direct Debit instructions' document, and then on **your** chosen collection date each following month thereafter. If **you** do not pay the first premium, this insurance policy will not be valid.

Cover begins on the effective date shown on **your** current policy schedule, and **your** monthly period will continue for each full month thereafter. For example; if **your** effective date is 10th March, each monthly period will start on the 10th of the month and run until the 9th of the following month.

If **you** fail to pay any premium on the date it is due or, if applicable, when requested on a later date, cover will not be in force from the end of the last period for which **you** have paid. Following notification to **you** in the event of continued non-payment, **your** cover will not resume, and **your** policy will be cancelled. If the unpaid premium is paid when requested by **us**, cover will continue as if it had been paid on the due date.



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

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

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

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

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

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

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

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

## When this insurance will end

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

- **you** reach 85 years of age;
- **your** main private residence is no longer in the **UK**; or
- **you** die.

If **your** insurance ends for any of the reasons above **you** will be entitled to a refund of any premium paid less a proportionate deduction for the time for which **you** have been covered. If any premium is due up to the date of cancellation **we** will collect this on the date outlined in **your** cancellation letter.

### Your right to cancel

Following the expiry of **your** 14 day statutory cooling-off period, **you** continue to have the right to cancel **your** insurance at any time. If **you** wish to cancel please call **us** on 0800 158 3993, email **us** at paadmin@aviva.com or write to Aviva, PO Box 3553, Norwich, NR1 3DA. **You** will receive a refund for any advance premium paid less a proportionate deduction for the time **we** have provided cover. If any premium is due up to the date of cancellation **we** will collect this on the date outlined in **your** cancellation letter.

### Our right to cancel

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

Valid reasons include but are not limited to where:

- **our** investigations provide evidence of fraud or **you** have failed to give **us** complete and accurate information. In which case, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **you** provided us with incomplete information.
- **we** have been unable to collect **your** premium, and following notification to **you**, there is continued non-payment. Please see the 'Payment of premium' section for more detail.
- **we** offer **you** an equivalent alternative product (which does not disadvantage **you**). In this event **we** will give **you** at least 45 days notice of cancellation; or
- **we** no longer provide this product and are not offering an equivalent alternative product. In this event **we** will give you at least 90 days notice.

If **we** cancel the insurance under this section, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time we have provided such cover, unless the reason for cancellation is fraud. If any premium is due up to the date of cancellation, **we** will collect this on the date outlined in **your** cancellation letter.

# Complaints procedure

## Our Promise of Service

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

## What will happen if you complain

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

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

## What to do if you are unhappy

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

- write to Aviva, PO Box 3553, Norwich, NR1 3DA or telephone 0800 158 3993, and ask **your** contact to review the problem.

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

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

The Financial Ombudsman Service  
Exchange Tower,  
London  
E14 9SR

### Telephone:

0800 023 4567 (calls from UK landlines and mobiles are free) or  
0300 123 9123

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

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

For products **you** bought online from **us**, **you** can also use the European Commission's Online Dispute Resolution (<http://ec.europa.eu/odr>) service to make a complaint. The purpose of this platform is to identify a suitable Alternative Dispute Resolution (ADR) provider and **we** expect that this will be the Financial Ombudsman Service. Please be aware that the Financial Ombudsman Service will only be able to consider **your** complaint after **we** have had the opportunity to consider and resolve it.

# General information

This insurance is underwritten by Aviva Insurance Limited.

## Our regulatory status

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

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

## Use of language

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

## Choice of law

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

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

# Data Protection – Privacy Notice

Aviva Insurance Limited is the main company responsible for your Personal Information (known as the controller). Aviva UK Digital Limited act as an additional data controller for the sale and distribution of the product.

We collect and use Personal Information about you in relation to our products and services. Personal Information means any information relating to you or another living individual who is identifiable by us. The type of Personal Information we collect and use will depend on our relationship with you and may include more general information (e.g. your name, date of birth, contact details) or more sensitive information (e.g. details of your health or criminal convictions).

Some of the Personal Information we use may be provided to us by a third party. This may include information already held about you within the Aviva group, information we obtain from publicly available records, third parties and from industry databases, including fraud prevention agencies and databases.

This notice explains the most important aspects of how we use your Personal Information, but you can get more information by viewing our full privacy policy at [aviva.co.uk/privacypolicy](http://aviva.co.uk/privacypolicy) or requesting a copy by writing to us at: The Data Protection Team, Aviva, PO Box 7684, Pitheavlis, Perth PH2 1JR. If you are providing Personal Information about another person you should show them this notice.

We use your Personal Information for a number of purposes including providing our products and services and for fraud prevention.

We also use profiling and other data analysis to understand our customers better, e.g. what kind of content or products would be of most interest, and to predict the likelihood of certain events arising, e.g. to assess insurance risk or the likelihood of fraud.

We may carry out automated decision making to decide on what terms we can provide products and services, deal with claims and carry out fraud checks. More information about this, including your right to request that certain automated decisions we make have human involvement, can be found in the "Automated Decision Making" section of our full privacy policy.

We may process information from a credit reference agency, including a quotation search where you are offered an Aviva credit payment facility. More information about this can be found in the "Credit Reference Agencies" section of our full privacy policy.

We may use Personal Information we hold about you across the Aviva group for marketing purposes, including sending marketing communications in accordance with your preferences. If you wish to amend your marketing preferences please contact us at: [contactus@aviva.com](mailto:contactus@aviva.com) or by writing to us at: Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD. More information about this can be found in the "Marketing" section of our full privacy policy.

Your Personal Information may be shared with other Aviva group companies and third parties (including our suppliers such as those who provide claims services and regulatory and law enforcement bodies). We may transfer your Personal Information to countries outside of the UK but will always ensure appropriate safeguards are in place when doing so.

You have certain data rights in relation to your Personal Information, including a right to access Personal Information, a right to correct inaccurate Personal Information and a right to erase or suspend our use of your Personal Information. These rights may also include a right to transfer your Personal Information to another organisation, a right to object to our use of your Personal Information, a right to withdraw consent and a right to complain to the data protection regulator. These rights may only apply in certain circumstances and are subject to certain exemptions. You can find out more about these rights in the "Data Rights" section of our full privacy policy or by contacting us at [dataprt@aviva.com](mailto:dataprt@aviva.com).

## **Fraud prevention and detection**

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

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

We can supply on request further details of the databases we access or contribute to. If you require further details please contact us.

## **Financial Services Compensation Scheme**

Depending on the circumstances of **your** claim **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if **we** cannot meet **our** obligations. See [www.fscs.org.uk](http://www.fscs.org.uk) for more details.

## **Customers with disabilities**

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

**or write to:**

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









Aviva Insurance Limited. Registered in Scotland No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH.  
Authorised by the Prudential Regulation Authority and regulated by the  
Financial Conduct Authority and the Prudential Regulation Authority.