

Hospital Cash Plan Insurance Policy



AVIVA

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 your claim and give you guidance and support. The 'How do I make a claim?' section explains everything you need to know.

Alternatively, you can email us at: hcpamoa@aviva.co.uk

For anything else call us on 0800 158 3993

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

Alternatively, you can email us at: paadmin@aviva.co.uk

Please note:

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

Your cancellation rights

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

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

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

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

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

What this insurance does

Following a stay in hospital for treatment which is medically necessary, this insurance will pay a benefit for every 24 hour period you or your partner or your children (if they are protected by this insurance) were hospitalised.

The amount of benefit we pay for each 24 hour period you spend in hospital and the maximum amount we will pay overall on this insurance is shown in your current policy schedule.

This insurance is intended to cover you against most hospital stays. However there are situations which are not covered by this insurance. The details of your cover, terms and conditions and exclusions can be found in the 'Your Hospital Cash Plan Insurance cover' section.

What this insurance does not do

This insurance is not intended to cover an insured person for any hospital stay for a medical condition that you knew about before you took out this insurance, such as for a pre-existing illness, sickness or disease.

It also does not cover any hospital stay as a result of a self inflicted injury, cosmetic surgery or treatment which is not medically necessary or for any injury that happened before the insured person took out this insurance.

The details of your cover, terms and conditions and exclusions can be found in the 'Your Hospital Cash Plan Insurance cover' section.

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Your Hospital Cash Plan 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 Hospital Cash Plan 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 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 straight away 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 amounts shown in the table of benefits on your policy schedule that apply at the time of hospitalisation.

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 we mean by certain words

Certain words and phrases that appear in this booklet have specific meanings.

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

'Doctor'	means a qualified medical practitioner or specialist (other than an insured person or a member of their family).
'Insured person'	means you and any eligible person you have chosen to add and we have agreed to cover under your insurance.
'Medical condition'	an illness, sickness or disease.
'UK'	we define the UK as England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
'We', 'us' and 'our'	means Aviva Insurance Limited.
'You' and 'your'	means the person who has been accepted by us for insurance, has paid or agreed to pay the premiums and is named on the current policy schedule.

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 straight away as you are not eligible for this insurance and will not be entitled to make a claim.

- I am aged 18 years or over and under 65 years old
- My main private residence is in the UK
- I am named on the current policy schedule

Who can I insure on my insurance?

You can choose to add your partner and/or children to your insurance so they can also receive cover (as long as they are eligible and you pay the extra premium). The following sections explain what is required for them to be eligible.

Your partner

We define your partner as either your marital/civil partner or the partner with whom you live and share financial responsibility.

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 straight away 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 65 years old
- Your partner lives with you

Your child/children

Our definition of children includes stepchildren and legally adopted children.

For your child 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 all of the following 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 straight away as your child is not eligible for this insurance and you will not be entitled to make a claim.

- Your child is aged 6 months or over and under 20 years old
- Your child lives with you or their other parent (we include children studying away from home who normally live with you or a parent outside term time)
- Your child's main private residence is in the UK

Important note

You must call us if you, your partner and/or children are no longer eligible for cover as this will affect your insurance and entitlement to make a claim.

If this happens we will:

- continue to provide cover up to the end of the month in which they become ineligible provided a premium has been paid for that month; and
- re-issue your policy documents to reflect the changes and your new monthly premium.

If you want this insurance to cover your partner and/or your children please get in touch. The 'How to get in touch' section at the beginning of this policy booklet tells you how.

Please also see the 'Changes we need to know about' and 'When this insurance will end' sections for more information.

Changes we need to know about

Keeping your details up to date is really important.

We need to be told whenever the following occur:

- Any information on your current policy schedule changes.
- You want to add or remove a partner or child to/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 65.
- The last/youngest of your children has reached age 20.
- None of your children is still living with either parent.
- None of your children is still living in the UK.
- An insured person dies.

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

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

Your Hospital Cash Plan Insurance cover

We will provide the cover set out below and pay the benefit shown in your current policy schedule from the start date set out in your policy schedule.

To help you understand the cover sections below and what we mean by a 'medical condition' please refer to the 'What we mean by certain words' section at the beginning of this policy booklet.

What is covered

We will pay a benefit for each 24-hour period an insured person is hospitalised in the UK for treatment which is medically necessary up to the maximum amount payable overall as stated in your policy schedule.

What is not covered

1. We will not pay for any hospitalisation resulting from any medical condition which:
 - has been diagnosed by a doctor; or
 - was undiagnosed, but where the insured person was undergoing or awaiting tests or further investigations by a doctor in relation to that medical condition,in the 24 month period immediately prior to the start of the insured person's cover.
This exclusion will not apply when the insured person has been without treatment for the medical condition for a continuous period of 24 months after the start of their cover.
2. We will not pay for any hospitalisation for an injury that happened prior to the start of the insured person's cover.
3. We will not pay any claim for hospitalisation in a psychiatric ward, nursing, convalescent or residential care home, rehabilitation centre, or any establishment used primarily for the treatment of alcohol or drug addiction; or any similar wards/units within a hospital which provide any of these services.
4. We will not pay any claim which results from the insured person's:
 - attempted suicide or deliberate self inflicted injury;
 - cosmetic surgery or any other treatment which a doctor does not confirm is medically necessary;
 - reckless and deliberate exposure to known danger (except in an attempt to save human life);
 - use of drugs;
 - use of medicines for treating drug addiction;
 - participation in or acting as an accessory to any crime or attempted crime;
 - participation in, practice or training for any sport as a professional sports person.

5. 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.
6. 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.
7. 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.
8. 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 do I make a claim?

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

- We will send you a claim form to complete and return.
- We may also ask the insured person to sign a Form of Consent to enable us, where applicable, to contact their doctor and the hospital which is treating them.

Supporting information you will need to provide

For all claims:

- You will need to provide a document from the hospital or doctor confirming the length of the insured person's stay in hospital.
- As well as approaching healthcare and/or other professionals at our own cost we may ask the insured person to supply further information or evidence to help us assess and/or validate your claim.

You must supply and pay for all further information or evidence that we may reasonably ask you for.

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

How you are paid

Payments will be made directly to the insured person in respect of whom the claim is being made or the executor/administrator of their estate, unless the insured person is aged under 16, in which case payments will be made to you.

Payment of premium

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

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

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

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

1. We can, after taking a fair and reasonable view, make changes to your premium, policy cover and/or terms and conditions of insurance to reflect changes in:
 - our expectation of the future cost of providing cover;
 - our expectation of the future costs of administering your insurance.

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

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

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

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

When this insurance will end

1. The cover provided by this insurance will end immediately in relation to all insured persons if any of the following happen:
 - you reach 65 years of age;
 - your main private residence is no longer in the UK;
 - you have received the maximum amount payable overall as shown in your policy schedule; or
 - you die.

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

Your right to cancel

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

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

Our right to cancel

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

Valid reasons include but are not limited to where:

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

If we cancel the insurance under this section, you will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time we have provided such cover, unless the reason for cancellation is fraud.

Complaints procedure

Our Promise of Service

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

What will happen if you complain

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

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

What to do if you are unhappy

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

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

Our opening hours are between 9am and 5pm, Monday to Friday.

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.

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

General information

This insurance is underwritten by Aviva Insurance Limited.

Our regulatory status

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

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

Use of language

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

Choice of law

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

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

Data Protection – Privacy Notice

Personal Information

We collect and use personal information about you so that we can provide you with a policy that suits your insurance needs. This notice explains the most important aspects of how we use your information but you can get more information about the terms we use and view our full privacy policy at www.aviva.co.uk/privacypolicy or request a copy by writing to us at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester LE7 1PD.

The data controller responsible for this personal information is Aviva Insurance Limited as the insurer of the product. Additional controllers include Aviva UK Digital Limited, who is responsible for the sale and distribution of the product and any applicable reinsurers.

Personal information we collect and how we use it

We will use personal information collected from you and obtained from other sources:

- to provide you with insurance: we need this to decide if we can offer insurance to you and if so on what terms and also to administer your policy and handle any claims,
- to support legitimate interests that we have as a business:
 - we need this to manage arrangements we have with reinsurers, for the detection and prevention of fraud,
 - we also use personal information about you to help us better understand our customers and improve our customer engagement. This includes profiling and customer analytics which allows us to make certain predictions and assumptions about your interests, make correlations about our customers to improve our products and to suggest other products which may be relevant or of interest to customers, which includes marketing products and services to you,
- to meet any applicable legal or regulatory obligations: we need this to meet compliance requirements with our regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
- to carry out other activities that are in the public interest: for example we may need to use personal information to carry out anti-money laundering checks.

As well as collecting personal information about you, we may also use personal information about other people, for example family members you wish to insure on a policy. If you are providing information about another person we expect you to ensure that they know you are doing so and are content with their information being provided to us. You might find it helpful to show them this privacy notice and if they have any concerns please contact us in one of the ways described below.

The personal information we collect and use will include name, address, date of birth and financial information. If a claim is made we will also collect personal information about the claim from you and any relevant third parties. We may also need to ask for details relating to the health or any unspent offences or criminal convictions of you or somebody else covered under your policy. We recognise that information about health and offences or criminal convictions is particularly sensitive information. Where appropriate, we will ask for consent to collect and use this information.

If we need consent to use personal information for a specific reason, we will make this clear to you when you complete an application or submit a claim. If you give us consent to using personal information, you are free to withdraw this at any time by contacting us – refer to the “Contacting us” details below. Please note that if consent to use this information is withdrawn we will not be able to continue to process the information you gave us for this/these purpose(s). This would not affect our use of the information where consent is not required.

Of course, you don't have to provide us with any personal information, but if you don't provide the information we need we may not be able to proceed with your application or any claim you make.

Some of the information we use as part of this application may be provided to us by a third party. This may include information already held about you within the Aviva group, including details from previous quotes and claims, information we obtain from publicly available records, our trusted third parties and from industry databases, including fraud prevention agencies and databases.

Credit Searches

To ensure we have the necessary facts to assess your insurance risk, verify your identity, help prevent fraud and provide you with our best premium and payment options, we may need to obtain information relating to you at quotation, renewal and in certain circumstances where policy amendments are requested. We or our agents may:

- undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossession(s)). Similar checks may be made when assessing claims,
- carry out a quotation search from a credit reference agency (CRA) which will appear on your credit report and be visible to other credit providers. It will be clear that this is a quotation search rather than a credit application.

Automated decision making

We carry out automated decision making to decide whether we can provide insurance to you and on what terms. In particular, we use an automated underwriting engine to process the personal information you provide as part of this application process. This will include your age and the level of cover you choose. We do this to calculate the insurance risk and how much the cover will cost you. Without this information we are unable to provide a price that is relevant to your individual circumstances and needs. We regularly check the way our underwriting engine works to ensure we are being fair to our customers. After the automatic decision has been made, you have the right to speak to someone from Aviva who may review the decision and provide a more detailed explanation. If you wish to invoke this right please contact us at dataprt@aviva.com or call us on 0800 051 8998.

On-line information

When you visit one of our websites, we may record information about your computer or mobile device, including hardware and software used, general location, when and how you interact with our websites. This information is used to note your interest in our websites, improve customer journeys, determine pricing and/or offer you available discounts.

How we share your personal information with others

We may share your personal information:

- with the Aviva group, our agents and third parties who provide services to us, and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help us administer our products and services,
- with regulatory bodies and law enforcement bodies, including the police, e.g. if we are required to do so to comply with a relevant legal or regulatory obligation,
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes,
- with reinsurers who provide reinsurance services to Aviva and for each other. Reinsurers will use your data to decide whether to provide reinsurance cover, assess and deal with reinsurance claims and to meet legal obligations. They will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

Some of the organisations we share information with may be located outside of the European Economic Area ("EEA"). We'll always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect your privacy rights. For more information on this please see our Privacy Policy or contact us.

Marketing

We also use personal information we hold about you across the Aviva Group to help us identify and tailor products and services that may be of interest to you. We will only communicate with you in accordance with any marketing preferences you have provided to us. We will continue to do this after your policy has ended.

If you wish to amend your marketing preferences, change how you would like us to communicate with you or tell us to stop marketing to you, you can do so in the following ways:

- Update in MyAviva
- Contact us by:
 - phone: 01603 622200 or +44 1603 604999 (from abroad)
 - email: helpdesk@aviva.co.uk
 - Post: Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD

How long we keep your personal information for

We maintain a retention policy to ensure we only keep personal information for as long as we reasonably need it for the purposes explained in this notice. We need to keep information for the period necessary to administer your insurance and deal with claims and queries on your policy. We may also need to keep information after our relationship with you has ended, for example to ensure we have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where we are required to do so for legal, regulatory or tax purposes. We will also use this information for marketing purposes.

Your rights

You have various rights in relation to your personal information, including the right to request access to your personal information, correct any mistakes on our records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests including profiling and marketing, ask not to be subject to automated decision making if the decision produces legal or other significant effects on you, and data portability. For more details in relation to your rights, including how to exercise them, please see our full privacy policy or contact us – refer to the “Contacting us” details below.

Contacting us

If you have any questions about how we use personal information, or if you want to exercise your rights stated above, please contact our Data Protection team by either emailing them at dataprt@aviva.com or writing to the Data Protection Officer, Level 4, Pitheavlis, Perth PH2 0NH.

If you have a complaint or concern about how we use your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Information Commissioners Office at any time.

Financial Services Compensation Scheme

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

Fraud prevention and detection

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

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

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

Customers with disabilities

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

Aviva,
PO Box 3553,
Norwich,
NR1 3DA.



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