

# Over 50s Life Insurance

## Policy Conditions

### Introduction

Santander UK plc sells this Over 50s Life Insurance policy which is provided, underwritten and administered by Aviva Life & Pensions UK Limited.

Any references to 'we', 'us' or 'our' refer to Aviva unless stated otherwise.

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 Aviva on 0800 148 8656. From outside the UK, the number is +44 1603 603 993. Our opening hours are Monday to Friday 8am to 6pm. Calls may be monitored and will be recorded.

Calls to 0800 numbers from UK landlines and mobiles are free. Calls from outside the UK may be charged at international rates.

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

### Your cover and premiums

To maintain your cover, you need to pay your premiums throughout the **premium term**. Your premiums will be guaranteed so they'll stay the same throughout the **premium term**. If a successful claim is made, the death benefit will be paid as a lump sum payment.

### Your benefits

We'll pay a lump sum payment when you die. Once we've accepted a claim, the policy will end.

Death on or after the first anniversary date of the policy	What we pay
If the <b>life covered</b> dies as a result of any means	We'll pay the <b>cover amount</b> shown in the <b>policy schedule</b> .

Death before the first anniversary date of the policy	What we pay
If the <b>life covered</b> dies as a result of <b>accidental death</b>	We'll pay the <b>cover amount</b> shown in the <b>policy schedule</b> .
If the <b>life covered</b> dies as a result of <b>natural causes</b>	We'll pay an amount equal to the premiums you've paid.
If the <b>life covered</b> is living outside the UK, Europe, USA, Canada, Australia or New Zealand at the time of death whether due to <b>accidental death</b> or by any other means	We'll pay an amount equal to the premiums you've paid.
If the <b>life covered's</b> death is caused directly or indirectly by any of the following: <ul style="list-style-type: none"> <li>■ Suicide or intentional self-inflicted injury</li> <li>■ <b>Alcohol or drug misuse</b></li> <li>■ Taking part in a criminal act</li> <li>■ Flying except as a paying passenger on a commercial airline</li> <li>■ <b>Hazardous pursuits</b></li> </ul>	We'll pay an amount equal to the premiums you've paid.

## Making a claim

If you need to make a claim, please call Aviva on 0800 158 3467. From outside the UK it is +44 1603 202 500. Opening hours are Monday to Friday 8am to 6pm. Calls may be monitored and will be recorded.

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.

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

- Proof that the **life covered** has died.
- Proof of who legally owns the policy.
- Proof of the date of birth of the **life covered**.
- Conversations with, and reports from, third parties such as:
  - coroners
  - medical practitioners, and
  - the police.

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 the person who is legally entitled to receive it.

## Paying your premiums

You need to pay your premiums throughout the **premium term**. We'll confirm your **premium term** in the **policy schedule**.

You'll pay premiums until the earlier of:

- the **anniversary date** after your 90th birthday, or
- a maximum of 30 years.

Premiums are payable 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 any benefit we pay.

If you have an unpaid premium and we ask you to pay it, we'll only accept payment from a debit card. You will need to provide us with new bank account details so that your regular payments can continue.

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.

## Premium limits

You can take out more than one Over 50s Life Insurance policy with Santander. The maximum total premium you can pay across all policies is £100 per month. Any policies you take out which exceed this limit will be invalid and we'll cancel them. If this happens, we'll refund the premiums paid, without interest, and you won't be able to make a claim under them.

## Policy term

This policy is a whole of life policy. If you pay all your premiums throughout the **premium term**, we'll provide you with cover. Once we've accepted a successful claim, the policy will end.

## 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.

If you don't cancel within the cooling off period your policy will continue. You can still cancel after this period, but we won't refund your premiums.

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

## Eligibility

You must be aged between 50 and 80 years to apply for this policy.

At the time you complete the application, you must:

- be in the UK, with a legal right to live in that jurisdiction, and
- consider your main home as being in the UK, and have no current intention of moving anywhere else permanently.

The UK does not include the Channel Islands, the Isle of Man or Gibraltar.

You need to tell us if you move outside of the UK and your main residence is in another territory. 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.

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 types 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 correct it and:

- 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 the age of any **life covered** when you took out your policy was outside of 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. 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.

With your agreement, we may change or cancel this policy without reference to, or consent from, any other person.

### **Fairness of terms**

We'll always act reasonably and treat you and all our customers fairly.

These **policy conditions** will apply to your policy, unless they're:

- held by a relevant court to be unfair contract terms, or
- viewed by the Financial Conduct Authority, or us, to be unfair contract terms.

If a term is unfair it will still apply as far as possible. Any part deemed unfair won't apply.

### **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 governed by the law of England. Your contract will be in English and we will always write and speak to you in English.

## 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.

### Accidental death

Death resulting from bodily injury caused directly by accidental, external violent and visible means and not as a direct result of the **life covered's** sickness, disease or physical disorder.

### Alcohol or drug misuse

This includes, but is not limited to, the following:

- consuming too much alcohol
- taking an overdose of drugs, whether lawfully prescribed or otherwise
- taking controlled drugs other than in accordance with a lawful prescription.

### Anniversary date

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

### Cover amount

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

### Hazardous pursuits

If death occurs due to the **life covered** participating in the following:

- Motor sports (including motorcars, motorcycles and speedboats)
- Mountaineering in which the use of ropes or guides is needed
- Potholing
- Diving using artificial breathing apparatus.

### Life covered

The person whose life is being covered and in the event of their death, a claim could be made.

### Natural causes

Sickness, disease or physical disorder.

### 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** and how much it will cost.

### Premium term

This relates to the period you will be required to pay premiums in order for the cover to be maintained. It's shown in your **policy schedule**.

### Start date

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

## Braille, large font, audio material

You can order this document in braille, large font or audio.

Just call 0800 148 8656 or email [santander@aviva.com](mailto:santander@aviva.com) and tell Aviva:

- the format you want
- your name and address
- the code of this document, **SD11002**.

Calls may be monitored and will be recorded.

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