

Physio Essentials

Terms and conditions

Welcome to Aviva

This policy provides you with access to advice, support and treatment for muscle and joint conditions which is provided by a network of independent physiotherapists. There is no need to see your GP before you can access these services.

The goals of physiotherapy treatment are to achieve a good level of improvement in your symptoms and to try to return you to your everyday activities as they were before your injury or the onset of your symptoms.

This may not mean 100% recovery, and the best outcome may only be achieved after a period of self-management using the advice and exercises provided by your physiotherapist. The aim of the policy is to enable you to reach a level of recovery where you can be comfortable and confident to carry on with your self-management programme.

A physiotherapist will assess you over the phone and determine the best course of physiotherapy for your condition, based on your description of your symptoms. This might be either:

- virtual physiotherapy online, with phone support;
- face to face physiotherapy with one of their network of physiotherapists; or
- specialist treatment, in which case they will provide you with an electronic copy of their assessment to take to your GP to arrange a specialist consultation.

This document explains:

- what to do if you wish to claim;
- what's covered; and
- what's not covered.

Throughout this document certain words are displayed in **bold** type. These are defined terms and have specific meanings when used in this guide. The meanings are set out in the definitions section at the back of this booklet.

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Cover and benefits

Benefits	Amount	Notes
Telephone clinical assessment for pain in your back, neck, muscles or joints (musculoskeletal conditions)	Up to 5 telephone clinical assessments per member , per policy year	See telephone clinical assessment benefit term
Virtual physiotherapy for pain in your back, neck, muscles or joints (musculoskeletal conditions), with phone support	In full	If recommended by the physiotherapist during the course of the telephone clinical assessment. See virtual physiotherapy benefit term
Face to face physiotherapy for pain in your back, neck, muscles or joints (musculoskeletal conditions)	In full	If recommended by the physiotherapist during the course of the telephone clinical assessment. See physiotherapy benefit term
Online information to support good musculoskeletal health	Unlimited access at any time during the policy year	Provided by our physiotherapy providers

Benefit terms

Telephone clinical assessment

All claims will begin with a telephone clinical assessment (TCA).

A TCA is a telephone consultation between a **member** of the **policy** who wishes to claim and a **physiotherapist** from **our** physiotherapy provider. They will review **your** musculoskeletal problem and then recommend the most appropriate course of treatment. This can also be arranged as a video call where **you** can discuss **your** condition face-to-face which could help **your physiotherapist** assess **your** condition.

Each TCA call will only cover one condition or set of symptoms. If **you** wish to discuss musculoskeletal symptoms affecting different parts of **your** body, for example, **your** knee and **your** elbow, **you** will have to book a separate TCA for each condition or set of symptoms.

During the call the **physiotherapist** will provide advice to help **you** manage **your** symptoms and pain.

The **physiotherapist** will then determine whether **your** condition requires:

- **Virtual physiotherapy**

The **physiotherapist** will create a personalised programme for **you** to follow. It will include specific exercises, with clear videos demonstrating what **you** are required to do to help support and manage **your** condition as part of a tailored home exercise programme. This will all be available to **you** via **our** physiotherapy provider's portal. The **physiotherapist** will also arrange follow up calls to check on **your** progress, which again will be determined by their TCA.

- **Face to face physiotherapy**

If, in the course of the TCA the **physiotherapist** considers that it is clinically appropriate for **you** to have face to face physiotherapy they will arrange for **you** to see a **physiotherapist** from the network, local to **you**. **You** will then have a face to face assessment with that **physiotherapist** who will determine what is required to treat **your** condition.

Our physiotherapy provider will determine the duration of active treatment required in each case.

- **Specialist referral**

In the course of a TCA or in a face to face treatment session, the **physiotherapist** may decide that **your** condition cannot be managed by either virtual or face to face physiotherapy. If so they will provide **you** with a referral for **you** to take to **your GP** who may then arrange for **you** to see a specialist.

By using the services of **our** physiotherapy provider, **you** agree that they may share **your** personal and medical details with **us** for the purposes of **us** monitoring the general quality of their service standards. **We** may also use these details for **policy** administration and claims management and to help detect and prevent fraudulent activity.

Exclusions

30 day exclusion

Access to the TCA benefit is not available in the first 30 days of the first **policy year**. If **you** add another **member** to the **policy** at a subsequent renewal, that **member** will not have access to the TCA benefit in the first 30 days of the first year that they are covered by the **policy**.

Domiciliary physiotherapy

This policy does not cover domiciliary physiotherapy; that is, face to face treatment by a **physiotherapist** in the **member's** home.

Exercise equipment and appliances

This **policy** does not cover equipment or appliances recommended by the **member's physiotherapist**, for example, orthotics, TENS machines or exercise equipment.

How to claim

All claims must be made online via the Physio Essentials online portal. **We** will need to know:

- the area of the body affected; and
- the date when the **member** first experienced symptoms.

Once **we** receive this information **we** will review the claim. If the **member** has not used all of their TCAs **we** will confirm by email and provide **you** with access to **our** online booking portal, to book the assessment.

If the **physiotherapist** isn't able to contact **you** at the time booked for **your** TCA and **you** don't respond to subsequent attempts to contact **you** in order to rebook the assessment, **our** physiotherapy provider will close **your** claim and the missed TCA will be deducted from **your** TCA entitlement for that **policy year**.

You can view general online information regarding muscle and joint problems as well as back care at any time.

Conditions

Who can be a member and is there an age limit for members covered on the policy?

All those named on the **policy certificate** will be covered on the **policy**.

The **policyholder** and the **policyholder's** spouse, partner or civil partner can all be **members** provided that they are aged 18 or over.

All **policyholders** and **members** must permanently live in the **UK** which means living in the **UK** for 6 months or more of each year.

Adding members

The **policyholder** can add their spouse, partner or civil partner to the **policy** at renewal, provided they are aged 18 or over.

Members can be added at renewal via the Physio Essentials portal. Adding a **member** will increase the premiums. **We** will let the **policyholder** know what that increase will be before starting cover.

The new **member** will not have access to the telephone clinical assessment benefit in the first 30 days of the first year that they are covered by the **policy**.

A **member** cannot be insured under more than one Physio Essentials **policy** at any given time.

Policy duration and premiums

The **policy** lasts for one year. **We** will charge a premium for each **member** covered on the **policy**.

The **financial statement** in the **policy certificate** shows how much must be paid and when. **We** will let the **policyholder** know if any changes they make to the **policy** will result in the premium changing. **We** will collect premiums in advance of the date they are due. **We** will collect any premiums due unless the **policyholder** tells **us** to cancel the **policy** in time for **us** to stop collecting the payment. **We** do not pay any claims if premiums are not paid to date.

All premiums should be paid from a **UK** bank account. If the **policyholder** pays monthly, each monthly premium payment is for one month's cover. If the **policyholder** pays annually, each annual premium payment is for one year's cover. If the **policyholder** wishes to change the way they pay the premium (for example from monthly to annually) they can do this at the renewal date. If there are no changes to the **policy** during the **policy year**, any change to the premium will only take effect from the renewal date.

A **member** can be removed from the **policy** at any time. **We** will adjust the premium to reflect the change or, if the **member** was the only **member** covered on the **policy**, the **policy** will be cancelled. If a **member** is removed from the **policy**, they will not be able to reapply for cover until 12 months after the date they were removed.

Renewing the policy

The **policy** lasts for one year. If **we** still offer Physio Essentials at the end of the **policy year** **we** will automatically renew the **policy** unless the **policyholder** notifies **us** that they do not wish to do so.

We will give the **policyholder** reasonable advance notice of when the **policy** is due to renew to give them time to decide whether they want the **policy** to renew automatically.

The terms and conditions of the **policy** offered at the renewal date may be different to the terms and conditions of this **policy**. If the terms of the **policy** available at renewal are different to the terms of this **policy** **we** will let the **policyholder** know before **we** renew it for them. If the **policyholder** doesn't want to renew the **policy** on the proposed terms then they must tell **us** via the Physio Essentials portal.

We reserve the right not to offer a new Physio Essentials **policy** at the renewal date. If this happens **we** will contact the **policyholder**.

Cancelling the policy

When the **policyholder** may cancel the **policy**:

The cooling off period

The **policyholder** may cancel the **policy** for any reason within 14 days of purchasing the **policy**, or receiving the **policy** documents, whichever is sooner (this is called the 'cooling off period'). Provided no claims have been made during the cooling off period **we** will refund any premium already paid during that time.

After the cooling off period

The **policyholder** may cancel the **policy** after the cooling off period, but **we** will not refund any premiums that have been paid for cover up to the cancellation date.

If the **policyholder** has paid an annual premium, **we** will refund the premium that has been paid for the time that the **policy** is no longer in place (from the cancellation date to the end of the **policy year**).

Important note

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

The **policyholder** must take reasonable care to provide complete and accurate answers to any questions **we** ask either in an application form, over the telephone or by any other means when the **policyholder** takes out, makes changes to or renews the **policy**.

When we may cancel the policy

If the **policyholder** has not taken reasonable care to provide complete and accurate answers to the questions **we** ask (see Important note above):

- **we** may cancel the **policy** back to its original start date and refuse to pay any claim, or

- **we** may not pay any claim in full, or
- **we** may revise the premium, or
- the extent of cover may be affected.

If **we** cancel the **policy** for this reason, **we** will give at least 7 days written notice to the last known postal or email address. The **policyholder** 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 cover, unless **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

If a claim made by, or on behalf of, the **policyholder** or a **member** is in any way fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent evidence, **we** may:

- refuse to pay the claim, and
- recover any sums paid by **us** in respect of the claim.

In addition:

- where the claim is made by, or on behalf of, the **policyholder**, **we** may cancel the **policy** back to the date of the fraudulent act and keep all premiums. This will end the cover of the **policyholder** and all **members** listed on the **policy schedule**, or
- where the claim is made by, or on behalf of, a **member**, **we** may cancel that **member's** cover back to the date of the fraudulent act and keep premiums in respect of that **member's** cover. Alternatively, **we** may apply different terms (in line with reasonable underwriting practice) to that **member's** cover.

If **we** cancel the **policy** or any **member's** cover for these reasons **we** will notify the **policyholder** (and the relevant **member**) in writing by first class post or by hand to their last known address giving at least 7 days notice.

Conditions

If any premium is not paid, the **policy** will automatically be cancelled. **We** will reinstate the cover if the premium is paid within 45 days of its due date and there are no claims pending.

We will not cancel the **policy** because of eligible claims made by any **member**.

We reserve the right to close the Physio Essentials product at **your renewal date**. If this happens, **we** will contact **you** to advise **you** of **your** options.

Law

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

- the **policyholder** and **we** agree otherwise, or
- at the date of the contract, the **policyholder** is a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

If **we** decide to waive any term or condition of this **policy**, **we** may still rely on that term or condition at a later time.

Third party rights

This **policy** does not give any rights to any person other than the **policyholder** and **us**. No other person will have any rights to rely on any terms under the **policy**.

Definitions

Financial statement

The statement showing the premium payable for each **member** included on the **policy**, this is included in the **policy certificate**.

GP

A general medical practitioner included in the GP Register kept by the General Medical Council.

Member

A person named as an insured person in the **policy certificate**.

Physiotherapist

A practitioner who is:

- included in the register of the Health and Care Professions Council as a physiotherapist and
- employed by **our** physiotherapy provider, or
- belongs to **our** physiotherapy provider's network of registered physiotherapists.

Policy

Our contract of insurance with the **policyholder**, providing cover as detailed in this terms and conditions document. The application and **policy certificate** form part of the contract and must be read together with this **policy** terms and conditions document.

Policy certificate

The certificate giving details of:

- the **policyholder**, and
- **members**.

Policyholder

The person named as policyholder in the **policy certificate**.

Policy year

A period from the date the **policy** began until the day before the first renewal date or, if the **policy** has been renewed, the period from the most recent renewal date until the day before the next renewal date.

UK

The United Kingdom of Great Britain and Northern Ireland.

We/our/us

Aviva Health UK Limited who administers **your policy** on behalf of Aviva Insurance Limited, who underwrites and provides **your** contract of insurance.

You/your

A person named as an insured person in the **policy certificate**.

Use of personal information

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(s) responsible for this personal information is Aviva Insurance Limited as the insurer of the product. Additional controllers include Aviva UK Digital Limited if you took your policy out online and Aviva Health UK Limited/ your intermediary (as applicable), who are 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, handle any claims and manage any renewal;
- to support legitimate interests that we have as a business:
 - we need this to manage arrangements we have with reinsurers and 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. 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, current state of health and any existing conditions of each person included in the application. 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 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 may undertake checks against publicly available information (such as electoral roll, country court judgments, bankruptcy orders or repossession(s)). Similar checks may be made when assessing claims.

Automated decision making

We carry out automated decision making and customer profiling to decide whether we can provide insurance to you and on what terms,

deal with claims or carry out fraud checks. In particular we use an automated underwriting engine to provide a quote for this product, using the information we have collected.

On-line information

When you visit one of our websites, we may record your device information including hardware and software used, general location, when and how you interact with our websites. This information is retained and 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, your intermediary (if applicable) 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 clinicians, including hospitals, and third party case managers from whom you and others covered under your policy receive insured treatment or who manage your care or treatment pathway;
- 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

Use of personal information

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 may 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 do this in accordance with any marketing preferences you have provided to us. We may continue to do this after your policy has ended.

If you wish to amend your marketing preferences please contact us:

By phone: 01603 622200 or +44 1603 604999 (from abroad)

By email: helpdesk@aviva.co.uk

By Post: Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD

To view your choices for online advertising visit our full Privacy Policy at aviva.co.uk/privacypolicy

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.

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, 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” section 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 9NH.

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.

Further information

If you have any cause for complaint

Our aim is to provide a first class standard of service to our customers, and to do everything we can to ensure you are satisfied. However, if you ever feel we have fallen short of this standard and you have cause to make a complaint, please let us know. Our contact details are:

Aviva Health UK Ltd
Complaints Department
PO Box 540
Eastleigh
SO50 0ET

Telephone: [0800 051 7501](tel:0800 051 7501)
Email: hcqs@aviva.com

We have every reason to believe that you will be totally satisfied with your Aviva policy and with our service. It is very rare that matters cannot be resolved amicably. However, if you are still unhappy with the outcome after we have investigated it for you and you feel that there is additional information that should be considered, you should let us have that information as soon as possible so that we can review it. If you disagree with our response or if we have not replied within eight weeks, you may be able to take your case to the Financial Ombudsman Service for them to investigate. Their contact details are:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: [0300 123 9123](tel:0300 123 9123)
Email: complaint.info@financial-ombudsman.org.uk
Website: financial-ombudsman.org.uk

Please note that the Financial Ombudsman Service will only consider your complaint if you have given us the opportunity to resolve the matter first. Making a complaint to the Ombudsman will not affect your legal rights.

Clinical complaints

Clinical services or providers are not regulated by the Financial Conduct Authority (FCA) and are not subject to our complaint process set out before.

For clinical complaints relating to the conduct or competency of your specialist or the facilities at which they practise, these need to be directed to the specialist and hospital or clinic directly.

For your information, the responsibility for investigating and responding to clinical complaints is as follows:

- If your complaint is about a hospital/clinic or specialist, whether through a network or otherwise, it will be investigated in accordance with the complaints process in force at the relevant hospital/clinic, please contact the hospital directly.
- If your complaint relates to a third party clinical case manager, this will be investigated by the clinical provider who employs that case manager.
- If your complaint is about a network therapist (e.g. physiotherapist, counsellor, psychologist) this will be investigated by the independent clinical provider responsible for the therapist network.

Once you have contacted the provider who is responsible for investigating and responding to your clinical complaint, they should advise you of the full complaints process which will also include any escalation details should you require these.

While Aviva do not have a role in investigating and responding to clinical complaints, Aviva record clinical complaint volumes and investigation outcomes. If you would like to inform us of a clinical complaint outcome please contact us using the details provided before.

The Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Where you are entitled to claim, insurance advising and arranging is covered for 90% of the claim, with no upper limit.

Further information about compensation scheme arrangements is available from:

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7QU
Website: fscs.org.uk
Telephone: 0800 678 1100 or 020 7741 4100

If you have taken a product out online with Aviva and are unhappy with this product or the service you received, 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 note that the Financial Ombudsman Service will only consider your complaint if you have given us the opportunity to resolve the matter first. Making a complaint to the Ombudsman will not affect your legal rights.

Language

All documents or letters relating to this policy will be written in English.

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