

# Accidental Death Benefit Insurance Policy

## **On Receipt of Your Policy**

Please read this policy and schedule now and keep them in a safe place. Should any of the details on **your** policy schedule be incorrect, or change, please advise **us** immediately and **we** will re-issue **your** policy with the correct details.

## **Our Regulatory Status**

**We** are authorised and regulated by the Financial Services Authority (FSA). **We** are registered as Aviva Insurance Limited, Pitheavis, Perth, PH2 0NH and **our** FSA registration number is 202153. **You** may check this information and obtain further information about how the FSA protects **you** by visiting their website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

## **The 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 compensation scheme arrangements is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsocken Street, London, E1 8BN.

**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 the hours of 9am and 5pm, Monday to Friday or write to: - Aviva, PO Box 691, Amersham, Bucks, HP6 5EA.**

## Your Right to Cancel

**You** have a statutory right to cancel **your** policy during a period of 14 days after the day of purchase of the contract or the day on which **you** receive **your** policy documentation, whichever is the later. If **you** wish to do so, **you** will be entitled to a full refund of the premium paid and the policy will be cancelled back to the start date. If **you** do not exercise **your** right to cancel **your** policy, it will continue in force and **you** will be required to pay the premium. For **your** cancellation rights outside the statutory cooling off period, please see Condition 8. To exercise **your** right to cancel **your** policy, please contact **us** by writing to Aviva, PO Box 691, Amersham, Bucks, HP6 5EA or telephone 0800 158 3993.

## Definitions

The words or expressions shown below will have the following meanings wherever they appear in this policy and schedule:

### Accidental bodily injury

A bodily injury occurring during the **period of insurance**, which is the direct result of accidental, external, violent and visible means and which solely and independently of any other cause results in a claim for death of an **insured person**. This is extended to bodily injury as a direct result of exposure to the elements. This does not include any sickness, disease, bacterial or viral infection (unless this is a direct result of an **accidental bodily injury**), naturally occurring condition or degenerative process or the result of any gradually operating cause.

### Doctor

A medical practitioner, other than an **insured person** or a member of **their** family, who holds a full qualification entitling him or her to full registration with the General Medical Council.

### Insured person/their

Any person detailed in the schedule.

### Insurer/we/us/our/ourselves

Aviva Insurance Limited.

### Period of insurance

Any period for which **you** have paid and **we** have agreed to accept a premium.

### Personal representative

The executor(s) or administrator(s) of the **insured person's** estate.

### Policyholder/you/your

The person named in the schedule.

### Policyholder's partner

The marital/civil partner, or partner, who lives with the **policyholder** and shares financial responsibility (excluding business partners or associates).

## The Contract of Insurance

This policy is a contract of insurance between **you** and **us**. **Your** policy document and **your** schedule form the contract of insurance between **you** and **us**, please read them and keep them safe. In return for **you** paying **your** premium, **we** will pay the benefit(s) shown on **your** policy schedule if during the **period of insurance** any **insured person** suffers an **accidental bodily injury** which is the sole cause of and results in death within 12 months of the injury from which a claim arises. **You** must advise **us** as soon as

reasonably possible of any change that means an **insured person** is no longer eligible for cover on **your** policy. **Our** provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and clauses of this policy.

## Disappearance

If, after **we** have examined all available evidence, **we** are satisfied that the disappearance of an **insured person** can be presumed to be due to **their** death as the result of an **accidental bodily injury** **we** will pay the accidental death benefit. If, at any time after **we** have paid the benefit, the **insured person** is found to be living, the payment must be refunded to **us**.

## Exclusions

- 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:
  - 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.
  - any action taken in controlling, preventing, suppressing, or in any way relating to, (a) above.
- 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.
- We** will not pay any claim arising from a medical or surgical procedure unless the procedure was a necessity following an **accidental bodily injury**.
- We** will not pay for **accidental bodily injury** of an **insured person** resulting from:
  - their** suicide, attempted suicide or self inflicted injury, regardless of **their** state of mind at the time the incident occurs.
  - their** own act or omission, being a deliberate or reckless exposure to danger (except in an attempt to save human life).
  - flying, other than while travelling as a fare-paying passenger on a licensed aircraft.
  - the influence of, or due wholly or partly to the effect of, alcohol or drugs (other than drugs taken in accordance with the treatment prescribed and directed by a **doctor** but excluding drugs used in the treatment of drug addiction).
  - driving or riding any vehicle while the alcohol level in **their** blood is higher than the legal limit of the country in which the **accidental bodily injury** occurs.
  - participation in, attempt at, or acting as an accessory to, any crime which involves deliberate criminal intent or action.
  - serving on active duty in any Armed Force of any country or international authority (whether war is declared or not).

## Conditions

### 1. A duty to comply with the conditions

**We** will only be liable to make any payment under this policy if the **insured person** has at all times complied with the terms, conditions and endorsements of this policy.

### 2. Payment of premium

If **you** are paying monthly premiums these will be due on the date shown in **your** welcome letter and on the same date of each following month. **Your** cover is in force free of charge from the date **your** policy is issued until the first premium is due for payment provided a valid direct debit instruction has been received.

### 3. Non-payment of premium

If **you** do not pay the first premium by the due date **your** policy will be treated as if it had never started. If **you** have paid one or more premiums but then fail to pay any premium after that on the date it is due, **we** will have the right to cancel the policy from the date the premium should have been paid.

### 4. Residence

- All **insured persons** must be permanently resident within the United Kingdom, Channel Islands or Isle of Man for at least 40 weeks in any 52 week period whilst the cover is in force.
- You** must inform **us** as soon as reasonably possible of any change of residence.

### 5. Age limits

**Policyholder** - cover will cease at the end of the month before his/her 81st birthday.

**Policyholder's partner** - cover will cease at the end of the month before (i) his/her 81st birthday, (ii) the **policyholder's** 81st birthday, whichever is earlier.

### 6. Trust, Charge or Transfer

**We** will not be bound to accept or be affected by any notice of any Trust, Charge or Transfer relating to this policy.

### 7. Fraud

If any claim is in any respect fraudulent or if any fraudulent means, including inflation or exaggeration of the claim or submission of forged or falsified documents, are used to obtain benefit by the **insured person** or anyone acting on the **insured person's** behalf, all benefit under the policy shall be forfeited.

### 8. Cancellation

Following the expiry of **your** statutory cooling off period, **you** continue to have the right to cancel this policy at any time. **We** may cancel this policy by sending 45 days' notice to **your** last known address.

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

**We** can, at any time and 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** policy
- the law, regulation or taxation that affects **us** or **your** policy.

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 unless for legal, taxation or regulatory reasons.

### 10. When does your policy end?

Unless this policy is cancelled earlier by **you** or by **us your** cover will continue, as long as **you** pay the premiums, until the end of the month before **your** 81st birthday. **We** recommend that **you** review **your** cover at least on an annual basis to ensure that this policy continues to meet **your** needs.

### 11. Administration charge

**We** reserve the right to apply an administration charge of 10% of premium refunds (up to a maximum of £20) resulting from the **policyholder's** failure to inform **us** within 12 weeks of any change that means the **insured person** is no longer eligible for this cover.

## Law Applicable to this Contract

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

- you** and the **insurer** agree otherwise; or
- at the date of the contract **you** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) 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.

## Use of Language

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

## Claim Notification and Settlement

Written notice of any event likely to give rise to a claim should be submitted to Aviva, PO Box 691, Amersham, Bucks, HP6 5EA as soon as reasonably possible. Please quote the policy number when writing.

**We** will only pay the benefit if any medical certificates and other evidence which **we** may require are provided on request at no expense to **ourselves**.

**We** will only pay the benefit to the **insured person's** personal representative.

**We** reserve the right to repudiate a claim where **we** are not satisfied with the evidence available to validate either a) the identity of the deceased or b) the circumstances of death.

On payment of the benefit for any **insured person** our liability in respect of that person will cease.

## 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 within 2 working days.
- **We** aim to resolve complaints, following assessment and investigation, 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 should you be dissatisfied:

If **you** are dissatisfied with any aspect of the handling of **your** insurance **we** would encourage **you**, in the first instance, to seek resolution by contacting **us**. **You** can write to **us** at Aviva, PO Box 691, Amersham, Bucks, HP6 5EA or telephone **us**.

If **your** complaint is about a claim please call 0800 051 5175.

If **your** complaint is about anything else please call 0800 158 3993.

**Our** opening hours are between 9am and 5pm, Monday to Friday. For our joint protection calls may be recorded and/or monitored.

If **you** remain unhappy with the decision **you** receive, **you** may write to the Chief Executive UK Insurance, Aviva, 8 Surrey Street, Norwich, NR1 3NG giving **us** the policy or claim number in any correspondence. If **you** are dissatisfied with **our** final decision (from the Chief Executive Officer), **you** can refer the matter to the Financial Ombudsman Service (FOS). Full contact details of both **our** Chief Executive and the FOS will be provided when **we** write in response to **your** complaint. Whilst **we** are bound by the decision of the FOS, **you** are not. Following this complaints procedure does not affect **your** right to take legal action.

### We can also provide the following insurance cover:

Accidental Disability Insurance

Hospital Cash Plan

Family Personal Accident Plan

Tots to Teens Children's Protection Plan

Please call **us** on **0800 158 3993** to find out more.

(For our joint protection calls may be recorded and/or monitored.)

