

Individual Solutions



**Personal accident
Policy Wording**

Contents

Introduction	1
Contract of Insurance	1
Important Information	2
Complaints Procedure	4
Contact details for claims and help	5
Policy Definitions	6
Personal Accident Section	8
Policy Conditions	9
Policy Exclusions	11

Introduction

Welcome to Aviva. **We** are committed to providing a first-class service. Aviva is the UK's largest insurer with over 200 years' experience in the insurance industry.

This Personal Accident insurance policy sets out the insurance protection in detail.

Your premium has been calculated on the basis of the extent of cover **You** have selected which is specified in the **Schedule**, the information **You** have provided and the declaration **You** have made. Please read the policy and the **Schedule** carefully to ensure that the cover meets **Your** requirements.

Please contact **Your** insurance adviser if **You** have any questions or if **You** wish to make adjustments.

This policy consists of individual sections. **You** should read this policy in conjunction with the **Schedule** which confirms the sections **You** are insured under and gives precise details of the extent of **Your** insurance protection.

Complaints Procedure

Important Information

The Contract of Insurance

Policy Definitions

Personal Accident Section

Policy Conditions

Policy Exceptions

The Contract of Insurance

The policy, the information **You** have provided and/or the application form, the declaration made by **You** and the **Schedule** should be read together and form the contract of insurance between **You**, the **Policyholder** and **Us**, Aviva.

In return for **You** having paid or agreed to pay the premium for the **Period of Insurance**, **We** will indemnify **You** by payment or, at **Our** option, by reinstatement or repair, in respect of loss, liability, destruction, damage, accident or injury, to the extent of and subject to the terms contained in or endorsed on the policy.

Important

This policy is a legal contract. **You** must tell **Us** about any facts or changes which affect this insurance and which have occurred either since the policy started or since the last renewal date.

If **You** are not sure whether certain facts are relevant, please ask **Your** insurance adviser or local Aviva office. If **You** do not tell **Us** about relevant changes, the policy may not be valid or the policy may not cover **You** fully.

You should keep a written record (including copies of letters) of any information **You** give **Us** or **Your** insurance adviser when **You** renew this policy.

Important Information

Choice of Law

The appropriate law as set out below will apply unless **We** agree with **You** otherwise.

1. The law applying in that part of the **United Kingdom**, Channel Islands or Isle of Man in which **You** normally live
or
2. In the case of a business, the law applying in that part of the **United Kingdom**, Channel Islands or Isle of Man where **You** have **Your** principal place of business
or
3. Should neither of the above be applicable, the law of England and Wales.

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
7th floor Lloyds Chambers
Portsocken Street
London
E1 8BN

Use of Language

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

Customers with Disabilities

This policy and associated documentation are available in large print, audio and Braille. If **You** require any of these formats, please contact **Your** insurance adviser.

Important Information

Data Protection Act – Information Uses

For the purposes of the Data Protection Act 1998, the Data Controllers in relation to any personal data **You** supply is Aviva Insurance Limited.

Insurance Administration

Information **You** have supplied may be used for the purposes of insurance administration by **Us**, its associated companies and agents, by reinsurers and **Your** intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing of **Our** compliance with any regulatory rules/codes. **Your** information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. In assessing any claims made, **We** or **Our** agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy orders or repossessions). Information may also be shared with other insurers either directly or via those acting for the **Us** (such as loss adjusters or investigators).

With limited exceptions, and on payment of the appropriate fee, **You** have the right to access and if necessary rectify information held.

Sensitive Data

In order to assess the terms of the insurance contract or administer claims that arise, **We** may need to collect data that the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this application **You** will signify **Your** consent to such information being processed by **Us** or its agents.

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;
- 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** and other organisations may also search these agencies and databases to:
 - Help make decisions about the provision and administration of insurance, credit and related services for **You** and members of **Your** household;
 - Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** accounts or insurance policies;
 - Check **Your** identity to prevent money laundering, unless **You** furnish **Us** with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

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

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 feedback from **You**. **We** will record and analyse the comments to make sure **We** continually improve the service **We** offer.

What will happen if You complain?

We will acknowledge a complaint from **You** within two working days.

We aim to resolve complaints following assessment and investigation with 5 working days of receipt.

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 the insurance, **We** would encourage **You**, in the first instance, to seek resolution by contacting **Your** insurance adviser. **You** can write or telephone, whichever suits **You** and ask **Your** contact to review the problem.

If **You** remain unhappy with the decision **You** receive, **You** may write to

Chief Executive UK Insurance
Aviva
8 Surrey Street
Norwich
NR1 3NS

Or e-mail details of your complaint to

ukgiceo@aviva.co.uk

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 the FOS will be provided when **We** write in response to the complaint.

Whilst **We** are bound by the decision of the FOS, **You** are not. Following the complaints procedure does not affect **Your** right to take legal action.

Contact details for claims and help

Claims Service

0800 051 6583

Postal Address:

Group Personal Accident Claims
Aviva
2-10 Albert Square
Manchester
M60 8AD

Email Mailbox: gpaclaims@aviva.co.uk

Our line operates 9am to 5pm, Monday to Friday.
Please have your policy number to hand when calling. For our joint protection telephone calls may be recorded and/or monitored. When **We** know about the problem, **We** will start to put the solutions in place.

Legal and Tax Helpline

0845 300 1899

Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. Given in confidence, the advice is free and you pay for just the cost of the call.

Policy Definitions

Each time **We** use one of the words or phrases listed below, it will have the same meaning wherever it appears in the policy, **Schedule** or endorsements. A defined word or phrase will appear **bold** each time it appears.

Accident/Accidental

Shall mean a sudden violent external unforeseen and identifiable event.

Accidental Bodily Injury

(a) Injury caused by **Accidental** and/or violent means
(b) Injury resulting from **Exposure** occurring within 12 months from the date of such **Accident** or **Exposure**.

Benefit Period

The total period, after the expiry of any **Excess Period** stated in the **Schedule**, for which **We** will pay benefits to **You** for **Temporary Total Disablement** and/or **Temporary Partial Disablement** in respect of any one **Accident**.

Capital Benefits

Capital Benefits shall include **Loss of Hearing, Loss of Limb, Loss of Sight, Loss of Speech, Loss of Internal Organ** and **Permanent Total Disablement**.

Country of Residence

The country in which **You** have **Your** permanent home or in which **You** ordinarily reside.

Excess Period

The number of calendar days at the commencement of each and every period of **Temporary Total Disablement** and/or **Temporary Partial Disablement** for which benefit is not payable.

Exposure

Death and/or injury to **You** as a direct result of exposure to the elements shall be deemed to have been caused by **Accidental Bodily Injury**.

Hospital

Any establishment which is registered or licensed as a full time facility for surgical and medical diagnosis and treatment of injured and sick persons by and under the supervision of a **Qualified Medical Practitioner** continuously providing a 24 hours a day nursing service supervised by State Registered Nurses or nurses with equivalent qualifications and is not primarily a mental institution or a place of rest for the aged, for drug addicts or alcoholics.

Loss of Hearing

Total and permanent loss of hearing in one or both ears to the extent that the hearing loss is greater than 95 decibels across all frequencies using a pure tone audiogram.

Loss of Internal Organ

Total and permanent:

- (1) loss by removal
or
- (2) effective loss of use of one lung or one kidney, the spleen or the liver.

Loss of Limb

Shall mean in respect of

- (1) an arm – physical severance of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand) and/or
 - (2) a leg – physical severance at or above the level of the ankle (talo-tibial joint)
- and shall also mean permanent total loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand), or leg at or above the level of the ankle (talo-tibial joint).

Loss of Sight

Loss of Sight shall mean total and permanent loss of sight, which shall be deemed to have occurred

- (1) in both eyes when **Your** name has been added to the register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
- (2) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means **You** are only able to see at 3 feet that which they should normally be able to see at 60 feet) and **We** are satisfied that the condition is permanent and without expectation of recovery.

Loss of Speech

Total and permanent loss of speech.

Occupation

Activities directly connected with the occupation described in the **Schedule**.

Operative Time

The period of time for which **We** will cover **You** as specified in the **Schedule**.

Period of Insurance

From the effective date until the expiry date shown in the **Schedule** and any subsequent period for which **We** accept payment for renewal of this policy.

Permanent Total Disablement

Any permanent disablement other than

- (a) **Loss of Hearing**
- (b) **Loss of Limb**
- (c) **Loss of Sight**
- (d) **Loss of Speech**
- (e) **Loss of Internal Organ**

which lasts without interruption for more than 12 months from the date of **Accident** and in all probability shall continue for the remainder of the **Your** life that will prevent **You** from engaging in or giving attention to:

- (i) **Your Usual Occupation** if in gainful employment;
- (ii) business profession or occupation of any and every kind if **You** are not in gainful employment;
- (iii) business schooling profession or occupation of any and every kind if **You** are under 16 years of age or under 18 years of age and in full time education.

Qualified Medical Practitioner

A doctor or specialist who is registered or licensed to practise medicine under the laws of the country they practise in other than **You**, **Your** partner or a member of **Your** immediate family.

Rehabilitation Expenses

The reasonable expenses necessarily incurred in engaging professional rehabilitation advice and assistance to retrain **You**.

Salary

Your wages / salary, including overtime, commission or bonus payments, received in the 12 months immediately preceding the date of **Accident** (all prior to deductions) or if **You** are weekly paid 52 times **Your Weekly Wage** immediately preceding the date of **Accident** (all prior to deductions).

Temporary Partial Disablement

Disablement which prevents **You** from engaging in or attending to a substantial part of **Your Usual Occupation**.

Temporary Total Disablement

Disablement which entirely prevents **You** from engaging in or attending to **Your Usual Occupation**.

Schedule

The document which specifies details of the **Policyholder**, the **Operative Time**, Endorsements and Conditions applying to the policy.

Sickness

Any disease, medical complaint or medical condition which is not **Accidental Bodily Injury**.

United Kingdom

For the purposes of this policy means England, Scotland, Wales and Northern Ireland.

Usual Occupation

The tasks, duties and other functions, which **You** normally performs in connection with **Your** occupation.

Weekly Wage

The average gross weekly wage (or in the case of salaried 1/52nd of **Your Salary**) normally paid to **You** as a wage or salary for services (including overtime, commission or bonus payments) prior to all deductions paid in the 12 week period (or any shorter period if **You** have been employed for less than 12 weeks) before the date of commencement of the period of **Temporary Total Disablement** or **Temporary Partial Disablement**.

War

War, invasion, act of a 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.

We/Us/Our

Aviva Insurance Limited.

You/Your/Policyholder

The person, named in the **Schedule** as the Policyholder.

Personal Accident

Cover

We will pay **You** the sum insured shown in the **Schedule** for **Accidental Bodily Injury** occurring to **You** during the **Period of Insurance** which within 24 months of the date of the **Accident** solely directly and independently of any other cause results in any of the benefits listed below

- Death
- **Capital Benefits**
- **Temporary Total Disablement**
- **Temporary Partial Disablement**

The amount payable to **You** shall be the amount as stated in the **Schedule**.

Extensions

Coma Benefit

In the event that **You** sustain **Accidental Bodily Injury** during the **Operative Time** which results in a continuous unconscious state **We** will pay **You** an additional sum of £50 per day for each day of continuous unconsciousness up to a maximum of 365 days.

Disappearance

If **You** have been missing for a period of 180 consecutive days and there is sufficient evidence to support the conclusion that death has been caused by **Accidental Bodily Injury**, **You** will be presumed to have died. However **You** will be required to repay any benefit if **You** are found to have been alive or is found alive.

Funeral Expenses

In the event of the **Accidental** death of **You** during the **Operative Time** and the payment of a death benefit under this policy **We** will indemnify **Your** estate for the reasonable costs of a funeral up to a maximum payment of £10,000.

Hospitalisation

In the event that **You** are admitted as a **Hospital** in-patient as a result of **Accidental Bodily Injury** occurring during the **Operative Time**, **We** will pay **You** £50 for each complete 24 hour period that **You** spend as an in-patient, up to a maximum of 365 days.

Medical Expenses

If **You** sustain **Accidental Bodily Injury** which results in **You** incurring ambulance charges or Medical Expenses as an inpatient in a Hospital or nursing home **We** will indemnify **You** for up to 15% of the amount payable for a valid death and /or **Capital Benefits** claim or up to 30% of the amount payable for a valid **Temporary Total Disablement** and/or **Temporary Partial Disablement** Benefits claim subject to a maximum payment of £15,000.

Rehabilitation Expenses

In the event of a valid claim being paid for **Permanent Total Disablement** or **Loss of Limb(s)** or **Loss of Sight** **We** will indemnify **You** for all reasonable expenses incurred in retraining for either, an alternative occupation or in order to improve the quality of **Your** life, up to a maximum of £15,000.

Policy Conditions

All of the following Policy Conditions apply to each Section of the policy.

Benefit Limits

(1) Payment of Benefit

We will not pay under more than one of the benefits listed below in connection with the same **Accident** for **You**

- Death
- **Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing**
- **Permanent Total Disablement.**

After payment has been made for

- Death
- **Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing**
- **Permanent Total Disablement**

no further payments shall be made by **Us** in respect of **You** during the current **Period of Insurance**.

(2) Payment of Permanent Total Disablement

Benefit in respect of **Permanent Total Disablement** will be payable after the expiry of 52 consecutive weeks disablement and on certification that disablement is permanent and without expectation of recovery by a medical examiner appointed by **Us**.

(3) Payment of Temporary Total Disablement and/or Temporary Partial Disablement

(a) Payment of benefit for **Temporary Total Disablement** and/or **Temporary Partial Disablement** shall not preclude entitlement to any other benefit but shall cease immediately following payment of

- Death
- **Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing**
- **Permanent Total Disablement.**

(b) Payment benefit for **Temporary Total Disablement** and/or **Temporary Partial Disablement** will be paid at 4 weekly intervals in arrears commencing after the expiry of the **Excess Period**.

(c) In respect of any one **Accident** benefit will not be payable in respect of **Temporary Total Disablement** and/or **Temporary Partial Disablement** for longer than the **Benefit Period** shown in the **Schedule**.

(4) Maximum Weekly Benefit

The maximum **Weekly Wage** payable for

- Temporary Total Disablement will not exceed 65%
- Temporary Partial Disablement will not exceed 32.5%

of **Your** normal **Weekly Wage**.

It is the duty of **You** to inform **Us** if any claim payment does exceed these limits. Payment will be proportionately reduced until these limits are not exceeded.

(5) Maximum Benefit

The maximum amount shown in the **Schedule** payable to **You** for all **Accidental Bodily Injury** arising from any one **Accident**.

(6) Minors

If **You** are under the age of 16 at the date of the **Accident** giving rise to a claim

- (a) The maximum amount payable for death will be £10,000 or the sums insured shown in the **Schedule** whichever is less.
- (b) No benefit will be payable for **Temporary Total Disablement** or **Temporary Partial Disablement**.

Alteration of Risk

If

- (a) there has been any alteration to **Your Occupation** or pursuits after the effective date of this insurance which increases the risk of loss, liability, destruction, damage, accident or injury
or
- (b) **Your** interest ceases except by will or operation of law
We will at **Our** option avoid the policy from the date of such alteration or when **Your** interest ceases, unless **We** accept the alteration.

Assignment

You may not assign the benefits under this policy. **We** shall not be bound to accept or be affected by any notice of any trust charge lien purported assignment or other dealing with or relating to this policy.

Cancellation

We reserve the right to retain the annual **Premium** where claims have occurred in the **Period of Insurance** when cancellation takes place.

(a) **You** have the statutory right to cancel **Your** policy within 14 days from the day of purchase or renewal of the policy or the day on which **You** receive **Your** policy or renewal documentation, whichever is the later. If **You** wish to do so, **You** will be entitled to a full refund of the premium paid provided there has been no claim or incident likely to give rise to a claim.

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.

Following the expiry of **Your** statutory cooling off period, **You** continue to have the right to cancel **Your** policy at any time by contacting **Us**. **You** will be entitled to a refund of the premium paid, subject to a deduction for the time cover has been provided. This will be calculated on a pro-rata basis for the period **We** provided cover and there will also be an additional charge of up to £25.00 (subject to Insurance Premium Tax where applicable) to cover the administrative cost of providing the policy.

(b) **We** may also cancel this policy at any time by sending not less than 30 days' notice in writing to **Your** last known address.

If the policy is cancelled under (b) above, **We** will refund part of the premium for the unexpired period, which will be calculated on **Our**, then current, short period rating basis, and provided that there have been no

- (i) claim(s) made under the policy for which **We** have made a payment
- (ii) claim(s) made under the policy which are still under consideration
- (iii) incident(s) which **You** are aware of and which are likely to give rise to a claim which has yet to be reported to **Us**

during the current **Period of Insurance**.

- (c) **We** will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by **Us** to **Your** last known address.

Claims Procedure

If in relation to any claim **You** have failed to fulfil any of the following conditions, **You** will lose the right to indemnity or payment for that claim. **You** must

- (a) tell **Us** as soon as practicable of any event or occurrence which may result in a claim and in any event no later than 60 days after the occurrence of such event
- (b) as soon as practicable and at **Your** expense, provide **Us** with a written claim containing as much information as possible of the loss, destruction, damage, accident or injury, including the amount of the claim
- (c) provide **Us** at **Your** own expense with all certificates information and evidence reasonably required by **Us** and in the form and of such nature as **We** may prescribe
- (d) immediately pass to **Us** unanswered, all communications from third parties in relation to any event which may result in a claim under this policy
- (e) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without **Our** written agreement
- (f) submit to medical examination at **Our** request in respect of any alleged **Accidental Bodily Injury** where **We** shall pay the fee
- (g) as soon as possible after the occurrence of any **Accidental Bodily Injury** obtain and follow the advice of a **Qualified Medical Practitioner**.

We shall not be liable for any consequences arising due to **Your** failure to obtain and follow such advice and use such appliance or remedies as may be prescribed.

In the case of death **We** shall be entitled to have a post-mortem examination at **Our** own expense.

Contribution

If at the time of an event giving rise to a claim there is any other insurance policy in force in **Your** name which covers **You** for the same expense loss or liability **We** will only pay a proportion of the claim being determined by reference to the cover provided by each of the relevant policies with the exception of Personal Accident benefits which will be payable in full.

Fraud

- (a) If a claim made by **You** or anyone acting on **Your** behalf, or any person claiming to be indemnified, is fraudulent or exaggerated, whether ultimately material or not
or
- (b) (i) if a false declaration or statement is made
(ii) if a fraudulent device is used
in support of a claim

We may at **Our** option

- (i) avoid the policy from the inception of this insurance
or
- (ii) cancel the policy from the date of the claim or alleged claim and repudiate the claim
or
- (iii) repudiate the claim.

Identification

The policy and the **Schedule** will be read as one contract. A particular word or phrase which is not defined in **Bold** will have its ordinary meaning.

Interest

We will not pay interest on any claim payable.

Non Disclosure, Misrepresentation or Misdescription

We will void this policy if there has been any misrepresentation, misdescription or failure to disclose any material fact by **You** or anyone acting for **You**.

Policy Age Limit

Unless otherwise agreed by **Us** and specifically noted in this policy no person over the age of 75 will be covered by this policy.

Reasonable Precautions

You must take all reasonable precautions to prevent

- (a) loss, destruction or damage to the property insured
 - (b) accident or injury to any person or loss or destruction of, or damage to, **Your** property
- and must comply with all legal requirements and safety regulations in a lawful manner.

Subjectivity

At the inception of or during each **Period of Insurance**, the insurance provided by this policy may be subject to **You**

- (a) providing **Us** with any additional information.
- (b) completing any actions agreed between **You** and **Us**.
- (c) allowing **Us** to complete any actions agreed between **You** and **Us**.

If this is the case, then the **Schedule** will clearly state the information required and the dates **We** require such information by.

Upon completion of these requirements (or if they are not completed by the required dates) **We** may, at **Our** option

- (i) modify **Your** premium.
- (ii) amend the terms and conditions of this policy.
- (iii) exercise **Our** right to cancel the policy under Policy Condition (5) Cancellation.
- (iv) leave the policy terms, conditions, and premium unaltered.

The Contracts (Rights of Third Parties) Act 1999

Except for **You**, a person who is not a party to this Policy may not benefit from it or enforce any of its terms. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Policy.

Policy Exclusions

This Part of the policy provides details of all Exclusions. Exclusions applicable to all sections of the policy are listed first, followed by Exclusions applicable to each individual section of the policy.

This policy does not cover

- (1) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event.
 - a. **War in Your Country of Residence** or secondment
 - b. any action taken in controlling, preventing, suppressing or in any way relating to 1a above

The above exclusion shall be inoperative in the event of **War** being declared whilst **You** are actually engaged on a journey abroad.

- (2) **You** engaging in any kind of flying other than as a passenger.
- (3) **You** being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service.
- (4) **You** committing or attempting to commit suicide or intentionally inflicting self injury.
- (5) **Your** own criminal act.
- (6) **You** being in a state of insanity.
- (7) any claim incurred in any country destination or region in respect of which the advice of the British Government or the government of **Your Country of Residence** (if different) at the time the trip was booked was "against all travel to".
- (8) **Accidental Bodily Injury** directly or indirectly caused by **You** suffering from:
 - (i) any gradually operating cause
 - (ii) any naturally occurring condition or degenerative process
 - (iii) **Sickness** or disease (unless resulting directly from **Accidental Bodily Injury**).