

YourLife Plan Income Protection

Cover Details



Individual Protection

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Welcome to Aviva

Thanks for choosing Income Protection from Aviva

Income protection is designed to pay you a monthly income if you're too ill to work.

Who are we?

We're Aviva Protection UK Limited (Aviva for short). We specialise in insurance in the UK that helps people experiencing tough times in life — such as life insurance, critical illness and income protection cover.



How to use this document

The purpose of this document is to explain how Income Protection works - it gives you all the terms and conditions of the cover.

Please read this document carefully and keep it in a safe place in case you need to make a claim.

There are three important documents to keep safe together, as they form your policy with us:

- the Cover Details (this document)
- the Cover Summary (a personalised summary of your cover), and
- the Application Details (the answers you gave when you applied for the cover)

You'll find these in your policy pack when you took out your cover.

If there's anything that isn't clear about the insurance you've purchased from us or if you have any questions, please speak to your financial adviser or contact us.

The language we use in the Cover Details


'We', 'us' or 'our' means Aviva Protection UK Limited. 'You' or 'your' means the person covered or, where appropriate, anyone legally entitled to the policy payout - unless a different meaning is given in a particular paragraph of this document.

Some of the words in this document are **bold**. These are words that we provide an extra definition of. They're all explained in section 4.



How to contact us

Call us on:

 0345 600 6820

If calling from outside the UK, please call: +44 1737 441 820

Email us at: enquiries@protection.aviva.com

Write to us at:

Aviva Protection UK Limited, PO Box 12010, Harlow CM20 9LG

We're open Monday to Thursday, 8.30am to 6pm and Friday, 8.30am to 5.30pm, except bank holidays.

Please note these opening hours are UK local time. To make sure we have an accurate record of the instructions, we may record or monitor phone calls.

For more information visit **protection.aviva.com**

Need this in a different format?

Please get in touch if you'd prefer this brochure (**EDCO1062**) in large font, braille, or as audio.

Section 1

The cover

Income Protection is a type of insurance which provides you with a regular **monthly benefit** if you're unable to **work** and your earnings fall because of illness or injury — we call this becoming **incapacitated**.

Incapacitated means that you're too ill or injured to **work**. It depends on whether you're in paid **work** and what kind of **work** you do.

It can also pay a **monthly benefit** if you're not in paid **work** but because of illness or injury, you can't carry out normal **work tasks** (we sometimes refer to these as **daily activities**).

We'll help you with services or advice that could help keep you healthy and help you return to **work** sooner.

There are some specific features for specialised professions – dentists, doctors, surgeons and teachers – you can find these in section 1.9.

1.1 Who can take out Income Protection?

At the time you apply for this cover, you must:

- Be in the **UK, Channel Islands**, Isle of Man or Gibraltar with a legal right to live in that jurisdiction, and
- Consider your main home as being in the **UK, Channel Islands**, Isle of Man or Gibraltar and have no current intention of moving anywhere else permanently.

You'll also need to be registered for at least 2 years with a **UK, Channel Islands**, Isle of Man or Gibraltar doctor.

You need to tell us if you move out of the **UK**, the **Channel Islands**, Isle of Man or Gibraltar, 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.



1.2 When we'll pay a benefit

When we'll pay a **benefit** depends on what's shown in the **Cover Summary** and your circumstances.

We'll pay a **benefit** in three circumstances:

1. If you're **incapacitated**

We'll pay a **monthly benefit** if you're **incapacitated** and meet the definition of **incapacitated** that applies to you.

This definition will be one of:

- **own occupation**, and
- **work tasks** (also known as **daily activities**).

Your **Cover Summary** shows which definition applied to you when you took out your **cover**. If your circumstances change, a different definition may apply when you claim.

For more information, check out our definition of **incapacitated** in section 4.

To confirm that you're **incapacitated**, we may ask you to be examined by a doctor or health specialist of our choice. We may also ask for any other reasonable evidence we need to consider the claim.

You need to be **incapacitated** for a continuous period that is longer than the **deferred period** (a **deferred period** is how long you need to wait before you receive your **benefit** — see section 4 for the full definition).

You chose a **deferred period** of 4, 8, 13, 26 or 52 weeks when you took out your **cover**. You also chose a **limited payment term** or **full payment term**.

If you return to **work** after we've been paying a **monthly benefit**, and you then need to make another claim within 52 weeks, there's no **deferred period** if:

- the claim has the same cause as the original claim, and
- you contact us within two weeks of stopping **work** again.

If you selected a **limited payment term** and the **monthly benefit** has not been paid for the full 24 months, the months remaining will be used for this claim.

If you've fully used your **limited payment term**, before you can make another claim, you'll first have to have fully returned to **work** for at least 26 consecutive weeks, and a new **deferred period** and a new **limited payment term** will then apply. The requirement to fully return to **work** for 26 consecutive weeks won't apply if your further claim is wholly different from and unconnected to any previous cause or **related cause** of claim.

We'll only pay one Income Protection claim at a time, although it may be possible to start a new **deferred period** during a claim if you have a new incapacity that is wholly different and unconnected from your initial cause of claim.

2. If you're **incapacitated** and need services or advice to help improve or maintain your health to get you back to **work**

If you're **incapacitated** and in the receipt of a **monthly benefit**, we may help you pay for services that could improve or maintain your health and help you return to **work**. What services might help you will depend on your situation. Examples might include physiotherapy or counselling.

We need to approve the services you want to spend the money on and agree the costs before they are incurred. Whether we approve the services depends on your situation and the advice of your doctor.

There's no **deferred period** for this **benefit**. This means we'll refund the costs as soon as we've received the receipts for the services that we agreed.

For each potentially valid claim, we'll pay up to three times the value of the **monthly benefit** payment to help you improve or maintain your health and return to **work**. Please remember that if we pay this **benefit**, it doesn't necessarily mean we'll continue to pay or approve a future or related claim for **monthly benefit** payments.

We'll pay this **benefit** in addition to any other **benefit**.

3. If you're **incapacitated** and spend more than six nights in **hospital** during the **deferred period**

Once you've spent six consecutive nights in **hospital** and you meet the definition of **incapacitated**, we'll pay £100 for each subsequent night, during the **deferred period** only. We'll pay up to a maximum of 90 nights during the **term of the cover**, for each night you spend in **hospital** as a patient and receive treatment overseen by an attending **consultant**.

We'll pay the hospitalisation **benefit** in addition to any other **benefit**.

1.3 How much we'll pay

This depends on:

- the nature of the claim
- whether you're in **work** when you make a claim and, if so, what your **income** is, and
- how **incapacitated** you are.

To calculate how much we pay, we'll:

- work out the **monthly benefit** you'd receive based on your current **income**
- compare this to your current **monthly benefit**, which is the **monthly benefit** that's shown on your **Cover Summary**, including any changes made since you've taken out your **cover**
- apply the **income** replacement guarantee if you're eligible, and
- deduct any **continuing income**.

The **monthly benefit** can't exceed £20,833. This also applies if you've chosen an increasing **monthly benefit**.

What we'll pay in different circumstances are listed below.

1. If you're in paid **work**

When you claim, your **monthly benefit** is calculated based on your **income** immediately before you became **incapacitated**, not your **income** at the start of your **cover**. This could mean that if your **income** goes down, you may not receive the current **monthly benefit**.

If you meet your definition of **incapacitated**, we'll pay the lower of:

- the current **monthly benefit**, or
- an **income** replacement based on a calculation of 60% of the first £60,000 of your pre-tax annual **income**, plus 50% of anything above this.

If, when you make a claim, our **income** replacement calculation results in an amount lower than the current **monthly benefit** and you were working at least 25 hours per week (16 hours for **self-employed** people) immediately before you became **incapacitated**, our **income** replacement guarantee means that:

- If your current **monthly benefit** is greater than £1,500 and the **income** replacement calculation based on your **income** before you became **incapacitated** is less than £1,500, we'll pay £1,500.
- If your current **monthly benefit** is equal to £1,500 or less, we'll pay your current **monthly benefit**.

If you're a dentist, doctor or surgeon, we have a different **income** replacement guarantee. Go to section 1.9 to find out more.

Any **continuing income** you receive will be deducted from the **monthly benefit** payment amount we pay.

Any **income** received from **State Benefits** won't affect what we pay.

2. If you're not in paid **work**

If you meet our **work tasks** definition of **incapacitated**, we'll pay the lower of:

- The current **monthly benefit**, or
- £1,667 a month.

If you don't meet our **work tasks** definition of **incapacitated**, we won't pay anything.

3. If you return to **work**

If you still meet our definition of **incapacitated**, but return to a different **occupation** or your **own occupation** for less money (because of restricted duties or reduced hours), we'll pay a reduced **monthly benefit** until your **income** is equal to or greater than it was when you stopped **work**.

To work out the reduced **monthly benefit** we'll pay you, we use the following formula:

(your **income** when you stopped working minus
your new **income**)

multiplied by

(the original **monthly benefit** we paid you divided by your
income when you stopped working)

For example, if you:

- earned £1,000 a month before you had to give up **work**
- then went back to **work** for £500 a month, and
- received £600 a month from income protection, we would pay:

$(£1,000 - £500) \times (£600 \div £1,000) = £300$ a month

We'll need evidence of your new **income**. If your new **income** varies, the amount of **benefit** we pay will also vary in line with the above formula.

We'll also need to see medical evidence to show you're still **incapacitated** to continue paying a reduced **monthly benefit**.

1.4 When we'll stop benefit payments

If you're **incapacitated**, we'll continue to pay a **benefit** until the earliest of the following happens to you:

- you no longer meet the definition of **incapacitated** that applied when you first claimed
- you return to **work** and your monthly **income** is more than your monthly **income** before the claim
- your **cover** ends, or
- you die.

If you selected a **limited payment term**, we'll pay the **monthly benefit** for a maximum of 24 months. When you come to the end of **the limited payment term** or you're no longer **incapacitated**, whichever happens first, we'll stop paying the **monthly benefit**.

However, your **cover** will continue and you'll start paying **premiums** again.

If you're travelling outside an **eligible country** when you became **incapacitated**, we'll only pay you for up to 26 weeks (after your **deferred period**), so you'll need to return to an **eligible country** to continue getting your **benefit**.

1.5 What we'll base benefit payments on

The amount of the **monthly benefit** can change during the **term of the cover**. How it changes is shown in the **Cover Summary**.

If you've chosen a level **monthly benefit**, we'll base **benefit** payments on the amount shown in the **Cover Summary**.

If you've chosen an annually increasing **monthly benefit**, we'll base **benefit** payments on the amount shown in the **Cover Summary**. Each year, on the anniversary of when the **cover** started, the amount of the **monthly benefit** will increase in line with the **Retail Prices Index (RPI)**, up to a maximum annual increase of 10%.

We'll write to you each year to tell you the new **monthly benefit** and the new **premium** that you'll be paying.

1.6 When we won't pay a benefit

We won't pay a **benefit** if any of the following apply:

- you or your personal representatives don't give us medical or other evidence that we ask for
- you don't meet the criteria for our definition of **incapacitated**
- the claim is caused by something that we've specifically excluded from this **cover** – this will be shown in the **Cover Summary**
- you're not living in an **eligible country** (this is explained in section 2.4)
- we find you've given us inaccurate, incomplete or false information on the application which would have affected our decision to offer you this **cover**, or would have led us to offer it with different conditions, or
- the **cover** is no longer **active**.

It's really important that you take sufficient care to provide us with information that's true, accurate and complete. If any of the information given to us is fraudulent, deliberately misleading or untrue, incomplete or inaccurate:

- the **cover** will be cancelled
- we won't pay any **benefit**
- any **benefit** that has already been paid under the **cover** must immediately be repaid to us, and
- any **premium** payments made for the **cover** won't be returned.

If you provide us with untrue, incomplete, or inaccurate information through you not taking sufficient care, we may amend your **cover** to reflect the true, complete and accurate information had it been provided by you when you applied for the **cover**. We're entitled to do the following:

- If we wouldn't have offered you the **cover**, we'll cancel the **cover** and refund any **premiums** you've already made.

- If we would have offered different terms and conditions for the **cover** (other than your **premiums**), we'll change the terms and conditions and treat the **cover** as having had the different terms and conditions from the start of **cover**.
- If we would have offered the **cover** with higher **premiums** from you, we may reduce the **benefit** to reflect the higher **premiums** that would have applied. In these circumstances, we'll use this formula: $\text{New benefit} = \frac{\text{existing premiums} \times \text{original benefit}}{\text{higher premiums}}$.

We won't pay a **benefit** to help you return to **work** if any of the following apply:

- our Consultant Medical Officer doesn't agree that the services you want to spend the money on will help you return to **work**, or
- you don't submit receipts for the services for the approved amount.

1.7 Waiver of Premium

We'll always waive Income Protection **premiums** if you're **incapacitated** and we're paying a **monthly benefit** for Income Protection.

How much we'll waive

If you have other policies with us such as life insurance or critical illness cover, and you become **incapacitated** or receive Income Protection **benefit**, we'll only waive the **premiums** where Waiver of Premium is included on those other policies. This could mean that the total of all **premiums** is reduced rather than stopped.

When we'll stop waiving premiums

We'll stop waiving **premiums** when we stop paying a **monthly benefit** for Income Protection.

While we're waiving a **premium**, we can ask you to see a doctor or health specialist of our choice, to help us confirm whether you still meet the definition of **incapacitated** that applies to you.

When we won't waive premiums

We won't waive **premiums** if we're not able to pay a **benefit**, as described in section 1.6.

We also won't waive **premiums** during the **deferred period**.

1.8 Unemployment support

We give you some additional support if you become unemployed. We explain what this is in the following sections.

Assessing a claim as if you were still in work

If you become unemployed, a house person (someone not in paid **work**) or take a career break, and you become

incapacitated within 30 days or less, we'll assess your claim as if you were still in **work**, using the **own occupation** definition. We'll take a look at your **income** before you stopped working.

If you become **incapacitated** more than 30 days after becoming unemployed, a house person or taking a career break, we'll assess your claim under the **work tasks** definition and we'll pay the lower of:

- The current **monthly benefit**, or
- £1,667 a month.

Unemployment waiver of premium

Our unemployment waiver of premium is designed to support you if you're made redundant. This means if you're not in **work** due to no fault of your own, we'll pay your **premiums** for up to six months, meaning you can keep your **cover** in place.

The unemployment waiver of premium is automatically included in your **cover**. You just need to contact us within one month of you becoming unemployed through no fault of your own and provide some evidence to support it.

This can include:

- Evidence from your previous employer that you've been made involuntarily unemployed.
- Evidence that you're receiving Jobseekers Allowance or National Insurance Credits.

We'll backdate the **premiums** you paid whilst you've been unemployed for up to one month.

When we'll pay your premiums

We pay your **premiums** if:

- you were made involuntarily redundant after being permanently **employed** at least 90 days after you took out your **cover**
- you're **self-employed** and declare bankruptcy or your business goes into liquidation or insolvency at least 90 days after you took out your **cover**, or
- you're made unemployed through no fault of your own to become a carer and you're receiving a carer's allowance.

We won't pay your **premiums** if:

- your unemployment starts after you reach the normal or agreed age of retirement for your **occupation**, or the state retirement age
- your unemployment starts within 90 days of the **cover** starting
- your unemployment is a regular expectation in your **occupation**
- you're not permanently **employed** or **self-employed**

- you've taken voluntary redundancy, or
- you become unemployed from a business where you or a **family member** is a director or majority shareholder. We'll pay a claim only if administrators have come into the business.

We also won't pay your **premiums** if you become unemployed because:

- of your performance, conduct, dishonesty or fraud
- you haven't completed a probation period as part of your job
- you're involved in strike action or labour dispute
- you're involved in a riot or war – either directly or indirectly
- you're sent to prison, or
- you're a carer but not receiving carer's allowance.

You'll need to contact us within one month of being made redundant. We won't be able to pay this **benefit** if you're unemployed in the first 90 days of your **cover**.

If you go back to work

If you go back to **work**, let us know straight away so we can stop paying your **premiums**. You only get six months in total during the **term of your cover**, so you may need to use saved months another time. If you go back in the middle of the month, we'll pay the full month's **premium**.

If you get ill while you're not working

If you become **incapacitated** while you're unemployed and we're paying your **premiums**, you'll need to wait until the end of your **deferred period** before we'll pay your **monthly benefit**. You can choose to continue to waive **premiums** due to unemployment up to a maximum of 6 months.

1.9 Specialised professions

We've got some specific features that we offer to dentists, doctors, surgeons and teachers. We explain what these look like in the following sections.

Dentists, doctors and surgeons

You're eligible for the features in this section if, when you become unable to **work**, you're:

- licenced to practise in the **UK**, and
- Registered or provisionally registered with the General Medical Council or General Dental Council

You won't be eligible if, when you become **incapacitated**, your licence to practise in the **UK** has been suspended, or you've been removed from the General Medical Council or General Dental Council register.

Income replacement guarantee

When you claim, how much we pay is calculated based on your **income** before you stopped working, not the **income** you had at the start of your **cover**. As **income** can go up and down, this could mean that you may not get your current **monthly benefit** if you make a claim.

Our **income** replacement guarantee is designed to support you if your **income** has fallen and doesn't support your current **monthly benefit** when you claim.

For dentists, doctors and surgeons, our **income** replacement guarantee is £3,000. We offer a different **income** replacement guarantee to people not in these professions. See section 1.3 for details.

How this works

Firstly, you need to be in paid **work**, working at least 32 hours a week to benefit from the **income** replacement guarantee.

If you make a claim, we'll calculate your **income** replacement (in other words, how much we pay) based on your **income** before you became **incapacitated**:

- if your current **monthly benefit** is more than £3,000 and the **income** replacement calculation is less than £3,000, we'll pay £3,000
- if your current **monthly benefit** is £3,000 or less, we'll pay your current **monthly benefit**

If the claim is made while on a sabbatical break (see sabbatical break cover), you'll still be eligible for the **income** replacement guarantee if you were working at least 32 hours a week before you took your sabbatical break.

You'll need to be aware that any **continuing income** you're still receiving will be deducted from the **monthly benefit** we pay.

Sabbatical break cover

If you decide to take a sabbatical break, you can keep your **cover** in place and we'll treat you as if you're staying in paid **work** for up to two years.

If you have an accident or become sick during your sabbatical break that means you're unable to **work**, how much we'll pay will be based on your **income** in the 12 months before you went on sabbatical break. This won't apply if you become **incapacitated** in the first 12 months of your **cover** starting.

You don't need to let us know you're taking a sabbatical break. If you make a claim, we'll need evidence that you've got guaranteed employment to come back to as a dentist, doctor or surgeon after your sabbatical break.

There are some important points to be aware of to be eligible for sabbatical break cover:

- You still need to pay your **premiums** while you're on sabbatical break.
- The sabbatical break cover only lasts for two years each time you take a sabbatical break. If you haven't returned to **work** within two years, a claim will be based as if you're not in paid **work** (see 'How much we'll pay' in section 1.3).
- You need to be in **work** for 12 months between sabbatical breaks. If you take another sabbatical break within 12 months, a claim will be based as if you're not in paid **work** (see 'How much we'll pay' in section 1.3).

Sick pay guarantee

If you're a dentist, doctor or surgeon, our sick pay guarantee is designed to complement your employer's sick pay arrangements. This means that, if you become **incapacitated**, we'll start paying your **monthly benefit** before the end of your **deferred period**.

Who's it for?

It's available if you're a dentist, doctor or surgeon and your sick pay arrangements are the same as the NHS sick pay entitlement. It's not available if you have any other sick pay arrangement. You'll need to check with your employer to make sure they provide the same NHS sick pay entitlement.

You'll need to have a 52 week **deferred period** for the sick pay guarantee to apply.

How much sick pay you'll get

How soon and how much we'll pay will depend on how long you've been a dentist, doctor or surgeon when you become **incapacitated**.

In the following table, we set out what the NHS sick pay entitlement is, and what our sick pay guarantee is:

Length of service	NHS sick pay entitlement	NHS sick pay entitlement	Our sick pay guarantee	Our sick pay guarantee
	Full sick pay paid for:	Half sick pay paid for:	50% of monthly benefit paid after:	Full monthly benefit paid after:
0-1 years	1 month	2 months	1 month	3 months
1-2 years	2 months	2 months	2 months	4 months
2-3 years	4 months	4 months	4 months	8 months
3-5 years	5 months	5 months	5 months	10 months
Over 5 years	6 months	6 months	6 months	12 months

The sick pay guarantee only applies to **income** you're receiving as a dentist, doctor or surgeon, which is covered by the NHS sick pay entitlement.

When calculating your **monthly benefit**, we won't deduct any sick pay you're receiving that's covered by the NHS sick pay entitlement, but any **continuing income** you're still receiving will be deducted from the **monthly benefit** we pay.

If you have a 52 week **deferred period**, we'll waive your **premium** when we start paying a **monthly benefit**, which will be earlier than 52 weeks.

If you don't have a 52 week **deferred period**, or your sick pay doesn't match the NHS sick pay entitlement, you'll need to wait until the end of your **deferred period** to receive your **monthly benefit**.

Teachers

Sick pay guarantee

If you're a teacher, our sick pay guarantee is designed to complement your employer's sick pay arrangements. This means that, if you become **incapacitated**, we'll start paying your **monthly benefit** before the end of your **deferred period**.

Who's it for?

It's available if you're a public sector teacher and your sick pay arrangements are set out in one of the following categories when you become **incapacitated**:

- England and Wales: The Conditions of Service for School Teachers in England and Wales – known as the Burgundy Book
- Northern Ireland: The Department of Education, Teachers Terms and Conditions
- Scotland: The Scottish Negotiating Committee for Teachers (SNCT) handbook of Conditions of Service for School Teachers in Scotland

It's also available if you're a teacher and your employer adopts these sick pay arrangements, but not if you have any other sick pay arrangement. You'll need to check with your employer to make sure they provide the same sick pay arrangements.

You'll need to have a 52 week **deferred period** for the sick pay guarantee to apply.

How much sick pay you'll get

How soon and how much we'll pay will depend on how long you've been a teacher when you become **incapacitated**.

In the following table, we set out what the sick pay arrangements are in England, Wales and Northern Ireland, and what our sick pay guarantee is:

Length of service	Teachers sick pay entitlement Full sick pay paid for:	Teachers sick pay entitlement Half sick pay paid for:	Our sick pay guarantee 50% of monthly benefit paid after:	Our sick pay guarantee Full monthly benefit paid after:
0-4 months	25 days	N/A	N/A	25 days
5-12 months	25 days	50 days	25 days	75 days
1-2 years	50 days	50 days	50 days	100 days
2-3 years	75 days	75 days	75 days	150 days
Over 3 years	100 days	100 days	100 days	200 days

(All days are working days)

In this table, we set out what the sick pay arrangements are in Scotland, and what our sick pay guarantee is:

Length of service	Teachers sick pay entitlement Full sick pay paid for:	Teachers sick pay entitlement Half sick pay paid for:	Our sick pay guarantee 50% of monthly benefit paid after:	Our sick pay guarantee Full monthly benefit paid after:
0-18 weeks	N/A	N/A	N/A	1 month
18 weeks - 1 year	1 month	1 month	1 month	2 months
1-2 years	2 months	2 months	2 months	4 months
2-3 years	4 months	4 months	4 months	8 months
3-5 years	5 months	5 months	5 months	10 months
Over 5 years	6 months	6 months	6 months	12 months

The sick pay guarantee only applies to **income** you're receiving as a teacher, which is covered by your appropriate sick pay arrangement. When calculating your **monthly benefit**, we won't deduct any sick pay you're receiving that's covered by the sick pay guarantee, but any **continuing income** you're still receiving will be deducted from the **monthly benefit** we pay.

If you have a 52 week **deferred period**, we'll waive your **premium** when we start paying a **monthly benefit**, which will be earlier than 52 weeks.

If you don't have a 52 week **deferred period**, or your sick pay doesn't match the appropriate sick pay arrangement, you'll need to wait until the end of your **deferred period** to receive your **monthly benefit**.

If your teaching circumstances change

If you move schools, you'll need to check the sick pay terms in your contract to make sure they match the appropriate sick pay arrangements listed earlier.

If your school becomes an academy, and your sick pay arrangements no longer match the appropriate arrangements listed earlier, we'll provide a different sick pay guarantee: 50% of the **monthly benefit** paid after six months and the full **monthly benefit** paid after 12 months.

You can ask us to change your **deferred period**. Please see section 2.4 for more information about changing your **cover**.

Section 2

Managing the cover

2.1 Paying for the cover

When the premium is paid

First premium

We'll collect this by Direct Debit (via the **BACS** system) on, or shortly after, the date the **cover** starts. The Direct Debit must be from a **UK, Channel Islands, Isle of Man** or **Gibraltar** bank account. **Premiums** must be paid in pounds sterling.

Regular premium

If a **monthly premium** has been selected, we'll collect the **premium** on the same date each month. The person paying can choose a date between the 1st and the 28th of the month that suits them. They'll pay the **premium** every month for the **term of the cover**.

If an annual **premium** has been selected, we'll collect the **premium** on the same date each year.

When the **premium** collection falls on a weekend or bank holiday, we'll collect it on the next working day.

What happens if the premium isn't paid?

If any **premium** remains unpaid for more than 30 days from the date it was due to be collected, we'll cancel the **cover**. We'll write to you to tell you that the **cover** has been cancelled.

Restarting a cover

If we cancel a **cover** because a **premium** isn't paid, you can ask us to restart it. You can do this at any time up to six months after the date of the first missed **premium**. We'll have no obligation to restart a **cover** and if you ask us to do this, we'll decide at our discretion if we're willing to restart the **cover**.

If we are, we'll tell you what we need in order to restart the **cover** and you must clear any **premium** arrears. There may be circumstances when we reserve the right not to restart a **cover**. If this happens, we'll explain our decision.



When the premium could change

The **premium** could change if:

- you make a change to your **cover**
- we accept a claim and therefore waive **premiums** for the period of payment
- it becomes subject to tax, or
- any of the information provided as part of the application process is incorrect – more details can be found in sections 3.8 and 3.13.

If the **cover** has an increasing **monthly benefit**, the **premium** will increase annually and will increase by a higher percentage than that of the **benefit**, given the increased likelihood of a claim as you get older.

We'll write to you each year to tell you the new **monthly benefit** and the new **premium** that you'll be paying. You don't need to accept the increase, but must advise us if you don't. If you don't accept the **premium** increase, we won't increase the **monthly benefit**.

However, if you decide to decline the increase for three consecutive years, you won't have the option of an increasing **monthly benefit** under the **cover** in future years.

2.2 Telling us about changes to your personal details

You need to tell us if you change:

- your name
- your contact details (postal address, telephone number, email address), or
- your bank account.

We don't need to know if you change your **occupation**. We'll assess any claim based on your **occupation** immediately before the claim event happened.

Please contact us using the details on page 5.

We'll ask for your **cover** number. We'll also ask some security questions to confirm your identity.

2.3 Changing your cover

There are many ways that a **cover** can be changed to make sure that it's still meeting your needs. All of the changes that can be made are explained in this section.

The options that increase the **monthly benefit** or the **term of the cover** aren't available to everyone. This could be because, for example, you have a particular medical condition when the **cover** is first taken out.

Those options that aren't automatically available to everyone have 'limited' after the heading. The **Cover Summary** will show whether these options are available to you. Before you consider taking up any of these options, you should speak to your financial adviser.

Life events

You can increase the **monthly benefit** or the **term of the cover** without the need to answer any more health or lifestyle questions if your circumstances change as described below:

Life event	Evidence needed	Increase allowed to the:
Getting married or entering into a civil partnership	Marriage or civil partnership certificate	Monthly benefit
Having or legally adopting a child	Birth or adoption certificate	Monthly benefit
Mortgage increase or new first mortgage	Mortgage offer letter from lender	Monthly benefit and term of the cover
Salary increase up to 20% after a promotion or change in employment	Proof of income or confirmation of promotion or salary	Monthly benefit
Significant salary increase by at least 20% after a promotion or change in employment	Proof of income or confirmation of promotion or salary	Monthly benefit
Rental increase by landlord or after a move into a new rental property	Rental offer letter from landlord or letter detailing the increase to the rental amount	Monthly benefit

Changes in relation to a life event must be made within 13 weeks of the event taking place. We'll ask to see evidence of the event. Without this, there may be circumstances where we don't allow the increase.

These options aren't available to everyone. This could be because, for example, you have a particular medical condition when **cover** is first taken out. The **Cover Summary** will show whether these options are available. Before taking up any of these options, you should consider speaking to your financial adviser.

Whenever a change is requested, we'll send written confirmation once this has been processed.

Increase the monthly benefit

Each increase can't be more than 50% of your original **monthly benefit** or £833, whichever is lower.

You can increase more than once, but there's a maximum limit. The total of all increases can't be more than 50% of the original **monthly benefit**, or £1,667, whichever is lower.

If it's because of a mortgage or rent increase, then the increase in the **monthly benefit** can't be more than the increase to the mortgage or rent.

Increase the monthly benefit due to significant salary increase

You can do this once during the **term of the cover**, if you have a salary increase of at least 20%. You can also include any other salary increases you've had since the start of your **cover**.

You can increase the **monthly benefit** by up to £1,667.

You can't use this option if you're **self-employed** or if you're **employed** by a business where you or a **family member** is a director or majority shareholder.

Increase the term of the cover

You can increase the **term of the cover** if you increase your mortgage term, as long as it's within 13 weeks of changing your mortgage.

More than one increase can be requested but the total of all increases must not result in the new term:

- being more than 150% of the original term
- extending beyond the end of the term of the new mortgage, or
- extending past your 65th birthday.

How these changes affect the cost of the cover

If you change your **cover** in these ways, the **premium** will increase. The **premium** for the additional **cover** will be based on your age when the change is made.

Please contact us for details about how your **premium** will change.

Asking us to change the cover

To ask us to change your **cover**, you can contact us using the details on page 5.

When these options can't be taken up:

- after your 60th birthday
- while we're waiving the **premiums**
- in the last five years of the **term of the cover**
- while we're paying a **benefit** under any **cover**
- while you're in a position to make a claim under the **cover**, or
- if you've received **benefit** payments under the **cover** in the last two years.

Cover changes

The following section explains how you can change the **cover**.

Those options that aren't automatically available to everyone have 'limited' after the heading. The **Cover Summary** will show whether these options are available. Before taking up any of these options, you should consider speaking to your financial adviser.

Whenever a change is requested, we'll send written confirmation once this has been processed.

Reducing the monthly benefit

You can reduce the **monthly benefit** at any time, as long as the **premium** doesn't fall below the minimum allowed. If you later want to increase the **monthly benefit**, the amount by which you'll be able to do so will be based on the new, lower **monthly benefit**, not the initial one.

Stopping and restarting the annual increase - limited

If you have an increasing **monthly benefit**, we'll write to you each year to tell you the new **monthly benefit** and the new **premium** that you'll pay. You can ask for the increases to stop at any time. If you do, the **monthly benefit** will be frozen at the level it has reached when you asked us to stop the increase.

You can ask us to start increasing it again, but we can't do this if:

- the **monthly benefit** has been frozen for three consecutive years
- we're paying a **benefit** under the **cover**
- you're in a position to make a claim under the **cover**, or
- you have received **benefit** payments under the **cover** in the last two years.

If you stop the annual increase and restart it again within three years, the **monthly benefit** will begin increasing again every year and will continue to increase during a claim.

If you stop the annual increase for three consecutive years, you can't restart the annual increase. If you make a claim, the **monthly benefit** won't increase during the claim.

Reducing the term of the cover

You can reduce the **term of the cover** at any time. You can reduce it by as much as you want, as long as the reduction doesn't mean:

- the new term is lower than our minimum term, or
- the **premium** would fall below our minimum level.

If you later want to take up the option to increase the term, the amount by which you'll be able to increase by will be based on the new, lower term, not the original one.

Changing the deferred period

You can increase the **deferred period** at any time. If you increase the **deferred period**, we may reduce your **premium**.

We may agree to a reduction in the **deferred period**. If we agree to it, your **premium** may increase.

Changing how often your premium is paid

You can change from monthly **premiums** to annual **premiums** and vice versa. If you make this change, it will start from the date that your next **premium** is due to be collected.

Changing a full payment term to a limited payment term, or vice versa

You can change your **cover** from a **full payment term** to a **limited payment term** at any time. If you do this, we may reduce your **premium**.

We may agree to a change from a **limited payment term** to a **full payment term**. If we agree to it, your **premium** may increase.

How these changes affect the cost of the cover

If you change your **cover**, the **premium** may change.

Please contact us for details about how your **premium** may change.

Asking us to change the cover

To ask us to change your **cover**, you can contact us using the details on page 5.

2.4 Claiming a benefit

When to claim

Please contact us as soon as you can. We may be able to help you with services or advice that could help improve or maintain your health and help you return to **work**, even before the end of your **deferred period**.

Where you return to **work** and then claim again, you should let us know within 2 weeks of stopping **work** for the second time.

How to make a claim

The person claiming can:

- phone us on 0345 600 6815. If calling from outside the **UK**, please call +44 1737 441 815
- email us at claimsteam@protection.aviva.com
- write to us at Claims Team, Aviva Protection UK Limited, PO Box 12010, Harlow CM20 9LG

We're open Monday to Thursday, 8.30am to 6pm and Friday, 8.30am to 5.30pm, except for bank holidays. Please note these opening hours are **UK** local time.

If we're considering a claim, **premiums** must be paid whilst it's being assessed. If the claim is paid, we'll advise you if we can refund any of the **premium** paid while we assessed the claim.

If the person claiming doesn't give us the evidence we ask for, or the information they do give us is inaccurate or incomplete, we reserve the right to decline a claim or stop paying one. We'll pay the reasonable cost of all medical reports or evidence we ask for. At regular intervals throughout your claim, up-to-date medical evidence will be requested as appropriate to the condition causing you to be **incapacitated**.

Geographical restrictions

Some types of **cover** require you, or the doctor that diagnoses you, to be in a particular part of the world when a claim is made or when we are paying a **benefit**.

If you're resident in an **eligible country** when you become **incapacitated**, we'll pay the **monthly benefit** after your **deferred period**. If you're travelling outside an **eligible country** when you become **incapacitated**, we'll only pay up to 26 weeks (after your **deferred period**), so you'll need to return to an **eligible country** to continue receiving your **monthly benefit**.

We may consider claims that fall outside our geographical restrictions if we're satisfied that we're able to obtain sufficient and reliable information to allow us to fully assess the claim.

Who we'll pay the benefit to

We'll pay the **benefit** to the person legally entitled to receive it. Who this will be depends on the nature of the claim and the circumstances at the time.

How we'll pay the benefit

We'll pay any **benefit(s)** due under the **cover** in pounds sterling by direct credit (via the **BACS** system) into a **UK, Channel Islands, Isle of Man or Gibraltar** bank account nominated by you or your personal representative.

We'll make **benefit** payments to **cover** the cost of approved services that help you return to **work** directly into a **UK, Channel Islands, Isle of Man or Gibraltar** bank account that you've nominated, once we've received receipts.

If the **claimant** wishes to receive the **benefit(s)** outside of the **UK, Channel Islands, Isle of Man or Gibraltar**, then arrangements for such transfer from the **claimant's UK** bank account must be made at the **claimant's** own expense.

The **claimant** will bear the risk of any difference due to the currency exchange rates.

Section 3

General terms and conditions

3.1 Cancelling a cover

When your **cover** starts, we'll send you information about your right to change your mind and cancel your **cover**.

You have 30 days from the date you receive this information to cancel your **cover**. If you cancel your **cover** in this time we'll refund any **premiums** you've paid to us, unless we've paid you a **benefit** before you cancel.

If you don't cancel your **cover** within this time period, your **cover** will remain **active**.

You can stop your **cover** at any other time. Once you tell us, your **cover** will end on the day before your next **monthly premium** is due to be collected. Any **premiums** paid to date won't be refunded. If you're paying annual **premiums**, your **cover** will end on the day before the next monthly anniversary of the **cover**.

We'll retain the cost of any full (or partial) months of **cover** up to the date of cancellation and will refund any balance of the annual **premium**.

3.2 Cash value

The **cover** doesn't have any cash value at any time.

3.3 Inflation

The purchasing power of the **benefit(s)** paid out may be reduced in real terms, due to the effects of **inflation**.

If the **cover** has an increasing **monthly benefit**, this may provide some protection against the effects of **inflation**, however this isn't guaranteed. For further information on the effects of **inflation**, please speak to your financial adviser.

3.4 Interest

If we start paying your **benefit** any later than eight weeks after we receive all the information we need, we'll pay you interest on the overdue amount from the date payment should have started. This will be at the Bank of England base rate at the time.



3.5 Data protection

We're committed to protecting the privacy of customers, claimants and other business contacts.

In order to provide our products and services and to run our business, we'll collect, use and disclose your personal information, including special category data (health information). Where we do this, we'll rely either on your consent, or on a combination of the following justifications: performing a contract with you or preparing to enter into a contract with you; complying with regulatory requirements; or having a legitimate interest to request your personal information.

"Personal information" identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide personal information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) for sharing of their personal information with us.

Personal information we collect

Personal information we may collect about you and your dependants includes:

- General identification and contact information
- Family details
- Special category data such as health and lifestyle details
- Other special category data such as racial/ethnic origin, religious or other beliefs, sexual life, criminal proceedings – outcomes and sentences, offences/alleged offences, and
- Financial details: bank account details and other financial information.

How we use your personal information

We may use the personal information provided to us to:

- Make decisions about whether to provide insurance and assistance services (such as deciding the right **premium**, claim assessment, claim processing and claim settlement)
- Administer the policy, assess and pay claims, and general customer service activities (including complaint resolution and claims disputes)
- Detect, investigate and prevent crime, including fraud and money laundering
- Carry out market research and analysis
- Comply with applicable laws and regulatory obligations (including those outside your country of residence), and
- Market products and services of brands or companies within the Aviva group in accordance with your marketing preferences.

Sometimes, as part of our business operations, decisions are taken about you using automated computer software and systems. These decisions don't involve human input. For example, we use automated decision making to assess your eligibility for insurance and to determine the **premium** amount.

To opt-out of any marketing communications that we may send you, contact us by: email DataProtectionOfficer@protection.aviva.com

or write to The Data Protection Officer, Aviva Protection UK Limited, PO Box 12010, Harlow, CM20 9LG.

If you opt-out, we may still send you other important service and administration communications relating to the services which we provide to you from which you cannot opt-out.

Where we may get personal information from

We may get your personal information from you, your financial adviser, or from other sources – for instance your doctor.

We may ask your doctor for information before we offer **cover**. We may also get a report from your doctor or telephone them for more information after the **cover** has started. If we find that we've been given incomplete, inaccurate or false information, we don't receive the report from your doctor or they're unavailable for interview, we reserve the right to cancel the **cover** within 13 weeks.

Who we'll share personal information with

We may share personal information about you solely for the purposes listed above in 'How we use your personal information' with certain named third parties.

These third parties may include:

- Aviva group companies
- Our reinsurers (a list of these reinsurers can be provided on request)
- Our external third party service providers (including medical screening service providers)
- Your financial adviser
- Your own doctor and other medical consultants
- Legal and regulatory bodies
- Law enforcement and fraud prevention agencies, and
- Other insurance companies or organisations.

International Transfer of personal information

Sometimes we, or third parties acting on our behalf, may need to transfer personal information to parties located in other countries (including the USA, Philippines and India) that have data protection regimes that are different to those in the country where you're based, including countries which haven't been found to provide adequate protection for personal information by the **UK Government**.

When making these transfers, we'll take steps to ensure that your personal information is adequately protected and transferred in accordance with the requirements of data protection law.

Security of personal information

Appropriate technical and physical security measures are used to keep your personal information safe and secure. When we provide personal information to a third party (including our service providers) or engage a third party to collect personal information on our behalf, the third party will be selected carefully and required to use appropriate security measures to protect the confidentiality and security of personal information.

Your rights

You have a number of rights under data protection law in connection with our use of your personal information. These rights may only apply in certain circumstances and are subject to certain exemptions.

These rights may include a right to access personal information, a right to correct inaccurate data, a right to erase data or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of your personal information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator.

Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

Privacy notice

For full details on how we use personal information, how we maintain the security of personal information, who we share personal information with, the data protection rights available to individuals in the **UK**, and who to contact in the event of any queries, please refer to our full privacy notice which can be found on our website (protection.aviva.com/privacy-policy).

Alternatively, you may request a copy by writing to The Data Protection Officer, Aviva Protection UK Limited, PO Box 12010, Harlow, CM20 9LG or by email at DataProtectionOfficer@protection.aviva.com

3.6 Taxation, laws and regulations

This contract between you and Aviva Protection UK Limited, and any dispute or claim arising out of or in accordance with it or its subject matter or formation (including non-contractual dispute or claims), shall be governed by and interpreted in accordance with the **laws**.

By taking out this contract, you agree to submit to the exclusive jurisdiction of the courts of England and Wales

if there is ever a dispute between you and Aviva Protection UK Limited. **Laws** may change in future and Aviva Protection UK Limited can't be held responsible for any information given or any changes in tax provisions or legislation.

Benefit(s) payable under this **cover** are normally free from Income Tax and Capital Gains Tax for **UK** residents. This may change if the **law** changes.

Claimant(s) who are outside of the **UK** when **benefit(s)** are received may be subject to additional taxation in the local jurisdiction. Please consult your tax adviser or local tax inspector for clarification.

If there is any change to tax and other **laws**, or **State Benefits**, Aviva Protection UK Limited may change the terms and conditions set out in the **cover** documents in order to comply with such **laws**.

3.7 Contract

The contract between you and Aviva Protection UK Limited consists of:

- any information provided by you in your application and any subsequent information you've provided
- these terms and conditions, which we may amend from time to time
- any additional terms and conditions detailed in the **Cover Summary** that we send when your **cover** starts, and
- any additional terms and conditions detailed in any subsequent **Cover Summary**.

The contract between you and Aviva Protection UK Limited as described above constitutes the entire agreement and understanding between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

If there's a conflict between these terms and any of the terms set out in the **Cover Summary**, the terms set out in the **Cover Summary** will take precedence.

If any court finds that any provision of the **Cover Summary** or any other document embodying the contract between you and Aviva Protection UK Limited (or part thereof) is invalid, illegal or unenforceable that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the **Cover Summary** or any other document embodying the contract between you and Aviva Protection UK Limited won't be affected.

3.8 Misstatement of age

If, after the **cover** is taken out, we learn that you have a different date of birth than the one you originally stated, this will impact on the **premium** and/or **monthly benefit** of your **cover**.

In some cases, this may affect your right to the **cover** and your **cover** may be cancelled. It may also affect how we've interpreted medical evidence, which may result in a claim not being paid or the **monthly benefit** being reduced.

3.9 Complaints

If you have a complaint, please contact our customer care team as detailed on page 5 of this document.

We'll try to resolve complaints as quickly as possible. If we can't deal with a complaint promptly, we'll send a letter to acknowledge it and then give regular updates until it's resolved.

We're committed to resolving complaints through our own complaints procedures. However, if a matter can't be resolved satisfactorily, the person with the complaint may be able to refer it to the Financial Ombudsman Service.

The Financial Ombudsman Service helps settle disputes between consumers and financial firms. Their service is independent and is free. They can decide if we've acted wrongly and if the person with the complaint has lost out as a result. If this is the case they'll tell us how to put things right and whether we have to pay compensation.

If a complaint is made, we'll send a leaflet explaining more about the Financial Ombudsman Service. The leaflet is also available at any time on request.

Alternatively, the Financial Ombudsman Service can be contacted at the following address:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR.

Telephone 0800 023 4567 (calls to this number are free on mobile phones and landlines) or 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers). If calling from outside the **UK**, please call +44 20 7964 0500.

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

If a complaint is made, it won't affect their right to take legal proceedings.

3.10 If we can't meet our liabilities

Most of Aviva's customers, including most individuals and small businesses, are covered by the Financial Services Compensation Scheme (FSCS), which is designed to pay compensation if a firm is unable to pay claims because it has gone out of business.

Before looking to pay compensation, the FSCS will first see if they can arrange for your current insurance to be replaced by a new policy with a different insurer. If this isn't possible, the FSCS aims to provide compensation.

For policyholders who have a valid claim under an insurance policy with a failed insurer, the FSCS will look to pay 100% of the claim value.

You can find out more about the FSCS, including your eligibility to claim and the options available to you, by visiting its website fscs.org.uk. Alternatively, you can contact them at the following address:

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY

Telephone: 0800 678 1100 or 020 7741 4100. If calling from outside the **UK**, please call +44 20 7741 4100.

Email: enquiries@fscs.org.uk

Please be aware that the rules of the FSCS may change in the future, or FSCS may take a different approach on their application of the above, depending on the circumstances.

3.11 Assignment

An Income Protection **benefit** can't be assigned.

3.12 Rights of third parties

No term of this contract is enforceable under the Contracts (Right of Third Parties) Act 1999 by a person who isn't party to this contract. This doesn't affect any right or remedy of a third party which may exist or be available otherwise than under that Act.

You and Aviva Protection UK Limited are the parties to the contract.

3.13 Disclosure verification

You'll be asked to provide details of your health and personal circumstances. You must provide full, honest and accurate answers to all questions asked.

Furthermore, subject to what we say in section 'Telling us about changes to personal details', we must be told immediately if the information in the **Application Details** isn't correct as this may affect the **cover**.

The information you provided to us is confidential and we won't disclose it without your permission. We'll send you details of your answers and a copy of your **Application Details**, and ask you to advise us of any corrections or additions you wish to make. If you don't answer our questions fully and honestly, this may result in us refusing any future claim.

We'll provide you with a **Cover Summary** which will include information on any exclusions made as a result of the health information you provided.

We may select your application for a random disclosure check. To complete the check, we'll either obtain a report from your doctor, call them for further information, or perform data checks. If we've selected it for a check, you must give permission for us to contact your doctor if required, and use all reasonable endeavours to ensure we're able to complete the check. If we've requested any additional information from you, you must provide it within 30 days.

If they don't respond to a request from us within 13 weeks for medical evidence, or 30 days for other information, we'll cancel the **cover**.

3.14 Economic sanctions

We won't be responsible or liable to provide cover (including payment of a claim or provision of any other benefit) under this policy if we're prevented from doing so by any economic sanction which prohibits us or our **Parent Company** (or our **Parent Company's** ultimate controlling entity) from providing **cover** or dealing with you under this policy.

Economic sanctions change from time to time and can include prohibiting the transfer of funds to a sanctioned country, freezing the assets of a government, the corporate entities and residents of a sanctioned country, or freezing the assets of specific individuals or corporate entities. This means that if you, or any third party who has suffered a loss which would otherwise be covered under the **cover**, are the subject of an economic sanction, we may not be able to provide **cover** under the policy.

3.15 Restricted persons

This **cover** won't cover any injury, loss or expense sustained directly or indirectly by any person who is a member of a terrorist organisation, narcotics trafficker, or seller of nuclear, chemical or biological weapons.

3.16 When we can make changes to your cover

We can make changes to the terms and conditions of your **cover** that we reasonably consider are appropriate if there's a request from any regulatory authority to do so, or there's a change in the law, applicable legislation, regulation, taxation, or recommendations or decisions of a regulator or similar body affecting us or your **cover**.

These changes could affect the amount and type of **cover** provided. If we do decide to make any changes to your **cover**, we'll write to tell you at least 28 days before the change takes effect. If you're not happy with the changes, you have the right to cancel the **cover** (see section 3.8 Cancelling the cover).

3.17 About our business

Aviva Protection UK Limited operates in the UK, Channel Islands, Isle of Man and Gibraltar.

Information about our business, performance and financial position, and details on how we control our business and manage risks can be found in our Solvency and Financial Condition Report available on our website protection.aviva.com.

Section 4

Definitions

An explanation of the terms we use across Income Protection (please note these definitions aren't case sensitive).

Active

The **cover** has started, is within its term, **premiums** are up-to-date and we haven't written to you to tell you that you're no longer covered.

Application Details

A copy of all the information provided by you in your application.

We must be told immediately if the information in the Application Details isn't correct as this may affect the cover.

BACS

A scheme for the electronic processing of direct debits and direct credits.

Benefit

Any payments the **claimant** receives from Aviva Protection UK Limited.

Channel Islands

The Island of Jersey and the Island of Guernsey.

Claimant

The person legally entitled to claim the **benefit(s)** under the **cover(s)**.

Consultant

A consultant doctor who:

- specialises in an area of medicine appropriate to the cause of the claim
- is employed at a hospital in an **eligible country**, and
- is treating you for your condition.

All diagnoses made by a consultant must be confirmed by our Consultant Medical Officer.

Continuing income

The following will be deducted when calculating your **benefit** where payments continue after the end of the **deferred period**:

- any **income** you receive from any employer
- any **income** from any business, including earned dividends and commission (unless earned in the period before the end of the **deferred period**)

- regular payments from other insurance policies that you're entitled to as a result of your incapacity, such as other income protection and waiver of premium policies or accident and sickness plans, and
- regular payments from pensions related to ill-health (not including lump sums).

We don't deduct any **State Benefits** (including Statutory Sick Pay, State Pensions and Employment Support Allowance) or rental or investment income, which isn't impacted by your incapacity.

Cover/covers

Income Protection provided by Aviva Protection UK Limited.

Cover Summary

This is a document we send you once we've agreed to offer you a **cover**. It explains any special conditions which apply to the **cover**, for example if there are any illnesses which are usually part of the **cover** but which we can't cover you for, and whether or not you have the automatic right to ask for an increase in the **monthly benefit** should your circumstances change.

Daily activities

These are the things people need to do in everyday life. We refer to these as **work tasks**. See **work tasks** definition for further information.

Deferred period

The period during which you must be **incapacitated** before we'll pay any **benefit**.

If the **cover** starts on a date after you become **incapacitated**, the start date of the **cover** is the start of the **deferred period**.

The **deferred periods** for each type of **cover** are shown in the **Cover Summary**.

Eligible country

An eligible country is one of the following:

Australia; Austria; Belgium; Bulgaria; Canada; **Channel Islands**; Cyprus; Czech Republic; Denmark; Estonia; Finland; France; Germany; Gibraltar; Greece; Hungary; Iceland; Ireland; Isle of Man; Italy; Latvia; Lithuania; Luxembourg; Malta; Netherlands; New Zealand; Norway; Poland; Portugal; Romania; Slovakia; Slovenia; Spain; Sweden; Switzerland; **UK**; USA.

Employed

Paid **work** under a contract of employment. Paying Class 1 National Insurance contributions.

Family member

A husband, wife, civil partner, parent, child, brother, sister, or any other relative by blood or marriage.

Full payment term

Where we pay the **monthly benefit** of an individual claim for as long as you're **incapacitated**, until the end of the **cover**.

Hospital

Any NHS or private hospital in an **eligible country** which has facilities for major surgery or which exists principally for the provision of treatment by attending **consultants**.

Incapacitated

There are two ways we define incapacitated. These are based on your ability to do:

1. your **own occupation** – the type of job you did before you had to stop **work**, and
2. your **work tasks** (also known as **daily activities**) – the things people need to do in everyday life.

Which of these two definitions applies to you depends on:

- whether you're in paid **work** when you become **incapacitated**, and
- what kind of **work** you do.

The **Cover Summary** shows which definition applied to you when the **cover** was taken out. If your circumstances change, a different definition may apply.

In all cases, your incapacity must be confirmed by appropriate medical evidence and agreed by our Consultant Medical Officer.

Income

Income depends on whether you're **employed** or **self-employed**.

If you're **employed**, this means your total pre-tax earnings as applicable for PAYE (UK), ITIS (Jersey), ETI (Guernsey), ITI (Isle of Man), ABS or GIBS (Gibraltar) assessment purposes (including the taxable value of benefits in kind that would cease in the event of incapacity) in the 12 months before the claim.

This may include:

- regular bonuses
- commission
- overtime, and
- shift allowances.

We'll also take into account any dividends from a private limited company in which you and no more than 3 other shareholders are **employed** as full-time working directors.

The dividend amount must:

- represent your share in the net trading profit of that company from its normal regular business
- be consistent with the trading position of the company, and
- stop being paid as a result of your incapacity.

If you're **self-employed**, this means your total share of pre-tax profit from your trade profession or vocation for the 12 months before you became **incapacitated**.

If you're resident in the **UK**, this will be the pre-tax profit used for the purposes of Schedule D Case I and II of the Income and Corporation Taxes Act 1988.

If your earnings vary from one year to another, for example because they're made up mainly of commission or bonuses, we'll use your average earnings over the last 3 years before the claim.

We won't include any income from savings and investments.

If your spouse/partner takes an income from your business, and when you're **incapacitated** this income stops, their income can be included as your pre-incapacity income for the purposes of calculating your **benefit** as long as:

- they're a shareholder
- don't take over the running of the business whilst you're unable to **work**, and
- they're not using the same dividend income for their own income protection cover.

Inflation

Inflation is the rise in the general level of prices in goods and services over a period of time. As inflation rises, the real value of your money, and the **benefit(s)** provided by your **cover**, may fall because you may be able to afford less with the same amount.

Laws

The law of England and Wales.

Limited payment term

Where the **benefit** of an individual claim is paid over a period of 24 months, either as one continuous period or a number of shorter periods.

Monthly benefit

The monthly payments you receive for a successful claim on Income Protection.

Occupation

A trade, profession or the type of **work** undertaken for profit or pay. It isn't a specific job with any particular employer and is independent of location and availability.

Own occupation

You're not doing any paid **work** and have been diagnosed with an illness, injury or disability which prevents you from doing the essential duties of your own occupation. The essential duties are those that are normally required for, and/or form a significant and integral part of, the performance of your own occupation that can't reasonably be omitted or modified.

Own occupation means your trade, profession or type of **work** you do for profit or pay. It isn't a specific job with any particular employer and is irrespective of location and availability.

Parent Company

The legal entity that owns or controls Aviva Protection UK Limited as defined by the laws applicable to the jurisdiction within which the legal entity resides.

Related cause

Any illness or condition that you had symptoms of, sought advice for, received treatment for or were aware of, that directly or indirectly contributed towards your absence from **work** or inability to complete the **work tasks** during any previous **limited payment term**.

Premium/premiums

The monthly or annual payment to Aviva Protection UK Limited for Aviva Income Protection.

Retail Prices Index

The Retail Prices Index (RPI) is a measure of **inflation**, published by the Office of National Statistics every month. It measures how the costs of goods and services change over time.

Self-employed

- Actively working alone or with others in a partnership
- Paying Class 2 National Insurance contributions, and
- If resident in the **UK** being assessed for Income Tax under Schedule D Case I or II of the Income and Corporation Taxes Act 1988.

State Benefits

A payment made by the government of the state where the **claimant** resides.

Term of the cover

How long the **cover** lasts. In other words, the period between the date the **cover** starts and the date it ends as shown in the **Cover Summary**.

UK

The United Kingdom consisting of England, Wales, Scotland, and Northern Ireland.

UK Government

The government of the **UK** or, upon the secession of Wales, Scotland and/or Northern Ireland from the **UK**, the government of the nation in which England remains.

Work

Paid employment or self-employment.

Work tasks

You've been diagnosed with an illness, injury or disability which prevents you from doing at least three out of the six work tasks. These are the things people need to do in everyday life. We also refer to these as **daily activities**.

You must need the help or supervision of another person and be unable to perform the work tasks on your own, even with the use of special equipment routinely available to help and taking any appropriate prescribed medication.

The work tasks are:

Walking

The ability to walk more than 200 metres on a level surface.

Climbing

The ability to climb up a flight of 12 stairs and down again, using the handrail if needed.

Lifting

The ability to pick up an object weighing 2kg at table height and hold for 60 seconds before replacing the object on the table.

Bending

The ability to bend or kneel to touch the floor and straighten up again.

Getting in and out of a car

The ability to get into a standard saloon car, and out again.

Writing

The manual dexterity to write legibly using a pen or pencil, or type using a desktop personal computer keyboard.

In addition to the above, we'll pay the **benefit** where you meet the following definition:

Mental failure

A current mental impairment due to an organic brain disease or brain injury supported by evidence of the loss of ability to:

- remember
- reason, and

- perceive, understand and give effect to ideas, which causes a significant reduction in mental and social functioning, requiring continuous supervision.
A **consultant** Neurologist or Psychiatrist needs to make the diagnosis.

Or

Where you're unable to meet both of the following definitions, or one of the following definitions and one work task:

Seeing

The ability to see well enough to read 16-point print using glasses or other reasonable aids.

Communicating


The ability to:

- Clearly hear conversational speech in a quiet room in your first language
- Understand simple messages in your first language, or
- Speak with sufficient clarity to be clearly understood in your first language.

For the above definitions, disabilities for which the relevant specialists can't give a clear prognosis aren't covered.

How to contact us

Call us on:

 0345 600 6820

If calling from outside the UK, please call: +44 1737 441 820

Email us at: enquiries@protection.aviva.com

Write to us at:

Aviva Protection UK Limited, PO Box 12010, Harlow CM20 9LG

We're open Monday to Thursday, 8.30am to 6pm and Friday, 8.30am to 5.30pm, except bank holidays.

Please note these opening hours are UK local time. To make sure we have an accurate record of the instructions, we may record or monitor phone calls.

For more information visit **protection.aviva.com**

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