



Royal Bank of Scotland Income Protection Plan

Policy Wording

Provided by



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Welcome to Aviva

This is your Income Protection Plan Policy - please read it now, and then keep it somewhere safe. In the event of illness or accidental injury which results in Incapacity, you will need to refer to it again in order to help you to follow the claims process.

This Policy is defined as our contract of insurance with the Policyholder providing the cover as detailed in the Policy document.

The Application, Policy Schedule and Financial Statement form part of the contract and must be read together with the Policy document.

As part of our continuing efforts to improve customer service, so that we can administer your Policy and any claims, and sometimes for confidential training purposes, calls to and from us may be monitored and/or recorded.

If you are deaf or hard of hearing and have a textphone, you may call us free of charge via BT Typetalk on 18001 0870 153 9165.

Signed on behalf of Aviva Health UK Limited.

A handwritten signature in black ink, appearing to read 'Gil Baldwin', with a horizontal line underneath.

Gil Baldwin
Managing Director UK Health

Definitions

The purpose of this **Policy** is to provide cover in the event of illness or accidental injury occurring during the **Period of Cover** which results in **your Incapacity**.

To avoid repetition the following words or expressions, wherever used in this **Policy**, have the specific meanings given below. To assist **you** in identifying the defined words or expressions, these are shown in **bold** print throughout this **Policy**.

Anniversary Date

The annual anniversary of the **Commencement Date**.

Application

The Application accepted by **us** for the provision of cover under this **Policy**.

Benefit

The monthly benefit stated in the **Policy Schedule** or, where appropriate, a proportion of the monthly benefit calculated in accordance with the terms of this **Policy**.

Commencement Date

The date shown in the **Policy Schedule** on which cover under this **Policy** commences.

Deferred Period

The number of consecutive weeks of **Incapacity** shown in the **Policy Schedule** in respect of which no **Benefit** is payable under this **Policy** and which must pass before **you** become entitled, subject to the terms of this **Policy**, to receive **Benefit**.

For Deferred Periods of 13 weeks or longer

Where **you** are incapacitated for less than the deferred period, subsequent periods of **Incapacity** (for the same reason) lasting at least one continuous week may be linked, provided that the deferred period is satisfied within a period of time twice its length.

Financial Statement

The statement supplied by **us** setting out the premium payable and as revised from time to time in accordance with the terms of this **Policy**.

Gainful Occupation

Any occupation performed for reward or profit including the first three months' unemployment from such occupation but **Gainful Occupation** does not include a **Part-time Occupation**.

Incapacity

Your complete inability to perform the **Material and Substantial Duties** of **your Normal Occupation**, resulting from **your** illness or accidental injury. An ability to perform the **Material and Substantial Duties** of any one **Occupation** included in **your Normal Occupation** will mean that the definition of incapacity is not satisfied. If the classification of **your** occupation as shown in the **Policy Schedule** includes letters A or B, incapacity will be defined as follows:

- Classification A - The 'Personal Capability Assessment' (Please see Benefit Term 12 for full details).
- Classification B - **Your** complete inability to perform the **Material and Substantial Duties** of **your Normal Occupation** or any occupation for which **you** are qualified by reason of training, education or experience resulting from **your** illness or accidental injury. For Rehabilitation **Benefit**, **your** incapacity must last at least seven consecutive days. Beyond this period **your** incapacity must restrict the scope of **your** duties for the remainder of the **Deferred Period**.

Material and Substantial Duties

Those duties which cannot reasonably be omitted or modified by **you**.

Medical Practitioner

A medical practitioner registered with the General Medical Council in the UK, or in the case of **Benefit** paid for temporary overseas residence, the equivalent body in the relevant country.

Normal Earnings

Your Employed Salary or **your Self-employed Earnings**.

Employed Salary

Your gross earnings, salary or wage (including benefits in kind as defined below) from **your** employment during the period of 12 months immediately preceding the onset of **Incapacity**, before the deduction of income tax.

Benefits in Kind

The following benefits in kind to a maximum aggregate taxable total of £10,000 will be accepted as forming part of employed salary:

- The provision of a car
- Living accommodation
- Private Medical Insurance

Dividends

If **your** Income from **your** trade or business is received in the form of company dividends or distributions, **we** will include this amount as normal earnings for the purposes of this **Policy** providing:

1. The dividends or distributions are paid direct to **you** in lieu of regular wages or salary in the period of 12 months immediately preceding the onset of **Incapacity**.
2. The dividends or distributions are consistent with the level of regular wages or salary which the paying company's trading position reasonably allows on a continuing basis.
3. The dividends or distributions cease in the event of **Incapacity**.

Self-employed Earnings

Your gross personal income from **your** business during the period of 12 months immediately preceding **Incapacity**, less any amount allowable as expenses against income tax, before the deduction of income tax (e.g. **your** share of pre-tax profits or net profits from **your** insured **Occupation**).

Normal Occupation

Each and every **Occupation** or **Occupations** performed for reward or profit and in which **you** are engaged during the 52 weeks immediately preceding **Incapacity**.

Occupation

Any **Gainful Occupation** or **Part-time Occupation**.

Part-time Occupation

An **Occupation** performed for reward or profit and in which **you** are engaged for at least six months prior to the onset of **Incapacity** and for an average of not more than 16 hours each week during those six months.

The **Benefit** shall not exceed £1,000 per month as adjusted by **Benefit** terms.

Period of Cover

Any period between the **Commencement Date** and cover ceasing for which a premium is paid in accordance with the terms of this **Policy**.

Policyholder/you/your

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

Policy

Our contract of insurance with **you** providing the cover as detailed in this policy document. The **Application, Policy Schedule** and **Financial Statement** form part of the contract and must be read together with this policy document (as amended from time to time).

Policy Schedule

The schedule giving (amongst others) **your** details and endorsements (if any).

Review Date

The fifth **Anniversary Date** and every **Anniversary Date** thereafter.

Termination Age

The age shown in the **Policy Schedule**, at which time cover under the **Policy** expires.

Unemployed

A period of at least three consecutive months immediately prior to the onset of **Incapacity**, during which **you** have ceased to follow **your Normal Occupation** and during which period **you** have not been following any other **Occupation**.

We/our/us

Aviva Health UK Limited on behalf of the insurer Aviva Life & Pensions UK Limited.

Benefits

Benefits available under this **Policy** are set out below and are payable to **you** subject to the **Deferred Period**, the **Benefit** Terms, Exclusions from Cover and Conditions set out in this **Policy**.

Benefits	Amount Payable/Limits
A. Total Benefit	
Eligibility for Total Benefit arises if immediately prior to Incapacity you were following a Gainful Occupation and you are not after the onset of Incapacity following any other Occupation .	The Benefit stated in the Policy Schedule .
B. Limited Benefit	
Eligibility for Limited Benefit arises if immediately prior to Incapacity you were engaged solely in household duties or a Part-time Occupation or you were Unemployed and as a result of the Incapacity you are able to satisfy the Personal Capability Assessment (see Benefit Term 12). See also Benefit Term 13, Limited Benefit Restrictions.	The Benefit payable shall not exceed £1,000 per month as adjusted by Benefit Terms.
C. Proportionate Benefit	
Eligibility for Proportionate Benefit arises if immediately prior to Incapacity you were following a Gainful Occupation and as a result of the Incapacity you follow a different Occupation with a reduction in your Normal Earnings .* * Benefit C Proportionate Benefit is not payable if your occupation falls within Classification A in the Policy Schedule .	The Benefit payable will be the percentage reduction of your Normal Earnings applied to Total Benefit . For example if your Normal Earnings are reduced by 70% you will receive 70% of the Total Benefit .
D. Rehabilitation Benefit	
Eligibility for Rehabilitation Benefit arises if immediately prior to Incapacity you were following a Gainful Occupation and if following Incapacity you resume your Normal Occupation but the Incapacity restricts the scope of your duties and as a result there is a reduction in your Normal Earnings . * Benefit D Rehabilitation Benefit is not payable if your occupation falls within Classification A/ 'Personal Capability Assessment' in the Policy Schedule .	The Benefit payable will be the percentage reduction of your Normal Earnings applied to Total Benefit . For example if your Normal Earnings are reduced by 70% you will receive 70% of the Total Benefit . We will not take account of any reduction in your Normal Earnings unless it is due to Incapacity .

The information on this page must be read in conjunction with the Benefit Terms, Conditions, Exclusions and the other documents forming **your Policy**.

Benefit Terms

1. Entitlement

a. Entitlement to **Benefit** for **Incapacity** commences only after the **Deferred Period** is completed without interruption whereupon, subject to this **Policy**, payment is made in respect of periods of **Incapacity** continuing after the **Deferred Period**.

b. **Benefit** for **Incapacity** will be paid monthly in arrears or at termination of **Incapacity** if earlier and will be paid pro-rata for any periods of qualifying **Incapacity** of less than one month.

2. Time Limits on Payment of Benefit

a. Benefit A Total Benefit, Benefit B Limited Benefit, and Benefit C Proportionate Benefit will be payable until the first to occur of:

- i. termination of **Incapacity**; or
- ii. attainment of **Termination Age**; or
- iii. attainment of **your** pension age; or
- iv. **you** being remanded in custody or becoming subject to a custodial sentence; or
- v. **your** death.

b. Benefit D Rehabilitation Benefit will be payable for a period not exceeding 24 months in respect of any one claim but not later than the earliest to occur of the events set out in 2ai, ii, iii and iv and v above.

3. Maximum Annual Amount Payable

a. When added to any continuation of salary, wages, benefits in kind, dividends or income due from any other source during or as a consequence of **Incapacity**, the annual amount of **Benefit** payable will be reduced so that the total shall not exceed 60% of **your Normal Earnings**.

For this purpose, income due from any other source includes:

- i. income from a business
- ii. income from a pension (excluding any continuation of regular pension payments which were being received prior to **Incapacity**)
- iii. any income paid as a consequence of **Incapacity** (excluding State Benefit)

iv. regular income under other insurance policies including:

- Income Protection / Permanent Health Insurance
- Mortgage Payment Protection
- Credit card protection
- Loan protection
- Waiver of Premium

Where any such income is taxable, the relevant amount **we** will take into account will be 80% of the gross amount payable.

b. No premiums are returnable due to the operation of 3a above.

c. 3a above does not apply to Benefit B Limited Benefit.

4. Waiver of Premium

During any period for which a **Benefit** payment for **Incapacity** is being paid any premium will be waived. Any revisions to the premium which would otherwise have been made under this **Policy** during such period will become effective at such time (if appropriate) as the premium payments recommence.

5. Index-Linking

Benefit for **Incapacity** will be reviewed annually at the **Anniversary Date** in line with the Retail Prices Index (the monthly index used by the Government that demonstrates the movement of retail prices in the UK (as published three months prior to the month in which the **Anniversary Date** occurs)) or a replacement of that index which is acceptable to **us** subject to the following:

- a. If **you** are in receipt of **Benefit** at the **Anniversary Date** any increase in **Benefit** will not exceed 12% of the **Benefit** in payment and Benefit Term 3a will not apply to any increase;
- b. Unless **you** are in receipt of **Benefit** at the **Anniversary Date** no increases will be made during the five years preceding the year in which **you** attain the **Termination Age**;
- c. A revised premium will be payable for any increase in **Benefit** which will be calculated using **our** then current rate for **your** age next birthday on the **Anniversary Date**.

6. Medical Supervision

To be eligible for **Benefit** for **Incapacity** you must be under the regular supervision and treatment of a **Medical Practitioner** in respect of the **Incapacity**.

7. Proportionate and Rehabilitation Benefit

For the purpose of calculating the reduction in **Normal Earnings** under Benefit C Proportionate Benefit and under Benefit D Rehabilitation Benefit (see page 4) any net increase in the Retail Prices Index (as published three months prior to the month in which the **Anniversary Date** occurs) or a replacement of that index which is acceptable to **us**, between the onset of **Incapacity** and the date when entitlement to Proportionate Benefit or Rehabilitation Benefit arises will be taken into account.

Benefit C Proportionate Benefit and Benefit D Rehabilitation Benefit will not be reduced by increases in **Normal Earnings** during the period in which that **Benefit** is being paid provided that increases do not exceed the increase in the Retail Prices Index (or a replacement of that index which is acceptable to **us**). (See Benefit Term 5.)

8. Linked Claims

Where **Benefit** has been received and **you** subsequently suffer **Incapacity** again from the same cause within 12 months of the cessation of that **Benefit** the **Deferred Period** will not re-applied.

9. Guaranteed Insurability

You will be eligible to exercise this option (by making a request to **us** and providing the supporting information **we** may reasonably request) if normal underwriting terms (with no premium loadings or non-standard exclusions) have been applied to the original **Policy**. Each time one of the events detailed below occurs, **you** may effect a single new policy of the same type as the **Policy** provided that any such new policy may not include any type of benefit or option not included in the original **Policy**.

Our premiums and any charges will be at **our** rates prevailing at the time but without regard to any minimum levels **we** might otherwise apply.

We will not require further evidence of health but any such new policy will be subject to **our** then current terms and conditions and underwriting parameters.

This option only applies as follows:

- The option can only be used after the **Policy** has been in force for 12 months, but no later than five years before **Termination Age**
- The new policy may not have a deferred period shorter than the original **Policy**, but the **Termination Age** may be extended by up to five years, subject to the maximum **Termination Age** **we** will allow as standard for **your Occupation**, or any lower **Termination Age** **we** have imposed on the original **Policy**

Benefit Terms

- Any new such policy will stand cancelled if the original **Policy** ends for any reason other than attainment of the **Termination Age**
- The total monthly **Benefit** including the new **Policy** shall not exceed 60% of gross earnings
- This option cannot be exercised once **you** have been subject to **Incapacity** after the **Commencement Date** (except **Incapacity** not resulting in a claim and which ended at least three months ago)
- This option can only be used in the following events in each case within 30 days of the event and subject to the maximum limits shown:
 - An increase in **your** share of the mortgage payment, up to the level of that increase, due to:
 - a home move or improvement
 - a mortgage discount period ending, or
 - becoming sole owner of the property following a legal separation (termination of your marriage or civil partnership)
 - **you** getting married/forming a civil partnership, up to £250 per month
 - **you** becoming a parent, up to £250 per month
 - **you** receiving a significant salary increase (at least 20%) as a direct result and immediately following attainment of a professional qualification, up to £500 per month

Such evidence as **we** may reasonably require must be provided at the time the option is exercised e.g. mortgage statements, birth/marriage/civil partnership certificate, contract of employment etc.

10. Career Break

If **you** take a career break **you** may arrange with **us** to reduce the level of cover and premiums relating to **you** to Benefit B Limited Benefit. If within the next five years **you** return to work, and the **Policy** has been continuously in force in the meantime, once **you** have completed three months of continuous work **your** cover and premiums can on request to **us** be restored to previous levels without the need for further medical underwriting (subject to Benefit Term 3 'Maximum Annual Amount Payable' and the eligibility criteria for a Benefit A 'Total Benefit'). If a claim arises within 52 weeks of the return to work, **we** will use the earnings prior to the career break, adjusted in line with the Retail Prices Index (or a replacement of that index which is acceptable to **us**) for the purposes of calculating **Benefit**.

11. Overseas Residence/Travel

You may travel or reside in any part of the world but **Benefit** payments will be restricted to a total maximum period of six months throughout the period of **Incapacity** whilst **you** are outside the United Kingdom, Channel Islands and Isle of Man.

12. Personal Capability Assessment

Where this applies, to be eligible for **Benefit you** must not be undertaking any work and be consistently unable to perform at least three of the Personal Capabilities listed below or suffer one of the Serious Illnesses listed.

Personal Capabilities

1. **Sitting in a chair** - sit in a chair for at least 30 minutes without unreasonable discomfort. 'Sit' means the ability to maintain the position of the trunk without the aid of the arms of a chair, or any other person, object or appliance.
2. **Getting up from a chair** - get up from a standard dining chair (without using the arms of the chair if fitted) and without the assistance of any other person, object or appliance.
3. **Standing** - stand and perform light tasks, using one hand for support, for a period of at least ten minutes.
4. **Walking** - walk a distance of more than 200 metres on flat ground without stopping. 'Walk' means normal walking without the use of sticks, crutches or other assistive devices. Turning around to complete the distance is acceptable.
5. **Lifting and carrying** - lift a 2kg bag of potatoes from waist height using either hand and carry it for five metres. 'Either hand' means both arms have to be disabled in order to satisfy the test; the test is not concerned with the ability to do this with both hands together; the 'bag of potatoes' is without handles.
6. **Walking up and down stairs** - walk up and down a flight of ten standard household stairs without holding on or taking a rest. Walk 'up and down' means that both tasks cannot be managed within a reasonable period, but not necessarily one after the other.
7. **Bending and kneeling** - bend or kneel to pick up a paper back book from the floor and straighten up again unaided. The activity begins from the sitting position. The intention is that the posture can be reached in such a way as to allow the performance of tasks commonly required in the average home or place of employment.
8. **Using hands** - pick up a pencil or pen from a table with forefinger and thumb. The inability of both hands is required to satisfy the test. Tasks may commonly be performed a little more clumsily with the non-dominant hand, but this test is concerned with inability.

9. **Maintain an ordinary UK driving licence** - without suffering fits or blackouts such that reasonable medical opinion requires the revocation of any ordinary UK driving licence or would preclude obtaining one. 'Ordinary UK driving licence' means a licence to drive Group 1 categories of vehicles only, and fitness to drive in the above circumstances is governed by the prevailing regulations as applied by the DVLA.

Serious Illness

1. **Blindness** - total, permanent and irreversible loss of sight in both eyes and certified blind by a UK Registered Consultant Ophthalmologist
2. **Terminal Illness** - advanced or rapidly progressing incurable illness where, in the opinion of an attending consultant and our Medical Officer, life expectancy is no longer than 12 months
3. **Complete Dependency** - being totally incapable of caring for one-self, requiring 24 hour medical supervision in a hospital or nursing home.

13. Limited Benefit Restrictions

If the **Deferred Period** is less than 13 weeks it will be automatically extended to 13 weeks for the purposes of Limited Benefit.

Limited Benefit is not payable once **you** reach the age of 60.

Exclusions from Cover

This **Policy** does not cover:

1. HIV infection/AIDS indication

Incapacity which in **our** reasonable medical opinion is related wholly or partly, directly or indirectly to infection at any time by a Human Immunodeficiency Virus (HIV), or to a medical condition which at any time indicates the development of Acquired Immune Deficiency Syndrome (AIDS).

This exclusion will not apply if:

- **Your Normal Occupation** is that of a medical, dental or emergency services professional and it is proved to **our** reasonable satisfaction that the **Incapacity** results accidentally from carrying out the normal duties of that profession after the **Commencement Date** and when reasonable and prudent precautions have been taken.
- Infection by any Human Immunodeficiency Virus results directly from a physical assault which took place in the European Union, United Kingdom, Channel Islands, Isle of Man, USA, Canada, Australia, New Zealand and Eire, occurring after the **Policy** start date.

A physical assault means involuntary contact with an infected sharp instrument or hypodermic needle, or sexual assault (without consent). The following conditions will also apply:
 - The assault must have been reported to the Police within five days
 - A test was taken within five days of the assault, which shows no HIV or HIV antibodies were present and a subsequent test taken within 12 months of the assault shows evidence of HIV or HIV antibodies.
- There is diagnosis of infection by any Human Immunodeficiency Virus where there is clear evidence, satisfactory to Aviva, that the infection occurred as a direct result of a blood transfusion given as medical treatment in the United Kingdom, Channel Islands or Isle of Man, after the **Policy** start date.

2. Intoxicating Liquor or Drugs

Incapacity due wholly or partly to **your** alcoholism, drug or other addiction, substance abuse, or wilful or reckless exposure to the effects of drugs or intoxicating liquor, other than drugs (not including drugs taken for the treatment of drug addiction) taken in accordance with treatment prescribed and directed by a **Medical Practitioner**.

3. War and Similar Risks

Incapacity due wholly or partly to a consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, terrorist activities, revolution, insurrection or military or usurped power.

Conditions

1. Compliance with Policy Terms

Our liability under this **Policy** will be conditional upon **you** complying with its terms and conditions.

2. Change of Risk

- a. **You** must inform **us** as soon as reasonably possible, if **you** change residence, cease to be employed in **Gainful Occupation**, or **you** retire before the **Termination Age**.
- b. In line with reasonable underwriting practice, **we** reserve the right to cancel cover or take all or any of the following steps in relation to **you** if there is a change of risk:
 - i. increase or decrease the premium
 - ii. reduce the **Termination Age**
 - iii. increase the **Deferred Period**
 - iv. reduce eligibility for **Benefit**.
- c. If **we** do cancel this **Policy** for a change of risk **we** shall give 30 days' notice sent by first class post or delivered by hand to **your** last known address. If **we** do so, **you** may be entitled to a proportionate refund of premium.

3. Other Insurances/Benefits

You must inform **us** as soon as reasonably possible of any other insurances or benefits for illness, injury or incapacity being in effect in relation to them. This includes but is not limited to: mortgage or loan protection, continuation of income or benefits in kind, pension commencing during claim.

4. Premiums

- a. The premium payable under this **Policy** is shown in the **Financial Statement**.
- b. This **Policy** shall not be subject to any alterations in premium rate except for those introduced at an **Anniversary Date** under Benefit Term 5 or those introduced following a Change of Risk under Condition 2 or those introduced at a **Review Date** under Condition 6.
- c. All premiums are payable in advance of any cover being provided under the **Policy**. Each monthly premium relates to one month's cover. Each annual premium relates to one year's cover.
- d. All premiums are due on the payment due date shown in the **Financial Statement**.

5. Cancellation

- a. This **Policy** will stand cancelled automatically upon non-payment of the premium, although **we** may at **our** discretion reinstate cover if the premium is subsequently paid within 14 days.
- b. Whilst **we** shall not cancel this **Policy** because of eligible claims, **we** may at any time (with retrospective effect where appropriate) terminate cover or subject cover to different terms in line with reasonable underwriting and insurance practice if you have at any time:
 - i. misled **us** by mis-statement, concealment or omission;
 - ii. knowingly claimed **Benefit** for any purpose other than as is provided for under this **Policy**;
 - iii. agreed to any attempt by a third party to obtain an unreasonable pecuniary advantage to **our** detriment;
 - iv. otherwise failed to observe the terms and conditions of this **Policy** or failed to act with utmost good faith.
- c. No premiums are returnable due to the operation of 5b above.

Conditions

6. Premium Review

Your Policy has reviewable premiums, which means that **your** premium may be changed to reflect updated views on the expected cost of providing cover. **Your** premium can only be changed on a **Policy Anniversary Date** from the fifth **Policy Anniversary Date** onwards. **Your** premium may go up or down, or may remain unchanged as a result of the review, and there is no limit to the size of the change.

When reviewing premiums **we** will take a fair and reasonable view on the likely future cost of providing cover by considering:

- **Our** experience to date on **our** individual Income Protection product, and all other Aviva Income Protection policies of a similar nature.
- Information reasonably available to **us** on the actual and expected experience of insurers of similar Income Protection plans.
- Widely available economic information such as interest rates and tax rates.

The reviews will compare the costs allowed for in **your** premium with the updated view on future costs. **We** will not look to recoup past losses or redistribute past profits as part of a review, and **your** premium will not be directly affected by whether you have claimed or not.

In detail, when conducting the reviews, **we** will consider the future impact of following factors:

- cost of claims
- policy lapses
- interest rates
- expenses
- tax rates
- cost of reinsurance
- impact of regulatory changes

We will give **you** at least 30 days notice of any change as a result of such a review. If **we** advise **you** of an increase in premium, then **you** have the option to leave **your** premium unchanged and reduce the level of benefit instead.

7. Claims Procedure

- a. Notification of a claim for **Benefit** must be given to **us** in writing as soon as reasonably possible (in the case of **Incapacity**, before the period of **Incapacity** has lasted two months or before the expiry of the **Deferred Period** if shorter than two months).

Failure to notify **us** within these time limits may result in the postponement of, or refusal of a claim.

- b. Claim forms and any other documentation issued by **us** must be completed and returned to **us** as soon as reasonably possible.
- c. All certificates including proof of age, information and evidence required by **us** shall be provided at **your** expense and shall be in such form and of such nature as **we** may reasonably prescribe. In particular **you** will sign any consent forms provided by **us** to allow **us** access to any of **your** relevant medical records held by a **Medical Practitioner**.
- d. **We** will require documentary evidence of earnings. The following are **our** minimum requirements and **we** may at **our** reasonable discretion require additional evidence:
 - If employed - **we** require the last 12 months payslips immediately prior to incapacity and the last P60 certificate. A PAYE Coding Notice (or replacement) will be required in respect of benefits in kind.
 - If self-employed - **we** require satisfactory documentary evidence of personal earnings, during the 12 months prior to **Incapacity**, as assessed for income tax purposes and declared to and agreed by Her Majesty's Revenue and Customs, together with the profit and loss accounts which relate to this.
- e. As often as **we** reasonably require **you** will provide such information as **we** may request and submit (on **our** behalf and at **our** expense) to medical examinations or tests (including blood tests) by a medical examiner appointed by **us** in respect of any alleged illness or accidental injury and **you** shall sign any necessary consent forms provided by **us** to allow **us** access to the results of any relevant medical examinations and/or tests.

Conditions

- f. **You** shall take whatever reasonable steps are necessary to assist **your** recovery including allowing access by disability counsellors and/or advisers appointed for **our** purpose and **you** shall sign any consent forms reasonably necessary.
- g. Claims may only be made in respect of **Incapacity** during a **Period of Cover**.

8. Claims - our rights

- a. **You** must without delay give **us** written notification of any claim or right of action against any party arising out of any circumstances which gave rise to a claim under this **Policy** and must continue to keep **us** fully informed in writing and take all steps **we** reasonably require in making a claim upon that other party.
- b. **We** shall be entitled to prosecute in **your** name for **our** own benefit any claim for indemnity or damages or otherwise which relates to any **Benefit** and costs paid or payable under this **Policy**. **We** shall have full discretion in the conduct of any such proceedings and in the settlement of any such claim but **we** shall have no responsibility for any claim for uninsured losses, in respect of which **you** should ensure that independent legal advice is taken.
- c. **We** will have direct access to anyone appointed on **your** behalf in respect of **your** claim and **you** will give that person any instructions that **we** require. **You** will notify **us** immediately if anyone offers to settle a claim or makes a payment into court. **You** will not agree to settle or withdraw a claim without **our** prior approval. If **you** do not accept the recommendation of the person appointed to act on your behalf to accept a reasonable offer or payment into court to settle a claim, **we** may refuse to pay further **Benefit**.

9. Invalid Claims

If any claim under this **Policy** is in any respect invalid, then without affecting any other legal rights **we** may have, any **Benefit** paid in respect of that claim must be refunded and any **Benefit** otherwise payable in respect of that claim will be forfeited. Furthermore **we** shall have the right to cancel the **Policy** without any refund of premium.

10. No Assignment etc

No **Benefit** shall be made the subject of any charge, security interest, assignment, transfer or trust. **We** shall not be obliged to recognise or accept notice of any third party claim or purported interest in respect of any **Benefit**.

11. No Waiver

Nothing done or not done by **us** will amount to waiver or diminish **our** rights at any time.

12. Payment in Sterling

All payments will be made in sterling at the rate ruling in London on the due date of payment.

13. Jurisdiction

This **Policy** is governed by and shall be construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

14. Enforcement

Only **you** and **us** are parties to this **Policy**. Other persons will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce this **Policy** or any part of it. This will not affect any third party right or remedy if available apart from that Act.

15. Consents

You agree and consent on a continuing basis to the computer and other processing and use of all personal and medical details received by **us** from time to time. This includes processing by the data controllers and relevant third parties (which may include medical and other service providers and relevant intermediaries) for the purposes of **Policy** administration, service provision, reinsurance, claims validation and fraud prevention.

You also agree to provide or procure the provision of such confirmations of consent (if any) as **we** may require from time to time. Processing may be in any part of the world. Processing will be carried out in such a manner as to ensure adequate standards of data protection within the meaning of UK law. The data controllers are Aviva Health UK Limited, Aviva Insurance Limited and Aviva Life & Pensions UK Limited.

Further information

If you have any cause for complaint

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

If your concern is about the sale of your policy please contact:

Customer Concerns Unit
Royal Bank of Scotland, PO Box 883
Trinity Quay
Avon Street
Bristol
BS99 5TY
Telephone: 0117 940 3666
E-mail: ccuadvice@RBS.co.uk

If your concern is about anything else relating to this product, please contact:

Aviva Health UK Ltd
Complaints Department
PO Box 540
Eastleigh
SO50 0ET
Telephone: 0800 015 1024
E-mail: hccomp@aviva.co.uk

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

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Telephone: 0300 123 9123
Email: complaint.info@financialombudsman.org.uk
Website: www.financial-ombudsman.org.uk

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

Language

All our communications with you in connection with this Policy will be in English.

If you want to cancel your policy

After you receive your Policy documents you will have 30 days in which to change your mind and cancel your Policy. If you decide to cancel your Policy, any money you have already paid will be refunded, provided no claims have been made in the 30 day 'cooling off' period.

If you wish to cancel your Policy please complete and return the cancellation form included in your welcome pack. If we do not hear from you we will continue to collect your premium in accordance with instructions previously provided by you and continue to give you the cover as detailed in this Policy document.

The Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Where you are entitled to claim, insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from:

Financial Services Compensation Scheme
7th Floor, Lloyds Chambers
Portsoken Street
London, E1 8BN
Website: www.fscs.org.uk

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