

Royal Bank of Scotland Temporary Accident Cover

Income Protection Plan



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Aviva's 'Temporary Accident Cover' is designed to provide you with free accident cover commencing on your application for Income Protection, for up to a maximum of 90 days.

This booklet tells you what you need to know about Temporary Accident Cover, including:

- what to do if you need to claim
- what is covered
- what we mean by some of the terms used in this document.

If you do need to make a claim, this information will be useful, so please keep this booklet somewhere safe.

We've tried to make this booklet as easy to understand as possible, but if you have any questions or queries about your policy please call us on 0800 158 3122 and we will be pleased to help you.

If you are deaf or hard of hearing and have a textphone, you may call us free of charge via BT Typetalk on 18001 0800 1583 122.

You'll see some words shown in **bold** type. These are defined terms and have specific meanings when used in this document. The meanings of these words are shown in the definitions section at the back.

This plan is insured by Aviva Life & Pensions UK Limited and administered by Aviva Health UK Limited.

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Benefits

Benefits available under this **policy** are set out in the table, and in the event of a claim are payable to **you**.

It's important to read the information in this table alongside the definitions, benefit terms, conditions, exclusions and other documents forming the **policy**.

Benefits	Amount Payable/limit
Full Benefit	
<p>We will pay full benefit if immediately before the start of incapacity you were following a full-time occupation and, after the start of incapacity you are not following any other occupation.</p>	<p>This will be the amount stated in your application, subject to the maximum annual amount payable.</p>
Limited Benefit	
<p>We will pay limited benefit if immediately before incapacity, you were not in a full-time occupation but were performing:</p> <ul style="list-style-type: none"> ■ household duties; or ■ a part-time occupation, <p>and because of the incapacity you are able to satisfy the personal capability assessment.</p>	<p>We will pay benefit of up to £1,000 per month.</p> <p>We will not pay benefit beyond the age of 60.</p> <p>We will apply a minimum deferred period of 13 weeks.</p>
Proportionate Benefit	
<p>We will pay proportionate benefit if immediately before incapacity, you were following a full-time occupation and as a result of the incapacity you now follow a different occupation with a reduction in your earnings.</p>	<p>The percentage reduction of your earnings will be applied to the full benefit to calculate the amount of proportionate benefit we will pay you.</p> <p>For example if your earnings are reduced by 70% you will receive 70% of the full benefit.</p> <p>We will not pay proportionate benefit if your occupation is shown as classification A in your illustration.</p>
Rehabilitation Benefit	
<p>We will pay rehabilitation benefit if immediately before incapacity you were following a full-time occupation, and following incapacity you return to your occupation but the incapacity restricts the scope of your duties and as a result there is a reduction in your earnings.</p>	<p>The percentage reduction of your earnings will be applied to the full benefit to calculate the amount of rehabilitation benefit we will pay you.</p> <p>For example if your earnings are reduced by 70% you will receive 70% of the full benefit.</p> <p>We will only take account of any reduction in your earnings if it is due to your incapacity.</p> <p>We will not pay rehabilitation benefit if your occupation shows as classification A in your illustration.</p> <p>If you are claiming for Rehabilitation Benefit, your incapacity must last at least seven consecutive days. After seven consecutive days your incapacity must restrict the scope of your duties for the remainder of the deferred period.</p> <p>Rehabilitation Benefit will be payable for a maximum of 24 months.</p>

Benefit Terms

1. Cover

Cover is provided in the event that **you** suffer a loss of income as a result of an **accidental injury**, where that injury has happened after the date **we** received **your application** for Income Protection.

You can only apply for this cover once.

2. Duration of cover

Your Temporary Accident Cover will provide **you** with cover for a maximum of 90 days starting on the date **we** receive **your application** for Income Protection. If **we** make an underwriting decision on **your application** for income protection within the 90 day period of cover, **your** Temporary Accident Cover will automatically cease on the date of that decision.

If when we review **your application** it is accepted subject to non-standard underwriting terms, **you** will have 14 days from the date of **our** letter to decide if **you** wish to accept this decision and those terms. If **we** do not hear from you within 14 days, your Temporary Accident Cover will terminate at the end of that 14 day period. For the avoidance of doubt, this provision will not extend your Temporary Accident Cover beyond the maximum 90 day period.

If **you** cancel **your application** for Income Protection before **you** receive **our** underwriting terms, **your** Temporary Accident Cover will immediately and automatically terminate with that cancellation and any claim made under it will be rejected, or if **you** are already in claim **benefit** payments will cease.

3. Entitlement to benefit

- **You** will become eligible to claim **benefit** for **incapacity** when the **deferred period** has finished.
- **Benefit** for **incapacity** will be paid monthly in arrears or at end of **incapacity** if earlier, and will be paid pro-rata for any periods of **incapacity** which last less than one month.

4. Time limits on payment of benefit

a. **Benefit** for **incapacity** will be paid until:

- the end of **incapacity**; or
- you reach the policy **termination age**; or
- **your** normal pension age; or
- **you** are remanded in custody or are subject to a custodial sentence; or
- **you** die,

whichever happens first.

5. Maximum annual amount payable

(this does not apply to limited benefit)

The maximum amount of **benefit we** will pay will be:

■ 60% of **your earnings**

up to a maximum annual amount of £36,000*, less any income due from other sources. Where any of this income is taxable, **we** will reduce the gross amount by 20% for the purpose of this calculation. Income from other sources includes:

- continuing income from a business
- continuing income from an employer
- income from a pension which is first paid after **incapacity**
- any income received because of **incapacity** (not including State Benefit)
- regular income under other insurance policies, whether held with us or not, including:
 - Income Protection / Permanent Health Insurance
 - Mortgage Payment Protection
 - Credit card protection
 - Loan protection
 - Waiver of Premium

Example

Mr Smith has taxable earnings of £25,000 per year, and has an insured benefit of £1,250 per month payable after a 13 week deferred period.

In the event of long term sickness, his employer pays him full pay for 13 weeks and half pay for the next 13 weeks.

The calculation of the maximum benefit payable after 13 weeks would be as follows:

Earnings	= £25,000
Reduced to 60%	= £15,000

We would then deduct the annual equivalent of the continuing earnings payable by the employer. However, as continuing earnings are taxable, we would reduce the amount deducted by 20%. The calculation of continuing earnings would be as follows:

50% of £25,000	= £12,500
Reduced by 20%	= £10,000

We would then deduct the £10,000 from the £15,000 to arrive at an annual maximum benefit of £5,000 or £417 per month.

Once Mr Smith's employer stopped paying him half his normal pay, we would remove this from the calculation and pay him the full annual maximum benefit of £15,000 or £1,250 per month.

*Changes due to index-linking may take benefits above the maximum annual amount of £36,000.

6. Index-linking

Your plan is designed to help keep pace with the cost of living, therefore **we** will review the **benefit** in line with the **retail prices index** published three months before the effective date of **our** calculation. This will be performed on an annual basis on the anniversary of the date **you** become entitled to receive **benefit**.

7. Medical supervision

You must be under the regular supervision and treatment of a **medical practitioner** for **your incapacity**, to be eligible for **benefit**.

8. Proportionate and Rehabilitation benefit

When calculating the reduction in **earnings** under proportionate and rehabilitation benefit (see page 2), any change in the **retail prices index** between the start of **incapacity** and the date when Proportionate or Rehabilitation benefit becomes payable will be taken into account.

Proportionate and Rehabilitation benefit will not be reduced by increases in **earnings** during the period in which that **benefit** is being paid, provided those increases are not higher than the change in the **retail prices index** (see index-linking).

Where **we** refer to the **retail prices index**, this means the **retail prices index** as published three months before the effective date of **our** calculation for rehabilitation or proportionate benefit.

9. Overseas residence

You may travel to, or reside in any part of the world, however **we** will limit **benefit** payments to a maximum combined total of six months throughout the period of **incapacity** whilst **you** are outside of the UK, Channel Islands and Isle of Man.

If **you** return to living within the United Kingdom, Channel Islands or Isle of Man and **you** still satisfy the definition of **incapacity**, the amount of **benefit** payable to **you** will continue and will be calculated in accordance with the terms of this **policy**. For the avoidance of doubt, any **benefit** not paid whilst **you** were not living within the United Kingdom, Channel Islands or Isle of Man will not be retrospectively paid.

10. Personal capability evaluation

Where this applies, to be eligible for **benefit you** must not be working and in reasonable clinical opinion be consistently unable to perform at least three of the personal capabilities listed below, or suffer one of the serious conditions 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. **Standing** - stand and perform light tasks, using one hand for support, for a period of at least five minutes. For example, making a cup of tea.

3. **Walking** - walk a distance of more than 200 metres on flat ground without stopping. 'Walk' means normal walking without the use of devices such as sticks / crutches.

4. **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.

5. **Walking up and down stairs** - walk up and down a flight of ten standard household stairs without 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.

6. **Bending and kneeling** - bend or kneel to pick up a paperback 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.

7. **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.

8. **Combined movement** - the ability to get in and out of a standard saloon car passenger seat.

9. **Maintain an ordinary UK driving licence** – without suffering fits or blackouts such that reasonable medical opinion requires that **your** ordinary UK driving licence is revoked, or would stop **you** 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.

Benefit Terms

Serious conditions

1. **Blindness** - permanent* and irreversible# loss of sight to the extent that even when tested with the use of visual aids vision is measured at 3/60 or worse in the better eye using a Snellen eye chart.

2. **Deafness** - permanent* and irreversible# loss of hearing to the extent that the loss is greater than 95 decibels across all frequencies in the better ear using a pure tone audiogram.

*By 'permanent' we mean expected to last throughout your life, irrespective of when your cover ends or you retire.

#By 'irreversible' we mean cannot be reasonably improved upon by medical treatment and / or surgical procedures used by the NHS in the UK at the time of a claim.

3. **Terminal Illness** - advanced or rapidly progressing incurable illness where, in the opinion of an attending consultant and our Medical Officer, the life expectancy is no longer than 12 months.

4. **Complete Dependency** - being totally incapable of caring for one-self, requiring 24 hour medical supervision in a hospital or nursing home.

5. **Mental Illness** -

a) Diagnosis of a severe mental illness by a Consultant Psychiatrist which has resulted in in-patient admission for at least seven consecutive days on the direction of the Consultant Psychiatrist, and results in both:

- severe and continuous reduction in mental and social functioning, and
- continuous supervision and care under the NHS Care Programme approach at the highest level.

Or

b) Brain disease or brain injury causing progressive loss of ability to understand, perceive, reason, express and remember, giving rise to you requiring continuous personal care.

Policy conditions

1 Compliance with policy terms

Our liability under this **policy** will rely upon **you** complying with its terms and conditions.

2 Cancellation

We may at any time, in line with reasonable underwriting and insurance practice (and retrospectively where appropriate) change the policy terms or cancel cover if **you** have:

- knowingly withheld relevant information from **us**;
- knowingly claimed **benefit** for any purpose other than provided for under this **policy**;
- agreed to any attempt by a third party to obtain an unreasonable financial advantage to **our** detriment; or
- failed to observe the terms and conditions of this **policy**.

3 Third party interest

Benefit cannot be made the subject of any charge, security interest, assignment, transfer or trust. **We** will not recognise or accept notice of any third party claim or interest in respect of any **benefit**.

4 Law

This **policy** is governed by English law, and will be subject to the exclusive jurisdiction of the English courts.

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

This **policy** is a contract between **us** and **you**. No other persons will have any 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.

5 Consents

You agree and consent to the computer and other processing and use of all personal and medical details received by **us**. This includes processing by the data controllers and relevant third parties (which may include medical and other service providers and relevant intermediaries) for the purpose of:

- policy administration
- market research
- service provision
- reinsurance
- claims validation; and
- fraud prevention.

You also agree to provide and obtain confirmations of consent (if any) as **we** may require. Processing may be in any part of the world. Processing will be carried out in such a manner that ensures adequate standards of data protection within the meaning of English law are adhered to. The data controllers are Aviva Life & Pensions UK Limited (3253947), Aviva Health UK Limited (2464270), and Aviva Insurance Limited (2116).

6 Change of address

You should tell **us** if **you** change address.

Claims conditions

1 Your Claim

We will only consider **your** claim for **benefit** if the **accidental injury** giving rise to the claim has occurred after the day, and time, that **we** received **your application** for Income Protection.

2 Claims procedure

We need **you** to tell us about any claim as soon as possible. Either:

- before the period of **incapacity** has lasted two months; or
- before the **deferred period** ends if it is shorter than two months.

If **you** does not tell us within these time limits, **we** will either postpone or refuse **your** claim if due to the delay in notification **we** are unable to confirm **incapacity** to **our** satisfaction.

If **we** have to postpone a claim, **benefit** payments will be delayed.

3 Our requirements

You must complete and return claim forms and any other documentation requested by **us**, as soon as reasonably possible.

Apart from medical information or medical evidence requested by **us**, **you** will pay for all certificates, information and evidence that **we** require (including proof of age).

We will not be able to process any claim unless **you** sign the consent forms provided by **us**, to allow **us** access to **your** relevant medical records held by a **medical practitioner**.

We will also need evidence of earnings. These are **our** minimum requirements and **we** reserve the right to request more evidence:

- If employed – **we** need:
 - the last 12 months payslips immediately before incapacity
 - the last P60 certificate; and
 - A PAYE Coding Notice (or replacement) will be required if benefits in kind are covered.
- If self-employed – **we** need:
 - evidence of personal earnings, during the 12 months (or 36 months for **benefit** based on an

annual average over 3 years) before **incapacity**, as assessed for income tax purposes and declared to and agreed by Her Majesty's Revenue and Customs; and

- the profit and loss accounts which relate to this.

If **your** evidence of **earnings** does not match the details provided in **your application**, **we** reserve the right to cancel **your policy** in line with Policy Condition 2, or change the amount of **benefit** payable.

You need to provide all information that **we** request, and:

- undergo medical examinations or tests (at **our** request and at **our** expense) by a medical examiner appointed by **us** in respect of any alleged **accidental injury**; and
- sign any necessary consent forms to allow **us** access to the results of any relevant medical examinations and/or tests.

You must take whatever reasonable steps are necessary to assist **your** recovery, which include:

- meeting and working with disability counsellors and/or advisers appointed for **our** purpose; and
- signing any necessary consent forms.

4 Payments

All payments will be made in sterling on the due date unless we have postponed **your** claim as detailed above.

5 Our rights

You must tell **us** as soon as possible if **you** are making a third party claim against anyone due to any circumstances that also resulted in a claim under this **policy**. For example, a road traffic accident that was not **your** fault which has caused **incapacity**.

You must continue to keep **us** fully informed in writing about such third party claims and take all steps **we** require when making **your** claim against that third party.

In relation to the third party claim, **we** will be entitled to prosecute in **your** name in respect of any claim for indemnity or damages or otherwise which caused **us** to pay any **benefits** or costs under this **policy**. **We** will have full discretion in the conduct of any such proceedings and in the settlement of any resulting claim. **We** will have no responsibility for any claim for any other losses that are not related to this **policy**. For these claims **you** should ensure that **you** take independent legal advice.

We require direct access to anyone appointed on your behalf in respect of **your** third party claim and **you** hereby give **your** consent to this access and agree to give that person any instructions that **we** require.

You will notify **us** immediately if anyone offers to settle **your** third party claim or makes a payment into court.

You must not agree to settle or withdraw the third party claim without **our** prior approval.

If **you** don't accept the recommendation of the person appointed to act on **your** behalf to accept a reasonable offer or payment into court to settle a third party claim, **we** may refuse to pay further **benefit**.

6 Unfounded claims

If any claim under this **policy** is in any respect unfounded, then without affecting any other legal rights **we** may have, any **benefit** paid for that claim will be reclaimed by **us**, and no further **benefit** will be paid. **We** will also have the right to cancel the **policy**.

Exclusions

We will not pay **benefit** for **your accidental injury** if it has happened as a result of:

- flying other than as a fare paying passenger
- parachuting
- skydiving or hang gliding
- motor sport
- powerboat racing
- diving; or
- mountaineering,

Or any of:

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 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 **policy** start 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 **us**, 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.

Definitions

Throughout this booklet certain words are shown in **bold** type. These are defined terms and have specific meanings when used in this guide. The meanings of these words are set out below.

Accidental injury

An unexpected, accidental, external or visible event (or any combination of these) resulting directly in **incapacity**.

Application

The information that **you** provided when **you** applied for Income Protection and Temporary Accident Cover, and that **we** have based **your** cover on.

Benefit

The benefit described under the benefits section of this policy wording.

Deferred period

The number of consecutive weeks of **incapacity** which must pass before **you** become entitled to receive **benefit**, as selected in **your application**.

Duties

The material and substantial duties of **your occupation** which **you** cannot reasonably avoid or change.

Earnings

Your employed salary or **your self-employed earnings**.

Employed salary

Your earnings, salary or wage (including benefits in kind) before tax from **your** employment during the period of 12 months immediately before the start of **incapacity**.

Benefits in kind

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

- Company 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 **earnings** under this **policy** providing:

1. the dividends or distributions are paid direct to **you** instead of regular wages or salary in the period of 12 months before the start of **incapacity**; and
2. the dividends or distributions are consistent with a level of regular wages or salary that the paying company's trading position reasonably allows on a continuing basis.

Self-employed earnings

Your earnings from **your** business before tax, during the period of 12 months before the start of **incapacity**, less any allowable expenses against income tax. (This means **your** share of pre-tax net profits from **your** insured **occupation**).

If **you** selected for **benefit** to be calculated based on **your** earnings over 36 months, the earnings used to calculate **your benefit** will be based on an annual average of **your** earnings over the 36 months before the start of **incapacity**, less any allowable expenses against income tax.

Incapacity

You are unable to perform the **duties** of **your occupation**, because of **your accidental injury**.

If **you** are able to perform the **duties** of **your occupation**, the definition of incapacity will not be satisfied.

If the classification of **your occupation** includes the letter 'A' incapacity will be defined using the 'personal capability assessment'.

If the classification of **your occupation** includes the letter 'B' incapacity will be defined by **your** inability to perform the **duties** of **your occupation** or any occupation for which you are qualified by training, education or experience, because of **your accidental injury**.

The classification of **your occupation** can be found in **your** illustration.

Medical practitioner

A medical practitioner on the List of Registered Medical Practitioners with the UK General Medical Council, or in the case of **benefit** paid for temporary overseas residence, the equivalent body in the relevant country.

Occupation

Each and every **full-time occupation** or **part-time occupation** which **you** are following during the 12 months immediately before **incapacity**.

'Occupation' means a trade profession or type of work undertaken for profit or reward. It is not a specific occupation with any particular employer and is independent of location.

Full-time occupation

Any occupation performed for reward or profit which **you** were doing for at least six months before the start of **incapacity** and for more than an average of 16 hours per week during those six months.

Part-time occupation

Any occupation performed for reward or profit which **you** were doing for at least six months before the start of **incapacity** and for an average of 16 hours or less per week during those six months.

We will not pay **benefit** of more than £1,250 per month for cover based on a part-time occupation (see limited benefit).

Policy

Our contract of insurance with **you** providing the cover as detailed in this document. The **application** forms part of the contract and must be read together with this policy wording.

Retail prices index

The monthly index used by the Government that demonstrates the movement of retail prices in the UK, or an equivalent replacement of that index which is acceptable to **us**.

Termination age

The age shown in the **application** at which cover under the **policy** ends.

We/our/us

Aviva Health UK Limited (company reference number 2464270) who administers **your policy** on behalf of the insurer Aviva Life and Pensions UK Limited (company reference number 3253947).

You/your

A person named as an insured person in the **application**.

Further Information

If you have any cause for complaint

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

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

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

The financial services compensation scheme (FSCS)

The FSCS covers your policy. It'll cover you if Aviva becomes insolvent and we are unable to meet our obligations under the policy.

For this type of policy, the FSCS will cover you for 90% of the total amount of an existing claim. The FSCS will also provide a refund of 90% of the premiums that have not been used to pay for cover whether you are making a claim under the policy or not.

For further information, see www.fscs.org.uk or telephone 020 7892 7300

Language

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

