



Personal Income Protection

Sample Policy Conditions

Actual policy conditions will be issued on commencement of your policy.



Policy Conditions
LEGAL DOCUMENT
KEEP SAFE

Personal Income Protection from Aviva

These Policy Conditions, the Schedule and Special Conditions (detailed in the Schedule, if any), together with the Application, contain full details of and form the life assurance contract (the 'Policy') between the Policyholder named on the Schedule and Aviva Life & Pensions UK Limited in respect of Personal Income Protection.

Where the words 'Aviva' or 'we' or 'us' or 'our' are used in these Policy Conditions, they refer to Aviva Life & Pensions UK Limited. The words 'you' and 'your' means the Policyholder.

Please read the Policy carefully, to confirm that it meets your requirements.

The Policy for Personal Income Protection from Aviva is issued to you.

1. LEGAL POSITION/INTERPRETATION

- 1.1 The Policy for your Personal Income Protection from Aviva is a contract underwritten by Aviva.
- 1.2 Aviva Life & Pensions UK Limited has its branch office Aviva Life & Pensions Ireland at the following address: One Park Place, Hatch Street, Dublin 2, Ireland. You should use this address for any written communication with Aviva relating to your Policy. Premiums and Benefits under this Policy are payable in the currency of Ireland through our branch office, Aviva Life & Pensions Ireland.
- 1.3 Your Policy is effective from the **Start Date** until the earlier of the **Cessation Date** or any date on which the policy ceases or terminates in accordance with these Policy Conditions.
- 1.4 The Schedule gives details of the **Life Assured** to whom the Policy relates.
- 1.5 The laws of Ireland apply to your Policy.
- 1.6 These Policy Conditions shall be construed together. Unless otherwise expressly stated therein or the context otherwise requires, each condition is subject to Aviva's terms or requirements in any other condition or conditions. This shall not be limited by any particular provision being stated to be subject to any other particular provision. To the extent that any Special Conditions apply and conflict with or qualify any other provisions of these Policy Conditions then those Special Conditions shall prevail.
- 1.7 The headings are for reference purposes only and shall not affect the interpretation of these Policy Conditions.
- 1.8 Any reference to any statutory provision (or particular chapter, part or section thereof) shall include any corresponding previous enactment and subsequent statutory modification or re-enactment and any regulations there under.



2. DEFINITIONS

When used in these conditions the terms outlined below shall have the meanings given to them below. For ease of reference we have printed the terms below in bold italics when they are referred to in the policy.

Benefit

means a payment by Aviva, which becomes payable on the happening of an event or contingency described in these Policy Conditions, comprising any one as may apply of the ***Full Benefit Amount, Limited Benefit Amount, Proportionate Benefit Amount*** or ***Rehabilitation Benefit Amount***.

Cessation Date

means the date identified as such on the Schedule.

Deferred Period

means the period identified as such on the Schedule being a period during which the ***Life Assured*** is ***Disabled*** but in respect of which no ***Benefit*** is payable.

Disability

means because of illness or injury the ***Life Assured***, in the reasonable opinion of Aviva, in respect of ***Full Benefit Amount*** fulfils the criteria of whichever of the definitions at (a) or (b) below is specified in the Schedule and in respect of ***Limited Benefit Amount*** fulfils the criteria of the definition at (b) below:

(a) *Own Occupation Disability*

means that because of illness or injury the ***Life Assured*** is totally unable to carry out the essential duties of his or her ***Normal Occupation*** and is not engaged in any other gainful employment or self-employment; the term "essential duties" means those duties, which cannot reasonably be omitted without preventing the ***Life Assured*** from carrying out his or her ***Normal Occupation***.

(b) *Work Tasks Disability*

means that because of illness or injury, the ***Life Assured*** is totally unable to perform (with aids or adaptations) three or more of the following tasks and is not engaged in any gainful employment or self-employment:

- Walk: the ability to walk more than 200m on a level surface without stopping due to breathlessness or severe pain elsewhere in the body
- Rise/Sit: the ability to rise and sit using a chair with arms without the help of another person
- Fine Hand Control: the ability to remove five paracetamol from a blister pack in 60 seconds
- Communicate: to hear (with hearing aid or other aid if normally used) and speak with sufficient clarity to be able to hold a conversation in a quiet room in the first language of the ***Life Assured***.
- See: decreased visual ability such that even when tested with the use of visual aids, vision is measured at 6/60 or worse in the better eye using a Snellen eye chart
- Lift and carry: to lift (from table height) and carry a 2 kg weight, 10m and place back down at table height.

Where ***Work Tasks Disability*** is specified in the Schedule, ***Rehabilitation Benefit Amount*** (Condition 4.11) will not be payable and ***Proportionate Benefit Amount*** (Condition 4.12) will not be payable.

**Disabled**

shall have a corresponding meaning to **Disability**.

Earnings

means:-

- (a) to the extent that the **Normal Occupation** means the **Life Assured** is self employed, the average annual **Net Relevant Earnings** for the three most recent years (ending on a date to be reasonably determined by Aviva) prior to the date of ceasing self-employment on account of **Disability** or if **Net Relevant Earnings** are not available for all or part of this period it will mean average annual **Net Relevant Earnings** for such period or periods as Aviva may reasonably determine;
- (b) to the extent that the **Normal Occupation** means the **Life Assured** is a company director or an employee, average annual earnings from employment (excluding discretionary bonuses, dividends from your employer and overtime) for the previous twelve consecutive months prior to the date of ceasing employment on account of **Disability**.

Full Benefit Amount

means the amount of **Benefit** on which the **Premium** is based and that is agreed to be covered by Aviva, being (on and from the **Start Date** until subsequently amended by notice to you in writing by Aviva) the amount identified as such on the Schedule, and being (subsequent to amendment) the amount as notified to you in writing by Aviva.

Income before Disability

means **Earnings** of the **Life Assured**, before the **Life Assured** suffered a **Disability** in respect of which **Benefit** is paid, indexed as reasonably determined by Aviva to provide a fair comparison of **Earnings** at the date of payment of the relevant **Proportionate Benefit Amount** or **Rehabilitation Benefit Amount**.

Life Assured

means the person named as such on the Schedule.

Limited Benefit Amount

A specified monetary amount as determined by Aviva from time to time and available to you on request (the amount at December 2012 being €12,000 per annum).

Net Relevant Earnings

means the amount of the **Life Assured's** net profit, as assessed for Income Tax purposes.

Normal Benefit Amount

means the **Full Benefit Amount** that would be payable if the **Life Assured** remained **Disabled**.

Normal Occupation

means the **Life Assured's** occupation or occupations immediately prior to **Disability**.

Normal Retirement Date

means the date on which the **Life Assured** reaches the age at which he/she will normally retire from his/her **Normal Occupation** provided that where **Normal Occupation** is comprised of more than one occupation it shall mean the earlier or earliest of the dates on which the **Life Assured** reaches the age at which he/she will normally retire from any of those occupations.

Policyholder

means the person who applied for this policy and is named as such on the Schedule.

**Proportionate Benefit Amount**

means an amount of **Benefit** calculated in accordance with the following formula

$$\frac{(IBD-RPI) \times NBA}{IBD}$$

where

IBD = **Income before Disability**

NBA = **Normal Benefit Amount**

RPI = **Reduced Proportionate Income.**

Reduced Proportionate Income

means the **Earnings** of the **Life Assured** from working in a different occupation to his or her **Normal Occupation** where, because of illness or injury, the **Life Assured** is totally unable to carry out the essential duties of his or her **Normal Occupation**.

Reduced Rehabilitation Income

means the **Earnings** of the **Life Assured** from working in his or her **Normal Occupation** on a reduced basis where, because of illness or injury, the **Life Assured** is totally unable to carry out the essential duties of his or her **Normal Occupation** on an unreduced basis.

Rehabilitation Benefit Amount

means an amount of **Benefit** calculated in accordance with the following formula

$$\frac{(IBD-RR) \times NBA}{IBD}$$

where

IBD = **Income before Disability**

NBA = **Normal Benefit Amount**

RR = **Reduced Rehabilitation Income.**

Related Disability

means a **Disability** where the underlying cause of the illness or injury of the **Life Assured** is the same as or is directly or indirectly attributable to the underlying cause of the illness or injury of the **Life Assured** that gave rise to a previous **Disability** in respect of which a **Benefit** was paid under this policy.

Start Date

means the date identified as such on the Schedule.



3. PREMIUMS

- 3.1 You have agreed to pay the Premiums shown on the Schedule. Premiums are payable monthly, until the earlier of the **Cessation Date** or this policy ceasing or terminating in accordance with these Policy Conditions.
- 3.2 Unless otherwise agreed with Aviva, the Premiums will be paid by direct debit from your bank account.
- 3.3 Subject to the Indexation Option at Condition 5 below, Premiums will remain level throughout the term of your Policy.
- 3.4 It is your responsibility to ensure that Premiums are paid as they fall due. Premiums must be paid within 30 days of the due date, otherwise your Policy will automatically terminate and no **Benefit** will be payable. If a **Benefit** becomes payable within the 30-day period of grace, the amount payable will be reduced by the amount of any outstanding Premiums.
- 3.5 Premiums will be waived under the Policy while a **Benefit** is being paid. Such waiver will cease when payment of **Benefit** ceases. If payment of **Benefit** ceases before the **Cessation Date** and before this policy ceases or terminates in accordance with these Policy Conditions, cover under the Policy will recommence once Premium payments have resumed. The amount of Premium payments on resumption will be the amount of the Premium payments immediately prior to payment of **Benefit** increased (where applicable) pursuant to Condition 5.



4. PERSONAL INCOME PROTECTION BENEFIT

4.1 Occurrence of *Benefit*

- (a) On the occurrence of *Disability* before the earlier of the *Cessation Date* or this policy ceasing or terminating in accordance with these Policy Conditions and while the *Life Assured* is working in his/her *Normal Occupation*, Aviva will, subject to and in accordance with the terms of this Condition 4, pay to you a *Benefit* in the amount of the *Full Benefit Amount* increased (where applicable) by the exercise of the indexation option pursuant to Condition 5.
- (b) On the occurrence of *Disability* (in the assessment of which the *Work Tasks Disability* will be used), before the earlier of the *Cessation Date* or this policy ceasing or terminating in accordance with these Policy Conditions and while the *Life Assured* is not working in his/her *Normal Occupation* and is not engaged in any other gainful employment or self-employment, Aviva will, subject to and in accordance with the terms of this Condition 4, pay to you a *Benefit* in the amount of the *Limited Benefit Amount*.

4.2 Becoming unemployed:

If the *Life Assured* becomes unemployed, no benefit other than the *Limited Benefit Amount* shall be payable under this policy.

4.3 Limits to the amount of *Benefit* payable:

The maximum amount of *Benefit* payable shall not in any event exceed the lesser of (a) or (b) below:

- (a) A specified monetary amount as determined by Aviva from time to time and available to you on request (the amount at December 2012 being €250,000 per annum) and increased (where applicable) pursuant to Condition 5.
- (b) An amount calculated by taking 75% of the *Earnings* of the *Life Assured* and then reducing the result by all of the following:
 - (i) the annualised amount of the personal rate of social welfare illness benefit to which the *Life Assured* is entitled to at the date of payment of the first instalment of *Benefit*, whether such illness benefit is claimed or not or whether it ceases while the *Benefit* is continuing to be paid and
 - (ii) the annualised amount of any other income protection benefit to which the *Life Assured* is entitled and
 - (iii) the annualised amount of any income including but not limited to salary, sick pay and continuing income from business to which the *Life Assured* is entitled and
 - (iv) any ill-health retirement income resulting from the *Disability* in respect of which a *Benefit* is being paid under this policy and
 - (v) if the *Life Assured* is a company director of the employer (with whom he/she pursues his/her *Normal Occupation*) at the date of payment of *Benefit*, the annualised amount of dividend income from the employer to which the *Life Assured* becomes entitled, which is in excess of the average annualised dividend income received from the employer in the previous 36 consecutive months prior to date of ceasing employment on account of *Disability*.

Aviva does not monitor and does not take any responsibility as to whether the amount of *Benefit* payable would be less than the amount that would be expected to be payable having regard to the *Full Benefit Amount*.



4.4 Term and frequency of **Benefit** payment

Payment of the **Benefit** pursuant to Condition 4.1 will commence (subject to Conditions 4.5 and 4.10) on the expiry of the **Deferred Period**, be payable by monthly instalments in arrears, and continue to be paid until the earliest of:

- (a) the **Life Assured** no longer being **Disabled**, or
- (b) the **Cessation Date**, or
- (c) the **Normal Retirement Date** or
- (d) the **Life Assured's** death or
- (e) this policy ceasing or terminating in accordance with these Policy Conditions.

4.5 Notice of Disability:

Payment of **Benefit** is subject to your notifying us in writing as follows:

- (a) Where the **Deferred Period** identified on the Schedule is four weeks you must notify us in writing within two weeks of the date of ceasing employment or self-employment on account of **Disability**. If you do not notify us in writing within this period, we will treat the **Disability** as if it had started on the day falling two weeks before we received notification.
- (b) Where the **Deferred Period** identified on the Schedule is eight weeks you must notify us in writing within four weeks of the date of ceasing employment or self-employment on account of **Disability**. If you do not notify us in writing within this period, we will treat the **Disability** as if it had started on the day falling four weeks before we received notification.
- (c) Where the **Deferred Period** identified on the Schedule is thirteen weeks you must notify us in writing within eight weeks of the date of ceasing employment or self-employment on account of **Disability**. If you do not notify us in writing within this period, we will treat the **Disability** as if it had started on the day falling eight weeks before we received notification.
- (d) Where the **Deferred Period** identified on the Schedule is twenty-six weeks you must notify us in writing within thirteen weeks of the date of ceasing employment or self-employment on account of **Disability**. If you do not notify us in writing within this period, we will treat the **Disability** as if it had started on the day falling thirteen weeks before we received notification.
- (e) Where the **Deferred Period** identified on the Schedule is fifty-two weeks you must notify us in writing within twenty-six weeks of the date of ceasing employment or self-employment on account of **Disability**. If you do not notify us in writing within this period, we will treat the **Disability** as if it had started on the day falling twenty-six weeks before we received notification.

4.6 Evidence of Disability:

Before Aviva can consider a claim we must receive:

- (a) a claim form about his or her sickness or accident, completed by the **Life Assured**
- (b) a medical certificate completed by a doctor who has treated or examined the **Life Assured** in respect of the **Disability**.

Before and during a claim Aviva reserve the right to require such declarations, evidence and cooperation, as we may reasonably request from you, to include without limitation any one or more of the following:

- (c) further declarations from the **Life Assured** about his or her **Disability** and further medical certificates from his or her own doctor
- (d) the **Life Assured** to be examined by a doctor of our choice and to ask for any other reasonable evidence we need to consider the claim or to confirm that the **Life Assured** remains **Disabled**.



- (e) a report from the **Life Assured's** own doctor or any other doctor who has treated or examined the **Life Assured**
- (f) a report from a member of our staff, or a person acting on our behalf, who has visited the **Life Assured** in his or her own home to discuss the claim.

In particular but without limitation in the case of **Work Tasks Disability** before and during a claim Aviva reserve the right to require, as we may reasonably request from you, any one or more of the following:

- (g) Evidence that the condition has been investigated and is being managed by a relevant medical consultant in the field and that appropriate medical advice and treatment has been complied with.
- (h) Where appropriate, an assessment by a relevant medical consultant in the field e.g. Occupational Therapist arranged by Aviva.
- (i) In respect of the "Walk" task, evidence that the **Life Assured** has been taking appropriate medication prescribed by a relevant medical consultant in the field.
- (j) In respect of the "Communicate" task, evidence that the condition has been investigated and is being managed by a relevant medical consultant in the field.

We will pay the cost of all reports or evidence requested by us except the cost of obtaining at any time medical certificates from the doctor who has treated or examined the **Life Assured** in respect of the **Disability** on initial diagnosis of the **Disability** pursuant to which a claim for **Benefit** is made.

We reserve the right not to pay **Benefit**, or to terminate a claim, if any evidence requested by us is not provided or does not in our reasonable opinion justify the payment or continuance of **Benefit**.

4.7 Financial Evidence:

Admittance of a claim and payment of **Benefit** is subject to Aviva receiving financial evidence regarding the **Life Assured** that fulfils Aviva's financial requirements (which are available on request from Aviva).

4.8 No refund of Premium:

You are not entitled to any refund of Premium even if we do not pay any **Benefit** or all or any of the **Benefit** stated in the Schedule.

4.9 Increase in **Benefit** during payment:

This Condition only applies where Increase in **Benefit** during payment is shown on the Schedule.

The amount of any **Benefit** shall increase in payment on the first and subsequent anniversaries of the date of payment of the first instalment of **Benefit** at the rate of 3% per annum compound. When payment of **Benefit** ceases, before the **Cessation Date** and before this policy ceases or terminates in accordance with these Policy Conditions, the amount of **Benefit** covered under the policy will recommence at the amount of **Benefit** covered immediately prior to payment of **Benefit** increased (where applicable) pursuant to Condition 5.



4.10 Non Application of Deferred Period:

A **Deferred Period** shall not apply in respect of any payment of **Full Benefit Amount** or **Limited Benefit Amount** in respect of a **Related Disability** where such payment commences within a period of six months of the date of payment of the last instalment of **Full Benefit Amount** or **Limited Benefit Amount**.

4.11 Rehabilitation Benefit:

This Conditions 4.11 does not apply if **Work Tasks Disability** is specified in the Schedule.

If, while **Full Benefit Amount** is in payment, the **Life Assured** with the agreement of Aviva goes back to work in his or her **Normal Occupation** on a reduced basis, Aviva will, subject to and in accordance with the terms of this Condition 4, pay to you a **Benefit** in the amount of the **Rehabilitation Benefit Amount** provided that the following have been satisfied:

- (a) Because of illness or injury the **Life Assured** is totally unable to carry out the essential duties of his or her **Normal Occupation** on an unreduced basis.
- (b) The **Earnings** of the **Life Assured** from working on a reduced basis is less than his or her **Income Before Disability**.
- (c) The reduction in the **Earnings** of the **Life Assured** is or continues to be solely as a result of the original **Disability**.

Aviva will require evidence to our reasonable satisfaction of the **Reduced Rehabilitation Income** of the **Life Assured** and failing such reserves the right to reduce the amount of or cease payment of the **Rehabilitation Benefit Amount**.

Payment of **Rehabilitation Benefit Amount** will cease on whichever occurs the earliest of:

- (a) the **Life Assured's** income from working on a reduced basis becomes equal to or greater than his or her **Income Before Disability**
- (b) the **Life Assured** ceases to be **Disabled**
- (c) the **Cessation Date**
- (d) the **Normal Retirement Date**
- (e) the **Life Assured's** death
- (f) the expiry of a period of twelve months from the first payment of a **Rehabilitation Benefit Amount** or
- (g) this policy ceasing or terminating in accordance with these Policy Conditions provided that if we cease to pay the **Rehabilitation Benefit Amount** due to (a) above and the **Life Assured's** income from working on a reduced basis subsequently ceases to be equal to or greater than his or her **Income Before Disability** we will, subject always to (b), (c), (d), (e), (f) and (g) above, start to pay a **Rehabilitation Benefit Amount** again.

4.12 Proportionate Benefit:

This Condition 4.12 does not apply if **Work Tasks Disability** is specified in the Schedule.

If, while **Full Benefit Amount** is in payment, the **Life Assured** with the agreement of Aviva takes up a different occupation to his or her **Normal Occupation**, Aviva will, subject to and in accordance with the terms of this Condition 4, pay to you a **Benefit** in the amount of the **Proportionate Benefit Amount** provided that the following have been satisfied:

- (a) Because of illness or injury the **Life Assured** is totally unable to carry out the essential duties of his or her **Normal Occupation**.
- (b) The **Earnings** of the **Life Assured** in such different occupation is lower than his/her **Income Before Disability**.



- (c) The reduction in the **Earnings** of the **Life Assured** is or continues to be solely as a result of the original **Disability**.

Aviva will require evidence to our reasonable satisfaction of the **Reduced Proportionate Income** of the **Life Assured** and failing such reserves the right to reduce the amount of or cease payment of the **Proportionate Benefit Amount**.

Payment of the **Proportionate Benefit Amount** will cease on whichever occurs the earliest of:

- (a) the **Life Assured's** income from the new occupation becoming equal to or greater than his or her **Income Before Disability**
 - (b) the **Life Assured** ceases to be **Disabled**
 - (c) the **Cessation Date**,
 - (d) the **Normal Retirement Date**
 - (e) the **Life Assured's** death or
 - (f) this policy ceasing or terminating in accordance with these Policy Conditions
- provided that if we cease to pay the **Proportionate Benefit Amount** due to (a) above and the **Earnings** of the **Life Assured** from his/her new occupation subsequently ceases to be equal to or greater than his or her **Income Before Disability** we will, subject always to (b), (c), (d), (e), and (f) above, start to pay a **Proportionate Benefit Amount** again.

4.13 Commencement/Continuation of payments conditions:

We reserve the right not to commence or (if commenced) to cease **Benefit** payments if:

- (a) the **Life Assured** does not follow relevant medical advice, or
- (b) the **Life Assured** does not at our reasonable request agree to participate in a relevant rehabilitation programme or does not cooperate to the best of his or her ability throughout a relevant rehabilitation programme in which he or she is participating, or
- (c) evidence to our reasonable satisfaction of the **Life Assured's Disability** or continued **Disability** is not provided to us, or
- (d) in the case of **Rehabilitation Benefit Amount** or **Proportionate Benefit Amount**, evidence to our reasonable satisfaction that the reduction in the **Earnings** of the **Life Assured** is or continues to be solely as a result of the original **Disability**, is not provided to us, or
- (e) the **Life Assured** is engaged in any gainful employment or self-employment without our agreement.

4.14 Cash-in-value:

This policy will not have an encashment value at any time.



5. INDEXATION OPTION

- 5.1 This Condition only applies where Indexation is shown on the Schedule.
- 5.2 On each anniversary of the Start Date, while no **Benefit** is being paid and while premiums are being paid, Indexation means that the amount of the **Full Benefit Amount** will automatically be increased by 3% per annum compound.
- 5.3 Indexation will not apply during any period in respect of which **Benefit** is being paid. On returning to work following payment of **Benefit**, the **Full Benefit Amount** will recommence at the amount of **Benefit** covered immediately prior to payment of **Benefit** allowing for any Indexation pursuant to Condition 5.2 that would have occurred had no **Benefit** been paid.

Indexation will cease on the earlier of the **Cessation Date** or this policy ceasing or terminating in accordance with these Policy Conditions.

- 5.4 Indexation means that where the **Full Benefit Amount** is so increased the Premiums will increase automatically by 3.5% per annum compound in line with the increase in the **Full Benefit Amount**.
- 5.5 Subject always to Condition 5.6, no medical evidence of good health is required in respect of this automatic Indexation.
- 5.6 You may by notice in writing to Aviva no later than the expiry of 10 days after the anniversary of the Start Date, on which such increase would otherwise be effected, require that the Indexation increase does not apply to the **Benefit**. If you require that two successive Indexation increases do not apply, such Indexation increases will no longer apply automatically. Aviva may at its discretion accede to any subsequent request for any such Indexation increases to apply subject to such conditions as Aviva may determine, including without limitation, production of such medical and other evidence of good health as Aviva may reasonably require.

6. EXCLUSIONS AND TERRITORIAL LIMITS

- 6.1 No **Benefit** will be paid and any **Benefit** in payment will cease if in the reasonable opinion of Aviva **Disability** arises from or is aggravated by any one or more of the following:
- (a) Intentional self-injury, the influence of alcohol or drugs (other than drugs taken as prescribed by a Registered Medical Practitioner).
 - (b) Participation in a criminal act.
- 6.2 **Benefit** already in payment will cease after 13 weeks of a **Life Assured** commencing to reside outside the Territorial Limits unless the **Life Assured** has returned permanently to reside in the Territorial Limits prior to the expiry of that 13 weeks or Aviva have given our prior written agreement to an extension. The term "Territorial Limits" means Western Europe (Andorra, Austria, Belgium, Channel Islands, Denmark, Finland, France, Germany, Gibraltar, Greece, Iceland, Ireland, Isle of Man, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, San Marino, Spain, Sweden, Switzerland, the United Kingdom), Australia, Canada, Hong Kong, New Zealand, Singapore, South Africa, United Arab Emirates or United States of America.



7. TAXATION AND OTHER LEGISLATION

- 7.1 If any changes in taxation, other legislation or Revenue Commissioner practice are implemented which affect Aviva and/or the Premiums to this Policy and/or the **Benefit** payable under this Policy and/or this Policy, Aviva may alter the terms of the Policy as it considers appropriate and equitable.

8. MIS-STATEMENT OF AGE OR SMOKER STATUS

- 8.1 If the date of birth or smoker status of a **Life Assured** has been mis-stated on the Application for this Policy, Aviva may cancel the Policy without payment of **Benefit** or refund of Premiums.

9. MISREPRESENTATION

- 9.1 If any question on the Application for this Policy has not been fully, correctly and truly answered, resulting in a misrepresentation or non-disclosure of a material fact, Aviva may cancel the Policy without payment of **Benefit** or refund of Premiums. We must also have been told of any changes or additions after completion of the Application but prior to the Start Date of your Policy.

10. ASSIGNMENT

- 10.1 The policy may not be assigned to any third party.

11. REINSTATEMENT

- 11.1 If your policy ceases, because of non-payment of Premiums, you may reinstate it within 6 calendar months of the date on which the first unpaid Premium was due, provided that you provide Aviva with such medical and other evidence of good health as Aviva may reasonably require and pay all outstanding Premiums together with a late payment charge as determined by Aviva as it considers appropriate and equitable.

If you wish to reinstate your policy, you must inform Aviva in writing.



12. APPROVAL BY THE REVENUE COMMISSIONERS

- 12.1 Your Policy is approved by the Revenue Commissioners under Section 125 of the Taxes Consolidation Act 1997.
- 12.2 Regardless of anything to the contrary in these Policy Conditions, Aviva will not be obliged to accept further Premiums under your Policy if: -
- (i) the Policy ceases to be approved by the Revenue Commissioners, or
 - (ii) the Revenue Commissioners alter the tax treatment of Aviva relating to the Policy.
- 12.3 If, further to this Condition 12, Aviva declines to accept further Premiums from any date, your Policy will be terminated at that date and no **Benefit** will be payable.

13. COMPLAINTS

- 13.1 Any complaints about this Policy should be referred to Aviva. However, if your complaint is not dealt with to your satisfaction, you may refer your complaint to:

Financial Services Ombudsman's Bureau

Address: 3rd Floor, Lincoln House, Lincoln Place, Dublin 2

Lo-call: 1890 88 20 90 Fax: (01) 662 0890

E-mail: enquiries@financialombudsman.ie

Website: www.financialombudsman.ie

Full details of the remit of the Financial Services Ombudsman's Bureau can be obtained directly from their office.

14. YOUR 30 DAY GUARANTEE

- 14.1 If, after studying this Policy, you feel that this Policy is not suitable for your needs, you may cancel it without any penalty. To do so, return this Policy (including the Schedule) to Aviva within 30 days of the Policy Date shown on the Schedule, together with a signed and dated letter instructing Aviva to cancel the Policy. Any Premiums, which you have paid, will be refunded in full and the **Benefit** will be cancelled.

For and on behalf of Aviva

A handwritten signature in black ink, appearing to read 'Gary Marshall'.

Gary Marshall
Managing Director
Aviva Life & Pensions Ireland

Sample

Sample

Actual policy conditions will be issued on commencement of your policy.

Aviva Life & Pensions UK Limited, trading as Aviva Life & Pensions Ireland, is authorised by the Prudential Regulation Authority in the UK and is regulated by the Central Bank of Ireland for conduct of business rules.

Aviva Life & Pensions UK Limited, trading as Aviva Life & Pensions Ireland, is also regulated in the UK: by the Prudential Regulation Authority for prudential rules and, to a limited extent, by the Financial Conduct Authority for applicable UK conduct rules. Registered Branch Office in Ireland (No 906464) at One Park Place, Hatch Street, Dublin 2.
Tel (01) 898 7000 Web www.aviva.ie Registered in England (3253947) at 2 Rougier Street, York, YO90 1UU.

Telephone calls may be recorded for quality assurance purposes.