
Flexible Protection Plan

Sample Policy Conditions

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



Policy Conditions

LEGAL DOCUMENT
KEEP SAFE

Flexible Protection Plan

These Policy Conditions, the Appendices, 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(s) named on the Schedule and Aviva Life & Pensions UK Limited in respect of the Flexible Protection Plan.

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(s).

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

The Policy for the Aviva Flexible Protection Plan is issued to you.

1. LEGAL POSITION/INTERPRETATION

- 1.1 The Policy for your Flexible Protection Plan 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 shown on the Schedule until the Cessation Date, which means the earlier of:
 - The Expiry Date shown on the Schedule;
 - Any date on which the Policy ceases or terminates in accordance with these Policy Conditions.
- 1.4 The Schedule gives details of the Life Insured or Lives Insured 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. To the extent that any Special Conditions apply and conflict with or qualify any other provisions of these Policy Conditions then, unless otherwise specified in those Special Conditions, 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 statute (or particular chapter, part or section thereof) shall include any corresponding previous enactment and subsequent statutory modification or re-enactment or any regulations there under.



2. PREMIUMS

- 2.1 You have agreed to pay the Premiums shown on the Schedule. Premiums are payable, at the frequency shown on the Schedule, until the Cessation Date.
- 2.2 Unless otherwise agreed with Aviva, the Premiums will be paid by direct debit from your bank account.
- 2.3 Subject to the Indexation Option at Condition 8 below, Premiums will remain unchanged throughout the term of your Policy.
- 2.4 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 benefits 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. DEATH BENEFIT

- 3.1 With the exception of Conditions 3.4.3, 3.5.3 and 3.6.3 this Condition 3 only applies where a Death Benefit is shown on the Schedule and cover in respect of which continues in force under this Policy until death or otherwise stated in accordance with these terms.
- 3.2 Subject to Condition 7 the amount of the Death Benefit is the amount as shown on the Schedule in respect of the Death Benefit as increased by any exercise of the Indexation Option pursuant to Condition 8 and reduced as set out in this Condition 3 where an Accelerated Specified Illness Benefit as defined in Appendix A and Accelerated Total and Permanent Disability Benefit as defined in Appendix A are shown on the Schedule.
- 3.3 Payment of the Death Benefit in accordance with this Condition 3 is, without limitation on Condition 1.6, subject always to Conditions 2 (Premiums), 13 (Contributory Exclusions) and 14 (Claim Requirements).
- 3.4 Where this Policy is arranged on a Single Life basis:
 - 3.4.1 A Death Benefit will become payable on the death of the Life Insured on or after the Start Date and prior to the Cessation Date.
 - 3.4.2 Where an Accelerated Specified Illness Benefit and an Accelerated Total and Permanent Disability Benefit are shown on the Schedule, the amount of the Death Benefit payable on the death of the Life Insured will be reduced by an amount equal to the amount of any Specified Illness Benefit paid under Condition 4 and Appendix A or any Total and Permanent Disability Benefit paid under Condition 6.
 - 3.4.3 Where no Death Benefit is shown on the Schedule, then, provided that no Specified Illness Benefit or Total and Permanent Disability Benefit is payable or paid, a Death Benefit of 5% of the Specified Illness Benefit will become payable if the Life Insured dies on or after the Start Date and prior to the Cessation Date.
 - 3.4.4 Once a Death Benefit is paid this Policy will terminate and no further benefits will be payable.
- 3.5 Where this Policy is arranged on a Joint Life basis:
 - 3.5.1 Death Benefit will become payable on the death of the Life Insured who dies first on or after the Start Date and prior to the Cessation Date.



- 3.5.2 Where an Accelerated Specified Illness Benefit and an Accelerated Total and Permanent Disability Benefit are shown on the Schedule the amount of the Death Benefit payable on the death of the Life Insured who dies first will be reduced by an amount equal to the amount of any Specified Illness Benefit paid on either of the Lives Insured under Condition 4 and Appendix A or any Total and Permanent Disability Benefit paid on either of the Lives Insured under Condition 6.
- 3.5.3 Where no Death Benefit is shown on the Schedule, then, provided that no Specified Illness Benefit or Total and Permanent Disability Benefit is payable or paid, on the death on or after the Start Date and prior to the Cessation Date of the remaining Life Insured a Death Benefit of 5% of the Specified Illness Benefit shown on the Schedule will be payable.
- 3.5.4 Once a Death Benefit is paid this Policy will terminate and no further benefits will be payable.
- 3.6 Where this Policy is arranged on a Dual Life basis:
- 3.6.1 Death Benefit will become payable on the death of each Life Insured on or after the Start Date and prior to the Cessation Date.
- 3.6.2 Where an Accelerated Specified Illness Benefit and an Accelerated Total and Permanent Disability Benefit are shown on the Schedule, the amount of the Death Benefit payable on the death of each Life Insured will be reduced by an amount equal to the amount of any Specified Illness Benefit paid under Condition 4 and Appendix A in respect of that Life Insured or any Total and Permanent Disability Benefit paid under Condition 6 in respect of that Life Insured.
- 3.6.3 Where no Death Benefit is shown on the Schedule for a Life Insured, then, provided that no Specified Illness Benefit or Total and Permanent Disability Benefit is payable or paid in respect of that Life Insured, on the death of that Life Insured on or after the Start Date and prior to the Cessation Date, a Death Benefit of 5% of the Specified Illness Benefit shown on the Schedule in respect of that Life Insured will be payable.
- 3.6.4 In the event that one Life Insured dies on or after the Start Date and prior to the Cessation Date while the second Life Insured is still living, cover in respect of the surviving Life Insured will subject to Condition 2 (Premiums) remain in force with the premium reduced by the amount of premium which had been payable in respect of benefits for the deceased Life Insured.
- 3.6.5 Once a Death Benefit is paid on the death of the remaining Life Insured, this Policy will terminate and no further benefits will be payable.
- 4. SPECIFIED ILLNESS BENEFIT**
- 4.1 This Condition 4 only applies where a Specified Illness Benefit and a Total and Permanent Disability Benefit are shown on the Schedule and cover in respect of which continues in force under this Policy until the occurrence of the event giving rise to a valid claim for benefit under this Condition 4.
- 4.2 If no benefit other than Specified Illness Benefit and a Total and Permanent Disability are shown on the Schedule, then on payment of a Specified Illness Benefit listed in Appendix A or a Total and Permanent Disability Benefit or in the case of a Policy arranged on a Dual Life basis on payment of one Specified Illness Benefit listed in Appendix A or one Total and Permanent Disability Benefit in respect of each Life Insured, the policy will terminate and no further benefits will be payable.



- 4.3 The amount of the Specified Illness Benefit is the amount as shown on the Schedule in respect of Specified Illness Benefit as increased by any exercise of the Indexation Option pursuant to Condition 8 and reduced, where an Accelerated Specified Illness Benefit is shown on the Schedule, by the amount of Terminal Illness Benefit paid (or paid in respect of that Life Insured in the case of a Policy arranged on a Dual Life basis) under Condition 7.
- 4.4 Payment of the Specified Illness Benefit in accordance with this Condition 4 is, without limitation on Condition 1.6, subject always to Conditions 2 (Premiums), 11 (Medical Evidence), 12 (Territorial Limits), 13 (Contributory Exclusions), 22 (Change of Occupation) and 14 (Claim Requirements).
- 4.5 Where this Policy has been arranged on a Single Life basis:
- 4.5.1 A Specified Illness Benefit will become payable if the Life Insured suffers one of the Specified Illnesses listed in Appendix A on or after the Start Date and prior to the Cessation Date and then survives a period of 14 days after the date of diagnosis of the Specified Illness. On payment of a Specified Illness Benefit listed in Appendix A, in accordance with this Condition 4 no further Specified Illness Benefit or Total and Permanent Disability Benefit shall be payable under this policy.
- 4.5.2 If an Accelerated Specified Illness Benefit and a Death Benefit are shown on the Schedule and a Specified Illness Benefit listed in Appendix A is payable but not yet paid in accordance with this Condition 4 then, subject to Condition 7, a Death Benefit shall become payable on the death of the Life Insured on or after the Start Date and prior to the Cessation Date and before the payment under this Condition 4 of the Specified Illness Benefit and the Specified Illness Benefit shall not be paid.
- 4.5.3 If an Accelerated Specified Illness Benefit and a Death Benefit are shown on the Schedule and a Specified Illness Benefit listed in Appendix A is paid in accordance with this Condition 4, the amount of the Death Benefit is reduced by the amount of the Specified Illness Benefit so paid. If the amount of the Death Benefit to be so reduced is less than or equal to the amount of the Specified Illness Benefit so paid then, on payment of the Specified Illness Benefit, this Policy will terminate, no further benefits will be payable and no further premiums will become due.
- 4.6 Where this Policy has been arranged on a Joint Life basis:
- 4.6.1 A Specified Illness Benefit will become payable on the first occurrence of either of the Lives Insured suffering one of the Specified Illnesses listed in Appendix A on or after the Start Date and prior to the Cessation Date and then surviving a period of 14 days after the date of diagnosis of the Specified Illness. On payment of a Specified Illness Benefit listed in Appendix A in accordance with this Condition 4 no further Specified Illness Benefit or Total and Permanent Disability Benefit shall be payable.
- 4.6.2 If an Accelerated Specified Illness Benefit and a Death Benefit are shown on the Schedule and a Specified Illness Benefit listed in Appendix A is payable but not yet paid in accordance with this Condition 4 then, subject to Condition 7, a Death Benefit shall become payable on the death of the Life Insured who dies first on or after the Start Date and prior to the Cessation Date and before the payment under this Condition 4 of the Specified Illness Benefit and the Specified Illness Benefit shall not be paid.



- 4.6.3 If an Accelerated Specified Illness Benefit and a Death Benefit are shown on the Schedule and a Specified Illness Benefit listed in Appendix A is paid in accordance with this Condition 4, the amount of the Death Benefit is reduced by the amount of the Specified Illness Benefit so paid. If the amount of the Death Benefit to be so reduced is less than or equal to the amount of the Specified Illness Benefit so paid then, on payment of the Specified Illness Benefit, this Policy will terminate, no further benefits will be payable and no further premiums will become due.
- 4.7 Where this Policy has been arranged on a Dual Life basis:
- 4.7.1 A Specified Illness Benefit will become payable if a Life Insured suffers one of the Specified Illnesses listed in Appendix A on or after the Start Date and prior to the Cessation Date and then survives a period of 14 days after the date of diagnosis of the Specified Illness. Only one Specified Illness Benefit under the Policy is payable in respect of each Life Insured. On payment of a Specified Illness Benefit listed in Appendix A in accordance with this Condition 4 in respect of a Life Insured no further Specified Illness Benefit or Total and Permanent Disability Benefit shall be payable under this Policy in respect of that Life Insured.
- 4.7.2 If an Accelerated Specified Illness Benefit and a Death Benefit are shown on the Schedule in respect of a Life Insured and a Specified Illness Benefit listed in Appendix A is payable but not yet paid in accordance with this Condition 4 in respect of that Life Insured then, subject to Condition 7, a Death Benefit shall become payable on the death of that Life Insured before the payment under this Condition 4 of the Specified Illness Benefit and the Specified Illness Benefit shall not be paid.
- 4.7.3 If an Accelerated Specified Illness Benefit and a Death Benefit are shown on the Schedule in respect of a Life Insured and a Specified Illness Benefit listed in Appendix A is paid in accordance with this Condition 4 in respect of that Life Insured, the amount of the Death Benefit in respect of that Life Insured is reduced by the amount of the Specified Illness Benefit so paid. If the amount of the Death Benefit to be so reduced is less than or equal to the amount of the Specified Illness Benefit so paid then, on payment of the Specified Illness Benefit, this Policy will cease to relate to that Life Insured, no further benefits will be payable and no further premiums will become due in respect of that Life Insured.

5. PARTIAL SPECIFIED ILLNESS BENEFIT

- 5.1 This Condition 5 only applies where a Specified Illness Benefit and a Total and Permanent Disability Benefit are shown on the Schedule and cover in respect of which continues in force under this Policy until the occurrence of the event giving rise to a valid claim for Partial Payment Specified Illness Benefit under this Condition 5.
- 5.2 Partial Payment Specified Illness Benefit is payable when a Life Insured is diagnosed as having a Partial Payment Specified Illness Condition as defined in Appendix B, and survives for a period of 14 days after date of diagnosis. On diagnosis and certification of one of the Partial Payment Specified Illness Conditions listed in Appendix B, Aviva will pay the following amount:
- 50% of the level of Specified Illness Benefit in respect of the Life Insured under the Policy as at the date of the event giving rise to the claim as increased by any exercise of the Indexation Option pursuant to Condition 8 for any illness defined in Appendix B with the exception of Angioplasty - Single Vessel, subject always to an overall maximum payment of €20,000.



- In the case of Angioplasty - Single Vessel, 50% of the level of Specified Illness Benefit in respect of the Life Insured under the Policy as at the date of the event giving rise to the claim as increased by any exercise of the Indexation Option pursuant to Condition 8 subject always to an overall maximum of €5,000.
- 5.3 Payment of a Partial Payment Specified Illness Benefit in accordance with this Condition 5 is, without limitation on Condition 1.6, subject always to Conditions 2 (Premiums), 11 (Medical Evidence), 12 (Territorial Limits), 13 (Contributory Exclusions), 14 (Claim Requirements) and 22 (Change of Occupation).
- 5.4 On payment of a Partial Payment Specified Illness Benefit listed in Appendix B, in accordance with this Condition 5 no further payment will be payable to the Life Insured or to either Life Insured in the case of a policy arranged on a Joint Life basis in respect of that particular Partial Payment Specified Illness.
- 5.5 If a Partial Payment Specified Illness Benefit has become payable to the Life Insured or is under consideration by Aviva and within 30 days of the date of diagnosis and certification of the Partial Payment Specified Illness in accordance with Condition 14 and prior to the Cessation Date the Life Insured suffers one of the Specified Illnesses listed in Appendix A, then subject to Condition 4, a Specified Illness Benefit will become payable to the Life Insured, unless in the reasonable opinion of the Aviva Chief Medical Officer, the occurrence or diagnosis of the Specified Illness is related to the Partial Payment Specified Illness in which case the Specified Illness Benefit payable will be reduced by any amount paid or payable in accordance with Condition 5.2. If the occurrence of the Specified Illness is 30 days or more after the occurrence of the Partial Payment Specified Illness, or within 30 days and not related to the Partial Payment Specified Illness no reduction will be made in respect of the Partial Payment Specified Illness Benefit.
- 6. TOTAL AND PERMANENT DISABILITY BENEFIT**
- 6.1 This Condition 6 only applies where a Specified Illness Benefit and a Total and Permanent Disability Benefit are shown on the Schedule.
- 6.2 If no benefit other than a Specified Illness Benefit and a Total and Permanent Disability Benefit is shown on the Schedule, then on payment of a Specified Illness Benefit or a Total and Permanent Disability Benefit, or in the case of a Policy has been arranged on a Dual Life basis on payment of one Specified Illness Benefit or one Total and Permanent Disability Benefit in respect of each Life Insured, the policy will terminate and no further benefits will be payable.
- 6.3 The amount of the Total and Permanent Disability Benefit is the amount as shown on the Schedule in respect of Total and Permanent Disability benefit as increased by any exercise of the Indexation Option pursuant to Condition 8 and reduced, where an Accelerated Total and Permanent Disability Benefit is shown on the Schedule, by the amount of Terminal Illness Benefit paid (or paid in respect of that Life Insured in the case of a Policy arranged on a Dual Life basis) under Condition 7.
- 6.4 Payment of the Total and Permanent Disability Benefit in accordance with this Condition 6 is, without limitation on Condition 1.6, subject always to Conditions 2 (Premiums), 11 (Medical Evidence), 12 (Territorial Limits), 13 (Contributory Exclusions), 22 (Change of Occupation) and 14 (Claim Requirements).
- 6.5 Where this Policy has been arranged on a Single Life basis:



- 6.5.1 A Total and Permanent Disability Benefit will become payable if the Life Insured suffers Total and Permanent Disability as defined in Appendix A on or after the Start Date and prior to the Cessation Date. On payment of a Total and Permanent Disability Benefit in accordance with this Condition 6 no Specified Illness Benefit or further Total and Permanent Disability Benefit shall be payable.
- 6.5.2 If an Accelerated Total and Permanent Disability Benefit and a Death Benefit are shown on the Schedule and a Total and Permanent Disability Benefit is payable but not yet paid in accordance with this Condition 6 then, subject to Condition 7, a Death Benefit shall become payable on the death of the Life Insured on or after the Start Date and prior to the Cessation Date and before the payment under this Condition 6 of the Total and Permanent Disability Benefit and the Total and Permanent Disability Benefit shall not be paid.
- 6.5.3 If an Accelerated Total and Permanent Disability Benefit and a Death Benefit are shown on the Schedule and a Total and Permanent Disability Benefit is paid in accordance with this Condition 6, the amount of the Death Benefit is reduced by the amount of the Total and Permanent Disability Benefit amount so paid. If the amount of the Death Benefit to be so reduced is less than or equal to the amount of the Total and Permanent Disability Benefit so paid then, on payment of the Total and Permanent Disability Benefit, this Policy will terminate, no further benefits will be payable and no further premiums will become due.
- 6.6 Where this Policy has been arranged on a Joint Life basis:
- 6.6.1 A Total and Permanent Disability Benefit will become payable on the first occurrence of either of the Lives Insured suffering Total and Permanent Disability as defined in Appendix A on or after the Start Date and prior to the Cessation Date. On payment of a Total and Permanent Disability Benefit in accordance with this Condition 6 no Specified Illness Benefit or further Total and Permanent Disability Benefit shall be payable.
- 6.6.2 If an Accelerated Total and Permanent Disability Benefit and a Death Benefit are shown on the Schedule and a Total and Permanent Disability Benefit is payable but not yet paid in accordance with this Condition 6 then, subject to Condition 7, a Death Benefit shall become payable on the death of the Life Insured who dies first on or after the Start Date and prior to the Cessation Date and before the payment under this Condition 6 of the Total and Permanent Disability Benefit and the Total and Permanent Disability Benefit shall not be paid.
- 6.6.3 If an Accelerated Total and Permanent Disability Benefit and a Death Benefit are shown on the Schedule and a Total and Permanent Disability Benefit is paid in accordance with this Condition 6, the amount of the Death Benefit is reduced by the amount of the Total and Permanent Disability Benefit so paid. If the amount of the Death Benefit to be so reduced is less than or equal to the amount of the Total and Permanent Disability Benefit so paid then, on payment of the Total and Permanent Disability Benefit, this Policy will terminate, no further benefits will be payable and no further premiums will become due.
- 6.7 Where this Policy has been arranged on a Dual Life basis:
- 6.7.1 A Total and Permanent Disability Benefit will become payable if a Life Insured suffers Total and Permanent Disability as defined in Appendix A on or after the Start Date and prior to the Cessation Date. Only one Total and Permanent Disability Benefit under the Policy is payable in respect of each Life Insured. On payment of a Total and Permanent Disability Benefit in accordance with this Condition 6 in respect of a Life Insured no Specified Illness Benefit or further Total and Permanent Disability Benefit shall be payable in respect of that Life Insured.



6.7.2 If an Accelerated Total and Permanent Disability Benefit and a Death Benefit are shown on the Schedule and a Total and Permanent Disability Benefit is payable but not yet paid in accordance with this Condition 6 in respect of a Life Insured then, subject to Condition 7, a Death Benefit shall become payable on the death of that Life Insured before the payment under this Condition 6 of the Total and Permanent Disability Benefit the Total and Permanent Disability Benefit shall not be paid.

6.7.3 If an Accelerated Total and Permanent Disability Benefit and a Death Benefit are shown on the Schedule in respect of a Life Insured and a Total and Permanent Disability Benefit is paid in accordance with this Condition 6 in respect of that Life Insured, the amount of the Death Benefit in respect of that Life Insured is reduced by the amount of the Total and Permanent Disability Benefit so paid. If the amount of the Death Benefit to be so reduced is less than or equal to the amount of the Total and Permanent Disability Benefit so paid then, on payment of the Total and Permanent Disability Benefit, this Policy will cease to relate to that Life Insured, no further benefits will be payable and no further premiums will become due in respect of that Life Insured.

7. TERMINAL ILLNESS BENEFIT (PREPAYMENT OF DEATH BENEFIT)

7.1 This Condition 7 only applies where a Death Benefit is shown on the Schedule and cover in respect of which continues in force under this Policy until the occurrence of the event giving rise to a valid claim for benefit under this Condition 7.

7.2 Payment of the Terminal Illness Benefit in accordance with this Condition 7 is, without limitation on Condition 1.6, subject always to Conditions 2 (Premiums), 11 (Medical Evidence), 13 (Contributory Exclusions) and 14 (Claim Requirements)

7.3 If a Life Insured is diagnosed with a Terminal Illness (as defined in Condition 7.7) other than within the twelve months prior to the Cessation Date, we will pay the Death Benefit under the Policy.

7.4 Where this Policy has been arranged on a Single Life basis, this benefit will become payable if the Life Insured is diagnosed with a Terminal Illness under this Condition 7 and upon payment of this benefit, the Death Benefit will reduce to nil. If Accelerated Specified Illness Benefit as defined in Appendix A is shown on the schedule, the Specified Illness Cover will also reduce to nil and the Policy will terminate. If no Standalone Specified Illness Benefit as defined in Appendix A is shown on the Schedule, all cover will end and the Policy will terminate. If Standalone Specified Illness Benefit is shown on the Schedule, in addition to payment of the Terminal Illness Benefit under this Condition 7, a Standalone Specified Illness Benefit will also be payable in the amount shown on the Schedule as at the date of diagnosis of the Terminal Illness and upon which payment all cover will end and the Policy will terminate.

7.5 Where this Policy has been arranged on a Joint Life basis, this benefit will become payable upon the first occurrence of either of the Lives Insured being diagnosed with a Terminal Illness under this Condition 7 and upon payment of this benefit, the Death Benefit will reduce to nil. If Accelerated Specified Illness Benefit as defined in Appendix A is shown on the Schedule, the Specified Illness Cover will also reduce to nil and the Policy will terminate. If no Standalone Specified Illness Benefit as defined in Appendix A is shown on the Schedule, all cover will end and the Policy will terminate. If Standalone Specified Illness Benefit is shown on the Schedule, in addition to payment of the Terminal Illness Benefit under this Condition 7, a Standalone Specified Illness Benefit will also be payable in the amount shown on the Schedule as at the date of diagnosis of the Terminal Illness and upon which payment all cover will end and the Policy will terminate.



- 7.6 Where this Policy has been arranged on a Dual Life basis this benefit will become payable if a Life Insured is diagnosed with a Terminal Illness under this Condition 7 and upon payment of this benefit the Death Benefit will reduce to nil for that Life Insured. If Accelerated Specified Illness Benefit as defined in Appendix A is shown on the Schedule for that Life Insured, the Specified Illness Cover will also reduce to nil for that Life Insured and all cover will terminate for that Life Insured. If no Standalone Specified Illness Benefit as defined in Appendix A is shown on the Schedule for that Life Insured, all cover will terminate for that Life Insured. If Standalone Specified Illness Benefit is shown on the Schedule, in addition to payment of the Terminal Illness Benefit under this Condition 7, Standalone Specified Illness Benefit will also be payable in the amount shown on the Schedule as at the date of diagnosis of the Terminal Illness and upon which payment all cover will end and the Policy will terminate for that Life Insured. Upon payment of a Terminal Illness benefit for a Life Insured, all benefits relating to the remaining Life Insured will be unaffected.
- 7.7 For the purposes of this Condition 7, Terminal Illness is defined as:
A definite diagnosis by the attending Consultant of an illness that satisfies both of the following:
- (i) The illness either has no known cure or has progressed to the point where it cannot be cured; and
 - (ii) In the opinion of the attending Consultant, the illness is expected to lead to death within 12 months.
- 7.8 If a Life Insured contracts a Terminal Illness by his or her own act, no payment will be made under this section.

8. INDEXATION OPTION

- 8.1 This Condition 8 only applies where Indexation is shown on the Schedule.
- 8.2 On each anniversary of the Start Date of the Policy, the amount of each of the Benefits shown on the Schedule will automatically be increased by 3% per annum compound.
- 8.3 Indexation will terminate on the earlier of:
- The anniversary of the Start Date of the Policy prior to the age of 75 of the Life Insured or the elder of the Lives Insured where the Policy is arranged on a Joint Life basis or a Dual Life basis
 - The Cessation Date.
- 8.4 Where the Benefits are so increased the Premiums as shown on the Schedule will increase automatically by 4% per annum compound in line with the increase in the benefits.
- 8.5 No medical evidence of good health is required in respect of this automatic indexation.
- 8.6 You may by notice in writing to Aviva no later than the expiry of 10 days after the anniversary of the Start Date of the Policy on which such increase would otherwise be effected require that the increases do not apply to the Benefits shown on the Schedule. If you require that two successive increases do not apply, such increases will no longer apply automatically. Aviva may at its discretion accede to any subsequent request for any such 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.



9. CHILDREN'S COVER

9.1 This Condition 9 only applies where a Specified Illness Benefit and a Total and Permanent Disability Benefit are shown on the Schedule and cover in respect of which continues in force under this Policy until the occurrence of the event giving rise to a valid claim for benefit under this Condition 9.

9.2 For the purpose of this Condition 9 the term "Child" means any person who is or was a child, stepchild or adopted child of a Life Insured who is aged 30 days or more and who is under the age of 21 years. The term "Children" shall have a corresponding meaning.

9.3 Children's Death Benefit

9.3.1 In the event of the death of a Child on or after the Start Date and prior to the Cessation Date a Death Benefit of €2,500 will become payable.

9.3.2 This benefit is only payable once in respect of each child irrespective of the number of policies under which the Children may be covered by Aviva so that if the occurrence of an event otherwise giving rise to a Children's Death Benefit claim under this Policy gives rise to a claim under any other policy with Aviva, then no claim will arise under this Policy.

9.3.3 Payment of the Children's Death Benefit in accordance with this Condition 9 is, without limitation on Condition 1.6, subject always to Conditions 2 (Premiums), 13 (Contributory Exclusions) and 14 (Claim Requirements).

9.3.4 Death Benefit cover in respect of the Life/Lives Insured under this Policy will not terminate upon payment of a Children's Death Benefit.

9.4 Children's Specified Illness Benefit and Children's Partial Payment Specified Illness Benefit

9.4.1 Payment of Children's Specified Illness Benefit or Children's Partial Payment Specified Illness Benefit in accordance with this Condition 9 and Appendix A in the case of Children's Specified Illness Benefit and Appendix B in the case of Children's Partial Payment Specified Illness Benefit is, without limitation on Condition 1.6, subject always to Conditions 2 (Premiums), 11 (Medical Evidence), 12 (Territorial Limits), 13 (Contributory Exclusions), 22 (Change of Occupation) and 14 (Claim Requirements).

9.4.2 Subject to Conditions 9.4.4 and 9.4.5 and a maximum payment in respect of Children's Specified Illness Benefit under this Condition 9 of €25,000, a Specified Illness Benefit of 50% of the amount shown on the Schedule in respect of Specified Illness Benefit (where this Policy has been arranged on a Dual Life basis 50% of the higher of the amounts shown on the Schedule in respect of Specified Illness Benefit if they are different) as increased pursuant to Condition 8 (Indexation Option) will become payable if a Child suffers one of the Specified Illnesses listed in Appendix A on or after the Start Date and prior to the Cessation Date and then survives a period of 14 days after the date of diagnosis of the Specified Illness.

9.4.3 Subject to Conditions 9.4.4 and 9.4.5 and a maximum payment in respect of Children's Partial Payment Specified Illness Benefit under this Condition 9 of €10,000, a Children's Partial Payment Specified Illness Benefit of 25% of the amount shown on the Schedule in respect of Specified Illness Benefit (where this Policy has been arranged on a Dual Life basis 25% of the higher of the amounts shown on the Schedule in respect of Specified Illness Benefit if they are different) as increased pursuant to Condition 8 (Indexation Option) will become payable if a Child suffers one of the Partial Payment Specified Illnesses listed in Appendix B on or after the Start Date and prior to the Cessation Date.



- 9.4.4 A claim for Children's Specified Illness Benefit or Children's Partial Payment Specified Illness Benefit will not be covered if:
- (i) the child's condition was present at birth,
 - (ii) the symptoms first arose before the child was covered, or
 - (ii) the child dies within 14 days of meeting a definition of Specified Illness Benefit under Appendix A or Partial Specified Illness Benefit under Appendix B.
- 9.4.5 No more than one payment will be payable under the Policy for Children's Specified Illness Benefit or Children's Partial Payment Specified Illness Benefit in respect of each child irrespective of the number of policies under which the Child may be covered by Aviva so that if the occurrence of an event otherwise giving rise to a claim under this Policy for Children's Specified Illness Benefit or Children's Partial Payment Specified Illness Benefit gives rise to a claim under any other policy with Aviva, then no claim will arise under this Policy.
- 9.4.6 Specified Illness cover in respect of the Life/Lives Insured under this Policy will not be terminated by payment of a Specified Illness Benefit or Partial Payment Specified Illness Benefit in respect of a Child under this Condition 9.

10. CONVERSION OPTION

- 10.1 This Condition 10 only applies where Conversion Option is shown on the Schedule.
- 10.2 Subject to the requirements set out in the Condition 10.3 you may, without any requirement to provide evidence of the good health of the Life or Lives Insured, prior to the Cessation Date convert this Policy to a new Aviva policy on the terms set out in the Condition 10.4 providing cover in respect of the Life Insured, or, if this Policy is arranged on a joint life basis, providing cover in respect of the Lives Insured on a joint life basis or, if this Policy is arranged on a dual life basis, providing cover in respect of the Lives Insured on a dual life basis.
- 10.3 The requirements to which the option to convert at Condition 10.2 is subject are as follows:
- 10.3.1 Such a new policy being available from Aviva at the time;
 - 10.3.2 The Premiums due under this Policy are paid in full at the time the Conversion Option is effected;
 - 10.3.3 These Policy Conditions, including the Schedule, being produced for cancellation when the Conversion Option is exercised;
 - 10.3.4 The Life Insured or, if this Policy is effected on a Joint Life basis or a Dual Life basis, the elder of the Lives Insured being under the maximum age that Aviva applies to Conversion Options as follows:
 - (a) in respect of any benefit under the new policy corresponding to Death Benefit
 - (i) age 83 (i.e. must not be aged 83 or over) if converting to a policy that includes a conversion option relating to death benefit corresponding to the conversion option at this Condition 10
 - (ii) age 85 (i.e. must not be aged 85 or over) if converting to a policy that does not include such a conversion option;
 - (b) in respect of any benefit under the new policy corresponding to Specified Illness Benefit or Total and Permanent Disability Benefit



- (i) age 65 (i.e. must not be aged 65 or over) if converting to a policy that includes a conversion option relating to specified illness benefit or total and permanent disability benefit corresponding to the conversion option at this Condition 10
- (ii) age 70 (i.e. must not be aged 70 or over) if converting to a policy that does not include such a conversion option;

10.4 The following terms shall apply under and/or in respect of the new policy:

- 10.4.1 No benefit payable under the new policy shall be greater than the corresponding Benefit payable under this Policy, at the time the Conversion Option is effected;
- 10.4.2 The new policy will not include indexation as described in Condition 8;
- 10.4.3 The start date of the new policy shall be one day after the cancellation date of this Policy;
- 10.4.4 The new policy will be issued in accordance with Aviva standard premium rates and policy conditions applicable at the time and the premium will reflect the smoking habits of the Life or Lives Insured advised by the application for the new policy;
- 10.4.5 If Special Conditions apply to this Policy, they will also apply to your new policy.

11. MEDICAL EVIDENCE

- 11.1 Before payment of any Specified Illness Benefit or Partial Payment Specified illness or Total and Permanent Disability Benefit or Terminal Illness Benefit under this Policy, Aviva will require proof to its reasonable satisfaction of the occurrence of the Specified Illness or Total and Permanent Disability or Terminal Illness Benefit.
- 11.2 You will be required to supply such proof at no cost to Aviva and in such form, including medical certificates, as Aviva may reasonably require.
- 11.3 In making a determination whether a Life Insured or a Child is suffering from a Specified Illness or Total and Permanent Disability, Aviva will have regard to evidence and opinion provided by its Chief Medical Officer and may have regard to evidence or opinion provided by a physician who, at the time, holds an appointment as a registered consultant in a hospital within the Territorial Limits specified in Condition 12. In addition, particular requirements as to evidence or opinion may be required to fulfil the definition of the Specified Illness at Appendix A.
- 11.4 In making a determination whether a Life Insured is suffering from Terminal Illness, Aviva will have regard to evidence and opinion provided by its Chief Medical Officer and (without any obligation on Aviva to produce such) to the opinion of an attending Consultant within the Territorial Limits in accordance with Condition 7.3 and may (also) have regard to evidence or opinion provided by a physician who, at the time, holds an appointment as a registered consultant in a hospital within the Territorial Limits specified in Condition 12.
- 11.5 Aviva may reasonably require that you undergo, at no cost to Aviva, medical examinations with medical practitioners nominated by Aviva.
- 11.6 In the event of conflicting medical evidence or opinion, the occurrence of the Specified Illness or the Total and Permanent Disability or the Terminal Illness will be determined by Aviva having consulted with its Chief Medical Officer.



- 11.7 No benefit will be payable in respect of any medical condition which is not a Specified Illness (Appendix A and Condition 4) or a Partial Payment Specified Illness (Appendix B and Condition 5) or Total and Permanent Disability (Appendix A and Condition 6) or Terminal Illness (Condition 7) as defined herein.

12. TERRITORIAL LIMITS

- 12.1 Any claim in respect of a Specified Illness or Total and Permanent Disability shall be invalid if a Life Insured or a Child is resident outside the Territorial Limits for more than 13 weeks in the 12 consecutive calendar months immediately preceding a claim. 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, or U.S.A.

13. CONTRIBUTORY EXCLUSIONS

- 13.1 Aviva will not pay Terminal Illness Benefit, Specified Illness Benefit nor will it pay Total and Permanent Disability Benefit, in the event of any of the following by or in respect of a Life Insured or Child:
- 13.1.1 Intentional self-inflicted injury, whether the Life Insured or Child be sane or insane, including failure to follow medical advice (which is, in the opinion of Aviva Chief Medical Officer, reasonable) in relation to a cause of claim;
 - 13.1.2 Alcohol or solvent abuse or the taking of drugs other than under the direction of a qualified medical practitioner;
 - 13.1.3 Failure to seek medical advice from a qualified medical practitioner;
 - 13.1.4 Failure to follow medical advice, which is, in the opinion of Aviva Chief Medical Officer, reasonable;
 - 13.1.5 Illnesses or bodily injuries which are sustained as a consequence of any form of war or civil war or which are sustained as a consequence of wilful participation in acts of violence, including riot, civil commotion, insurrection or usurping of power or any act incidental to such participation;
 - 13.1.6 Any form of aerial flight other than as a fare-paying passenger on a licensed public airline;
 - 13.1.7 Amateur or professional participation in or training for scuba-diving, climbing or mountaineering, pot-holing, motor racing, motorcycle racing, horse racing, any other form of racing other than on foot, or other hazardous pursuits or pastimes.
- 13.2 Aviva will not pay Total and Permanent Disability Benefit in the event of infection with any Human Immunodeficiency Virus (HIV) or in the event of conditions due to any Acquired Immune Deficiency Syndrome (AIDS).
- 13.3 If, in the opinion of Aviva, a Life Insured suffers death by his or her own act within 12 months of the Start Date of this Policy, the amount payable under this Policy will be limited to the sum of the Premiums paid up to the date of death.



- 13.4 No benefit will be payable under this Policy in the event that a Life Insured suffers a Terminal Illness, Specified Illness or Total and Permanent Disability or dies as a result of a breach of any criminal law by a Policyholder or a Life Insured.

14. CLAIM REQUIREMENTS

- 14.1 Any claim for Specified Illness Benefit, Partial Specified Illness Benefit, Total and Permanent Disability Benefit, Terminal Illness Benefit or Death Benefit must be made in writing within the following time limits:
- 14.1.1 Specified Illness Benefit in respect of HIV infection / AIDS as a result of (i) an occupational injury or (ii) a physical assault: within 14 days of the date of the injury or assault. (Further details of the requirements relating to such claims are included in the definition of these Specified Illnesses in Appendix A).
 - 14.1.2 Specified Illness Benefit in respect of any other Specified Illness or any Partial Payment Specified Illness: within 6 months of the date on which a Life Insured suffers a Specified Illness, the said date being the date on which the Life Insured is medically diagnosed and certified as suffering the Specified Illness (which requires that all the conditions stated in the definition of the Specified Illness in Appendix A or the Partial Payment Specified Illness in Appendix B are satisfied) if it is an illness or injury or the date of surgery if it is a surgery.
 - 14.1.3 Total and Permanent Disability Benefit: no earlier than 3 months and no later than 9 months after the first diagnosis of the circumstances or conditions which give rise to the claim for Benefit.
- 14.2 The following will be required by Aviva in relation to a claim for Specified Illness Benefit, Total and Permanent Disability Benefit, Terminal Illness Benefit or Death Benefit:
- 14.2.1 Written notice and evidence acceptable to Aviva of the relevant Specified Illness or Partial Payment Specified Illness or Total and Permanent Disability or Terminal Illness (see Condition 11 (Medical Evidence) for further details) or, in the case of death the Death Certificate;
 - 14.2.2 Evidence of title of the claimant;
 - 14.2.3 A form of discharge (supplied by Aviva), completed and signed by the claimant;
 - 14.2.4 These Policy Conditions, including the Schedule and any Special Conditions attaching;
 - 14.2.5 Any other documents, including evidence of identity, which Aviva may reasonably require.

15. CASH-IN VALUE

- 15.1 Your Policy will not have a cash-in value at any time.

**16. REINSTATEMENT**

- 16.1 If your Policy terminates, 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 to be determined by Aviva as it considers appropriate and equitable.
- 16.2 If you wish to reinstate your Policy, you must inform Aviva in writing.

17. TERMINATING YOUR POLICY

- 17.1 You may terminate your Policy at any time by notifying Aviva in writing (enclosing these Policy Conditions, including the Schedule) and ceasing payment of further Premiums.
- 17.2 As stated in Condition 2, Aviva will terminate your Policy if you fail to pay the Premiums due.
- 17.3 The benefits under your Policy will be cancelled immediately on termination.

18. CHANGE IN TAX OR LAW

- 18.1 If any changes in taxation, law (whether by way of any change in legislation or as a result of any decision of any court or tribunal) or Revenue Commissioners practice are implemented which affect Aviva and/or this Policy and/or the Premiums to this Policy and/or the Benefits payable under this Policy, Aviva may, whilst giving effect as nearly as reasonably possible to the then terms of this Policy, alter the terms of the Policy as it considers appropriate and equitable and (without pre-empting the particular alteration that may be appropriate at that time) this may include an increase in Premiums or a reduction in Benefits. Aviva will give you reasonable notice of any such alteration.

19. MIS-STATEMENT OF AGE OR SMOKER STATUS

- 19.1 If the date of birth or smoker status of a Life Insured has been mis-stated on the Application for this Policy, Aviva may cancel the Policy without payment of benefit or refund of Premiums or may adjust one or more of the Benefits (in respect of that Life Insured in the case of a Policy arranged on a Dual Life basis) as it considers appropriate and equitable.

20. MISREPRESENTATION

- 20.1 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 or may adjust one or more of the Benefits (in respect of that Life Insured in the case of a Policy arranged on a Dual Life basis) as it considers appropriate and equitable. 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.

21. ASSIGNMENT

- 21.1 You are required to inform Aviva in writing of the date and purport of any assignment affecting this Policy.



22. CHANGE OF OCCUPATION

This Condition 22 only applies where a Specified Illness Benefit and a Total and Permanent Disability Benefit are shown on the Schedule. You must notify Aviva immediately if a Life Insured changes occupation or takes on a further occupation. Aviva will then have the right to amend the terms of this Policy, including the Premiums payable and the contingencies on which any such benefits are payable, as it considers reasonable and equitable having regard to this change. If you do not inform Aviva, Aviva will have the right not to pay such benefits.

23. COMPLAINTS

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.

24. YOUR 30 DAY GUARANTEE

- 24.1 If, after studying these Policy Conditions and Appendices, you feel that this Policy is not suitable for your needs, you may cancel it without any penalty. To do so, return these Policy Conditions (including the Schedule) to Aviva within 30 days of the Policy Issue 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 benefits will be cancelled.

For and on behalf of Aviva Life & Pensions UK Limited

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

Gary Marshall
Managing Director
Aviva Life & Pensions Ireland



Appendix A

Text in italics - not part of definitions

The text in italics immediately after the Specified Illness definitions is for further explanation only and does not form part of the definitions. In the event of any conflict between text in italics and the corresponding definition, the definition will apply.

Specified Illness Benefit

The Specified Illnesses covered under this Policy, for the purposes of Condition 4, are defined below. No benefit will be payable in respect of any other condition or event, whether regarded as serious or not.

Definition of 'major hospital'

For the purposes of the definitions below, 'major hospital' means a legally constituted institution which:

- is located within the Territorial Limits specified in Condition , and
- is licensed to carry out medical and surgical procedures, and
- is operated primarily for the care and treatment of sick and injured persons as inpatients, and
- continuously provides 24 hour medical care by registered nurses or doctors, and
- is equipped with an operating room in which anaesthesia is administered by licensed physicians or surgeons, and
- is not primarily a clinic, nursing home, rest home, convalescent home or similar establishment.

Alzheimer's Disease or Dementia - resulting in permanent symptoms

A definite diagnosis of Alzheimer's disease or Dementia by a Consultant Neurologist, Psychiatrist or Geriatrician.

There must be permanent clinical loss of the ability to do all of the following:

- Remember,
- Reason; and
- Perceive, understand, express and give effect to ideas.

For the above definition, the following are not covered:

- Dementia secondary to alcohol or drug abuse.

Aorta Graft Surgery - for disease

The undergoing of surgery for disease to the aorta with excision and surgical replacement of a portion of the diseased aorta with a graft. The term aorta includes the thoracic and abdominal aorta but not its branches.

For the above definition, the following are not covered:

- Any other surgical procedure, for example the insertion of stents or endovascular repair.
- Surgery following traumatic injury to the aorta

Aplastic Anaemia - of specified severity

Confirmation by a Consultant Haematologist of a definite diagnosis of complete bone marrow failure which results in anaemia, neutropenia and thrombocytopenia and requires as a minimum one of the following treatments:



- Blood transfusion;
- Bone-marrow transplantation;
- Immunosuppressive agents;
- Marrow Stimulating agents.

Bacterial Meningitis - resulting in permanent symptoms

Bacterial Meningitis causing inflammation of the membranes of the brain or spinal cord resulting in permanent neurological deficit with persisting clinical symptoms. The diagnosis must be confirmed by a Consultant Neurologist. All other forms of meningitis including viral meningitis are not covered. A claim may be made if a consultant neurologist diagnoses meningitis caused by a bacterial infection which results in brain damage causing permanent functional impairment.

Balloon Valvuloplasty

The undergoing of balloon valvuloplasty on the advice of a Consultant Cardiologist in order to treat diseased heart valves.

Benign brain tumour - of specified severity

A non-malignant tumour or cyst in the brain, cranial nerves or meninges within the skull, resulting in either of the following:

- permanent neurological deficit with persisting clinical symptoms or,
- removal of the tumour by craniotomy or treatment by stereotactic radiosurgery

For the above definition, the following are not covered:

- Tumours in the pituitary gland.
- Angiomas.

Benign spinal cord tumour

A non-malignant tumour in the spinal canal or spinal cord, resulting in either of the following:-

- permanent neurological deficit with persisting clinical symptoms or
- invasive surgery to remove the tumour

For the above definition, the following are not covered:-

- radiotherapy for any tumour

Blindness - permanent and irreversible

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.

Cancer - excluding less advanced cases

Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue.

The term malignant tumour includes leukaemia, sarcoma and lymphoma except cutaneous lymphoma (lymphoma confined to the skin).

For the above definition, the following are not covered:

- All cancers which are histologically classified as any of the following:



- Pre-malignant;
- Non-invasive;
- Cancer in situ;
- Having either borderline malignancy; or
- Having low malignant potential.
- All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0.
- Chronic lymphocytic leukaemia unless histologically classified as having progressed to at least Binet Stage A.
- Any skin cancer (including cutaneous lymphoma) other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin).

Cardiac Arrest - with insertion of a defibrillator

Sudden loss of heart function with interruption of blood circulation around the body resulting in unconsciousness and resulting in either of the following devices being surgically implanted:

- Implantable cardioverter-defibrillator (ICD) or;
- Cardiac resynchronisation therapy with defibrillator (CRT-D)

For the above definition the following are not covered:

- Insertion of a pacemaker
- Insertion of a defibrillator without cardiac arrest
- Cardiac arrest secondary to illegal drug abuse.

Cardiomyopathy - of specified severity

The unequivocal diagnosis by a Consultant Cardiologist of Cardiomyopathy resulting in impaired ventricular function and marked limitation of physical activity with the Life Insured unable to progress beyond stage 2 of a treadmill exercise test using the standard Bruce protocol; or is classified as Stage III under the New York Heart Association Functional Classification.

Coma - resulting in permanent symptoms

A state of unconsciousness with no reaction to external stimuli or internal needs which:

- Requires the use of life support systems for a continuous period of at least 96 hours; and
- Results in permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following are not covered:

- Coma secondary to alcohol or drug abuse.

Coronary artery by-pass grafts - with surgery to divide the breastbone

The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a Consultant Cardiologist to correct narrowing or blockage of one or more coronary arteries with by-pass grafts.

Creutzfeldt-Jakob disease - resulting in permanent symptoms

Confirmation by a Consultant Neurologist of a definite diagnosis of Creutzfeldt-Jakob disease resulting in permanent neurological deficit with persisting clinical symptoms.



Deafness - permanent and irreversible

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.

Devic's Disease - with persisting symptoms

A definite diagnosis of Devic's disease by a Consultant Neurologist. There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.

Encephalitis - resulting in permanent symptoms

A definite diagnosis of Encephalitis by a Consultant Neurologist resulting in permanent neurological deficit with persisting clinical symptoms. Encephalitis in the presence of HIV infection is excluded.

Heart Attack - of specified severity

Death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:

- Typical clinical symptoms (for example, characteristic chest pain).
- New characteristic electrocardiographic changes.
- The characteristic rise of cardiac enzymes or Troponins recorded at the following levels or higher:
 - Troponin T > 1.0 ng/ml
 - AccuTnl > 0.5 ng/ml or equivalent threshold with other Troponin I methods.

The evidence must show a definite acute myocardial infarction.

For the above definition, the following are not covered:

- other acute coronary syndromes including but not limited to angina.

Heart valve replacement or repair

The undergoing of surgery on the advice of a Consultant Cardiologist to replace or repair one or more heart valves.

HIV Infection - caught from a blood transfusion, a physical assault or at work in an eligible occupation

Infection by Human Immunodeficiency Virus resulting from:

- A blood transfusion given as part of medical treatment;
- A physical assault; or
- An incident occurring during the course of performing normal duties of employment after the start of the Policy and satisfying all of the following:
 - The incident must have been reported to appropriate authorities and have been investigated in accordance with the established procedures.
 - Where HIV infection is caught through a physical assault or as a result of an incident occurring during the course of performing normal duties of employment, the incident must be supported by a negative HIV antibody test taken within 5 days of the incident.
 - There must be a further HIV test within 12 months confirming the presence of HIV or antibodies to the virus.

The eligible occupations for HIV caught at work are:

- The emergency services - Gardaí, fire, ambulance
- The medical profession - including administrators, cleaners, dentists, doctors, nurses and porters
- The defence forces - Irish army, naval service, and air corps

For the above definition, the following is not covered:

- HIV infection resulting from any other means, including sexual activity or drug abuse.



Intensive Care - requiring mechanical ventilation for 10 days

Any sickness or injury requiring continuous mechanical ventilation by means of tracheal intubation for 10 consecutive days (24 hours per day) in an authorised unit of an acute care hospital

For the above definition, the following is not covered:

- sickness or injury as a result of drug or alcohol intake or other self-inflicted means

Kidney Failure - requiring dialysis

Chronic and end stage failure of both kidneys to function, as a result of which regular dialysis is necessary.

Liver Failure - end stage

Chronic liver disease, being end stage and irreversible liver failure due to cirrhosis and resulting in all of the following:

- permanent jaundice
- ascites and
- encephalopathy

For the above definition, the following is not covered:

- Liver disease secondary to alcohol or drug abuse.

Loss of Hands or Feet - permanent physical severance

Permanent physical severance of any combination of two or more hands or feet at or above the wrist or ankle joints.

Loss of Speech - permanent and irreversible

Total permanent and irreversible loss of the ability to speak as a result of physical injury or disease.

Major Organ Transplant

The actual undergoing in a major hospital as a recipient of - or inclusion on an official Irish or UK waiting list of a major hospital for - a necessary transplant of a heart, liver, lung, pancreas or bone marrow.

Motor Neurone Disease - resulting in permanent symptoms

A definite diagnosis of motor neurone disease by a Consultant Neurologist. There must be permanent clinical impairment of motor function.

Multiple Sclerosis - with persisting symptoms

A definite diagnosis of Multiple Sclerosis by a Consultant Neurologist. There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.

Multiple System Atrophy

A definite diagnosis of multiple system atrophy by a Consultant Neurologist. There must be evidence of permanent clinical impairment of:

- bladder control with postural hypotension

AND any 2 of the following:

- Rigidity
- Cerebellar ataxia
- Peripheral neuropathy

Open heart surgery - with surgery to divide the breastbone

The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a consultant cardiologist, to correct any structural abnormality of the heart.

Paralysis of Limbs - total and irreversible

Total and irreversible loss of muscle function to the whole of any two limbs. Paralysis is normally caused by an injury to the spinal cord.



Parkinson's Disease - resulting in permanent symptoms

A definite diagnosis of Parkinson's disease by a Consultant Neurologist. There must be permanent clinical impairment of motor function with associated tremor, muscle rigidity and postural instability.

For the above definition, the following is not covered:

- Parkinson's disease secondary to drug abuse
- Other Parkinsonian syndromes

Peripheral Vascular Disease - with surgery

A definite diagnosis of peripheral vascular disease with objective evidence from ultrasound of obstruction in the arteries which results in by-pass graft surgery to the arteries of the legs.

For this definition, the following is not covered:

- Angioplasty

Primary Pulmonary Hypertension - of specified severity

A definite diagnosis of Primary Pulmonary Hypertension by a Consultant Cardiologist. There must be clinical impairment of heart function resulting in the permanent loss of ability to perform physical activities to at least Class 3 of the New York Heart Association classifications of functional capacity*.

Primary Sclerosing Cholangitis - of specified severity

A definite diagnosis of Primary Sclerosing Cholangitis as evidenced by imaging confirmation of typical multifocal structuring and dilation of intrahepatic and/or extrahepatic bile ducts.

For the above definition, the following are not covered:

- All other causes of bile duct structuring and dilation,
- Primary Sclerosing Cholangitis secondary to liver disease which is associated with alcohol.

Progressive Supra-Nuclear Palsy - resulting in permanent symptoms

Confirmation by a Consultant Neurologist of a definite diagnosis of progressive supranuclear palsy.

There must be permanent clinical impairment of motor function, eye movement disorder and postural instability.

Pulmonary Artery Replacement - with surgery to divide the breastbone

The actual undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a Consultant Cardiothoracic Surgeon for a disease of the pulmonary artery to excise and replace the diseased pulmonary artery with a graft.

Severe Crohn's Disease - with persisting symptoms that has not responded to surgical intestinal resection.

A definite diagnosis by a consultant gastroenterologist of Crohn's Disease with fistula formation and intestinal strictures. There must have been **two or more bowel segment resections** on separate occasions.

There must also be evidence of continued inflammation with ongoing symptoms, despite optimal therapy with diet restriction, medication use and surgical interventions.

Severe Lung Disease - of specified severity

Confirmation by a Consultant Physician of chronic lung disease which is evidenced by all of the following:

- The need for continuous daily oxygen therapy on a permanent basis. Evidence that oxygen therapy has been required for a minimum period of six months;
- FEV1 being less than 40% of normal;
- Vital Capacity less than 50% of normal.

Short Bowel Syndrome - requiring permanent total parenteral nutrition

A definite diagnosis by a Consultant Gastroenterologist, of short bowel syndrome, resulting from massive loss of the small intestine, and requiring total parenteral nutrition on a permanent basis.

**Stroke - resulting in permanent symptoms**

Death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following are not covered:

- Transient ischaemic attack.
- Traumatic injury to brain tissue or blood vessels.

Systemic Lupus Erythematosus - with severe complications

A definite diagnosis of Systemic Lupus Erythematosus by a Consultant Rheumatologist resulting in either of the following:

- Permanent neurological deficit with persisting clinical symptoms; or
- The permanent impairment of kidney function tests as follows;
Glomerular Filtration Rate (GFR) below 30 ml/min.

Terminal illness

A definite diagnosis by the attending Consultant of an illness that satisfies both of the following:

- The illness either has no known cure or has progressed to the point where it cannot be cured; and
- In the opinion of the attending Consultant, the illness is expected to lead to death within 12 months.

Third degree Burns - covering 20% of the body's surface area

Burns that involve damage or destruction of the skin to its full depth through to the underlying tissue and covering at least 20% of the body's surface area or over 50% loss of surface area of the face which for the purposes of this definition includes the forehead and ears.

Total Pneumonectomy

The undergoing of surgery on the advice of a consultant medical specialist to remove an entire lung for any physical injury or disease.

Traumatic head Injury - resulting in permanent symptoms

Death of brain tissue due to traumatic injury resulting in permanent neurological deficit with persisting clinical symptoms.



Total and Permanent Disability

Total and Permanent Disability benefit for the purposes of condition 6, is defined below. Subject to and in accordance with condition 6. Aviva will pay Total and Permanent Disability benefit only in respect of conditions or events listed and defined below and not excluded under any special conditions attaching.

The benefit as specified will be payable, after the lapse of a qualifying period of 6 months, if you are diagnosed and certified to the satisfaction of our Chief Medical Officer as being permanently disabled during the term of the Policy but before age 65, due to:

1. Permanent inability to perform three of the following activities without the help of a third party, with or without the use of aids and appliances:

- (a) Cannot walk more than 200 metres on a level surface without stopping.
- (b) Cannot pick up from table height and carry for 5 metres a 1kg weight with either hand (i.e. neither left nor right).
- (c) Lack physical ability to use a pen, pencil or keyboard with either hand (i.e. neither left nor right) or any artificial aids.
- (d) Cannot hear well enough (with the use of a hearing aid), to understand someone speaking a common language in a normal voice in a quiet room.
- (e) Cannot be understood in a common language in a quiet room by people you work with.
- (f) Cannot see well enough to read a large print book (16 point) with the use of spectacles or contact lenses.

Or

2. The suffering of a mental disorder causing severe dysfunctioning, which has failed to respond to a minimum of 2 years optimal treatment by a Consultant Psychiatrist and continues to require continuous Psychotropic medication, continuous supervision and care from a Consultant Psychiatrist. Severe dysfunction is defined as a recording score of between 50 - 41 on the Global Assessment of Functioning (GAF) Scale, a recognised medical scale which considers psychological, social and occupational functioning.

The prognosis must be that the score recorded is not capable of improvement in the future.

The benefit after age 65 will be payable if you have suffered loss of independence existence due to:

1. Permanent disability causing either:

- (a) Permanent confinement to a wheelchair, or,
- (b) Permanent hospitalisation or residency in a nursing home in the Republic of Ireland or the United Kingdom.

Or

2. Permanent inability to perform three of the following activities without the help of a third party, but with the use of aids and appliances:

- (a) Walk 10 metres on the flat without stopping.
- (b) Get into and out of a standard family saloon type car.
- (c) Put on, take off, secure and unfasten all necessary items of clothing.
- (d) Eat food, which has been prepared.
- (e) Wash in a bath or shower.



Or

3. The suffering of a mental disorder causing severe dysfunctioning, which has failed to respond to a minimum of 2 years optimal treatment by a Consultant Psychiatrist and continues to require continuous Psychotropic medication, continuous supervision and care from a Consultant Psychiatrist. Severe dysfunction is defined as a recording score of between 50 - 41 on the Global Assessment of Functioning (GAF) Scale, a recognised medical scale which considers psychological, social and occupational functioning. The prognosis must be that the score recorded is not capable of improvement in the future.

Accelerated Total & Permanent Disability

Where Accelerated Total & Permanent Disability is shown on the Schedule, a Total & Permanent Disability Benefit will be payable when subject to and in accordance with Condition 6, a Life Insured is diagnosed as having a Total & Permanent Disability as defined above and not excluded under any Special Conditions detailed on the Schedule. The amount of Death Benefit for that Life Insured is then reduced by the amount of any benefit we have paid for Accelerated Total & Permanent Disability Benefit.

Sample



APPENDIX B

Definitions of Partial Payment Specified Illness Conditions

Text in italics - not part of definitions

The text in italics immediately after the definitions in this Appendix B is for further explanation only and does not form part of the definitions. In the event of any conflict between text in italics and the corresponding definition, the definition will apply.

Partial Payment Specified Illness Benefit

The Partial Payment Specified Illnesses covered under this Policy, for the purposes of Condition 5, are defined below. Subject to and in accordance with Condition 5, Aviva will pay Partial Payment Specified Illness Benefit only in respect of conditions or events listed and defined below and not excluded under any Special Conditions attaching. No benefit will be payable in respect of any other condition or event, whether regarded as serious or not.

Angioplasty - Single Vessel - for coronary artery disease of specified severity

The undergoing, to treat severe coronary artery disease, of any of the following:

- Atherectomy
- Balloon Angioplasty
- Rotablation
- Laser treatment
- And / or insertion of stents

to treat the narrowing or blockage **in one Main Coronary Artery**.

This procedure must have been carried out on the advice of a Consultant Cardiologist. The intervention must be to treat at least 70% diameter narrowing in the vessel and must be carried out as a single procedure.

For the purposes of this definition Main Coronary Arteries are defined as being:

- Right Coronary Artery
- Left Main Stem
- Left Anterior Descending
- Circumflex

Angioplasty - Two or more Vessels - for coronary artery disease of specified severity

The undergoing, to treat severe coronary artery disease, of any of the following:

- Atherectomy
- Balloon Angioplasty
- Rotablation
- Laser treatment
- And / or insertion of stents

to treat the narrowing or blockage **in two or more Main Coronary Arteries**.

This procedure must have been carried out on the advice of a Consultant Cardiologist. The intervention must be to treat at least 70% diameter narrowing in each vessel and must be carried out as a single procedure.

For the purposes of this definition Main Coronary Arteries are defined as being:

- Right Coronary Artery
- Left Main Stem
- Left Anterior Descending
- Circumflex

Two or more procedures in the same artery or procedures to any of the branches of the above arteries are specifically excluded.



Carcinoma in Situ of the breast - with surgery to remove the tumour

Breast cancer in situ positively diagnosed with histological confirmation by biopsy together with the undergoing of surgery to remove the tumour.

Carcinoma in situ of the oesophagus - with surgery to remove the tumour

Cancer of the oesophagus in situ positively diagnosed with histological confirmation by biopsy together with undergoing of surgery to remove the tumour.

For the above definition the following is not covered:

- Treatment by any other method
- Treatment for Barrett's Oesophagus

Carcinoma in Situ of the urinary bladder - requiring surgical removal

Carcinoma in Situ of the urinary bladder positively diagnosed with histological confirmation by biopsy which is treated by complete removal of the bladder

For the above definition, the following is not covered:

- Any urinary bladder tumour which has been histologically classified as stage Ta or non-invasive papillary carcinoma.

Cerebral abscess - requiring surgery

The removal or drainage of a cerebral abscess through the undergoing of a craniotomy or burr hole (surgical opening of the skull) by a Consultant Neurosurgeon. There must be evidence of a cerebral abscess on CT or MRI imaging.

For the above definition, the following is not covered:

- Treatment by any other method

Cerebral aneurysm - with surgical repair

The undergoing of either of the following surgical procedures in order to treat a cerebral aneurysm:

- Surgical correction via craniotomy
- Endovascular treatment using coils or other materials (embolisation)

For the above definition, the following is not covered:

- Cerebral arteriovenous malformation.

Cerebral arteriovenous malformation - requiring surgery

The undergoing of surgery to reduce the risk of haemorrhage and stroke from cerebral arteriovenous malformation requiring craniotomy (surgical opening of the skull) or endovascular repair that reduces blood flow through the cerebral blood vessels.

For the above definition, the following is not covered:

- Intracranial aneurysm

Crohn's disease - treated with surgical intestinal resection

A definite diagnosis by a consultant gastroenterologist of Crohn's disease which has been treated with surgical intestinal resection

Loss of hand or Foot - permanent physical severance

Permanent physical severance of any hand or foot at or above the wrist or ankle joint.

Low-grade prostate cancer

Tumours of the prostate histologically classified as having a Gleason score between 2 and 6 inclusive provided:

- The tumour has progressed to at least clinical TNM classification T1N0M0; and
- Treatment included the complete removal of the prostate or external beam or interstitial implant radiotherapy.



For the above definition the following are not covered:

- Cryotherapy
- Other less radical treatment (e.g. transurethral resection of the prostate)
- Experimental treatments
- Hormone therapy

Paralysis of limb - total and irreversible

Total and irreversible loss of muscle function to the whole of any limb.

Serious Accident Cover - resulting in at least 28 consecutive days in hospital

We will make a limited payment if a Life Insured suffers a serious accident resulting in a severe physical injury where the Life Insured is immediately admitted to hospital for at least 28 consecutive days to receive medical treatment.

Severe physical injury means injury resulting solely and directly from unforeseen, external, violent and visible means and independent of any other causes.

We will also cover treatment in an inpatient rehabilitation centre, if the client is transferred directly from hospital to the rehabilitation centre for continuous treatment.

Only one partial payment will be paid resulting from the same accident.

For the above definition the following are not covered:

- Stays in hospital of less than 28 consecutive days
- Serious accident secondary to alcohol where there is a history of alcohol abuse
- Serious accident secondary to drug abuse

Significant Visual Impairment - permanent and irreversible

We will make a limited payment for specified illness cover if a Life Insured suffers the permanent and irreversible reduction in the sight of both eyes to the extent that even when tested with the use of visual aids, vision is measured at 6/18 or worse in the better eye using a Snellen eye chart, while wearing any corrective glasses or contact lenses.

Single Lobectomy - for disease or trauma

The undergoing of surgery to remove a complete lobe of a lung for disease or traumatic injury.

For the above definition, the following are not covered:

- Partial removal of a lobe of the lungs (segmental or wedge resection)
- Any other form of lung surgery

Surgical removal of one eye

The permanent, surgical removal of one eye for disease or trauma.

Syringomyelia or Syringobulbia

A definite diagnosis of Syringomyelia or Syringobulbia by a Consultant Neurologist which has been treated surgically. This includes surgical insertion of a permanent drainage shunt.

Third degree burns - covering 5% of the body's surface area

Burns that involve damage or destruction of the skin to its full depth through to the underlying tissue and covering between 5% and 20% of the body's surface area or between 25% and 50% loss of surface area of the face which for the purposes of this definition includes the forehead and ears.

Ulcerative Colitis - treated with total colectomy (removal of the entire bowel)

A definite diagnosis by a consultant gastroenterologist of ulcerative colitis, treated with total colectomy (removal of the entire large bowel).

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

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Tel (01) 898 7000 Web www.aviva.ie Registered in England (3253947) at 2 Rougier Street, York, YO90 1UU.

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