

Cancer Essentials

Terms and conditions

| Retirement | Investments | Insurance | **Health** |





Introduction

This policy provides a cash benefit of up to £5,000 if you are diagnosed with cancer.

This policy will also pay up to £100,000 for drugs that are recommended by your NHS specialist but which are not approved by the NHS on financial grounds.

Your policy certificate provides details of the level of benefits that are available for each member of the policy in each policy year.

This document explains:

- what to do if you want to claim;
- what's covered under the policy; and
- what's not covered.

Throughout this document certain words are displayed in **bold** type. These are defined terms and have specific meanings when used in this guide. The meanings are set out in the definitions section at the back of this booklet.

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Cover and benefits

Benefit	Amount	Notes
Cash benefit on diagnosis of cancer	£5,000 or £0 per member (See the policy certificate for member benefit levels)	Excluding less advanced cases. See <u>cash</u> <u>benefit</u> benefit term
Cancer drugs not funded by the NHS	Up to £100,000 per member (See the policy certificate for member benefit levels)	See <u>cancer drugs</u> benefit term
Cancer helpline	Unlimited number of calls per policy year	See <u>cancer helpline</u> benefit term
GP helpline	Unlimited number of calls per policy year	See <u>GP helpline</u> benefit term







Benefit terms

Cash benefit

We will pay the cash benefit set out in the policy certificate if you are diagnosed with cancer

This benefit is not available for any member who has previously been paid a cash benefit on diagnosis of cancer in either the current, or any prior, policy year.

Cancer drugs

We will pay for the cost of drugs recommended by your NHS specialist in this policy year, up to the limit set out in the policy certificate, to treat your cancer if your NHS specialist's submission for the provision of **cancer** drugs is rejected by your local commissioning body on financial grounds. Your treatment plan must also have been agreed by the NHS multi-disciplinary team (MDT).

We will only pay for drugs recommended by your NHS **specialist** for **cancer** treatment if they are:

- proven or established within common UK practice, such as a drug used within the terms of its licence or approved by NICE for use in the NHS, and
- supported by published, peer-reviewed clinical evidence that proves the treatment has positive clinical outcomes, and
- recognised as acceptable clinical practice and practised widely by UK specialists.

We will make direct payment to your local NHS trust for the cost of the drugs and, if necessary, the costs of administering them in line with **your** NHS trust's local recommendation.

We will pay the cost of cancer drugs, and the charges for administering those drugs, up to the limit set out in the policy certificate. If your treatment costs exceed those set out in the policy certificate then you will have to pay the extra costs yourself.

Cancer helpline

If you are diagnosed with cancer, our helpline service will give **you** access to a personal nurse adviser. The services offered may include practical advice, counselling or therapy, a home visit or a series of phone calls from a specialist nurse.

The **cancer** helpline service will also give **you** access to a second medical opinion from a medical professional within the NHS or the **UK** private sector to help **you** with any questions you may have around your cancer diagnosis.

The second medical opinion will be free of charge but any additional costs, such as travel expenses, further diagnostic treatment and private treatment costs, will not be covered unless otherwise specified in this **policy**. Your personal nurse adviser can help **you** understand what the second opinion may mean for you.

The cancer helpline is open from 9am to 5pm, Monday to Friday. Call charges are the responsibility of the caller. Any advice provided by the cancer helpline is the responsibility of the cancer helpline provider. We are not responsible for any consequences associated with relying on advice provided by the cancer helpline.





GP helpline

The GP helpline offers consultations over the phone to discuss **your** symptoms. It is intended to deal with one call per member, about one set of symptoms and consultations typically last up to 15 minutes. The consultation may involve a longer call or more than one call but that decision will be at the discretion of the GP.

The GP helpline service is open 24 hours a day, but it may be busier at some times more than others. It is not an emergency service.

You can use the GP helpline on behalf of another member, subject to the patient confidentiality requirements of the GP or service provider. By using the GP helpline, you agree that the GP or service provider may share details of your consultation with us for the purposes of **us** monitoring the general quality of their service standards.

Any advice provided by the GP helpline is the responsibility of the GP helpline provider. We are not responsible for any consequences associated with relying on advice provided by the GP helpline.

We will also not be responsible for any failure to provide the GP helpline if it is due to circumstances beyond the reasonable control of us or any of our service providers.

Call charges are always the responsibility of the caller.







Exclusions

Pre-existing cancer

We will not pay any benefits for a member who:

- had been diagnosed with and/or treated for cancer. or
- was aware of any symptoms for example an unexplained lump or abnormal mole

before joining the **policy** whether or not any previous cancer is related to any subsequent diagnosis.

We may also cancel the **policy** in circumstances where any pre-existing cancer has not been disclosed as part of the application for the **policy**. Please see the secion "When we may cancel the policy" for details.

Non-melanoma skin cancer

Benefit is not available for non-melanoma skin cancer unless it has spread to lymph nodes or organs

Prostate cancer

Benefit is not available for prostate cancer unless active treatment is recommended by an NHS specialist

How to claim

All claims must be made online via the Cancer. Essentials portal.

To make a claim for cash benefit

The **policyholder** will need to provide **us** with:

- the **member's** diagnosis;
- the date of diagnosis;
- the GP's referral letter for specialist investigation into that member's symptoms; and
- a letter from the **specialist** confirming the member has been diagnosed with cancer.

When we receive this information we will review the claim and, if eligible for payment, we will let the policyholder know and pay the benefit into the bank account from which premiums are paid.

We will also give the policyholder the phone number of **our** cancer helpline at that time.

To make a claim for cancer drugs

The **policyholder** will need to provide **us** with:

- a letter from the **member's specialist** that describes the recommended drug treatment in detail and confirms that it's appropriate;
- a letter from the member's local commissioning body that clearly rejects the recommended drug treatment on financial grounds; and
- an estimate from the **member's** local NHS trust for the cost of the recommended drug treatment on a self-pay basis.
- once **we** have received the above information and agreed cover, we will issue a quarantee of payment for the costs of the drugs agreed in the treatment plan set out by the member's specialist. We will only pay up to the cancer drugs fund benefit limit.

We will work closely with your NHS provider to arrange payment and let you know how we will pay for **your cancer** drugs so that **you** can focus on treatment and recovery.





Conditions

Who can be a member and is there an age limit for members covered on the policy?

All those named on the **policy certificate** will be covered on the **policy**.

The **policyholder** and the **policyholder's** spouse, partner or civil partner can all be **members** provided that they are aged 18 or over but below the age of 70. **Members** cannot be covered on the policy on or after their 70th birthday. If the **member** is the only **member** covered on the **policy**, the **policy** will be cancelled at the renewal following their 70th birthday.

However, if there is another **member** who is still eligible for cover and they are not the **policyholder**, the **policy** will transfer to that **member** subject to their agreement to continue the **policy** and accept its terms and conditions

To be eligible for membership of the **policy**, the **policyholder**, and any other **member**, must not at the time of applying for cover have:

- been diagnosed with, treated for or suffered with **cancer**;
- been waiting to undergo tests or investigations, or have had tests or investigations and been awaiting results, or had symptoms for example an abnormal lump or mole; or
- been placed on or advised to join a health screening or review programme by a GP or any other medical professional because you are considered to be at a higher risk of developing cancer.

We will only ask **you** to answer the qualifying questions once unless **you** choose to leave the **policy** and reapply for the same or similar cover.

All **policyholders** and **members** must be resident in the **UK** for tax purposes.

A **member** cannot be insured on more than one Cancer Essentials **policy** at any given time.

Adding members

The **policyholder** can add their spouse, partner or civil partner to the **policy**, provided they fulfil the eligibility criteria of the **policy**. **Members** can be added via the Cancer Essentials portal. Adding a **member** will increase the premiums. **We** will let the **policyholder** know what the increase will be before starting cover.

Policy duration and premiums

The **policy** lasts for one year. **We** will charge a premium for each **member** covered on the **policy**. If the **policyholder** adds a **member** to the **policy** at any time other than renewal, **we** will charge a pro-rata premium for that **member** for their first year of cover.

The financial statement in the policy certificate shows how much must be paid and when. We will let the policyholder know if any changes the policyholder makes to the policy will result in the premium changing. We will collect premiums in advance of the date they are due. We will collect any premiums due unless the policyholder tells us to cancel the policy in time for us to stop collecting the payment. We do not pay any claims if premiums are not paid to date.

If the **policyholder** pays monthly, each monthly premium payment is for one month's cover. If the **policyholder** pays annually, each annual premium payment is for one year's cover. If the **policyholder** wishes to change the way they pay the premium (for example from monthly to annually), they can do this at the renewal date. If there are no changes to the **policy** during the **policy year**, any change to the premium will only take effect from the renewal date.

A **member** can be removed from the **policy** at any time. **We** will adjust the premium to reflect the change or, if the **member** was the only **member** covered on the **policy**, the **policy** will be cancelled.





Renewing the policy

The **policy** lasts for one year. If **we** still offer Cancer Essentials at the end of the policy year we will automatically renew the **policy** unless the **policyholder** tells **us** that they do not wish to do so via the Cancer Essentials portal.

We will give the policyholder reasonable advance notice of when the **policy** is due to renew to give the policyholder time to decide whether they want the **policy** to renew automatically.

If a **policyholder** does not renew their Cancer Essentials **policy we** will only pay for cancer drugs as agreed in a quarantee of payment.

At each renewal the **policyholder** must tell us if there is a change in their or another member's smoker status. This may result in a change in the premium.

The terms and conditions of the **policy** offered at the renewal date may be different to the terms and conditions of this policy. If the terms of the **policy** available at renewal are different to the terms of this **policy** then we will let the **policyholder** know before **we** renew it for them. If the **policyholder** does not want to renew the **policy** on the proposed terms then they must tell **us** via the Cancer Essentials portal.

The level of benefits provided to **members** under the proposed **policy** offered at renewal will be reduced by the level of any claims made by that **member** during the current **policy** vear. Details of the level of cover available under the proposed new **policy** at renewal will be shown on the policy certificate included with the renewal documentation.

We reserve the right not to offer a new Cancer Essentials **policy** at the renewal date. If this happens then we will contact the policyholder.

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Cancelling the policy

When the policyholder may cancel the policy

The cooling off period

The **policyholder** may cancel the **policy** for any reason within 14 days of purchasing the policy or receiving the policy documents, whichever is the later (this is called the 'cooling off period'). Provided no claims have been made during the cooling off period, we will refund any premium paid during that time.

After the cooling off period

The **policyholder** may cancel the **policy** at any time after the cooling off period. We will not refund any monthly premiums that have been paid for cover, but if the policyholder paid an annual premium then we will refund the proportion of the premium that represents what has been paid for the time from the cancellation date to the end of the **policy year**.

If the **policyholder** cancels the **policy**, then you may have to answer the qualifying questions again if **you** apply for this or similar cover in the future.

If the **policy** is cancelled, benefit will only be payable as agreed in a **guarantee of payment**.

Important note

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

The **policyholder** must take reasonable care to provide complete and accurate answers to any questions we ask either in an application form, over the telephone or by any other means when the **policyholder** takes out, makes changes to or renews the policy.





When we may cancel the policy

If the **policyholder** has not taken reasonable care to provide complete and accurate answers to the questions **we** ask (see Important note above):

- we may cancel the **policy** and refuse to pay any claim, or
- we may not pay any claim in full, or
- we may revise the premium, or
- the extent of cover may be affected.

If we cancel the policy for this reason, the policyholder will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time we have provided cover, unless we are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

If a claim made by, or on behalf of, the policyholder or a member is in any way fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent evidence, **we** may:

- refuse to pay the claim, and
- recover any sums paid by us in respect of the claim.

In addition:

- where the claim is made by, or on behalf of, the **policyholder**, we may cancel the **policy** back to the date of the fraudulent act and keep all premiums. This will end the cover of the **policyholder** and all **members** listed on the policy certificate, or
- where the claim is made by, or on behalf of, a member, we may cancel that member's cover back to the date of the fraudulent act and keep premiums in respect of that member's cover. Alternatively, we may apply different terms (in line with reasonable underwriting practice) to that **member's** cover.

If we cancel the policy or any member's cover for these reasons we will notify the policyholder (and the relevant member) in writing by first class post or by hand to their last known address.

If any premium is not paid, the **policy** will be cancelled immediately. If any overdue premiums are paid within 45 days of their due date, there are no claims pending and **you** have not been diagnosed with cancer, we will reinstate the policy.

We will not cancel the policy because of eligible claims made by any member.

After the **policy** is cancelled, benefit will only be payable as agreed in a quarantee of payment.

If the policyholder dies

We will not automatically cancel the policy if the **policyholder** dies. The **policy** may transfer to another member subject to agreement that the **policy** will continue under its present terms and conditions.

Law

The law of England and Wales will apply to this contract unless:

- the **policyholder** and **we** agree otherwise, or
- at the date of the contract, the **policyholder** is a resident of Scotland or Northern Ireland, in which case (in the absence of agreement to the contrary) the law of that country will apply.

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

Third party rights

This **policy** does not give any rights to any person other than the policyholder and us. No other person will have any rights to rely on any terms under the policy.



Definitions

Active treatment

For the purpose of this **policy**, active treatment for prostate cancer is:

- removal of the prostate
- external beam or interstitial implant radiotherapy
- cryotherapy
- hormone therapy
- high intensity focused ultrasound therapy

Cancer

A malignant tumour, tissues or cell that is characterised by the uncontrolled growth and spread of malignant cells and invasion of tissue.

Commissioning body

- NHS England Clinical Commissioning Groups
- NHS Scotland Health Boards
- NHS Wales Health Boards
- Northern Irish Health and Social Care Board

Financial statement

The statement showing the premium payable and benefits available for each member included on the policy. The financial statement is included in the policy certificate.

GP

A general medical practitioner on the GP Register kept by the General Medical Council.

Guarantee of payment

A document that details what we have guaranteed to pay towards the **members's** cancer drugs for the treatment plan issued by the member's specialist and agreed by us. If the treatment plan changes, a new guarantee of payment will need to be agreed and issued by us.

Member

A person named as an insured person in the policy certificate.

Policy

Our contract of insurance with the policyholder, providing cover as detailed in this terms and conditions document. The application and **policy certificate** form part of the contract and must be read together with this policy terms and conditions document.

Policy certificate

The certificate giving details of:

- · the policyholder,
- members; and
 - the level of benefits available under the policy.

Policyholder

The person named as policyholder in the policy certificate.

Policy year

A period from the date the **policy** began until the day before the first renewal date or, if the **policy** has been renewed, the period from the most recent renewal date until the day before the next renewal date

Smoker

An individual who has at any point in the 12 months preceding either the commencement of the policy or the next renewal date:

- smoked tobacco, cigarettes, pipes or cigars;
- · chewed tobacco; or
- used other tobacco or nicotine replacement products, including vaping.







Specialist

A registered medical practitioner who:

- has at any time held, and is not precluded from holding, a substantive consultant appointment in an NHS hospital;
- holds a Certificate of Higher Specialist Training issued by the Higher Specialist Training Committee of the relevant Royal College or faculty; or
- is included in the Specialist Register kept by the General Medical Council

UK

The United Kingdom of Great Britain and Northern Ireland.

We/our/us

Aviva Health UK Limited, who administers your policy on behalf of Aviva Insurance Limited, who underwrites and provides your contract of insurance.

You/your

A person named as an insured person in the policy certificate.





Use of personal information

Personal Information

We collect and use personal information about you so that we can provide you with a policy that suits your insurance needs. This notice explains the most important aspects of how we use your information but you can get more information about the terms we use and view our full privacy policy at www.aviva.co.uk/ privacypolicy or request a copy by writing to us at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD

The data controller(s) responsible for this personal information is Aviva Insurance Limited as the insurer of the product. Additional controllers include Aviva UK Digital Limited if you took your policy out online and Aviva Health UK Limited/your intermediary (as applicable), who are responsible for the sale and distribution of the product and any applicable reinsurers.

Personal information we collect and how we use it

We will use personal information collected from you and obtained from other sources:-

- to provide you with insurance: we need this to decide if we can offer insurance (to you) and if so on what terms and also to administer your policy, handle any claims and manage any renewal;
- to support legitimate interests that we have as a business:
 - we need this to manage arrangements we have with reinsurers and for the detection and prevention of fraud
 - we also use personal information about you to help us better understand our customers and improve our customer engagement. This includes profiling and customer analytics which allows us to make certain predictions and assumptions

about your interests, make correlations about our customers to improve our products and to suggest other products which may be relevant or of interest to customers, which includes marketing products and services to you

- to meet any applicable legal or regulatory obligations: we need this to meet compliance requirements with our regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims;
- to carry out other activities that are in the public interest: for example we may need to use personal information to carry out antimoney laundering checks.

As well as collecting personal information about you, we may also use personal information about other people, for example family members you wish to insure on a policy. If you are providing information about another person we expect you to ensure that they know you are doing so and are happy to have their information shared with us. You might find it helpful to show them this privacy notice and if they have any concerns please contact us in one of the ways described below.

The personal information we collect and use will include name, address, date of birth, current state of health and any existing conditions of each person included in the application. If a claim is made we will also collect personal information about the claim from you and any relevant third parties. We may also need to ask for details relating to the unspent offences or criminal convictions of you or somebody else covered under your policy. We recognise that information about health and offences or criminal convictions is particularly sensitive information. Where appropriate, we will ask for consent to collect and use this information.







If we need consent to use personal information for a specific reason, we will make this clear to you when you complete an application or submit a claim. If you give us consent to using personal information, you are free to withdraw this at any time by contacting us - refer to the "Contacting Us" details below. Please note that if consent to use this information is withdrawn we will not be able to continue to process the information you gave us for this/these purpose(s). This would not affect our use of the information where consent is not required.

Of course, you don't have to provide us with any personal information, but if you don't provide the information we need we may not be able to proceed with your application or any claim you make.

Some of the information we use as part of this application may be provided to us by a third party. This may include information already held about you within the Aviva group, including details from previous quotes and claims, information we obtain from publicly available records, our trusted third parties and from industry databases, including fraud prevention agencies and databases.

Credit Searches

To ensure we have the necessary facts to assess your insurance risk, verify your identity, help prevent fraud and provide you with our best premium and payment options, we may need to obtain information relating to you at quotation, renewal and in certain circumstances where policy amendments are requested. We may undertake checks against publicly available information (such as electoral roll, country court judgments, bankruptcy orders or repossession(s)). Similar checks may be made when assessing claims.

Automated decision making

We carry out automated decision making and customer profiling to decide whether we can provide insurance to you and on what terms, deal with claims or carry out fraud checks. In particular we use an automated underwriting engine to provide a quote for this product, using the information we have collected.

On-line information

When you visit one of our websites, we may record your device information including hardware and software used, general location, when and how you interact with our websites. This information is retained and used to note your interest in our websites, improve customer journeys, determine pricing and/or offer you available discounts

How we share your personal information with others

We may share your personal information:-

- with the Aviva group, our agents and third parties who provide services to us, your intermediary (if applicable) and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help us administer our products and services:
- with clinicians, including hospitals, and third party case managers from whom you and others covered under your policy receive insured treatment or who manage your care or treatment pathway;
- with regulatory bodies and law enforcement bodies, including the police, e.g. if we are required to do so to comply with a relevant legal or regulatory obligation;
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes;







 with reinsurers who provide reinsurance services to Aviva and for each other. Reinsurers will use your data to decide whether to provide reinsurance cover, assess and deal with reinsurance claims and to meet legal obligations. They will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies

Some of the organisations we share information with may be located outside of the European Economic Area ("EEA"). We'll always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect your privacy rights. For more information on this please see our Privacy Policy or contact us.

Marketing

We may use personal information we hold about you across the Aviva Group to help us identify and tailor products and services that may be of interest to you. We will do this in accordance with any marketing preferences you have provided to us. We may continue to do this after your policy has ended.

If you wish to amend your marketing preferences please contact us:

By phone: 01603 622200 or +44 1603 604999 (from abroad)

By email: helpdesk@aviva.co.uk

By Post: Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD

To see how you can change your preferences in MyAviva or view your choices for online advertising visit our full Privacy Policy at www.aviva.co.uk/privacypolicy

How long we keep your personal information for

We maintain a retention policy to ensure we only keep personal information for as long as we reasonably need it for the purposes explained in this notice. We need to keep information for the period necessary to administer your insurance and deal with claims and queries on your policy. We may also need to keep information after our relationship with you has ended, for example to ensure we have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where we are required to do so for legal, regulatory or tax purposes.

Your rights

You have various rights in relation to your personal information, including the right to request access to your personal information, correct any mistakes on our records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, ask not to be subject to automated decision making if the decision produces legal or other significant effects on you, and data portability. For more details in relation to your rights, including how to exercise them, please see our full privacy policy or contact us – refer to the "Contacting Us" section below.

Contacting us

If you have any questions about how we use personal information, or if you want to exercise your rights stated above, please contact our Data Protection Team by either emailing them at dataprt@aviva.com or writing to the Data Protection Officer, Level 4, Pitheavlis, Perth PH2 9NH.

If you have a complaint or concern about how we use your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Information Commissioners Office at any time.



Further information

If you have any cause for complaint

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

Aviva Health UK Ltd Complaints Department PO Box 540 Eastleigh SO50 0ET

Telephone: 0800 051 7501 E-mail: hcqs@aviva.com

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

The Financial Ombudsman Service **Exchange Tower** London F14 9SR

Telephone: 0300 123 9123 Email: complaint.info@financialombudsman.org.uk

Website: www.financial-ombudsman.org.uk

If you have taken a product out online with Aviva and are unhappy with this product or the service you received, you can also use the European Commission's Online Dispute Resolution (http://ec.europa.eu/odr) service to make a complaint. The purpose of this platform is to

identify a suitable Alternative Dispute Resolution (ADR) provider and we expect that this will be the Financial Ombudsman Service.

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

The Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Where you are entitled to claim, insurance advising and arranging is covered for 90% of the claim, with no upper limit.

Further information about compensation scheme arrangements is available from:

Financial Services Compensation Scheme 10th Floor Beaufort House 15 St Botolph Street London EC3A 7QU

Website: www.fscs.org.uk

Telephone: 0800 678 1100 or 020 7741 4100

Language

All documents or letters relating to this policy will be written in English.



















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