

Life Insurance Plan Conditions

This Plan is written confirmation of a contract between us (Aviva Life and Pensions UK Limited) and the Planholder(s) named in the Plan Schedule.

In return for the agreed Payments from the planholder(s) we will provide the cover identified in the Plan Schedule and Plan Conditions.

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1. Payments

- The initial Payment from the Planholder(s) due under this Plan is shown in the Plan Schedule and is due on the Start Date.
- Subsequent Payments will be due on the corresponding day in each subsequent month and will cease to be due on the payment of either the Life Insurance Amount or the Terminal Illness Benefit (together the "Benefits") or on the payment of the last Payment due as specified in the Plan Schedule.
- Monthly Payments must be made by direct debit instruction on a current bank or building society account.
- Thirty days' grace is allowed for each Payment after the first. Should a claim arise during this period, the unpaid Payment will be deducted from any Benefits payable.
- If any Payment is not paid on the due date or within the thirty days' grace allowed, the Plan will be cancelled and all Benefits under it will end.

2. Life Insurance Amount

- The Life Insurance Amount will be payable to the Planholder(s) on the death of a Life Insured provided this occurs on or before the End Date and provided no claim for Terminal Illness Benefit has been accepted.
- In the event of a valid claim the Planholder(s) will receive the Life Insurance Amount as specified in the Plan Schedule less any unpaid Payments.
- The Life Insurance Amount will only be payable on one occasion and upon payment the Plan will end.

3. Terminal Illness Benefit

- Terminal Illness Benefit will be payable where, other than within the eighteen months prior to the End Date, the Life Insured is diagnosed as suffering from an advanced or rapidly progressing and incurable condition (the "Terminal Illness") such that the life expectancy of the Life Insured is no greater than twelve months from the date the condition is notified to us by the Planholder(s). In determining that diagnosis, we will consider the views of the Life Insured's medical adviser; consult the views of our medical adviser; and take the typical life expectancy for someone diagnosed with the Terminal Illness into account.
- The amount of Terminal Illness Benefit payable is that specified in the Plan Schedule less any unpaid Payments and will in all circumstances be the same as the Life Insurance Amount.
- Terminal Illness Benefit will only be payable on one occasion and upon payment the Plan will end.

4. Repayment Guarantee

If a decreasing Life Insurance Amount has been chosen in connection with a repayment loan, at the time of a valid claim, if the Life Insurance Amount is less than the outstanding amount of the Planholders loan, we will pay the outstanding loan provided that:

- the difference between the Life Insurance Amount and the outstanding loan is due solely to a higher rate of interest being charged on the loan than the interest rate used in the calculation of the Table of Benefits in the Plan Schedule; and
- the initial gross rate of interest charged on the loan at the Plan Start Date was less than 10%; and
- the loan is still due to be repaid before the End Date; and
- the outstanding loan in the year commencing on the Plan Start Date did not exceed the Life Insurance Amount.

If we pay the outstanding loan under these terms, the Plan will end and no other Benefit will be paid.

5. Life/Lives Insured

- For joint life policies, the Life Insurance Amount will be payable to the Planholder(s) on the death of a Life Insured before the End Date.
- For joint life policies, Terminal Illness Benefit will be payable to the Planholder(s) when a claim for Terminal Illness Benefit is accepted by us in respect of one of the Lives Insured.

6. Payment of Benefits

- The payment of any Benefit will be subject to us receiving such proof as we may reasonably require of:
 - the happening of an event on which any Benefit is payable
 - the legal title of the claimant
 - the date of birth of the Life Insured
 - our completed claim form
 - conversations with and reports from third parties, such as coroners and the police; and
 - such other information as we may reasonably require to enable us to assess the claim.
- Payment of the Terminal Illness Benefit will be subject to us receiving, in addition, such information and evidence as we may reasonably require, including:
 - such evidence of Terminal Illness as we may reasonably require in support of the claim for Terminal Illness Benefit (e.g. medical certificates, results of medical examinations and/or tests). Such information will be provided at the Planholder's expense. When requesting such information, we will do no more than is reasonably necessary, having regard to the individual circumstances, to determine whether the Benefit is payable. All medical certificates and the results of medical examinations and/or tests must be submitted to us in writing and must be provided by medical practitioners resident and practising in countries of the European Union (as constituted at 1st January 1999), Canada, Australia, Norway, Switzerland, USA, New Zealand and Malta. We may add further countries in the future.
 - the attendance by the Life Insured at such medical examinations and/or tests as we may reasonably require, having regard to the individual circumstances.
 - a signature on any declaration or consent form we provide allowing us access to the Life Insured's medical records.
- Where there is more than one Life Insured, we will require seeing the relevant certificates and documents for each Life Insured.

7. Surrender

- If the Plan is surrendered by the Planholder(s) we will make no payment and the Plan will end.

8. Alterations

- We may change the terms of the Plan for any of the following reasons:
 - To respond, in a proportionate manner, to changes in the way we administer policies of this type.
 - To respond, in a proportionate manner, to changes in technology or general practice in the life and pensions industry.
 - To respond, in a proportionate manner, to changes in taxation, the law or interpretation of the law, decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice with which we intend to comply.
 - To correct errors, if it is reasonable to do so.

If we consider any variation to these conditions is to the Planholder's advantage or is necessary to meet regulatory requirements, we may make the change immediately and will tell the Planholder at a later date.

We will tell the Planholder in writing of any change we consider is to their disadvantage (other than any change necessary to meet regulatory requirements) at least 60 days before the change becomes effective, unless it is not possible for us to do this, in which case we will give as much notice as we can.

- If the date of birth of any Life Insured has been incorrectly stated, we will amend the Benefits having regard to the true date of birth. If the true date of birth is such that, had it been known to us at the time the Plan was proposed for, the Life Insured would have fallen outside of the prescribed age limits to be eligible for the Plan, then the Plan cannot continue. In such circumstances, the Plan would need to be cancelled with no Benefits payable and the Premiums would be refunded, less our reasonable expenses, without interest.
- We rely on the information that the Planholder gives to us. If any of the information the Planholder gives to us is not true or not complete and this might reasonably have affected our decision to provide this Plan, then we may:
 - change the terms of the Plan; or
 - amend the Premiums due under the Plan; or
 - cancel the Plan and refund the Premiums paid less our reasonable expenses, without interest.


9. Acceptance of Instructions

- Any instruction, request or notice will not be accepted by us until both it and any related information and documentation as reasonably required to administer the Plan, that we may ask for, is received by us.

10. General

- Should the benefit be assigned, we must be in receipt of the written notice of assignment before any payment can be made.
- In these Plan Conditions the 'Planholder(s)' means the person or persons specified as such in the Plan Schedule (or their assigns), the survivors thereof or, if none survive, the successors in title of the last of them to die.
- In these Plan Conditions 'we', 'us' or 'our' means Aviva Life and Pensions UK Limited.
- The Plan Schedule records details of the Plan at the Start Date. Any alteration resulting in changes to the Payments and the Benefits may not be reflected on the Plan. In this event, such changes will be recorded by us.
- Where appropriate, words in the masculine include the feminine and words in the singular include the plural and vice-versa.
- For the purposes of the Contracts (Rights of Third Parties) Act 1999, the Planholder(s) and we agree that there is no intention to confer contractual rights on any third party who may benefit under the terms of the Plan.
- The Plan is issued in England under English Law. All Payments to us or by us will be in the United Kingdom in the currency of the United Kingdom.

Aviva Life & Pensions UK Limited. Registered in England No 3253947. 2 Rougier Street, York, YO90 1UU.
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