
Flexible Protection Plan

Sample Policy Conditions

Please read these conditions carefully to make sure that the Policy meets your requirements.

These policy conditions contain the following sections:

- Section 1** - Legal position
- Section 2** - Premiums
- Section 3** - Death Benefit
- Section 4** - Specified Illness Benefit
- Section 5** - Total and Permanent Disability Benefit
- Section 6** - Terminal Illness Benefit
- Section 7** - Indexation option
- Section 8** - Children's cover
- Section 9** - Conversion option
- Section 10** - Medical evidence
- Section 11** - Territorial limits
- Section 12** - Contributory exclusions
- Section 13** - Claim requirements
- Section 14** - Cash-in value
- Section 15** - Reinstatement
- Section 16** - Terminating your policy
- Section 17** - Taxation and other legislation
- Section 18** - Mis-statement of age or sex or smoker status
- Section 19** - Misrepresentation
- Section 20** - Assignment
- Section 21** - Change of occupation
- Section 22** - Complaints
- Section 23** - Your 30 day guarantee
- Appendix A** - Definitions of Specified Illnesses

1. LEGAL POSITION/INTERPRETATION

- 1.1 The Policy for your Flexible Protection Plan is a contract underwritten by Aviva Life & Pensions Ireland Limited.
- 1.2 Aviva Life & Pensions Ireland Ltd has its main office 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 through Aviva's Head Office in the currency of Ireland.
- 1.3 Your Policy is effective from the Commencement 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 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 the 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 7 below, Premiums will remain level 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 the occurrence of the event giving rise to a valid claim for benefit under this Condition 3.
- 3.2 Subject to Condition 6 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 7 and reduced as set out in this Condition 3 where an Accelerated Specified Illness Benefit and Accelerated Total and Permanent Disability Benefit 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), 12 (Contributory Exclusions) and 13 (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 Commencement 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 or any Total and Permanent Disability Benefit paid under Condition 5.
- 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 Commencement Date and prior to the Cessation Date.
- 3.4.4 Once a Death Benefit is paid this Policy will cease and no further benefits will be payable.
- 3.5 Where this Policy is arranged on a Joint Life First Death basis:
- 3.5.1 Death Benefit will become payable on the death of the first to die of the Lives Insured on or after the Commencement 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 first to die of the Lives Insured 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 or any Total and Permanent Disability Benefit paid on either of the Lives Insured under Condition 5.
- 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 Commencement Date and prior to the Cessation Date of the second to die of the Lives 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 cease 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 Commencement 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 in respect of that Life Insured or any Total and Permanent Disability Benefit paid under Condition 5 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 Commencement 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 Commencement Date and prior to the Cessation Date while the second Life Insured is still living, cover in respect of the survivor of the Lives 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 second to die of the Lives Insured, this Policy will cease 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 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 or one Total and Permanent Disability Benefit in respect of each Life Insured, the policy will cease 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 7 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 6.
- 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), 10 (Medical Evidence), 11 (Territorial Limits), 12 (Contributory Exclusions), 21 (Change of Occupation) and 13 (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 after the Commencement 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 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 is payable but not yet paid in accordance with this Condition 4 then, subject to Condition 6, a Death Benefit shall become payable on the death of the Life Insured on or after the Commencement 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 is paid in accordance with this Condition 4, the amount of the Death Benefit (or, pursuant to Condition 6, Residual Death Benefit) is reduced by the amount of the Specified Illness Benefit so paid. If the amount of the Death Benefit or Residual 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, 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 First Death basis:
 - 4.6.1 A Specified Illness Benefit will become payable on the first incidence of either of the Lives Insured suffering one of the Specified Illnesses listed in Appendix A after the Commencement 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 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 is payable but not yet paid in accordance with this Condition 4 then, subject to Condition 6, a Death Benefit shall become payable on the death of the first to die of the Lives Insured on or after the Commencement 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 is paid in accordance with this Condition 4, the amount of the Death Benefit (or, pursuant to Condition 6, Residual Death Benefit) is reduced by the amount of the Specified Illness Benefit so paid. If the amount of the Death Benefit or Residual 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, 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 after the Commencement 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 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 is payable but not yet paid in accordance with this Condition 4 in respect of that Life Insured then, subject to Condition 6, 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 is paid in accordance with this Condition 4 in respect of that Life Insured, the amount of the Death Benefit (or, pursuant to Condition 6, Residual 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 or Residual 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. TOTAL AND PERMANENT DISABILITY 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.
- 5.2 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 cease and no further benefits will be payable.
- 5.3 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 7 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 6.
- 5.4 Payment of the Total and Permanent Disability Benefit in accordance with this Condition 5 is, without limitation on Condition 1.6, subject always to Conditions 2 (Premiums), 10 (Medical Evidence), 11 (Territorial Limits), 12 (Contributory Exclusions), 21(Change of Occupation) and 13 (Claim Requirements).
- 5.5 Where this policy has been arranged on a Single Life basis:
- 5.5.1 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 Commencement Date and prior to the Cessation Date. On payment of a Total and Permanent Disability Benefit in accordance with this Condition 5 no Specified Illness Benefit or further Total and Permanent Disability Benefit shall be payable.
- 5.5.2 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 5 then, subject to Condition 6, a Death Benefit shall become payable on the death of the Life Insured on or after the Commencement Date and prior to the Cessation Date and before the payment under this Condition 5 of the Total and Permanent Disability Benefit and the Total and Permanent Disability Benefit shall not be paid.
- 5.5.3 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 5, the amount of the Death Benefit (or, pursuant to Condition 6, Residual Death Benefit) is reduced by the amount of the Total and Permanent Disability Benefit amount so paid. If the amount of the Death Benefit or Residual 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, no further benefits will be payable and no further premiums will become due.
- 5.6 Where this Policy has been arranged on a Joint Life First Death basis:
- 5.6.1 A Total and Permanent Disability Benefit will become payable on the first incidence of either of the Lives Insured suffering Total and Permanent Disability as defined in Appendix A on or after the Commencement Date and prior to the Cessation Date. On payment of a Total and Permanent Disability Benefit in accordance with this Condition 5 no Specified Illness Benefit or further Total and Permanent Disability Benefit shall be payable.

- 5.6.2 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 5 then, subject to Condition 6, a Death Benefit shall become payable on the death of the first to die of the Lives Insured on or after the Commencement Date and prior to the Cessation Date and before the payment under this Condition 5 of the Total and Permanent Disability Benefit and the Total and Permanent Disability Benefit shall not be paid.
- 5.6.3 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 5, the amount of the Death Benefit (or, pursuant to Condition 6, Residual Death Benefit) is reduced by the amount of the Total and Permanent Disability Benefit so paid. If the amount of the Death Benefit or Residual 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, no further benefits will be payable and no further premiums will become due.
- 5.7 Where this Policy has been arranged on a Dual Life basis:
- 5.7.1 A Total and Permanent Disability Benefit will become payable if a Life Assured suffers Total and Permanent Disability as defined in Appendix A on or after the Commencement 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 5 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.
- 5.7.2 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 5 in respect of a Life Insured then, subject to Condition 6, a Death Benefit shall become payable on the death of that Life Insured before the payment under this Condition 5 of the Total and Permanent Disability Benefit the Total and Permanent Disability Benefit shall not be paid.
- 5.7.3 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 5 in respect of that Life Insured, the amount of the Death Benefit (or, pursuant to Condition 6, Residual 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 or Residual 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.

6. TERMINAL ILLNESS BENEFIT

- 6.1 This condition 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 6.
- 6.2 Payment of the Terminal Illness Benefit in accordance with this Condition 3 is, without limitation on Condition 1.6, subject always to Conditions 2 (Premiums), 10 (Medical Evidence), 12 (Contributory Exclusions) and 13 (Claim Requirements).
- 6.3 A Terminal Illness is an advanced or rapidly progressing incurable illness where, in the opinion of an attending Consultant within the Territorial Limits and our Chief Medical Officer, the life expectancy is no greater than 12 months.
- 6.4 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.

- 6.5 Subject to a maximum payment under this Condition 6 of €2,000,000, the amount of the Terminal Illness Benefit payable subject to and in accordance with this Condition 6 will be an amount equal to 80% of the Death Benefit as shown on the Schedule (increased by any exercise of the Indexation Option pursuant to Condition 7) and with such amount reduced where an Accelerated Specified Illness Benefit and Accelerated Total and Permanent Disability Benefit are shown on the Schedule, by the amount equal to an amount of any Specified Illness Benefit paid under Condition 4 or Total and Permanent Disability Benefit paid under Condition 5.
- 6.6 Where pursuant to this Condition 6 payment of a Terminal Illness Benefit is made, the Death Benefit shall become a Residual Death Benefit payable subject to and in accordance with this Condition 6 on the death of a Life Insured after payment of a Terminal Illness Benefit has already been made under this Condition 6.
- 6.7 The amount of the Residual Death Benefit will be the amount which would be payable under Condition 3 (Death Benefit) if the Life Insured (in respect of whom the Residual Death Benefit is payable) had died on the day before the payment of the Terminal Illness Benefit reduced 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 this Condition 6.
- 6.8 If your Policy is arranged on a Single Life basis:
- 6.8.1 A Terminal Illness Benefit will become payable if it is proved to Aviva in accordance with this Condition 6 that the Life Insured has suffered a Terminal Illness prior to 18 months before the Cessation Date.
- 6.8.2 If the Life Insured subsequently dies before the Cessation Date, the Residual Death Benefit will be payable.
- 6.8.3 If a Terminal Illness Benefit is paid and if death does not occur before the Cessation Date, then the policy will cease and no further benefit will be payable.
- 6.9 If your Policy is arranged on a Joint Life First Death basis:
- 6.9.1 A Terminal Illness Benefit will become payable on the first incidence of it being proved to Aviva in accordance with this Condition 6 that either of the Lives Insured has suffered a Terminal Illness prior to 18 months before the Cessation Date. Only one Terminal Illness Benefit will be payable.
- 6.9.2 A Residual Death Benefit will become payable on the subsequent death of the first to die of the Lives Insured before the Cessation Date. Only one Residual Death Benefit will be payable.
- 6.9.3 If a Terminal Illness Benefit is paid and if death does not occur before the Cessation Date, then the policy will cease and no further benefit will be payable.
- 6.10 If your Policy is arranged on a Dual Life basis:
- 6.10.1 A Terminal Illness Benefit will become payable in respect of a Life Insured if it is proved to Aviva in accordance with this Condition 6 that such Life Insured has suffered a Terminal Illness prior to 18 months before the Cessation Date. Only one Terminal Illness Benefit will be payable in respect of each Life Insured.
- 6.10.2 If a Life Insured in respect of whom a Terminal Illness Benefit was paid subsequently dies before the Cessation Date, the Residual Death Benefit will be payable. No more than one Residual Death Benefit will be payable in respect of each Life Insured.
- 6.10.3 If a Terminal Illness Benefit in respect of a Life Insured is paid and if the death of that Life Insured does not occur before the Cessation Date, then the policy will cease in respect of that Life Insured and no further benefit will be payable in respect of that Life Insured.
- 6.11 If a Terminal Illness Benefit is paid, premiums under the Policy will continue to be payable until the death of the Life/Lives Insured or the date that the final premium payment is due under the Policy.

7. INDEXATION OPTION

- 7.1 This Condition 7 only applies where Indexation is shown on the Schedule.
- 7.2 On each anniversary of the Commencement Date of the Policy, the amount of each of the Benefits shown on the Schedule will automatically be increased by 5% per annum compound.
- 7.3 Indexation will cease on the earlier of:
- The anniversary of the Commencement Date of the Policy prior to the age of 65 of the Life Insured or the elder of the Lives Insured where the Policy is arranged on a Joint Life First Death basis or a Dual Life basis
 - The Cessation Date.

- 7.4 Where the Benefits are so increased the Premiums as shown on the Schedule will increase automatically by 8% per annum compound in line with the increase in the benefits.
- 7.5 No medical evidence of good health is required in respect of this automatic indexation.
- 7.6 You may by notice in writing to Aviva no later than the expiry of 10 days after the anniversary of the Commencement 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.

8. CHILDREN'S COVER

- 8.1 This Condition 8 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 8.
- 8.2 For the purpose of this Condition 8 the term "Child" means any person who is or was a child, stepchild or adopted child of a Life Insured and who is under the age of 18 years or who is under the age of 21 years and in the opinion of Aviva is residing with a Life Insured and is in full time education or in receipt of full time vocational training. The term "Children" shall have a corresponding meaning.
- 8.3 Children's Death Benefit
- 8.3.1 In the event of the death of a Child (being the first Child to die on or after the Commencement Date) on or after the Commencement Date and prior to the Cessation Date a single Death Benefit of €2,500 will become payable.
- 8.3.2 This benefit is only payable on only one occasion irrespective of the number of policies under which the Children may be covered by Aviva and irrespective of the number of Children so that:
- (i) If the occurrence of an event otherwise giving rise to a claim under this Policy gives rise to a claim under any other policy with Aviva, then no claim will arise under this Policy and
 - (ii) On the occurrence of an event giving rise to a claim under this Condition 8, the cover in respect of the Children's Death Benefit will cease.
- 8.3.3 Payment of the Children's Death Benefit in accordance with this Condition 8 is, without limitation on Condition 1.6, subject always to Conditions 2 (Premiums), 12 (Contributory Exclusions) and 13 (Claim Requirements).
- 8.3.4 Death Benefit cover in respect of the Life/Lives Insured under this Policy will not cease upon payment of a Children's Death Benefit.
- 8.4 Children's Specified Illness Benefit
- 8.4.1 Payment of the Children's Specified Illness Benefit in accordance with this Condition 8 is, without limitation on Condition 1.6, subject always to Conditions 2 (Premiums), 10 (Medical Evidence), 11 (Territorial Limits), 12 (Contributory Exclusions), 21 (Change of Occupation) and 13 (Claim Requirements).
- 8.4.2 Subject to Conditions 8.4.3 and 8.4.4 and a maximum payment in respect of Specified Illness under this Condition 8 of €25,000, a Specified Illness Benefit of 50% of the amount shown on the Schedule in respect of Specified Illness Benefit as increased pursuant to Condition 7 (Indexation Option) will become payable if a Child (being the first Child to do so on or after the Commencement Date) suffers one of the Specified Illnesses listed in Appendix A on or after the Commencement Date and prior to the Cessation Date and then survives a period of 14 days after the date of diagnosis of the Specified Illness.

- 8.4.3 The Children's Specified Illness Benefit will not be payable: if in the opinion of the Chief Medical Officer of Aviva (and whether symptoms were present or not)
- (i) the Specified Illness and/or the cause giving rise to the Specified Illness existed prior to the later of the Child attaining the age of 1 year or becoming a Child by being legally adopted by a Life Insured,
 - (ii) the Specified Illness and/or the cause giving rise to the Specified Illness is familial or hereditary, or
 - (ii) the Specified Illness or the cause giving rise to the Specified Illness existed before the Commencement Date.
- 8.4.4 This benefit is only payable on only one occasion irrespective of the number of policies under which the Child may be covered by Aviva and irrespective of the number of Children so that:
- (i) If the occurrence of an event otherwise giving rise to a claim under this Policy gives rise to a claim under any other policy with Aviva, then no claim will arise under this Policy and (ii) On the occurrence of an event giving rise to a claim under this Condition 8, the cover in respect of the Children's Specified Illness Benefit will cease.
- 8.4.5 Specified Illness cover in respect of the Life/Lives Insured under this Policy will not be terminated by payment of a Specified Illness Benefit in respect of a Child under this Condition 8.

9. CONVERSION OPTION

- 9.1 This Condition 9 only applies where the Conversion Option is shown on the Schedule.
- 9.2 Subject to the requirements set out in the Condition 9.3 you may prior to the Cessation Date convert this Policy to a new Aviva policy providing cover in respect of the Life Insured, or, if this Policy is arranged on a Joint Life First Death basis, you may convert this Policy to a new joint life first death Aviva policy, on the same basis, providing cover in respect of the Lives Insured or, if this Policy is arranged on a dual life basis, you may convert this Policy to a new dual life Aviva policy, on the same basis, providing cover in respect of the Lives Insured - without any requirement to provide evidence of the good health of the Life or Lives Insured.
- 9.3 The requirements to which the option to convert at Condition 9.2 is subject are as follows:
- 9.3.1 Such a new policy being available from Aviva at the time;
 - 9.3.2 The Premiums due under this Policy are paid in full at the time the Conversion Option is effected;
 - 9.3.3 This Policy Document, including the Schedule, being produced for cancellation when the Conversion Option is exercised;
 - 9.3.4 The Life Insured or, if this Policy is effected on a Joint Life First Death basis or a Dual Life basis, the elder of the Lives Insured being under 65 years of age at the time the Conversion Option is effected;
 - 9.3.5 In respect of any benefit under the new policy corresponding to Specified Illness Benefit or Permanent and Total Disability Benefit the Life Insured being, or if this Policy is effected on a Joint Life First Death basis or a Dual Life basis, the elder of the Lives Insured being, under 55 years of age at the time the Conversion Option is effected.
- 9.4 The following terms shall apply under and/or in respect of the new policy:
- 9.4.1 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;
 - 9.4.2 The new policy will not include indexation as described in Condition 7;
 - 9.4.3 The commencement date of the new policy shall be one day after the cancellation date of this Policy;
 - 9.4.4 The new policy will not include a conversion option of the type described in this Condition 9 or any similar conversion option;
 - 9.4.5 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;

9.4.6 If special terms apply to this Policy, these terms will also apply to your new policy;

9.4.7 The new policy will, in respect of any benefit corresponding to Specified Illness Benefit or Permanent and Total Disability Benefit, cease before the Life Insured or the elder of the Lives Insured attains age 65 and subject to that the new policy may have a term from 5 to 40 years.

10. MEDICAL EVIDENCE

- 10.1 Before payment of any Specified Illness Benefit or Total and Permanent Disability Benefit or Terminal Illness Benefit under this Policy, Aviva will require proof to its reasonable satisfaction of the incidence of the Specified Illness or Total and Permanent Disability or Terminal Illness Benefit.
- 10.2 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.
- 10.3 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 11. In addition, particular requirements as to evidence or opinion may be required to fulfill the definition of the Specified Illness at Appendix A.
- 10.4 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 6.3 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 11.
- 10.5 Aviva may reasonably require that you undergo, at no cost to Aviva, medical examinations with medical practitioners nominated by Aviva.
- 10.6 In the event of conflicting medical evidence or opinion, the incidence 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.
- 10.7 No benefit will be payable in respect of any medical condition which is not a Specified Illness (Appendix A and Condition 4) or Total and Permanent Disability (Appendix A and Condition 5) or Terminal Illness (Condition 6) as defined herein.

11. TERRITORIAL LIMITS

- 11.1 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.

12. CONTRIBUTORY EXCLUSIONS

- 12.1 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:
 - 12.1.1 Intentional self-inflicted injury, whether the Life Insured 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;
 - 12.1.2 Alcohol or solvent abuse or the taking of drugs other than under the direction of a qualified medical practitioner;

- 12.1.3 Failure to seek medical advice from a qualified medical practitioner;
 - 12.1.4 Failure to follow medical advice, which is, in the opinion of Aviva Chief Medical Officer, reasonable;
 - 12.1.5 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 willful participation in acts of violence, including riot, civil commotion, insurrection or usurping of power or any act incidental to such participation;
 - 12.1.6 Any form of aerial flight other than as a fare-paying passenger on a licensed public airline;
 - 12.1.7 Participating 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, professional sport, or other hazardous pursuits or pastimes.
- 12.2 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).
- 12.3 If, in the opinion of Aviva, a Life Insured suffers death by his or her own act within 12 months of the Commencement 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.
- 12.4 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.

13. CLAIM REQUIREMENTS

- 13.1 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:
- 13.1.1 Written notice and evidence acceptable to Aviva of the relevant Specified Illness or Total and Permanent Disability or Terminal Illness (see Condition 10 (Medical Evidence) for further details) or, in the case of death the Death Certificate;
 - 13.1.2 Evidence of title of the claimant;
 - 13.1.3 A form of discharge (supplied by Aviva), completed and signed by the claimant;
 - 13.1.4 This Policy Document, including the Schedule and any Special Conditions attaching;
 - 13.1.5 Any other documents, including evidence of identity, which Aviva may reasonably require.
- 13.2 Any claim for benefit must be made in writing within the following time limits:
- 13.2.1 Specified Illness Benefit in respect of HIV infection I 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).
 - 13.2.2 Specified Illness Benefit in respect of any other 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 it is medically certified that the Life Insured is suffering the Specified Illness (which requires that all the conditions stated in the definition of the Specified Illness in Appendix A are satisfied) if it is an illness or injury or the date of surgery if it is a surgery.
 - 13.2.3 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. CASH-IN VALUE

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

15. REINSTATEMENT

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

16. TERMINATING YOUR POLICY

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

17. TAXATION AND OTHER LEGISLATION

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

18. MIS-STATEMENT OF AGE OR SEX OR SMOKER STATUS

If the date of birth or sex 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.

19. MISREPRESENTATION

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 Commencement Date of your Policy.

20. ASSIGNMENT

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

21. CHANGE OF OCCUPATION

This Condition 21 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.

22. 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.

23. YOUR 30 DAY GUARANTEE

- 23.1 If, after studying this Policy Document and Appendix, you feel that this Policy is not suitable for your needs, you may cancel it without any penalty. To do so, return this Policy Document (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.

Appendix A

Definitions of Specified Illnesses

Specified Illness Benefit

The Specified Illnesses covered under this Policy, for the purposes of Condition 4, are defined below. Subject to and in accordance with Condition 4, Aviva Life & Pensions Ireland Ltd will pay 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.

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 7, 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 anesthesia is administered by licensed physicians or surgeons, and
- > is not primarily a clinic, nursing home, rest home, convalescent home or similar establishment.

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.

ALZHEIMER'S DISEASE- resulting in permanent symptoms

A definite diagnosis of Alzheimer's disease 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:

- > *other types of dementia.*

Alzheimer's disease is a progressive disease whereby the nerve cells in the brain deteriorate and the size of the brain reduces.

A claim may be made if there is a definite diagnosis by a consultant neurologist or consultant geriatrician that the Life Insured is suffering from the disease and as a result needs constant supervision or assistance because he/she cannot perform daily tasks (such as preparing food, dressing and washing) without supervision or assistance. The condition must have been present for 6 months before a benefit can be paid.

ANGIOPLASTY - 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 I 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.

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.

The aorta is the main artery of the body and supplies blood rich with oxygen to all other arteries.

The aorta may become narrowed, usually due to a build-up of fatty deposits on the wall of the artery, or it may weaken because of an aneurysm (where the artery wall becomes thin and dilated). It may also weaken because of a split (dissection) in the internal wall, leading to a surgical emergency.

Surgery to correct these conditions in the parts of the aorta in the chest and abdomen is covered under the above definition.

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.

All other forms of anaemia are specifically excluded.

Anaemia, neutropenia and thrombocytopenia are all conditions where there is a deficiency in some part of the blood. For example, anaemia is a lack of red blood cells. These conditions all commonly occur when the body's bone marrow stops working properly. A claim may be made only if the condition is so severe that at least one of the procedures listed above is required.

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.

BENIGN BRAIN TUMOUR- resulting in permanent symptoms

A non-malignant tumour or cyst in the brain, cranial nerves or meninges within the skull, resulting in permanent neurological deficit with persisting clinical symptoms. For the above definition, the following are not covered:

- > Tumours in the pituitary gland.
- > Angiomas.

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. A claim may be made if the Life Insured has a total and irreversible loss of sight in both eyes (which means no vision whatsoever). The condition must be permanent. It is important to realise that this definition is very specific. It may be possible to be 'registered blind' (as certified by an eye specialist) even though the loss of sight may only be partial. Even if a Life Insured is registered blind, a benefit will be paid only if the loss of sight is total and cannot be corrected.

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, lymphoma and sarcoma. For the above definition, the following are not covered:

> Any cancer which is histologically classified as any of the following:

- Pre-malignant;
- Non-invasive;
- Cancer in situ;
- Having either borderline malignancy; or
- Having low malignant potential.

> Any tumour of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2NOMO.

> Chronic lymphocytic leukaemia unless histologically classified as having progressed to at least Binet Stage A.

> Any skin cancer other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin).

The term 'Cancer' is used to refer to all types of malignant tumours (tumours which can spread) as opposed to benign tumours (which do not spread). A malignant tumour usually grows quickly, often invades surrounding tissue as it expands and can spread (via the bloodstream or lymphatic system) to form more growths in other parts of the body.

A claim may be made if the Life Insured is diagnosed as suffering from a cancer, which has invaded surrounding tissue, unless the type of cancer is specifically excluded. Your claim must be supported by a microscopic examination of a sample of the relevant cells. This is known as a 'histology' and would usually be carried out as part of a normal hospital investigation, and would be obtained by Aviva Life & Pensions Ireland Ltd as part of our standard claims assessment process.

The Policy does not cover cancer 'in situ', which means cancer at an early stage that has not spread to neighbouring tissue or is of a type that is contained and does not tend to spread. Invasive malignant melanoma (a serious form of skin cancer) is the only form of skin cancer that is covered.

All forms of lymphoma (a cancer of the lymphatic system) are covered except in the presence of any human immunodeficiency virus (HIV). Prostate tumours may be covered by the Policy, depending on their severity, as defined by standard medical classifications (specified above).

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. For the purpose of this definition NYHA Stage III is classified as marked limitation in activity due to symptoms even during less than ordinary activity. Patient is only comfortable at rest. For the above definition, all other forms of heart disease, heart enlargement and myocarditis are specifically excluded. Cardiomyopathy directly related to alcohol or drug misuse is excluded. Cardiomyopathy is a serious heart condition, often of unknown cause, in which the heart muscle can no longer effectively receive or pump blood through the body. While it can be a temporary condition, in some cases it goes on to be a permanent condition. When the condition is permanent, it cannot be cured and usually deteriorates over time.

The symptoms of Cardiomyopathy include shortness of breath on moderate exercise, chest pain and fainting. A claim may be made if there is a definite diagnosis by a consultant cardiologist of a major hospital that the Life Insured has suffered cardiomyopathy which is permanent and causing symptoms which significantly hinder normal everyday activities. This will be measured by a treadmill exercise test. This involves recording electrical impulses while exercising and the Life Insured's ability to exercise must be limited to a specific degree as measured by Stage 1 of the standard Bruce protocol.

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 is not covered:

- > Coma secondary to alcohol or drug abuse.

A person in a coma is unconscious and cannot be brought around. He or she is unlikely to respond to any form of physical stimulation or to have any control of bodily functions. Often this can occur as a result of injury to the head or a growth in the brain. It is important to realise that there are various depths of coma, measured by how an individual responds to repeated external stimuli. The coma may result in permanent neurological damage (brain damage resulting in permanent functional impairment) or the patient may recover completely. The conditions for Aviva Life & Pensions Ireland Ltd to pay a claim are that there must be minimal reaction to external stimuli for at least 96 hours, life support systems must be necessary throughout this period and there must be permanent brain or nerve damage (e.g. paralysis of the right or left side of the body or disturbed speech or vision).

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. Creutzfeldt-Jakob Disease is a degenerative condition of the brain thought to be due to a viral infection. As the disease progresses, muscular co-ordination diminishes, the intellect and personality deteriorate and blindness may develop. There is no treatment and death usually occurs within a year of the first symptoms. A claim may be made if there is a definite diagnosis by a consultant neurologist of a major hospital that the Life Insured is suffering from the disease.

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.

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.

Encephalitis results from an infection of the brain tissue usually caused by a virus. In some cases this may lead to a degree of permanent brain damage. Aviva Life & Pensions Ireland Ltd will pay a claim where the condition results in permanent damage to the brain.

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. A heart attack (myocardial infarction) occurs when an area of the heart muscle dies because of a lack of oxygenated blood. This is usually caused by a blocked artery (coronary occlusion) or a blood clot (coronary thrombosis) and causes permanent damage to the part of the heart muscle affected.

A claim may be made if the Life Insured has been diagnosed as suffering from a heart attack provided that the claim is supported by:

- > chest pains which are characteristic of a heart attack; and
- > new electrocardiogram (ECG) changes (an ECG is a graphical record of the electrical impulses that keep the heart beating); and
- > an increase in cardiac enzymes, troponins or other biochemical markers, which are released into your blood stream by damaged heart muscles.

It is important to understand that because angina pectoris and crescendo angina (chest pain and choking feeling) are not heart attacks, they are not covered by this definition. A claim may be made under this definition only if the Life Insured fulfils the three conditions above. Other heart conditions may be covered under the following definitions:

- > Coronary artery surgery
- > Coronary catheter treatment including angioplasty
- > Heart valve and structural surgery

HEART VALVE REPLACEMENT OR REPAIR - 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 replace or repair one or more heart valves. When a heart valve is not working properly because it has become narrowed or is leaking, an operation may be required to repair or replace the valve. Structural abnormalities include abnormal openings in the dividing wall separating the left and right chambers of the heart. A claim may be made if the Life Insured undergoes open heart surgery to correct valvular or structural abnormalities.

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.

For the above definition, the following is not covered:

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

HIV (human immunodeficiency virus) is generally recognised as being the cause of AIDS. HIV can be transmitted in several ways, including through contaminated blood products, sexual contact and infected needles used by intravenous drug abusers. As it takes some time for HIV antibodies to develop, a test on a person who has just been infected within the previous seven days will show negative. In order to help establish the claim, Aviva Life & Pensions Ireland Ltd will wait for up to 12 months to see if a subsequent test proves positive.

KIDNEY FAILURE - requiring dialysis

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

The kidneys act as filters which remove waste material from the blood. When the kidneys do not function properly, a build-up of waste products can lead to life-threatening problems. The body can function with only one kidney as the remaining kidney takes over the work of the damaged kidney.

However, if both kidneys fail completely, then regular renal dialysis (kidney machine treatment) or a kidney transplant will be required. In some circumstances, it is possible for the kidneys to fail temporarily and recover after a period of dialysis. A claim may be made in the event that both kidneys fail completely and permanently, resulting in the need for regular long term dialysis or a kidney transplant.

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

Liver disease secondary to alcohol or drug misuse is excluded from this definition.

Liver damage can occur as a result of disease or trauma and can lead to liver failure. This means that the liver no longer functions properly and results in a shrinking in liver size, a yellow discoloration of the skin (jaundice) and abnormal liver function tests. Ascites is an abnormal accumulation of fluid in the abdominal cavity. (This fluid is characterised by large amounts of protein and electrolytes).

Encephalopathy is a complication of the disease which affects the brain.

If all of these conditions are evident, a claim may be made.

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.

A claim may be made if the Life Insured has lost two or more limbs as described above, either by injury or due to necessary surgical removal. The loss must be irreversible.

LOSS OF SPEECH - permanent and irreversible

Total permanent and irreversible loss of the ability to speak as a result of physical injury or disease. It is possible to suffer temporary speech loss, for example as a result of severe trauma. This definition only covers total and irrecoverable loss of speech because of damage to or disease of the vocal cords.

MAJOR ORGAN TRANSPLANT

The actual undergoing in a major hospital as a recipient of - or inclusion on an official Irish waiting list of a major hospital for - a necessary transplant of a heart, liver, lung, pancreas or bone marrow. Major organ transplant surgery is required when it is necessary to replace a severely diseased or damaged organ with a healthy organ. A claim may be made if a transplant of one or more organs, as listed in the definition, is carried out or the Life Insured is placed on a recognised waiting list of a major hospital for such a transplant. Organ donation is not included.

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. Motor neurone disease is a progressive disorder of the central nervous system that controls muscular activity. The disease is characterised by muscle weakness and muscle wasting. A claim may be made if there is a definite diagnosis by a consultant neurologist that the Life Insured is suffering from the disease.

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 sclerosis is a progressive disease of the central nervous system which destroys the protective covering (myelin) of the nerve fibres in the brain and spinal cord. The severity of the disease can vary considerably and symptoms can differ, depending on which areas

of the brain or spinal cord have been affected. The symptoms include temporary blindness, double vision, loss of balance and lack of co-ordination. It can be difficult to diagnose multiple sclerosis. However a neurologist can perform various tests to assist in making the diagnosis. In the early stages, symptoms can be quite unspecific and so a neurologist will not be able to make a definite diagnosis. A claim may be made if the Life Insured is diagnosed by a consultant neurologist as suffering from multiple sclerosis, there are ongoing, well-defined symptoms of the disease and there is supporting evidence from recognised tests.

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. A claim may be made if the Life Insured suffers complete and permanent loss of function of two or more limbs.

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, rigidity of movement and postural instability. For the above definition, the following is not covered:

> Parkinson's disease secondary to drug abuse.

Parkinson's disease is a progressive degenerative disorder of the brain which affects the central nervous system. It is characterised by uncontrollable shuffling, tremors in the limbs, slow movement, rigid facial expression and unstable gait. The progression of the disease is slow and there is no known cure.

A claim may be made if the Life Insured has idiopathic Parkinson's disease to the extent that he or she requires permanent supervision and assistance in daily tasks such as dressing and eating, and this condition has persisted for at least 6 months. Idiopathic means that the disease has originated from an unknown cause.

Non-idiopathic Parkinson's disease results from a known cause such as certain drugs or toxic chemicals and it is not covered by this definition.

It is important to realise that the diagnosis of idiopathic Parkinson's disease in itself is not covered by this definition - the Life Insured must also require permanent supervision

PRE-SENILE DEMENTIA - resulting in permanent symptoms

A definite diagnosis of Pre-senile 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.

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 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.

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.

As the brain controls all of the functions of the body, any damage to it can have serious effects. A stroke happens when the brain is severely damaged due to internal bleeding (haemorrhage) or when the flow of blood in any artery leading to the brain has been blocked by a piece of tissue (athrombus) or a blood clot (an embolus). A claim may be made only if the Life Insured suffers a stroke that leaves evidence of permanent damage to the nervous system, such as disturbance of speech or vision or paralysis of the right or left side of the body. The Policy does not cover 'transient ischaemic attacks' (known as mini-strokes) as there is only a short-term interruption of the blood supply to the brain which does not result in permanent damage to the brain.

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.

Medically, there are three levels (degrees) of burns, which are defined by reference to the extent of the damage done to the skin:

- > First degree burns are those which damage the top layer of the skin. Mild sunburn would be an example.
- > Second degree burns go deeper into the layers of skin but can sometimes heal without scarring.
- > Third degree burns are the most serious as they destroy the full thickness of the skin.

A claim may be made if the Life Insured suffers third degree burns covering 20% or more of the body's surface.

TRAUMATIC HEAD INJURY - resulting in permanent symptoms

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

It is possible to suffer brain damage as a result of head injury. This definition covers such a situation if tests demonstrate that the damage is severe and permanent.

TOTAL AND PERMANENT DISABILITY

Total and permanent disability benefit for the purposes of condition 5, is defined below. Subject to and in accordance with condition 5, Aviva Life & Pensions Ireland Ltd will pay total and permanent 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, 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 1 kg 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 meters 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.

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

Sample

Aviva Life & Pensions Ireland Limited. A private company limited by shares.

Registered in Ireland No. 252737 **Registered Office** One Park Place, Hatch Street, Dublin 2.

Member of the Irish Insurance Federation. Aviva Life & Pensions Ireland Limited is regulated by the Central Bank of Ireland.

Aviva Life & Pensions Ireland Limited is a subsidiary of Aviva Life Holdings Ireland Limited, a joint venture company between Aviva Group Ireland plc and Allied Irish Banks, p.l.c.

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