

# Aviva 360 Physio Essentials

Terms and conditions

# Introduction

This policy provides members with access to advice, support and treatment for back, neck, muscle and joint - musculoskeletal - conditions which is provided by a network of independent physiotherapists. There is no need to see a GP before a member can access these services.

The goals of physiotherapy treatment are to achieve a good level of improvement in a member's symptoms and to try to return the member to their everyday activities as they were before their injury or the onset of their symptoms.

This document tells you about your policy and the cover your company provides for your members, including:

- what's covered
- what's not covered
- explanations of some of the terms used in this document so that you're fully aware of the cover that's being provided.

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.

We've designed this booklet to be as easy to understand as possible, but if you've any questions or queries about your policy please call 0800 096 8107 and we'll be pleased to help you. Calls to Aviva may be monitored and/or recorded for our joint protection.

This policy is insured by Aviva Insurance Limited and administered by Aviva Health UK Limited.

# Contents

Overview of cover and benefits	1
Benefit terms	2
Exclusions	3
Conditions	4
Definitions	8
Further information	9

# Cover and benefits

Benefits	Amount	Notes
Telephone clinical assessment for pain in the back, neck, muscles or joints (musculoskeletal conditions)	Up to 5 telephone clinical assessments each <b>member</b> , every <b>policy year</b>	See <a href="#">telephone clinical assessment</a> benefit term
Virtual physiotherapy for pain in the back, neck, muscles or joints (musculoskeletal conditions), including phone support	In full	If recommended by the <b>physiotherapist</b> during the telephone clinical assessment. See <a href="#">virtual physiotherapy</a> benefit term
Face to face physiotherapy for pain in the back, neck, muscles or joints (musculoskeletal conditions)	In full	If recommended by the <b>physiotherapist</b> during the telephone clinical assessment. See <a href="#">face to face physiotherapy</a> benefit term
Online information to support good musculoskeletal health	Unlimited access	Provided by <b>our</b> physiotherapy providers

# Benefit terms

## Telephone clinical assessment

All claims will begin with a telephone clinical assessment (TCA).

A TCA is a telephone consultation between a **member** of the **policy** who wishes to claim and a **physiotherapist** from **our** physiotherapy provider. They will review the **member's** musculoskeletal problem and then recommend the most appropriate course of treatment. This can also be arranged as a video call where the **member** can discuss their condition face-to-face which could help the **physiotherapist** assess their condition.

Each TCA call will only cover one condition or set of symptoms. If a **member** wants to discuss musculoskeletal symptoms affecting different parts of their body, for example, their knee and their elbow, the **member** will have to book a separate TCA for each condition or set of symptoms.

During the call the **physiotherapist** will provide advice to help the **member** manage their symptoms and pain.

The **physiotherapist** will then determine whether the **member's** condition requires virtual physiotherapy, face to face physiotherapy or specialist referral.

In the course of a TCA or in a face to face treatment session, the **physiotherapist** may decide that the **member's** condition cannot be managed by either virtual or face to face physiotherapy. If so they will provide the **member** with the details of their assessment for them to take to their **GP** who may then arrange for the **member** to see a specialist.

By using the services of **our** physiotherapy provider, the **member** agrees that they may share the **member's** personal and medical details with **us** for the purposes of **us** monitoring the general quality of their service standards. **We** may also use these details for **policy** administration and claims management and to help detect and prevent fraudulent activity.

## Virtual physiotherapy

The **physiotherapist** will create a personalised programme for the **member** to follow. It will include specific exercises, with clear videos demonstrating what the **member** is required to do to help support and manage their condition as part of a tailored home exercise programme. This will be available to the **member** via **our** physiotherapy provider's portal. The **physiotherapist** will also arrange follow up calls to check on the **member's** progress, which again will be determined by the TCA.

## Face to face physiotherapy

If, in the course of the TCA the **physiotherapist** considers that it is clinically appropriate for a **member** to have face to face physiotherapy they will arrange for the **member** to see a **physiotherapist** from the network, local to the **member**. The **member** will then have a face to face assessment with that **physiotherapist** who will determine what is required to treat the **member's** condition.

**Our** physiotherapy provider will determine the duration of active treatment required in each case.

# Exclusions

## Domiciliary physiotherapy

This **policy** does not cover domiciliary physiotherapy; that is, face to face treatment by a **physiotherapist** in the **member's** home.

## Exercise equipment and appliances

This **policy** does not cover equipment or appliances recommended by the **member's physiotherapist**, for example, orthotics, TENS machines or exercise equipment.

# Conditions

## Who can be a member?

All those named on the **member** listing will be covered on the **policy**.

**Members** must be aged 18 or over.

**Members** can only be covered on one Physio Essentials policy at any one time. If a **member** has an individual **policy** or is covered under their spouse/partner's **policy**, they must be removed from cover immediately.

**Members** must permanently live in the **UK**, which means living in the **UK** for 6 months or more of each year.

## Adding or removing members

**You** may add or remove **members** from the **policy** by contacting **us**. We will amend the premium and advise you of the new amount due.

**You** can add new **members** provided they are aged 18 or over. If **you** contact **us** to add a **member**, they will be added to the **policy** from the next premium collection date. If **you** contact **us** to remove a **member**, they will be removed from the **policy** from the next premium collection date.

If a **member** decides to opt out of having cover, they must notify **us** within 45 days of receiving their **member letter**. **We** will then remove the member and issue a refund. **We** will not issue a refund of premium if **we** are not notified within 45 days of any opt outs.

If a **member** is removed from the **policy** they will not be able to rejoin the **policy** for 12 months.

**We** will not refund any premiums to **you** because of a delay in **you** telling **us** that a **member** has left the **policy**.

## Policy duration and premiums

The **policy** is for 12 months. The **policy schedule** shows **you** how much must be paid, when and by which payment method. **We** will advise **you** if changes **you** make to the **policy** will result in the premium changing.

Each monthly premium payment is for one month's cover. The premium will be payable in full by **you** without any deduction or set-off in respect of any amounts owed, (or which are alleged to be owed), by Aviva to **you**.

**We** will collect premiums in advance of the date they are due. **We** will collect any premiums due unless **you** tell us to cancel the **policy** in time for **us** to stop collecting the payment.

If any amounts paid under this **policy** need to be refunded to **you**, (for whatever reason), they will be paid into the account from which **we** received the original funds.

**We** do not pay any claims if premiums are not paid to date at the time a **member's treatment** takes place. All premiums should be paid for by the **policyholder/company** itself, from a **UK** business bank account and the **company** should not attempt to recover premiums from individuals (including cash or services provided).

**You** must tell us within 45 days of the **policy** start date or, if later, the appropriate **renewal date** if any **members** have decided to opt out of cover.

**We** will issue a revised **policy schedule** to reflect the opt out changes and will issue a refund if one is due.

If there are no changes to **your** premium during the **policy year**, any change to **your** premium will only take effect from the **renewal date**. IPT will be charged at the applicable rate.

## Changes to your circumstances

**You** must tell **us** as soon as possible about:

- changes to **your** company, for example a change of company name, trading status, company structure, company number
- any changes relating to **members**, for example a change of name, address, if somebody works for the diplomatic service or a foreign embassy
- any **member** who no longer permanently lives in the **UK**, this means living in the **UK** for 6 months or more of every year. Cover for that **member** will end immediately.

**You** must also tell **us** as soon as possible of any other changes which affect information given in connection to the application for cover under this **policy**, for example liquidation, insolvency or bankruptcy procedures.

**We** reserve the right to alter the premiums, **policy** terms or cancel cover for a **member** of the **policy** following a change of risk. Changes will not be backdated to before the date on which **we** receive the notice.

## Renewing the policy

The **policy** lasts for one year and (if **we** still offer Aviva 360 Physio Essentials) **we** will automatically renew it unless **you** notify **us** that **you** do not wish to renew.

**We** will give **you** reasonable advance notice of when the **policy** is due to renew to give **you** time to decide whether **you** want to renew the **policy** or cancel it.

**We** may change the terms and conditions of the **policy** at the **renewal date**. If there are changes to the **policy**, **we** will let **you** know before the next **renewal date**. If **you** decide to cancel the **policy** as a result of such changes, **you** must contact **us**.

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

## Cancelling the policy

### Important note

The Insurance Act 2015 sets out the duty on a policyholder to provide complete and accurate information to an insurer, and the potential consequences if the policyholder does not do so.

As part of this duty, the **policyholder** must 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 **you** have failed to provide complete and accurate information to **us** (see Important note above) then, depending on the nature of that failure:
  - **we** may cancel the **policy** back to its original start date 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, **you** 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 Insurance Act 2015.

If a claim made by, or on behalf of, **you** 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, **you, we** may cancel the **policy** back to the date of the fraudulent act and keep all premiums. This will end the cover for **you** and all **members** listed on the **policy schedule**, 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.

If **we** cancel the **policy** or any **member's** cover for these reasons **we** will notify **you** (and the relevant **member**) via email.

- If any premium is not paid when due, the **policy** will automatically be cancelled. **We** will reinstate the **policy** with no break in cover if the premium is paid within 30 days of its due date.
- We** will not cancel the **policy** because of eligible claims made by any **member**.
- The **policyholder** must, as soon as possible after each event, notify each **member** of:
  - the termination of his/her cover if the **member** ceases to be included in the **policy**; and
  - the termination of his/her cover if the **policy** is cancelled.

## Claims procedure

All claims must be made by calling 0800 260 0571.

**We** will need to know:

- the area of the body affected; and
- the date when the **member** first experienced symptoms.

Once **we** receive this information **we** will review the claim. If the **member** has not used all of their TCAs **we** will confirm by email and provide the member with access to the online booking portal, to book the assessment.

If the **physiotherapist** isn't able to contact the **member** at the time booked for their TCA and the **member** doesn't respond to subsequent attempts to contact them in order to rebook the assessment, **our** physiotherapy provider will close the **member's** claim and the missed TCA will be deducted from the **member's** TCA entitlement for that **policy year**.

**Members** can view general online information regarding back, neck, muscle and joint problems through **our** physiotherapy provider's online portal.

Documents that **we** need to support a **member's** claim may incur an expense; the **member** will be responsible for any of these expenses.

Claims will only be paid whilst a **member** is covered by the **policy**.

Full details of the claims procedure are given in the **member** guide.

## 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 (or, in the case of a business, the registered office or principal place of business is situated in) 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**.

## Records, consents and confirmations

**We** shall be entitled at all reasonable times and on reasonable notice to inspect **your** records relating to the **policy**.

**You** will need to provide, on **our** request, (or facilitate the provision by third parties of) evidence and confirmations as **we** reasonably require to verify that one or more individuals are eligible for cover as **members** and/or the definition of **policyholder** is satisfied.

# Definitions

## Employee

An individual regularly and actively engaged for reward by the **policyholder** on a contract of service being over the age of 16.

## GP

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

## Member

Any of the following named in the membership list who is, at the relevant time, in relation to the **policyholder**:

- an **employee**, or
- the sole proprietor, or
- a partner, or
- a registered director

actively and regularly working in the conduct of the **policyholder's** business.

A majority shareholder is not considered a member unless they are actively engaged for reward on a contract of service. No other shareholders will be considered.

## Member letter

The letter issued to each **member** giving details of:

- the **policyholder**, and
- the **member**

## Physiotherapist

A practitioner who is:

- included in the register of the Health and Care Professions Council as a physiotherapist and
- employed by **our** physiotherapy provider, or
- belongs to **our** physiotherapy provider's network of registered physiotherapists.

## Policy

**Our** contract of insurance with the **policyholder**, providing cover as detailed in this terms and conditions document. The **policy schedule** forms part of the contract and must be read together with this policy terms and conditions document (as amended from time to time).

## Policy schedule

The schedule giving details of:

- the premium payable
- the **policyholder**, and
- the **policy**.

## Policyholder/Company

The person or business entity named as policyholder on the **policy schedule**.

## Policy year

The period of time from the date the **policy** began until the day before the first **renewal date** or, if the **policy** has been renewed, from one **renewal date** to the next.

## Renewal date

The annual anniversary of the date on which this **policy** began.

## UK

The United Kingdom of Great Britain and Northern Ireland (for the purposes of this **policy**).

## 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

The person or business entity named as **policyholder** on the **policy schedule**.

# 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:

Telephone: [0800 096 8107](tel:08000968107)

Email: [aviva360@aviva.com](mailto:aviva360@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  
E14 9SR

Telephone: [0300 123 9123](tel:03001239123) or [0800 023 4567](tel:08000234567)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [financial-ombudsman.org.uk](http://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) (<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.

## Clinical complaints

Clinical services or providers are not regulated by the Financial Conduct Authority (FCA) and are not subject to our complaint process set out before.

For clinical complaints relating to the conduct or competency of your specialist or the facilities at which they practise, these need to be directed to the specialist and hospital or clinic directly.

For your information, the responsibility for investigating and responding to clinical complaints is as follows:

- If your complaint is about a hospital/clinic or specialist, whether through a network or otherwise, it will be investigated in accordance with the complaints process in force at the relevant hospital/clinic, please contact the hospital directly.
- If your complaint relates to a third party clinical case manager, this will be investigated by the clinical provider who employs that case manager.
- If your complaint is about a network therapist (e.g. physiotherapist, counsellor, psychologist) this will be investigated by the independent clinical provider responsible for the therapist network.

Once you have contacted the provider who is responsible for investigating and responding to your clinical complaint, they should advise you of the full complaints process which will also include any escalation details should you require these.

While Aviva do not have a role in investigating and responding to clinical complaints, Aviva record clinical complaint volumes and investigation outcomes. If you would like to inform us of a clinical complaint outcome please contact us using the details provided before.

### **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: [fscs.org.uk](https://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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