Home 50 Important Information

Contract of insurance

The following elements form the contract of insurance between you and us, please read them and keep them safe:

- your policy wording;
- information contained on your Statement of Fact document as issued by us and any additional questionnaire(s);
- your schedule;
- any endorsements on your policy, as set out in your schedule;
- any changes to your home insurance policy contained in notices issued by us at renewal;
- your important information document.

Important Notice – Information we need to know about

When we ask you any questions or ask for information, you must take care to provide accurate and complete information. This is because in deciding to accept this policy, and in setting the terms including the premium, we have relied upon the information which you have provided to us.

Adequacy of sum insured

You must declare the full cost of rebuilding the property and replacing the goods; failure to do so may reduce claims settlements.

What if you give incorrect information?

If you don't give us full and correct information we may:

- refuse to pay all or part of a claim or cancel your cover
- change the excess or cover
- allow your cover to continue but may need to change the premium;

Each renewal invitation is offered using the information we have at the time it was issued. We may revise or withdraw it if, before the date your renewal takes effect, any event occurs that gives rise to a claim, even if we are notified after your renewal date.

If you were deliberate or reckless

If we establish that you deliberately or recklessly provided us with untrue or misleading information we will have the right to:

- treat this policy as if it never existed; and
- decline all claims; and
- keep the premium.

Fraud

If you, or anyone acting for you, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device:

1. we will not be liable to pay the claim; and
2. we may recover from you any sums paid by us to you in respect of the claim; and
3. we may by notice to you treat this policy as having been terminated with effect from the time of the fraudulent act.

If we exercise our right under 3 above:

- we shall not be liable to you in respect of a relevant event which happens after the time of the fraudulent act.
- A relevant event is whatever gives rise to our liability under this policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- we need not return any of the premium paid.

Renewing this policy

We will write to you in advance of your renewal date with our offer to renew, or to give you plenty of time to make other arrangements if we are unable to renew your insurance. The renewal offer will include the premium and any changes in the terms and conditions for the next policy period which, unless you have advised us otherwise, will automatically proceed if you continue to pay your premium. Where we have agreed to collect this premium automatically we will continue to do so unless you tell us differently. If you do not wish to renew your insurance please let us know before the renewal date of your policy. If you wish to make any changes at renewal, please contact your adviser. At renewal, a 14 day cooling off period applies which starts from the renewal of the contract or the day on which you receive your renewal documentation, whichever is the later

Statutory cancellation rights

You have a statutory right to cancel your policy within 14 days from the day of purchase or renewal of the contract or the day on which you receive the policy or renewal documentation, whichever is the later. If you wish to cancel and your cover hasn't started you will be entitled to a full refund of the premium paid. If you cancel after your cover has started we'll refund the full premium paid less a proportionate deduction for the time we've provided cover. You will not receive a refund of the premium if we have paid a claim during the cooling-off period. If you don't exercise your right to cancel, your policy will continue, and you will be required to pay the premium.

Ensuring you have continuous cover

If you are thinking of cancelling or not renewing with us, make sure you can get the alternative cover you need before your policy ends.

Financial Difficulty

If you are struggling to pay your premiums due to financial difficulty its vital that you contact your insurance advisor right away. We can provide flexible payment terms for customers in financial distress and who pay by Direct debit, as well as offering installment facilities for customers who pay annually.

Data Protection – Privacy Notice

Your Personal Information

The company (or companies) that provide your insurance cover will be the data controller(s) responsible for your Personal Information.

Aviva collects and use Personal Information about you in relation to our products and services. Personal Information means any information relating to you or another living individual who is identifiable by us. The types of Personal Information we collect and use will depend on our relationship with you and may include more general information (e.g. your name, date of birth, contact details) or more sensitive information (e.g. details of your health or criminal convictions).

Some of the Personal Information we use may be provided to us by a third party. This may include information provided by your broker, information already held about you within the Aviva group and information we obtain from publicly available records, third parties and from industry databases, including fraud prevention agencies and databases.

This notice explains the most important aspects of how we use your Personal Information for **Home and contents, Liability, Collections, Annual travel** and **Personal emergency** aspects of your policy but you can get more information by viewing our full privacy policy at **https://www.aviva.co.uk/privacypolicy** or requesting a copy by writing to us at The Data Protection Team, Aviva, PO Box 7684, Pitheavlis, Perth PH2 1JR.

For information about how other companies process your Personal Information for **Legal solutions, Home breakdown** and **Cyber** aspects of your policy see your policy wording.

If you are providing Personal Information about another person you should show them this notice.

How we use your Personal Information

We use your Personal Information for a number of purposes including providing our products and services and for fraud prevention.

We also use profiling and other data analysis to understand our customers better, e.g. what kind of content or products would be of most interest, and to predict the likelihood of certain events arising, e.g. to assess insurance risk or the likelihood of fraud.

We may carry out automated decision making to decide on what terms we can provide products and services, deal with claims and carry out fraud checks. More information about this, including your right to request that certain automated decisions we make have human involvement, can be found in our full privacy policies.

Your Personal Information may be shared within our corporate group(s) and with third parties (including our suppliers, such as those that provide claims services, and regulatory and law enforcement bodies). We may transfer your Personal Information to countries outside of the UK or European Economic Area but will always ensure appropriate safeguards are in place when doing so.

How your Personal Information is used and shared by insurers and databases

The Personal Information you provide will be used by us and shared with other insurers as well as certain statutory and other authorised bodies for:

- Insurance underwriting purposes. To examine the potential risk in relation to your (and/or a third party's) prospective policy to:
  - Consider whether to accept the relevant risk;
  - Make decisions about the provision and administration of insurance and related services for you (and members of your household);
  - Validate your (or any person or property likely to be involved in the policy or claim) claims history (at any time including upon application for insurance, in the event of an accident or a claim, or at a time of a mid-term adjustment or renewal).
- Management Information purposes. To analyse insurance and other markets for the purposes of:
  - Portfolio assessment;
  - Risk assessment;
  - Performance reporting;
  - Management reporting.
- Anti-fraud purposes. To detect and prevent fraudulent claims and/or activities by:
  - Sharing Personal Information with other organisations and public bodies including the police;
  - Tracing debtors or beneficiaries, recovering debt, managing your accounts and/or insurance policies;
  - Undertaking fraud searches. Insurers pass information to fraud prevention agencies and databases including the Claims and Underwriting Exchange administered by the Motor Insurers' Bureau. This helps insurers check information and prevent fraudulent claims. When we deal with your request for insurance we may search these registers.

- Compliance with legal obligations and responsibilities, including:
  - **Claims management** – In the event of a claim we may need to disclose information with any other party involved in that claim, e.g. third parties involved in the incident, their insurer, solicitor or representative and medical teams, the police or other investigators. We also may have to investigate your claims and conviction history;
  - **Complaints management** – If you make a complaint about the service we have provided, we may be obliged to forward details about your complaints, including your Personal Information, to the relevant ombudsman;

We can supply on request further details of the agencies and databases we access or contribute to and how this information may be used. If you require further details, please contact us.

Your rights

You have certain data rights in relation to your Personal Information, including a right to access Personal Information, a right to correct inaccurate Personal Information and a right to erase or suspend our use of your Personal Information. These rights may also include a right to transfer your Personal Information to another organisation, a right to object to our use of your Personal Information, a right to withdraw consent and a right to complain to the data protection regulator. These rights may only apply in certain circumstances and are subject to certain exemptions. You can find out more about these rights in our full privacy policies or by contacting us.

Contact us

If you have any questions about how your Personal Information is used or how to exercise your rights, please email **dataprt@aviva.com** or write to The Data Protection Team, Aviva, PO Box 7684, Pitheavlis, Perth PH2 1JR.

More details about your rights and how **HSB Engineering Insurance Limited** collect, use and disclose your personal information can be found in HSB's full privacy statement at: **WWW.munich.com/HSBEIL/service/privacystatement** or you may requests a copy by writing to: HSB Data Protection Manager, HSB Engineering Insurance Limited, Chancery Place, 50 Brown Street, Manchester M2 2JT or by email at: **compliance@hsbeil.com**.

More details about your rights and how **Arag Plc** collect, use and disclose your personal information can be found at **www.arag.co.uk** or you may requests a copy by writing to: data Protection Officer, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW or by email at: **dataprotection@arag.co.uk**.

Fraud Prevention and detection

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police;
- Undertake credit searches and additional fraud searches;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity;
- Check details of job applicants and employees

Claims history

- Under the conditions of your policy you must tell us about any insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to a database.
- We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

We can supply on request further details of the databases we access or contribute to. If you require further details please contact us

If you have a complaint

We are dedicated to providing a high quality service and we want to ensure that we maintain this at all times. If you have any questions or concerns about this policy or the handling of a claim, please contact the insurance adviser who arranged this policy.

Home and contents, Liability, Collections, Annual travel and **Personal emergency**: If you wish to make a complaint in relation to your insurance policy, you can do so at any time by referring the matter to your insurance adviser or by contacting Aviva Insurance Limited at: Complaints Manager Aviva Insurance Limited PO Box 78, Surrey Street, Norwich NR1 3EB Email: **ukgiceo@aviva.com** Telephone from within the United Kingdom: 0800 092 7713 or, from outside the United Kingdom: Telephone: +44 (0) 1603 606653

Legal solutions and **Home breakdown and emergency solutions**: If you wish to make a complaint in relation to these sections, you can do so at any time by referring the matter to: Customer Relations Department ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Email: **customerrelations@arag.co.uk** Telephone: +44 (0) 117 917 1561 Hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded.

Cyber: If you want to make a complaint in relation to Your cyber cover, you should contact: The Customer Relations Leader HSB Engineering Insurance Limited Chancery Place 50 Brown Street Manchester M2 2JT Telephone +44 (0) 330 100 3433 Email: **complaints@hsbeil.com**

If you remain dissatisfied or you have not received a final decision within 8 weeks, you can refer your complaint to the relevant ombudsman service: **Where Aviva Insurance Limited, ARAG Legal Expenses Insurance Company Limited and/or HSB Engineering Limited is your insurer**, please refer your complaint to: Financial Ombudsman Service, Exchange Tower, London E14 9SR Email: **complaint.info@financialombudsman.org.uk** Telephone from within the United Kingdom: 0800 023 4567 or, from outside the United Kingdom: Telephone: +44 (0) 207 964 0500 Fax: +44 (0) 207 964 1001 For Call Back Service, text 0786 002 7586. Website: **www.financial-ombudsman.org.uk**

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website. Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

Where Aviva Insurance Ireland Designated Activity Company is your insurer, please refer your complaint to: Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29 Telephone: +353 1 567 7000 Email: **info@fspo.ie**

The European Commission also provides an online dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. For more information about ODR please visit **http://ec.europa.eu/odr**

Financial Services Compensation Scheme

If we are unable to meet our liabilities to policyholders, you may be able to claim compensation from the Financial Services Compensation Scheme depending on the type of cover and the circumstances of your claim. Further information can be obtained from the FSCS website **www.fscs.org.uk**

Our Regulatory Status

Home and contents, Liability, Collections, Annual travel and **Personal emergency**: Risks situated within the UK and other countries excluding the EEA are underwritten by Aviva Insurance Limited. Registered in Scotland, No. SC002116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and our firm's reference number is 202153.

Risks situated within the EEA are underwritten by Aviva Insurance Ireland Designated Activity Company. Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland. Our firm's reference number is No. C171485. A private company limited by shares. Registered in Ireland, No. 605769. Registered Office: Cherrywood Business Park, Dublin, Ireland D18 W2P5. Registered UK Branch Address: 80 Fenchurch Street, London, EC3M 4AE. UK Branch authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority (FCA reference No. 827591) and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by thePrudential Regulation Authority are available from us on request

Legal solutions and **Home breakdown and emergency solutions**: Risks are underwritten by ARAG Legal Expenses Insurance Company Limited. ARAG plc (or appointed agents on its behalf) is authorised to administer Legal solutions and Home breakdown and emergency solutions on behalf of ARAG Legal Expenses Insurance Company Limited.

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 103274.

Cyber: Risk are underwritten by HSB Engineering Insurance Limited. HSB Engineering Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. HSB Engineering Insurance Limited's registered address is HSB Engineering Insurance Limited, Chancery Place, 50 Brown Street, Manchester M2 2JT. Registered in England and Wales, number 02396114.

Law and jurisdiction

The parties are free to choose the law applicable to this policy. Unless specifically agreed to the contrary this policy shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

Copy of document availability

If you would like to receive copies of your policy documents in paper, please contact your insurance adviser.

Telephone call charges and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Concerned about flooding?

Visit **aviva.co.uk/flood** for help and information.

How to claim

You can call us at any time.

Our dedicated Concierge Desk is open 24 hours a day, 7 days a week. From within the United Kingdom: 0800 056 2579 From outside the United Kingdom: +44 (0) 160 360 6635 Or email us at: **conciergehome@aviva. com**

For claims relating to Your cyber section of the policy please call the dedicated Concierge Desk which is open 24 hours a day, 7 days a week. Telephone from within the United Kingdom: 0800 056 2579 Telephone from outside the United Kingdom: +44 (0) 160 360 6635 Or email at: **new.loss@hsbeil.com**.

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