Complete Motor 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;
- your Certificate of Motor Insurance
- any endorsements on your policy, as set out in your schedule;
- any changes to your 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.

What if you give incorrect information?

If you were careless

If we establish that you carelessly provided us with untrue or misleading information, we will have the following rights:

1. If we would not have provided you with cover, we can treat this policy as if it never existed, refuse to pay any claims and return the premium you have paid.
2. If we would have provided you with cover on different terms, we can treat this policy as if it had been entered into on different terms from those agreed.
3. We can reduce the amount we pay on any claim in the proportion that the premium you have paid bears to the premium we would have charged you, if we would have charged you more.

We will notify you in writing if any of these options apply.

It is possible that 2 and 3 may both apply.

Where either applies, we will give you notice that we will treat this policy and any future claim in accordance with 2 and/or 3, in which case you may then give us notice that you are terminating this policy.

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 instalment facilities for customers who pay annually.

Use of Language

The language of this policy and all communications relating to it will be in English.

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 **Your vehicle damage** and **Your liability** 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 **Your breakdown solutions** and **Your motor legal expenses** 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).
  - Confirm your (or any person included on the proposal) licence status, entitlement and relevant driving restriction information and endorsement or conviction data. Searches may be carried out prior to the date of the insurance policy, at any point throughout the duration of your insurance policy including at the mid-term adjustment and renewal stage, A search of your driving licence number with the Driver and Vehicle Licensing Agency ("DVLA") should not show a footprint against your (or another relevant person included on the proposal) driving licence
- 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 and, where appropriate, the Motor

Insurance Anti-Fraud and Theft Register both managed by the Motor Insurers' Bureau ("MIB"). 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;
  - Information about your insurance policy will be added to the Motor Insurance Database ("MID") managed by the MIB. MID and the data stored on it may be used by certain statutory and/or authorised bodies including the police, the DVLA in Great Britain, the Driver and Vehicle Agency Northern Ireland, the Insurance Fraud Bureau and other bodies permitted by law. This information may be used for purposes permitted by law, which include:
    - Electronic licensing;
    - Continuous insurance enforcement;
    - Law enforcement (prevention, detection, apprehension and/or prosecution of offenders);
    - The provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving

If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information.

Individuals who may be citizens of other countries or their appointed representatives making a claim in respect of a road traffic accident may also obtain relevant information which is held on the MID. It is vital that the MID holds your current registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the police and/or a fixed penalty notice.

You can check that your current registration number details are shown on the MID at **www.askmid.com**. For details relating to information held about you by the DVLA please visit **https://www.gov.uk/government/organisations/driver-and-vehicle-licensing-age**

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.

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, 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.

Your vehicle damage and **Your liability**: 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

Your breakdown 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.

Your motor legal expenses: If you want to make a complaint in relation to this section, you should contact: The Managing Director Lawshield UK Ltd, 1210 Centre Park Square, Lakeside Drive, Centre Park, Warrington, Cheshire WA1 1RU Telephone: 0800 731 3942 Fax: 01925 428357 Email: **customerrelations@lawshield-uk**

If you remain dissatisfied or you have not received a final decision within 8 weeks, you can refer your complaint to the ombudsman service: 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.

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

Your vehicle damage and **Your liability**: Risks 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.

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

Your motor legal expenses: Lawshield UK Ltd administers Your motor legal expenses on behalf of ALLIANZ INSURANCE plc (trading as Allianz Legal Protection). ALLIANZ INSURANCE plc (trading as Allianz Legal Protection) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference No.121849. Registered office is at 57 Ladymead, Guildford, Surrey GU1 1DB. Registered in England and Wales under number 00084638. Lawshield UK Ltd is authorised and regulated by the Financial Conduct Authority (Firm Reference No. 306793). Registered office is Lawshield House, 850 Ibis Court, Lakeside Drive, Centre Park, Warrington, WA1 1RL. Registered in England No. 3360532.

You can check this information on the Financial Conduct Authority's website at **www.fca.org.uk**, which includes a register of all the firms they regulate, or by calling the FCA on 0800 111 6768

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.

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 2584 From outside the United Kingdom: +44 (0) 1603 606711 Or email us at: **conciergemotor@aviva.com**

Risks 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.
Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

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