

Aviva Private Clients Home Insurance - Spain



Important Information

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 in accordance with The right to cancel (page 4).

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.

Data Protection – Privacy Notice

Your Personal Information

Aviva Ireland Insurance Designated Activity Company (“**Aviva**”) underwrites your insurance policy and is a data controller responsible for your Personal Information.

Aviva collects and uses 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).

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, 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.

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 with other Aviva group companies 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.

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 Authority in your country. 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.

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.

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

Referral to ombudsman services

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:

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@fspoi.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 including the Financial dispute resolution network (FIN-NET) please visit

Our Regulatory Status

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 the Prudential Regulation Authority are available from us on request.

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.

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 the Prudential Regulation Authority are available from us on request.

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