

Family Personal Accident Insurance Policy



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How to get in touch

If you need to write to us our postal address is:

Aviva
PO Box 3553
Norwich
NR1 3DA

To make a claim or check progress on a claim call us on 0800 051 5175

Call us as soon as possible between 9am and 5pm Monday to Friday (excluding public and bank holidays).

A claims adviser will register the claim and provide guidance and support. The 'How to make a claim' section explains everything you or the executor(s)/administrator(s) of your estate will need to know.

Alternatively, please email us at: hcpamoa@aviva.co.uk

For anything else call us on 0800 158 3993

If you have any questions or want to make any changes to your insurance call us between 9am and 5pm Monday to Friday (excluding public and bank holidays).

Alternatively, you can email us at: paadmin@aviva.co.uk

Please note:

- When contacting us, please help us by quoting your policy number. You can find this on your policy schedule.
- For email correspondence any details you submit will not be secure whilst being submitted.
- For our joint protection telephone calls may be recorded and/or monitored.
- Call charges may apply from mobiles. Please check with your service provider.

Your cancellation rights

You have the right to cancel your insurance within 14 days from the day of purchase or the day on which you receive your policy documentation, whichever is the later.

If you cancel during this period, you are entitled to a full refund of the premium paid. If you have made a claim and then cancel within this period, we will seek to recover any claim payments already made.

To cancel, please call 0800 158 3993 or write to Aviva, PO Box 3553, Norwich, NR1 3DA.

If you don't cancel in this period, your insurance will continue in force and you must pay the premium.

For your cancellation rights outside the statutory cooling-off period, please see the 'When this insurance will end' section.

Your Family Personal Accident Insurance

Thank you for choosing this insurance.

This is your policy booklet which sets out the terms of this insurance cover. It tells you all you need to know about your Family Personal Accident Insurance. Details of the cover option you have chosen are shown in your current policy schedule.

Please read this policy booklet and your policy schedule and familiarise yourself with the cover provided by this insurance and all the terms, conditions and exclusions that apply.

Please keep them in a safe place and make sure a relative or close friend knows where to find them.

If any of the details on your current policy schedule are incorrect or you need to advise us of any of the changes listed in the 'Changes we need to know about' section, please contact us straightaway and we will send you new policy documents with the correct details.

The contract of insurance

This policy booklet and your policy schedule form the contract of insurance between you and us. Please read them and keep them safe.

In return for payment of your premium and subject to the terms, limitations and exclusions of this contract we will pay the amounts shown in the table of benefits on your policy schedule that apply at the time of the insured person's accident.

If any insured persons do not comply with the terms and conditions of the contract of insurance you may not be entitled to make a claim in respect of them.

What this insurance does

This insurance is here to help you, your partner or family cope financially if an insured person suffers an accident that directly results in their death, hospitalisation or certain types of injury. The amount we pay is shown in the table of benefits on your current policy schedule.

We explain what we mean by 'accident' in the 'What is an accident?' section of this policy booklet. The details of the cover, terms and conditions and exclusions can be found in the 'Your cover' section.

This insurance pays any benefit due regardless of whether the insured person is covered by any other personal accident insurance.

What this insurance does not do

This insurance is not a life, healthcare or income protection insurance policy.

This insurance is intended to cover an insured person in the event of injury or death which is a direct result of an accident only. It does not provide cover in the event of injury or death caused by illness or disease.

Full details of the cover, terms and conditions and exclusions can be found in the 'Your cover' section.

What we mean by certain words

Where you see the following words they have the following specific meanings:

'Accident'	means as set out in the 'What is an accident?' section.
'Child' and 'children'	means your dependent: <ul style="list-style-type: none">• children;• stepchildren; and• legally adopted children.
'Doctor'	means a qualified medical practitioner or specialist (other than an insured person or a member of their family).
'Insured person'	means you, your partner or your child/children if cover for partner and/or children is shown on your current policy schedule.
'Motorcycling'	means driving or riding as a passenger on any motorised bike or trike, motorcycle, scooter, moped or quad bike.
'Partner'	means your marital/civil partner or your partner with whom you live and share financial responsibility.
'UK'	means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
'We', 'us' and 'our'	means Aviva Insurance Limited.
'You' and 'your'	means the person who has been accepted by us for insurance, has paid or agreed to pay the premiums and is named on the current policy schedule as Policyholder.

What is an accident?

We will only pay a claim if an injury or death is the direct result of an accident that happens after the start of the insured person's cover.

What do we mean by an 'accident'?

An accident is a single, unexpected, unforeseen and unintentional incident which is not a symptom of a disease or illness.

What are you covered for?

If an insured person suffers an accident which directly results in their injury or death, we will pay the benefit shown in the table of benefits on your current policy schedule.

We will also cover injury or death which happens as a direct result of exposure to the elements.

Please read the following examples to help you understand the cover this Family Personal Accident Insurance provides. We tell you whether a claim would be successful or not and explain how and why we reached this decision.

Example 1 – Claim accepted - accident causing permanent injury

Whilst driving, Mr Matthews skidded on ice and crashed his car. He suffered serious injuries and permanently lost full use of both legs.

After confirming that his injuries were a direct result of the accident and none of the cover exclusions applied, the claim was paid.

Example 2 – Claim accepted - illness causing an accident

Whilst driving, Mr Patel suffered a stroke and crashed his car resulting in serious permanent injury to his legs.

After confirming that injury to his legs was not caused by the stroke and none of the cover exclusions applied, the claim was paid.

Example 3 – Claim not accepted - injury due to illness

Whilst driving, Mrs Brown suffered a stroke and crashed her car. She suffered cuts and bruises as a direct result of the crash, but was left paralysed down the right side of her body due to the stroke.

As Mrs Brown's paralysis was caused by her stroke and not as a direct result of the car crash, we did not pay her claim.

Am I eligible for this insurance?

You must make sure you can answer 'yes' to all of the following statements at the start of and throughout the period of your insurance.

If you answer 'no' to any of the following statements you must contact us straightaway as you are not eligible for this insurance and you will not be entitled to make a claim.

- I am aged 18 years or over and under 81 years old.
- My main private residence is in the UK.

Who can I cover on my insurance?

You can choose to add your partner and/or children to your insurance so they can also receive cover (as long as they are eligible and you pay the extra premium). The following sections explain what is required for them to be eligible.

Your partner

For your partner to be eligible for this insurance, entitling you to make a claim in respect of them, you must make sure you can answer 'yes' to the following statements at the time they are added to your insurance and throughout the period of your insurance.

If you answer 'no' to any of the following statements you must contact us straightaway as they are not eligible for this insurance and you will not be entitled to make a claim.

- Your partner is aged 18 years or over and under 81 years old.
- Your partner's main private residence is in the UK.

Your child/children

For your child to be eligible for this insurance, entitling you to make a claim in respect of them, you must make sure you can answer 'yes' to all of the following at the time they are added to your insurance and throughout the period of your insurance.

If you answer 'no' to any of the following statements you must contact us straightaway as your child is not eligible for this insurance and you will not be entitled to make a claim.

- Your child is aged 3 years or over and under 20 years old.
- Your child lives with you or their other parent (we include children studying away from home who normally live with a parent outside term-time.)
- Your child's main private residence is in the UK.

Please note: your child is not eligible for this insurance if they are married or in a civil partnership.

Changes we need to know about

Keeping your details up to date is really important.

We need to be told whenever any of the following occur:

- Any information on your current policy schedule changes.
- You want to add or remove a partner or child to/from your insurance.
- Your or your child's main private residence is no longer in the UK.
- You or your partner reaches age 81.
- Your partner no longer lives with you.
- Your child or any of your children:
 - get married or enter into a civil partnership;
 - reach age 20; or
 - no longer live with you or their other parent.
- An insured person dies.

If you fail to provide complete and accurate information we may:

- cancel your insurance (please see the 'When this insurance will end' section for more information);
- refuse to pay any claim; or
- not pay any claim in full or the extent of the cover may be affected.

Your cover

This insurance provides the cover set out below and, following an accident, pays the benefit shown in the table of benefits on your current policy schedule. To help you understand what we mean by an 'accident' please refer to the 'What is an accident?' section earlier in this policy booklet.

Please note that for some sections, cover and benefits for children are reduced or do not apply. Please see the table of benefits for more information.

Section A – Accidental death

Important note: This is not a life insurance policy. This section provides cover for accidental death only. It does not provide cover for death caused by illness or disease.

We will pay the benefit shown in the table of benefits if, as a direct result of an accident and independently of any other cause, an insured person dies within 24 months of the accident

Disappearance

If an insured person disappears and, after looking at all available evidence in respect of their disappearance, we are satisfied that their disappearance can be presumed to be due to their death as the direct result of an accident, we will pay the benefit shown in the table of benefits on your current policy schedule.

Claim payment limitations – section A

Cover under this section is different in respect of children. Please refer to the table of benefits for the amount of benefit paid for a claim relating to a child.

Section B – Permanent bodily injury

1. Amputation or loss of use - arms and/or legs

Amputation

We will pay the benefit shown in the table of benefits if an insured person suffers an accident which directly results in amputation of:

- an arm (this means amputation at or above the wrist); or
- a leg (this means amputation at or above the ankle).

We will cover amputation whether this occurs:

- at the time of the accident; or
- within 24 months of the date of the accident and only where it is medically necessary as a direct result of the accident.

Loss of use

If an insured person suffers an accident which directly results in a significant degree of permanent loss of use of the arm(s) and/or the leg(s) excluding thumbs, fingers or toes, we will pay a percentage of the benefit shown in the table of benefits depending on the extent of loss of use that a doctor confirms the insured person has suffered.

- Where the loss of use caused directly by the accident is less than 20% we will not pay any benefit.
- Where the loss of use caused directly by the accident is 20% or more and under 70% we will pay a percentage of the full benefit shown in the table of benefits equal to the percentage of loss that a doctor confirms is as a direct result of the accident. Please see the example below.
- Where the loss of use caused directly by the accident is 70% or more, the benefit shown in the table of benefits will be paid in full.

Example

A fall down the stairs leaves Mr Smith with permanent damage to his shoulder. He can still use his arm, but has restricted movement and strength in it. A medical report confirms that Mr Smith has lost 50% of the use of his arm. Therefore we will pay 50% of the full benefit shown in the table of benefits for loss of use of the entire arm

For multiple injuries sustained during the same accident we will calculate the benefit payable for each arm or leg separately.

In all cases the loss of use must be confirmed, by a doctor, as permanent within 24 months of the date of the accident.

2. Amputation or loss of use – thumbs, fingers and/or toes

Amputation

We will pay the benefit shown in the table of benefits for each thumb, finger or toe if an insured person suffers an accident which directly results in amputation of an entire thumb, finger and/or toe.

We will cover amputation whether this occurs:

- at the time of the accident; or
- within 24 months of the date of the accident and only where it is medically necessary as a direct result of the accident.

Loss of use

If an insured person suffers an accident which directly results in the total and permanent loss of use of an entire thumb, finger and/or toe, we will pay the benefit shown in the table of benefits for each thumb, finger or toe.

We will not pay any benefit for any partial loss of use of a thumb, finger and/or toe.

In all cases the loss of use must be confirmed, by a doctor, as permanent within 24 months of the date of the accident.

3. External burns

We will pay the benefits shown in the table of benefits if an insured person suffers an accident which directly results in a full thickness (third degree) burn – this is where damage extends through all layers of the skin.

The amount of benefit you will receive depends on whether the burns cover:

- 9% or more; or
- less than 9%,

of the insured person's body.

We base our calculation on a method known as the 'rule of nines' which is normally used by medical professionals to work out what percentage of the body has been affected by a burn. We will ask your doctor to provide us with this information.

4. Other permanent injury

Please note:

- **this section only applies in respect of permanent injuries that are not covered elsewhere under this insurance;**
- **we will only pay this benefit where the insured person is under 65 years of age at the time of the accident;**
- **there is no cover for children under this section.**

If an insured person suffers an accident which directly results in permanent injury that is not covered elsewhere under this insurance and this entirely prevents them from following any occupation suited to their education, experience and capability, we will pay the benefit shown in the table of benefits for other permanent injury.

In all cases the injury must be confirmed, by a doctor, as permanent within 24 months of the date of the accident.

Claim payment limitations – section B

For any one accident:

- Cover for any one limb is limited to the payment of one benefit from items 1 or 2 in this section, depending on the injury sustained.
- Where we pay a claim under item 4. Other permanent injury, we will not pay any claim under items 1 or 2.

For the lifetime of this insurance:

The most we will pay for any one limb is the amount shown in the table of benefits for loss of arms and/or legs, regardless of the number or type of claims made.

Section C – Sensory disability

1. Loss of sight

We will pay the benefit shown in the table of benefits if an insured person suffers an accident which directly results in the permanent loss of sight in one or both eyes.

- For loss of sight in one eye - an ophthalmologist must confirm that the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.
- For loss of sight in both eyes - an ophthalmologist must confirm that the degree of loss of sight means that the insured person is eligible to register as severely sight impaired (blind).

In all cases the loss of sight must be confirmed, by a doctor, as permanent within 24 months of the date of the accident.

The Snellen scale

The Snellen Scale is the most commonly used method of measuring sight and is accepted as an industry standard. A reading of 3/60 on the Snellen scale means that someone can only see at 3 metres what a person with standard vision can see at 60 metres.

2. Loss of hearing

We will pay the benefit shown in the table of benefits if an insured person suffers an accident which directly results in the permanent loss of hearing in one or both ears.

An audiologist must confirm that the loss of hearing equates to greater than 95 decibels across all frequencies using a pure tone audiogram.

In all cases the loss of hearing must be confirmed, by a doctor, as permanent within 24 months of the date of the accident.

Pure tone audiogram

A pure tone audiogram is used to measure hearing loss; 95 decibels means for example, someone might not be able to hear an underground train coming into the station whilst standing on the platform.

3. Loss of speech

We will pay the benefit shown in the table of benefits if an insured person suffers an accident which directly results in the permanent and total loss of speech which is confirmed, by a doctor, as permanent within 24 months of the date of the accident.

Claim payment limitations – section C

If we make a payment for loss of sight in one eye or hearing in one ear, all cover for that eye or ear will end.

Section D – Hospitalisation

If an insured person is hospitalised as an in-patient for 72hrs or more as a direct result of an accident, we will pay the benefit shown in the table of benefits for each 24 hour period they are hospitalised.

Claim payment limitations – section D

This section is limited to a maximum of 100 days benefit for each insured person during the lifetime of this insurance, regardless of the number of claims made.

General exclusions

These apply to all sections of the policy booklet.

1. We will not pay any claim caused by:
 - illness or disease unless this is a direct result of the accident;
 - known side effects where medicines are taken correctly under medical supervision or guidance;
 - medicines taken incorrectly;
 - medicines for treating drug addiction;
 - known risks associated with a medical or surgical procedure;
 - a gradual loss of use or function which is not a direct result of an accident.
2. We will not pay any claim resulting from an insured person's:
 - suicide or deliberate self inflicted injury;
 - reckless and deliberate exposure to known danger (except in an attempt to save human life);
 - use of drugs;
 - consumption of alcohol to an extent that they suffer mental or physical impairment which causes the accident or results in them doing something they would not normally do without the influence of alcohol;
 - participation in or acting as an accessory to any crime or attempted crime;
 - participation in, practice or training for any sport as a professional sportsperson.
3. We will not pay for any claim if an insured person suffers an injury or dies whilst motorcycling.
4. We will not pay any claim resulting from the insured person being in control of a motor vehicle and:
 - acting in a dangerous or reckless manner; or
 - drink or drug driving.
5. We will not pay any claim for hospitalisation in a psychiatric ward, nursing, convalescent or residential care home, rehabilitation centre, or any establishment used primarily for the treatment of alcohol or drug addiction; or any similar wards/units within a hospital which provide any of these services.
6. If your claim is in any way dishonest or exaggerated we will not pay any benefit under this insurance or return any premium to you and we may cancel the insurance immediately and backdate the cancellation to the date of the fraudulent claim. You will have to return any benefits already paid in relation to the claim. We may also take legal action against you.
7. We will not pay for any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
 - (a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
 - (b) any action taken in controlling, preventing, suppressing, or in any way relating to, (a) above.
8. We will not pay for any claim directly or indirectly caused by ionising radiation or radioactive contamination from nuclear waste or the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment.

How to make a claim

It is important to register the claim as soon as possible by calling 0800 051 5175 between 9am and 5pm Monday to Friday (excluding public and bank holidays). Please quote the policy number.

- We will send out a claim form which needs to be completed and returned to us.
- We may also ask for a signed Form of Consent to enable us, where applicable, to contact the insured person's doctor and any hospital which is treating or may have treated the insured person.
- Depending on the circumstances of the accident we may also ask for additional information, for example if the injury occurred at work we will ask for the insured person's employment details (name and address and payroll number), or if the injury was sustained as a direct result of a crime we will ask for details of the investigating officer.

Supporting information we may request

As well as approaching healthcare and/or other professionals at our own cost, we may request further information or evidence to help us assess and/or validate the claim. If this is required, we may ask the claimant to provide this at their own cost.

The type of information and evidence we need will depend on the circumstances of the claim. In all cases we will only ask for information which is relevant to the claim, the treatment an insured person received or their previous medical history.

For claims under 'Section A – Accidental death', if the claim is accepted, the claimant must pay for the Grant of Probate or Letters of Administration to prove entitlement to receive the funds.

For claims under 'Section D – Hospitalisation' you will need to provide a document from the hospital or doctor confirming the hospital admission and discharge dates and the treatment received.

For all claims, if we do not receive all the information or evidence we need or if what is provided does not support your claim, we will not be able to make a decision about paying the benefit.

How the claim is paid

Claim benefit payments will be made directly to the insured person in respect of whom the claim is being made, unless the insured person is aged under 16, in which case payments will normally be made to you.

Where relevant, we will make claim benefit payments direct to the executor(s)/administrator(s) of the insured person's estate. We will ask for Grant of Probate or Letters of Administration to confirm entitlement to receive the payment before releasing the funds. Please see "Supporting information we may request" above.

This means the policyholder will not automatically receive the claim benefit payment in respect of their partner or child.

Payment of premium

The premium is payable monthly and the amount is shown on your policy schedule. It is due on the first premium due date, as advised to you in 'Your Direct Debit Instruction Confirmation' letter, and then on the first working day of each month. If you do not pay the first premium, the insurance will not be valid.

If you fail to pay any premium on the date it is due or, if applicable, when requested later the same month, cover will not be in force from the date the unpaid premium was due, and we will not pay for any claims in relation to an accident which happens after that date. Please see the 'When this insurance will end' section for more information on how non-payment of premium affects your insurance.

If the premium is paid later the same month when requested by us, then cover will continue as if it had been paid on the due date.

Changes we can make to premium, cover and/or terms and conditions

1. We can, after taking a fair and reasonable view, make changes to your premium, policy cover and/or terms and conditions of insurance to reflect changes in:

- our expectation of the future cost of providing cover;
- our expectation of the future costs of administering your insurance.

These changes will be notified to you in writing at least 45 days before they become effective. Premiums and/or policy cover may go up or down but we will not recoup past losses. If any change is made we will not make another for at least 12 months.

2. Additionally, we can, at any time and after taking a fair and reasonable view, make changes to:

- your premium, cover and/or terms and conditions of insurance to reflect changes (affecting us or your insurance) in the law or regulation or the interpretation of law or regulation, or changes in taxation;
- your cover and/or terms and conditions of insurance to reflect decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice, with which we intend to comply;
- your cover and/or terms and conditions of insurance in order to rectify any mistakes that may be discovered or to make your insurance clearer and fairer to you.

These changes (together with the reasons for such changes) will be notified to you in writing at least 45 days in advance and there is no minimum period between changes.

Please note that you have the right to cancel your insurance at any time by contacting us. The 'How to get in touch' section at the beginning of this policy booklet tells you how.

When this insurance will end

The cover provided by this insurance will end immediately in relation to all insured persons if any of the following happen:

- you reach 81 years of age;
- your main private residence is no longer in the UK; or
- you die.

If your insurance ends for any of the reasons above you will be entitled to a refund of the premium paid less a proportionate deduction for the time for which you have been covered.

Your right to cancel

Following the expiry of your 14 day statutory cooling-off period, you continue to have the right to cancel your policy at any time. If you do so your insurance will continue in force until the end of the period for which you have paid premium and there will be no refund of the premium.

To cancel, please call 0800 158 3993 or write to Aviva. PO Box 3553, Norwich, NR1 3DA.

Our right to cancel

We (or any agent we appoint and who acts with our specific authority) may cancel this policy where there is a valid reason for doing so, by sending written notice to your last known postal and/or e-mail address setting out the reason for cancellation.

Valid reasons include but are not limited to where:

- our investigations provide evidence of fraud or a serious non-disclosure. In which case, we may cancel the policy immediately and backdate the cancellation to the date of the fraud or when you provided us with incomplete information.

- we have been unable to collect your premium within 30 days of the due date and, following notification to you of such non-collection, we remain unable to collect the following month's premium. Your insurance will be cancelled with effect from the date on which the unpaid premium was due;
- we offer you an equivalent alternative product (which does not disadvantage you). In this event we will give you at least 45 days' notice of cancellation; or
- we no longer provide this product and are not offering an equivalent alternative product. In this event we will give you at least 90 days' notice.

If we cancel the insurance 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 such cover, unless the reason for cancellation is fraud.

Complaints procedure

Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting us as follows:

- If your complaint is regarding a claim or anything else you can write to Aviva, PO Box 3553, Norwich, NR1 3DA or telephone 0800 051 5175, and ask your contact to review the problem.

Our opening hours are between 9am and 5pm, Monday to Friday (excluding public and bank holidays).

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:

0800 023 4567 (free from landlines) or
0300 123 9123

Or simply log on to their website at www.financial-ombudsman.org.uk.

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

General information

This insurance is underwritten by Aviva Insurance Limited.

Our regulatory status

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are registered as Aviva Insurance Limited, Pitheavlis, Perth, PH2 0NH and our firm's reference number is 202153.

You may check this information and obtain further information about how the Financial Conduct Authority protects you by visiting their website www.fca.org.uk or by contacting them on 0800 111 6768.

Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Choice of law

The law of England and Wales will apply to this contract unless:

1. you and we agree otherwise; or
2. at the effective date of the contract you are a resident of Scotland or Northern Ireland, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Data Protection – Privacy Notice

Personal Information

We collect and use personal information about you so that we can provide you with a policy that suits your insurance needs. This notice explains the most important aspects of how we use your information but you can get more information about the terms we use and view our full privacy policy at www.aviva.co.uk/privacypolicy or request a copy by writing to us at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester LE7 1PD.

The data controller responsible for this personal information is Aviva Insurance Limited as the insurer of the product. Additional controllers include Aviva UK Digital Limited, who is responsible for the sale and distribution of the product and any applicable reinsurers.

Personal information we collect and how we use it

We will use personal information collected from you and obtained from other sources:

- to provide you with insurance: we need this to decide if we can offer insurance to you and if so on what terms and also to administer your policy and handle any claims,
- to support legitimate interests that we have as a business:
 - we need this to manage arrangements we have with reinsurers, for the detection and prevention of fraud,
 - we also use personal information about you to help us better understand our customers and improve our customer engagement. This includes profiling and customer analytics which allows us to make certain predictions and assumptions about your interests, make correlations about our customers to improve our products and to suggest other products which may be relevant or of interest to customers, which includes marketing products and services to you,
- to meet any applicable legal or regulatory obligations: we need this to meet compliance requirements with our regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
- to carry out other activities that are in the public interest: for example we may need to use personal information to carry out anti-money laundering checks.

As well as collecting personal information about you, we may also use personal information about other people, for example family members you wish to insure on a policy. If you are providing information about another person we expect you to ensure that they know you are doing so and are content with their information being provided to us. You might find it helpful to show them this privacy notice and if they have any concerns please contact us in one of the ways described below.

The personal information we collect and use will include name, address, date of birth and financial information. If a claim is made we will also collect personal information about the claim from you and any relevant third parties. We may also need to ask for details relating to the health or any unspent offences or criminal convictions of you or somebody else covered under your policy. We recognise that information about health and offences or criminal convictions is particularly sensitive information. Where appropriate, we will ask for consent to collect and use this information.

If we need consent to use personal information for a specific reason, we will make this clear to you when you complete an application or submit a claim. If you give us consent to using personal information, you are free to withdraw this at any time by contacting us – refer to the “Contacting us” details below. Please note that if consent to use this information is withdrawn we will not be able to continue to process the information you gave us for this/these purpose(s). This would not affect our use of the information where consent is not required.

Of course, you don’t have to provide us with any personal information, but if you don’t provide the information we need we may not be able to proceed with your application or any claim you make.

Some of the information we use as part of this application may be provided to us by a third party. This may include information already held about you within the Aviva group, including details from previous quotes and claims, information we obtain from publicly available records, our trusted third parties and from industry databases, including fraud prevention agencies and databases.

Credit Searches

To ensure we have the necessary facts to assess your insurance risk, verify your identity, help prevent fraud and provide you with our best premium and payment options, we may need to obtain information relating to you at quotation, renewal and in certain circumstances where policy amendments are requested. We or our agents may:

- undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossession(s)). Similar checks may be made when assessing claims,
- carry out a quotation search from a credit reference agency (CRA) which will appear on your credit report and be visible to other credit providers. It will be clear that this is a quotation search rather than a credit application.

Automated decision making

We carry out automated decision making to decide whether we can provide insurance to you and on what terms. In particular, we use an automated underwriting engine to process the personal information you provide as part of this application process. This will include your age and the level of cover you choose. We do this to calculate the insurance risk and how much the cover will cost you. Without this information we are unable to provide a price that is relevant to your individual circumstances and needs. We regularly check the way our underwriting engine works to ensure we are being fair to our customers. After the automatic decision has been made, you have the right to speak to someone from Aviva who may review the decision and provide a more detailed explanation. If you wish to invoke this right please contact us at dataprt@aviva.com or call us on 0800 051 8998.

On-line information

When you visit one of our websites, we may record information about your computer or mobile device, including hardware and software used, general location, when and how you interact with our websites. This information is used to note your interest in our websites, improve customer journeys, determine pricing and/or offer you available discounts.

How we share your personal information with others

We may share your personal information:

- with the Aviva group, our agents and third parties who provide services to us, and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help us administer our products and services,

- with regulatory bodies and law enforcement bodies, including the police, e.g. if we are required to do so to comply with a relevant legal or regulatory obligation,
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes,
- with reinsurers who provide reinsurance services to Aviva and for each other. Reinsurers will use your data to decide whether to provide reinsurance cover, assess and deal with reinsurance claims and to meet legal obligations. They will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

Some of the organisations we share information with may be located outside of the European Economic Area (“EEA”). We’ll always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect your privacy rights. For more information on this please see our Privacy Policy or contact us.

Marketing

We also use personal information we hold about you across the Aviva Group to help us identify and tailor products and services that may be of interest to you. We will only communicate with you in accordance with any marketing preferences you have provided to us. We will continue to do this after your policy has ended.

If you wish to amend your marketing preferences, change how you would like us to communicate with you or tell us to stop marketing to you, you can do so in the following ways:

- Update in MyAviva
- Contact us by:
 - phone: 01603 622200 or +44 1603 604999 (from abroad)
 - email: helpdesk@aviva.co.uk
 - Post: Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD

How long we keep your personal information for

We maintain a retention policy to ensure we only keep personal information for as long as we reasonably need it for the purposes explained in this notice. We need to keep information for the period necessary to administer your insurance and deal with claims and queries on your policy. We may also need to keep information after our relationship with you has ended, for example to ensure we have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where we are required to do so for legal, regulatory or tax purposes. We will also use this information for marketing purposes.

Your rights

You have various rights in relation to your personal information, including the right to request access to your personal information, correct any mistakes on our records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests including profiling and marketing, ask not to be subject to automated decision making if the decision produces legal or other significant effects on you, and data portability. For more details in relation to your rights, including how to exercise them, please see our full privacy policy or contact us – refer to the “Contacting us” details below.

Contacting us

If you have any questions about how we use personal information, or if you want to exercise your rights stated above, please contact our Data Protection team by either emailing them at dataprt@aviva.com or writing to the Data Protection Officer, Level 4, Pitheavlis, Perth PH2 0NH.

If you have a complaint or concern about how we use your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Information Commissioners Office at any time.

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 can on request supply further details of the databases we access or contribute to.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim. Further information about the scheme is available from the FSCS website www.fscs.org.uk or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

Customers with disabilities

This policy and other associated documentation is also available in large print, audio and Braille. If you require any of these formats please contact us on 0800 158 3993 between 9am and 5pm Monday to Friday (excluding public and bank holidays)

or write to:

Aviva

PO Box 3553

Norwich

NR1 3DA



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Authorised by the Prudential Regulation Authority and regulated by the
Financial Conduct Authority and the Prudential Regulation Authority.