

Important Information

Contract of Insurance

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

- your policy booklet(s);
- information contained on your application form and/or 'Information provided by You' document;
- your schedule (including any clauses shown on it);
- information under the heading 'Important Information' which we give you when you take out or renew your policy;
- changes to your policy or important information in notices we give you at renewal.

In return for you paying the premium and complying with the policy terms and conditions we will insure you for anything shown in your policy booklet which your schedule shows is covered during the period of insurance.

Important Notice – Information and changes we need to know about

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to, and renew your policy.

Please tell us immediately about changes to the information set out in the application form, 'Information Provided by You' document or your schedule, including (but not limited to):

- leaving your home unoccupied for more than the agreed number of days
- letting your home or using it for business (except office work)
- anyone who is (or to be) insured being charged or convicted of a (non-motoring) criminal offence.

Please also tell us if:

- you are intending to alter or renovate the buildings (though not internal changes unless you are creating an additional bedroom, bathroom or shower room);
- you plan to lend your home;
- the people to be insured change.

We will tell you if we can accept the change and if so, whether it will result in revised terms and/or premium being applied to your policy. If any information you provide is not complete and accurate we may:

- cancel your policy and refuse to pay any claim; or
- not pay any claim in full; or
- change one or more of:
 - the premium;
 - the excess;
 - the extent of cover.

If you are unsure whether you need to tell us of a change please call **0345 030 7078**.

Our Administration Fees

We charge administration fees under certain circumstances as shown below.

I want to...	Will I pay an administration fee?
cancel within the 14 day cooling-off period	No fee
cancel after the 14 day cooling-off period has ended	The fee is £29☆
make a change via your contact centre	We may charge up to £8☆
make a change online myself, or pay with a debit card	No fee
pay with a credit card	We may charge 1.5%# This fee isn't refundable even if you cancel your policy

☆ Plus Insurance Premium Tax if applicable.
Fee correct at time of printing but can change. The charge will be confirmed before you pay by credit card.

Data Protection Act – Information uses

For the purposes of the Data Protection Act 1998 the Data Controller in relation to any personal data you supply is Aviva Insurance Limited.

Insurance Administration

Your information may be used for the purposes of insurance administration by the insurer, its associated companies and agents and by re-insurers. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.

We may share and aggregate information about you from across the Aviva Group and depending on your marketing preferences, we may use this information to help us identify products and services that may be of interest to you. This enables us to tailor and package our products and services. We may also use this information as well as personal information held within the Aviva Group relating to other policies held with us, quotes or claim details, to determine pricing and/or offer available discounts.

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

We may share and aggregate information about you from across the Aviva Group and depending on your marketing preferences, we may use this information to help us identify products and services that may be of interest to you. This enables us to tailor and package our products and services. We may also use this information as well as personal information held within the Aviva Group relating to other policies held with us, quotes or claim details, to determine pricing and/or offer available discounts.

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

If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us and for us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.

In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

In assessing your application now or at renewal, the insurer or its agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy orders or repossessions). Similar checks may be made in assessing any claims made.

Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators).

Credit searches and use of Third Party information

To ensure we have the necessary facts to assess your insurance risk, verify your identity, to help prevent fraud and to provide you with our best premium and payment options, we may obtain information relating to you and your home from third parties at quotation and renewal and in certain circumstances where policy amendments are requested. This information may include a quotation search from a credit reference agency which will appear on your credit report and will be visible to other credit providers. It will be clear that this is a quotation rather than a credit application by you to pay by monthly instalments.

We are a responsible provider of credit which is regulated by the Consumer Credit Act and we take these responsibilities seriously to ensure our customers are able to meet their monthly instalment commitments. Where you agree to pay monthly under an Aviva credit agreement, the status of your quotation search from our credit reference agency will be updated to reflect your credit application and this will be visible to other credit providers. Credit reference agencies may keep a record of the search. We may also pass to credit reference agencies information we hold about you and your payment record. The information will be used by other credit lenders for making credit decisions about you and the people with whom you are financially associated for fraud prevention, money laundering prevention and for tracing debtors.

Sensitive data

In order to assess the terms of the insurance contract or administer claims that arise, we may need to collect data that the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this application/renewal you will signify your consent to such information being processed by us or our agents.

Marketing

Aviva group, its agents and business partners may use your information to keep you informed by post, telephone, facsimile, e-mail, text messaging or other electronic means about products and services that may be of interest to you. Your information may also be disclosed and used for these purposes after your policy has lapsed. By providing us with your contact details, you consent to being contacted by these methods for these purposes. If you do not wish to receive marketing information, please write to Aviva, FREEPOST, Mailing Exclusion Team, PO Box 6412, Derby, DE1 1SB.

You should show these notices to anyone who has an interest in the insurance under this policy.

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 to prevent fraud and money laundering.

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 contact us at:

Policy Investigation Unit, Aviva, Cruan Business Centre, Westerhill Business Park, 123 Westerhill Road, Bishopbriggs, Glasgow G64 2QR. Telephone 0345 300 0597.

Email: PIUUKDI@AVIVA.COM

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 furnish 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.

You should show these notices to anyone who has an interest in the insurance under the policy.

Renewing your insurance

We will contact you in writing at least 21 days before your renewal date and will either:

- (a) give you an opportunity to renew your insurance for a further year; or
- (b) let you know that we are unable to renew your insurance.

If we don't offer renewal we will tell you why, for example:

- the product is no longer available;
- we reasonably suspect fraud;
- your claims history is poor;
- we have changed our eligibility criteria;
- you no longer meet our eligibility criteria; or
- you have not taken reasonable care to provide complete and accurate answers to the questions we ask.

If we offer renewal we will tell you:

- about any changes we are making to your policy terms and conditions;
- to check this insurance continues to meet your needs;
- to check that the information we have is still correct; and
- next year's price.

If you wish to make any changes at renewal, please call **0345 030 7078**.

You can cancel your policy at any time. Please see the **GENERAL CONDITIONS** in your policy booklet.

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.

Automatic renewal of your policy

Where we offer you renewal terms and you have selected a continuous premium payment method, you will be notified in writing at least 21 days before your renewal date that the policy will automatically be renewed and the renewal premium collected by your chosen payment method.

We will not automatically renew your policy if:

- you have contacted us to cancel your continuous payment authority
- we no longer offer you the continuous payment method if, for example, you have a poor payment or credit history

If either of the above happens we will tell you in your renewal letter and ask you to contact us to make payment before we can renew your policy.

Your cancellation rights

You have a statutory right to cancel your policy within 14 days from the day of purchase or when you receive your policy or renewal documents, whichever is the later.

- a. If you cancel before the cover start date you will receive a refund of any premium you have paid.
- b. If cover has started you will receive a refund as set out in a., less a proportionate deduction for the time we have provided cover.

See the **GENERAL CONDITIONS** in your policy booklet for full details of the cancellation conditions.

To cancel please call **0345 030 7078**.

What to do if you are unhappy

If you have a complaint please contact us as shown below:

If your complaint is about:	Who to contact
A Home claim (other than Home emergency)	Call 0345 030 6945
A Home emergency cover claim or anything about Home emergency cover terms and conditions	Call HomeServe on 0345 300 3346 or write to them at HomeServe Membership Limited, Cable Drive, Walsall WS2 7BN
Anything else related to your Home insurance	Call 0345 030 7078 or write to: Customer Relations, Cruan Business Centre, Westerhill Business Park, 123 Westerhill Road, Bishopbriggs G64 2QR.

We will acknowledge your complaint promptly. If we can't fully investigate and respond to your complaint within 10 working days, we will let you know our expected response date.

If you are unhappy with the outcome of your complaint you may refer the matter to:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone **0800 023 4567** (free from landlines) or **0300 123 9123**

Website: 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.

If you have taken a product out with us online or by telephone, you can also use the European Commission's Online Dispute Resolution (<http://ec.europa.eu/odr>) service to make a complaint. The purpose of this platform is to identify a suitable Alternative Dispute Resolution (ADR) provider and we expect that this will be the Financial Ombudsman Service. Please be aware that the Financial Ombudsman Service will only be able to consider your complaint after we have had the opportunity to consider and resolve it.

Aviva Regulatory Status

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with firm reference no. 202153.

Details of our registered address can be found at the end of this document.

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

Financial Services Compensation Scheme

Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations.

See www.fscs.org.uk or write to FSCS, 10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU for more details.

Choice of law

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

- at the date of the contract you live in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law of that country will apply; or
- you and we agree otherwise.

Use of language

All communications relating to this contract will be in English.

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

Telephone call recording and charges

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 www.aviva.co.uk/flood for help and information.

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

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