

Important information and changes you need to know about before you renew your Aviva Motor Insurance policy

## **Important**

Please report all accidents to us immediately online at [www.aviva.co.uk/make-a-claim](https://www.aviva.co.uk/make-a-claim) or call us on 0345 030 6925.

## What is this booklet?

**This notice tells you about changes to your policy which will take effect from your renewal date as shown on your schedule. Please ensure you read the changes carefully (together with your policy booklet), as they will form part of your contract of insurance, and keep them together with your other policy documents.**

It also:

- Reminds you that you must tell us immediately if there are any changes to the information set out in your schedule and explains the other changes we need to know about.
- Sets out our data protection and marketing procedures, and outlines the searches we conduct on databases for fraud, claims, motor insurance and also for credit assessment.
- Tells you of your cancellation rights and what to do if you wish to cancel.
- Tells you how to make a complaint if you're unhappy with us.
- Tells you how to get another copy of the policy booklet if you need to.
- Reminds you of the optional additional covers associated with this product.

## Optional additional covers associated with this product

Please check your policy schedule to see which, if any, of the below optional additional covers apply to your policy and ensure that they continue to meet your needs. These can be removed on your request.

- Protected No Claim Discount
- Motor Legal
- Courtesy/replacement vehicle
- Rescue/breakdown
- Foreign Use
- Euro Protection/European Breakdown (only available with Foreign Use)
- Motor Injury Protection Plus

## Customer helpline

If you have any questions or want to make any changes to your policy, call us on **0345 030 6984**.

## Changes to policy terms

The following changes have been made to your policy and take effect from your renewal date as shown on your schedule. Please ensure you read the changes carefully and keep them together with your other policy documents as they will form part of your contract of insurance.

**Important – We want to draw your attention to a change we have made to increase the windscreen replacement excess from £75 to £115 which is detailed in item 7. Section 9 – Glass below.**

### 1. Vehicle use – Change to standard vehicle use

We have changed our standard vehicle use offering to 'Social, domestic & pleasure, commuting and personal business use'. This means if you previously selected 'Social, domestic & pleasure' or 'Social, domestic & pleasure plus commuting' on your vehicle(s), we have automatically upgraded your use to include 'Personal business' (also known as 'Restricted business use').

As this is now our standard vehicle use, we have not charged you any extra for 'Personal business' use and there is no need to contact us if you don't require 'Personal Business' use on your vehicle(s). If you already had 'Personal business' use on your vehicle(s) prior to your renewal, this will continue but from your renewal date you will no longer be charged extra for 'Personal business' use. You can check the vehicle use on your schedule and your certificate of motor insurance will be automatically updated if your vehicle use has changed.

The table below gives more detail of what this means to you:

Previous use	Upgraded use	What can I use my vehicle for now?
Social, domestic & pleasure only	Social, domestic & pleasure, commuting and personal business use	As well as Social, Domestic and Pleasure use, you and all named drivers will now also be covered for travel to and from work. In addition, the policyholder and their domestic partner (if they are named as a driver) will receive cover for personal business use in relation to their occupations*.
Social, domestic & pleasure plus commuting	Social, domestic & pleasure, commuting and personal business use	As well as Social, Domestic and Pleasure use, plus travel to and from work by any named drivers on the policy, the policyholder and their domestic partner (if they are named as a driver) will also receive cover for personal business use in relation to their occupations*.

\*Excludes use for hire and reward and the carriage of goods or property which does not belong to you as a courier or for takeaway food or fast food delivery.

**Please note that if you have previously disclosed to us that your, or any named driver's, occupation is a chauffeur, taxi driver, driving instructor or parcel/takeaway/fast food delivery driver, we have not upgraded your use. Your schedule will show the vehicle use that applies to your vehicle(s).**

This change does not provide cover for any employees named as additional driver(s) under your policy to drive in connection with the business of the Policyholder or domestic partner. This would require Employer's Business Use and you will need to contact us for a quotation if this level of business use is required.

There have been no changes to your policy wording because of this change.

### 2. Simplified mileage bands

We have simplified our mileage bands and we have automatically transferred your vehicle(s) into the closest mileage band to the annual mileage you last selected on your vehicle(s). Your schedule will show the mileage band that has been selected for your vehicle(s). You have not been charged extra for this change to your mileage band.

If you want to change the mileage band on your vehicle(s) please contact us.

There have been no changes to your policy wording because of this change.

### 3. Section 1 – Loss of or damage to your vehicle

We've amended the repair options in Section 1 – Loss of or damage to your vehicle, as per below. If you have a vehicle which is less than 12 months old and meet other criteria, we may replace your vehicle with one of the same, make, model and specification. Full details of this can be found below under 'New vehicle replacement'.

If **your vehicle** is lost, stolen or damaged, **we** will:

- repair **your vehicle** unless you notify **us** that you want **us** to pay someone else to repair it, or
- pay a cash amount equal to the loss or damage.

#### 4. Section 1 – New vehicle replacement

The wording has been updated for clarity. There is no change in cover and the wording now reads as follows:

##### New vehicle replacement

There is no cover under this section if you have purchased Third Party, Fire and Theft cover.

We will replace **your vehicle** with one of the same make, model and specification (providing one is available in the UK) if the **principal policyholder, vehicle policyholder or partner** are the first registered keeper (or second registered keeper where it was pre-registered and the mileage was less than 250 miles at time of purchase) and within 12 months of buying it from new:

- any repair cost or damage in respect of one claim is more than 60% of the vehicle's UK list price (including vehicle tax and VAT), or
- it is stolen and not recovered.

We will only replace **your vehicle** if the **principal policyholder, vehicle policyholder or partner** purchased it:

- outright, or
- under a finance agreement where ownership passes to the **principal policyholder, vehicle policyholder or partner** and the Finance Company agrees.

##### Important note

New vehicle replacement does not extend to vehicles sold as 'Ex-demonstrators' or 'Nearly new'.

If the qualifying criteria set out above are not met, or you do not wish us to replace **your vehicle** with a new vehicle of the same make, model and specification, the most we will pay will be the market value of **your vehicle** at the time of loss or damage.

#### 5. Section 1 – Exclusions to Section 1

The exclusions have been simplified and re-ordered for clarity. The following exclusion has been removed:

- loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

The exclusions now read as follows:

##### Exclusions to Section 1

What we **won't** pay for:

- Loss of use, wear and tear, loss or damage which happens gradually, loss of value following repair, depreciation, failure of electronics, mechanical breakdown or breakage, or tyre damage caused by braking, punctures, cuts or bursts.
- Loss or damage arising from **theft** while:
  - **your vehicle's** ignition keys (including any device or code used to secure, gain access to, or to enable **your vehicle** to be driven) have been left in or on **your vehicle**.
  - **your vehicle** has been left unattended with the engine running.
- Loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- Where **your vehicle** is equipped for the cooking or heating of food or drink, loss or damage by **fire** caused directly or indirectly from use of the cooking or heating equipment.

#### 6. Section 1 – Courtesy and hire vehicles (Optional – Comprehensive cover only)

The descriptions of the types of courtesy vehicle which will be provided for Standard and Enhanced courtesy car cover have changed and now read as follows:

##### What type of courtesy vehicle will I be provided with?

Level of cover shown on your schedule	Vehicle provided
Standard courtesy car	Small three-door hatchback with four seats
Enhanced courtesy car	Five-door vehicle with five seats

The size of the vehicle you will receive has not changed as a result of this change. The other courtesy car options in the table have not changed.

#### 7. Section 9 – Glass

##### Glass Replacement Excess

If you need to make a claim for your windscreen, the excess to replace it has been increased to £115.

Details of the excess(es) applicable to your policy are shown on your policy schedule.

## 8. General exclusions that apply to the whole policy

A new exclusion has been applied to the General Exclusions of your policy and reads as follows:

**We** will not pay for:

(6) loss or damage arising from a deliberate act by any **person insured**, driving or using, **your vehicle**.

## 9. General conditions that apply to the whole policy

The general conditions have been updated and re-ordered for clarity. The mileage and vehicle sharing conditions have been removed. The general conditions now read as follows:

### 1. Accurate Information

The **principal policyholder** must always take reasonable care to give full and correct answers to the questions **we** ask. If you don't give **us** full and correct information, **we** may:

- change your premium, excess or cover
- refuse to pay all or part of a claim or cancel your cover

Please also see 'Important Notice – Information and changes we need to know about' in the document headed 'Aviva Motor Important Information'.

### 2. Claims Procedures

#### Your duties

You must contact **us** as soon as reasonably possible and provide all the information, documents, evidence and help **we** need to settle your claim or pursue a recovery.

Anyone claiming under this policy or anyone acting on their behalf must let **us** know immediately if anyone insured under this policy is to be prosecuted as a result of an incident or if there is to be an inquest or fatal accident inquiry.

Anyone claiming under this policy must not admit to any claim, promise any payment or refuse any claim without our consent.

You must notify the police as soon as reasonably possible if **your vehicle** is lost, stolen or broken into.

#### Our rights

If **we** want to, **we** can take over and conduct in the name of the person claiming under the policy the defence or settlement of any claim or take proceedings for our own benefit to recover any payment **we** have made under this policy.

**We** shall have full discretion in the conduct of any proceedings or the settlement of any claim.

The person who is seeking payment under this policy shall give **us** all the relevant information, documents and assistance **we** require to enable any claim to be validated for **us** to achieve a settlement or pursue a recovery.

**Below are some examples of what we may request. However, we may also ask for further information, documents and assistance relevant to your claim.**

Information	Documents	Assistance
<ul style="list-style-type: none"><li>● Details of third parties and witnesses</li><li>● Statement of events relating to your claim</li><li>● Sketch or photograph of the accident scene</li><li>● Correspondence received from another party (including court papers)</li></ul>	<ul style="list-style-type: none"><li>● Driving licence</li><li>● Proof of identity and address</li><li>● Vehicle documentation such as V5, MOT and proof of purchase</li><li>● Receipts and invoices</li><li>● Finance documents</li></ul>	<ul style="list-style-type: none"><li>● Attendance at court</li><li>● Meetings with solicitors or <b>us</b></li></ul>

### 3. Cancellation rights

#### Your rights

The **principal policyholder** can cancel this policy and/or remove optional covers at any time by calling Customer Services.

Your cancellation rights in the 14 day statutory cooling off period are shown in the document headed 'Aviva Motor Important Information'.

The table headed 'Our administration fees' at the front of this booklet gives details of when a cancellation fee will be charged.

#### Our rights

**We** may cancel this policy or optional covers where there is a valid reason, for example where:

- you have not paid your premium (including non-payment of instalments under an Aviva monthly credit facility). If premiums or instalment payment(s) are not paid when due **we** will write to the **principal policyholder** requesting payment by a specific date. **We** will give you at least 14 days' notice in writing if **we** intend to cancel due to non-payment under an Aviva monthly

credit facility. If **we** receive payment by the date set out in the letter **we** will take no further action. If **we** do not receive payment by this date **we** will cancel the policy and/or any additional cover options from the cancellation date shown on the letter;

- **we** reasonably suspect fraud;
- any **person insured** has failed to co-operate with **us** and this affects **our** ability to process a claim or defend **our** interests;
- or the **principal policyholder** has not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

Where **we** cancel, **we** will always give at least 7 days' notice, by post or email, to the last address the **principal policyholder** has given **us** and explain why. The exception is where **we** have evidence that you have acted fraudulently or deliberately given **us** incorrect or incomplete information when **we** may cancel your policy without notice and backdate the cancellation to the date when this happened, which could be when you first bought your policy.

#### **Will I get a premium refund?**

- If your policy or any optional cover is cancelled before the cover starts **we** will refund the premium you have paid for the cancelled cover; or
- If the cancellation is after cover has started your refund will be based on how many days are left in the **period of insurance** which you have paid for. **We** will also charge a cancellation fee (see 'Our administration fees' table at the front of this booklet).

The refund set out above will not apply if **we** cancel your policy because of your fraud and/or **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

#### **Important note**

It is the **principal policyholder's** responsibility to notify all **persons insured** that this policy has been cancelled.

#### **Monthly payment plan**

If the **principal policyholder** is paying the premium using our monthly credit facility, the **principal policyholder** must make the regular monthly payments as required in the credit agreement. If the **principal policyholder** does not do this **we** may cancel this insurance as set out under '3. Cancellation rights – Our rights' on the previous page.

If the credit agreement requires the **principal policyholder** to pay a deposit, this deposit is required by the date the insurance starts or the policy will not be valid.

#### **4. Fraud**

If your claim is in any way dishonest or exaggerated **we** will not pay any benefit under this policy or return any premium to you.

**We** may also take legal action against you to include recovery of any sums paid to you in respect of the fraudulent claim. If the fraudulent claim is made by the **principal policyholder** **we** may cancel the policy immediately, and backdate the cancellation to the date of the fraudulent claim. If the fraudulent claim is made by any **vehicle policyholder** or **named driver** **we** may remove all cover for that person from the date of the fraudulent claim.

#### **5. Other Insurance**

If, at the time of an incident that leads to a claim on this policy, there is any other insurance covering the same loss, damage, expense or liability, **we** are entitled to approach that insurer for a contribution towards the claim and will only pay our share. This condition does not apply to any benefits under Section 3 – Motor Injury Protection. This provision will not place any obligation on us to accept any liability under Section 2 – Your liability which **we** would otherwise be entitled to exclude under the first exclusion to Section 2.

#### **6. Your duty to prevent loss/damage**

All **persons insured** must take reasonable care to safeguard **your vehicle** to prevent accidents, **theft**, loss or damage. **Your vehicle** must be maintained in a roadworthy condition.

#### **7. Your duty to comply with policy conditions**

Our provision of insurance is conditional upon all persons who seek benefits under the policy observing and fulfilling the terms, provisions, conditions and clauses (changes in the terms of your policy) of this policy.

#### **8. Payments made under compulsory insurance regulations and rights of recovery**

If the law in any country in which this policy operates requires **us** to settle a claim which, if this law had not existed, we would not be obliged to pay, **we** shall be entitled to recover such payments from the relevant **person insured** or the person who incurred the liability.

#### **9. Direct Right of Access**

Third parties may contact **us** directly in the event of accident, loss or damage as allowed under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances **we** may deal with any claim, subject to the terms and conditions of your policy. This may affect your no claim discount.

## Important information

### Important Notice – Information and changes we need to know about

The principal policyholder 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 if any of the information provided by you changes after you purchase your policy, or if there are any changes to the information set out in the certificate of motor insurance, or on your schedule at your renewal. You must also tell us about the following changes:

- A change to the people insured, or to be insured.
- Motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured, or to be insured.
- Criminal convictions for any of the people insured, or to be insured.
- A change of vehicle.
- Any vehicle modifications.
- Any change affecting ownership of the vehicle.
- Any change in the way that the vehicle is used.

When you tell us about a change we will tell you if this affects your policy (for example if we can no longer offer cover or if we need to change your premium). If you don't give us full and correct information, or tell us about the above changes, we may:

- change your premium, excess or cover
- refuse to pay all or part of a claim or cancel your cover.

If you are unsure whether you need to tell us of a change please call 0345 030 6984.

It is an offence under the Road Traffic Acts to provide incomplete or inaccurate information to the questions asked in your application for the purpose of obtaining a certificate of motor insurance.

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

We recommend that you keep a record (including copies of letters) of all information provided to us for your future reference.

## 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](http://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 are responsible for the sale and distribution of the product and any applicable insurers, reinsurers or brokers we use.

If you purchase our optional Rescue cover, RAC Motoring Services and RAC Insurance Limited will be data controllers for the elements of cover which they provide and underwrite.

### 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, handle any claims and manage any renewal,
- to support legitimate interests that we have as a business, We need this to:
  - manage arrangements we have with our insurers, reinsurers and brokers we use, and for the detection and prevention of fraud,
  - 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.

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.**

**You might find it helpful to show them this privacy notice.**

The personal information we collect and use will include name, address and date of birth, financial information and details of your vehicle(s). 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. We'll ensure that we only use that information where we need to for our insurance purposes (including assessing the terms of your insurance contract, dealing with changes to your policy and/or dealing with claims).

There may be times when we need consent to use personal information for a specific reason. If this happens we will make this clear to you at the time. 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 and your vehicle(s) 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.

### **Databases we use for Underwriting and Fraud Prevention and Detection purposes**

We may use your information to allow us to detect and prevent fraudulent applications and claims. For details relating to information held about you on the Claims Underwriting and Exchange Register and Motor Insurance Anti-Fraud and Theft Register please visit [www.insurancedatabases.co.uk](http://www.insurancedatabases.co.uk).

For details relating to information held about you by the Driver and Vehicle Licensing Agency (DVLA) please visit [www.dvla.gov.uk](http://www.dvla.gov.uk)

### **How your data is used and shared by Insurers and Databases in relation to motor insurance**

The data 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 i.e. to examine the potential risk in relation to your (and/or a third party's) prospective policy so that we can:
  - 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 renewal).
- Management Information purposes. To analyse insurance and other markets for the purposes of:
  - Portfolio assessment,
  - Risk assessment,
  - Performance reporting,
  - Management reporting.
- Anti-fraud purposes.  
To detect and prevent fraudulent claims and/or activities by:
  - Sharing information about you 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 Underwriting and Exchange Register and where appropriate the Motor Insurance Anti-Fraud and Theft Register by 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.
  - Claims management – In the event of a claim we may need to disclose information with any other party involved in that claim such as 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 Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the police, the DVLA, the DVLN, the Insurance Fraud Bureau and other bodies permitted by law. This information may be used for purposes permitted by law, which include but are not limited to:
  - 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 European Economic Area or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representative) pursuing a claim in respect of a road traffic accident (including citizens of other countries) 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. You can check that your current registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com).

### How your data will be processed

- Information which is supplied to fraud prevention agencies and databases such as a MIB and MID can include details such as your name, address and date of birth together with details of any injury arising from a claim.
- Your data may be supplied to databases in order to facilitate automatic no claim discount validation checks.
- Your data may be transferred to any country, including countries outside of the European Economic Area, for any of the purposes mentioned above.
- Under your policy you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the fraud prevention agencies and databases such as MIB.

You can ask for more information about this. If you require such information, please contact Aviva Insurance Limited.

### How we use your data – Driving Licence Number

Insurance underwriting purposes i.e. to examine the potential risk in relation to your (and/or a third party's) prospective policy so that we can:

- Provide your (or any person included on the proposal) Driving Licence Number (DLN) to the DVLA to confirm your (or the relevant person included on the proposal) licence status, entitlement and relevant restriction information and endorsement/conviction data. Searches may be carried out prior to the date of the insurance policy and at any point throughout the duration of your insurance policy including at the mid-term adjustment and renewal stage. A search of the DLN with the DVLA should not show a footprint against your (or another relevant person included on the proposal) driving licence.
- Searches may be carried out at point of quote and, if an insurance policy is inceptioned, at renewal stage.

Please note that if you give us false or inaccurate information it may invalidate your insurance policy/prospective insurance policy or it could affect the amount we pay to settle any claims you make under the policy.

### Credit Reference Agency Searches

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). We do this so that we are able to offer you a monthly credit payment options.

We use data from our CRA to verify your identity, prevent fraud and carry out risk profiling which allows us to calculate your 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.

The credit reference agency we use for these searches is TransUnion.

As part of our regulatory obligations, before we can enter into a credit agreement, we must carry out an affordability assessment. This means that before we offer you your payment options, we will obtain an affordability report from a CRA which will include an estimated disposable income figure and the underlying data used to calculate this figure. The CRA calculates your estimated disposable income using information it holds about you about your existing credit commitments and modelled information relating to income and living expenses. We will use your estimated disposable income figure to help assess whether additional credit could cause you financial harm. We will do this when you request a quote and at renewal so that we know whether we can offer you a monthly credit payment option of not. The credit reference agency we use for this search is Experian.

The quotation and affordability searches will appear on your credit report and will be visible to other credit providers. It will be clear it is part of a quotation and not a credit application by you.

Where you agree to pay monthly under an Aviva credit agreement, the status of your quotation and affordability search from our CRAs will be updated to reflect your credit application and this will be visible to other credit providers. CRAs may keep a record of this search. In order to assess your application we will supply your personal information to our CRAs and they will give us information about you, such as about your financial history. We do this to assess creditworthiness, affordability and product suitability, check your identity, manage your account, trace and recover debts and prevent criminal activity. We will also continue to exchange information about you with CRAs on an ongoing basis, including about your settled accounts and any debts not fully repaid on time. CRAs will share your information with other organisations. Your data will also be linked to the data of your spouse, any joint applicants or other financial associates.

Information about our CRAs and the ways in which they use and share personal information, are explained in more detail at [www.transunion.co.uk/crain](http://www.transunion.co.uk/crain) and [www.experian.co.uk/crain](http://www.experian.co.uk/crain).

## Automated decision making

We carry out automated decision making to decide whether we can provide insurance to you and on what terms, whether we can provide you with a monthly credit payment option and to carry out fraud checks. In particular, we use an automated underwriting engine to process the personal information you provide as part of this application process. This will include information such as, address, post code, age, marital status and employment details of you and any other drivers as well as details of your vehicle(s), previous claims and any relevant health or conviction data and financial information. The automated engine may validate the information you provide against other records we hold about you in our systems and third party databases, including public databases. We may also supplement the information you provide with information from third parties who can provide more information about you (for example credit reference agencies) or your vehicle (for example through DVLA databases). 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](mailto:dataprt@aviva.com) or call us on 0800 001 4002.

## 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,
- if you purchase our optional Rescue cover, with RAC Motoring Services and RAC Insurance Limited,
- 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 in respect of risks underwritten by Aviva, with insurers who cover Aviva under its group insurance policies and with our brokers who arrange and manage such reinsurance and insurance arrangements. They will use your data to decide whether to provide reinsurance and insurance cover, arrange and manage such cover, assess and deal with reinsurance and insurance claims under such cover 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](mailto: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](mailto:dataprt@aviva.com) or writing to the Data Protection Officer, Level 5, 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:

- Undertake searches against your (or any person included on the proposal) Driving Licence number (DLN) against details held by the DVLA to confirm your licence status, entitlement and restriction information and endorsement/conviction data. This helps insurers check information to prevent fraud and reduce incidences of negligent misrepresentation and non-disclosure. A search of the DLN with the DVLA should not show a footprint print against your (or another relevant person included on the proposal) driving licence;
- 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 please 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](mailto: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 provide us with other satisfactory proof of identity;
- Check details of job applicants and employees.

## Claims history

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

You should show the notices to anyone insured to drive the vehicle(s) covered 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. See the 'Important Notice – Information and changes we need to know about' section within this document.

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 6984.

A cooling off period (14 days from renewal of the contract or the day on which you receive your renewal documentation, whichever is the later) applies at the renewal of your insurance. Please read 'Your cancellation rights' in this booklet which explains how this works.

### **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.

### **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.

### **Your cancellation rights**

The principal policyholder has a statutory right to cancel this policy within 14 days from the day of purchase or renewal of the contract or the day on which the principal policyholder received the policy or renewal documents, whichever is the later.

- If cover has not yet started the principal policyholder will receive a refund of any premium paid.
- If cover has started the principal policyholder will receive a refund as set out in (a), less a proportionate deduction for the time we have provided cover. We will also charge a fee of £38.00 (plus Insurance Premium Tax, where applicable) to cover our administrative costs.

For your cancellation rights outside the statutory cooling off period, please refer to the General Conditions section of your policy booklet.

It is the principal policyholder's responsibility to notify all persons insured that this policy has been cancelled.

To cancel please call 0345 030 6984

### **What to do if you are unhappy**

If you have a complaint about a motor claim please call us on 0345 030 6925.

If you have a complaint about your rescue/breakdown insurance please contact RAC on 0330 159 0337 or by emailing [Aviva@rac.co.uk](mailto:Aviva@rac.co.uk).

If you have a complaint about anything else related to your motor insurance please call us on 0345 030 6984, or write to:

Customer Relations, Cruan Business Centre, Westerhill Business Park, 123 Westerhill Road, Bishopbriggs, Glasgow 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 UK landlines and mobiles) or 0300 123 9123. Website: [financial-ombudsman.org.uk](http://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.

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.

### **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.

## 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 their website [fca.org.uk](http://fca.org.uk).

## 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 [fscs.org.uk](http://fscs.org.uk) for more details.

## Making a claim

Please report all accidents to us immediately online at [www.aviva.co.uk/make-a-claim](http://www.aviva.co.uk/make-a-claim) or call us on 0345 030 6925.

## Copy policy availability

A policy booklet was issued at the commencement of your cover. If you would like a new policy booklet this is available on our website [www.aviva.co.uk](http://www.aviva.co.uk) or by calling 0345 030 6984.

## 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.





## Been involved in an accident?

- Please report all accidents to us immediately online at [aviva.co.uk/make-a-claim](https://aviva.co.uk/make-a-claim) or call us on 0345 030 6925.
- If you receive any contact from another party in relation to your claim, please re-direct this to us and we will handle it on your behalf.



[aviva.co.uk/community-fund](https://aviva.co.uk/community-fund)

Aviva Insurance Limited. Registered in Scotland. No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH.  
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority  
and the Prudential Regulation Authority.