

# **NOTICE TO POLICYHOLDERS AND ANNUAL REVIEW NOTICE**

## **TENANTS CONTENTS INSURANCE SCHEME**

### **This forms part of your Schedule of Insurance Changes to your policy you need to know about**

Please read this important information about your policy.

This notice tells you about the changes to your policy. 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 policy documents.

#### **Definition**

Your existing Motor Vehicle definition is replaced as follows:

#### **Motorised Vehicle**

Any electrically or mechanically powered vehicle, other than:

- 1) Vehicles used only as domestic gardening equipment within the boundaries of the land belonging to your home;
- 2) Vehicles designed to help disabled people (as long as the vehicles are not registered for road use);
- 3) Golf carts and trolleys;
- 4) Toys and models remotely controlled by a pedestrian;
- 5) Electrically assisted pedal cycles that are not legally required to pay Vehicle Excise Duty for road use (see [www.gov.uk/electric-bike-rules](http://www.gov.uk/electric-bike-rules) for more information).

#### **General Conditions**

Your existing Other Insurance condition is replaced as follows:

If there is any other insurance covering the same claim, or would have covered the claim but for the existence of this policy, we will not make any payment under **Section 9 – Insurance for Personal Liability** until all cover under that other insurance is exhausted. For all other claims we will not pay more than our share even if the other insurer refuses the claim.

**Important note** - this condition will not have the effect of leaving you without cover for any claim and operates where there is any other insurance covering the same claim (or would have in the absence of this policy) and determines how those insurance policies apply.

Your existing Cancelling This Policy condition is replaced as follows:

#### **CANCELLING THIS POLICY**

##### **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 and/or any additional cover options provided by Aviva at any time during its term. If you do so, 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.

To cancel, please contact the administrator at the address shown on the back of this policy booklet.

##### **Our right to cancel**

We (or any agent we appoint and who acts with our specific authority) may cancel this policy and/or any additional cover options provided by Aviva where there is a valid reason for doing so, by sending at least 7 days 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 the following:

- Non payment of premium. If premiums are not paid when due we will write to you requesting payment by a specific date. 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 this policy and/or any additional cover options provided by Aviva from the cancellation date shown on the letter.
- Where we reasonably suspect fraud.
- Where you fail to co-operate with us or provide us with information or documentation we reasonably require and this affects our ability to process a claim or defend our interests. See the conditions in the "Making a Claim" section in this policy booklet.
- Where you have not taken reasonable care to provide complete and accurate answers to the questions we ask. See the "Contract of Insurance" and "Information and Changes we need to know about" section in this policy booklet and the separate "Important Information" notices supplied.
- Where you have made 3 claims of the same type within the past 2 years.

If we cancel the policy and/or any additional cover options provided by Aviva under this section, 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 and/or we are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

**Important Note:** The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

Where our investigations provide evidence of fraud or a serious non-disclosure we may cancel the policy immediately and backdate the cancellation to the date of the fraud or when you provided us with incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out.

**Important Note:** When we refer to 'claims of the same type' an example of this would be 3 claims all being caused by accidental damage.

## Important Information

Please read this important information about your policy and also the accompanying Insurance Product Information Document (IPID) which tells you more about the policy cover you have chosen.

### 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 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 on your schedule. You must also tell us immediately about the following changes:

- any intended alteration to, extension to or renovation of your property. However you do not need to tell us about internal alterations to your property unless you are creating an additional bedroom, bathroom or shower room.
- any change to the people insured, or to be insured,
- any change or addition to the contents or the property to be insured that results in the need to increase the amounts insured or the limits that are shown on your policy schedule,
- if your property is to be lent, let, sub-let, or used for business purposes (other than occasional clerical work),
- if your property is to be unoccupied for any continuous period exceeding 60 days, or
- if any member of your household or any person to be insured on this policy is charged with, or convicted of a criminal offence (other than motoring offences).

If you are in any doubt, please contact your Administrator.

When we are notified of a change, we will tell you if this affects your policy, for example whether we are able to accept the change and if so, whether the change will result in revised terms being applied to your policy.

If the information provided by you is not complete and accurate:-

- we may cancel your policy and refuse to pay any claim, or
- we may not pay any claim in full, or
- we may revise the premium, or
- the extent of the cover may be affected.

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

### Adequacy of Sum Insured

You must ensure that your sum(s) insured are not less than the full cost of replacing the contents or goods; failure to do so may invalidate your policy or reduce claims settlements.

## 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 the Administrator and Aon UK Limited, who are responsible for the sale and distribution of the product, and any applicable insurers, reinsurers or brokers we use.

### 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,
- 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 home. 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 information is withdrawn we will not be able to continue to process the information you gave us for this/these purposes. 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 home 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.

### **Automated decision making**

We may carry out automated decision making to decide whether we can provide insurance to you and on what terms, deal with claims or carry out fraud checks. In particular we may use an automated underwriting engine to provide on-line quotes, using the information we have collected.

### **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, the Administrator and Aon UK Limited, 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 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 insurance and reinsurance 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 the EEA is carefully managed to protect your privacy rights. For more information on this please see our Privacy Policy or contact us.

### **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.

### **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:

- 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 these notices to anyone who has an interest in the insurance under the policy.

### **Choice of Law**

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

- 1) you and the Insurer agree otherwise; or
- 2) at the date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

### **If You Have a Complaint**

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you. In the first instance, contact the Aviva tenants contents unit on telephone number 0345 0308 733.

We are covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may refer it to this independent body. 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.

### **Your Cancellation Rights**

Unlike other insurance policies, your policy, under the scheme, does not have an annual renewal date.

You should review the level of benefit that you have chosen on a regular basis to make sure that it is sufficient to cover your needs. To exercise your right to cancel, please contact your Administrator.

If you do not exercise your right to cancel your policy, it will continue in force and you will be required to pay the premium.

### **Ensuring you have continuous cover**

If you are thinking of cancelling or not continuing your cover with us, make sure you can get the alternative cover you need before your policy ends.

### **Copy Policy Availability**

A policy booklet was issued at the commencement of your cover, however if you would like to receive a new policy booklet please let us know by contacting your Administrator.

### **Making a claim**

Should you need to make a claim under this policy, please refer to the back of your policy booklet for details of who to call or where to obtain a claim form.

You must tell the police immediately about any property which has been lost, stolen or damaged by riot or civil unrest or has been maliciously damaged, and get a crime reference number.

### **Flooding**

Concerned about flooding?

Visit [www.aviva.co.uk/flood](http://www.aviva.co.uk/flood) for help and information.

### **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.

### **Your Insurer is:**

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.