

# Your Aviva motor insurance Important Information

**Had an accident?**

**Tell us as soon as you can.**

Go to **[aviva.co.uk/make-a-claim](https://aviva.co.uk/make-a-claim)** or call us on **0345 030 8647**.

Our dedicated claims advisers are here to help you 24 hours a day,  
every day of the year.



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# Your important information

**This document contains some important information you need to know about your insurance. The policy wording can be viewed at <https://online.aviva.co.uk> and, once you've purchased your policy, all your documents will be available to view at My Aviva.**

**It is important that you read all the policy documentation carefully.**

## Accurate information

You 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 your policy booklet under the 'Welcome. We've got you covered' section.

## Administration and cancellation fees and charges

We apply administration and cancellation fees and charges under certain circumstances as shown in the following table:

Scenarios	Fee/Charge
<b>We</b> , or you cancel the policy within 14 day cooling off period (before cover has started)	No fee/charge
<b>We</b> , or you cancel the policy within 14 day cooling off period (after cover has started)	£25*
<b>We</b> , or you cancel the policy after the 14 day cooling off period has ended	£50*

\* Plus Insurance Premium Tax at the appropriate rate

There is no fee for opting in or out of automatic renewal regardless of how you contact us.

For further information on the cancellation charges and cancellation details please refer to 'Your cancellation rights' in this document and the 'General Conditions' section in your policy booklet

## Data Protection – Privacy Notice

### Personal Information

Aviva Insurance Limited, as the insurer of the product, is the main company responsible for your Personal Information (known as the controller). Additional controllers include Aviva UK Digital Limited, who is responsible for the sale and distribution of the product and any applicable insurers, reinsurers and brokers we use.

We collect and use Personal Information about you in relation to our products and services. Personal Information means any information relating to you or another living individual who is identifiable by us. The type of Personal Information we collect and use will depend on our relationship with you and may include more general information (e.g. your name, date of birth, contact details) or more sensitive information (e.g. details of your health or criminal convictions).

Some of the Personal Information we use may be provided to us by a third party. This may include information already held about you within the Aviva group, information we obtain from publicly available records, third parties and from industry databases, including fraud prevention agencies and databases.

This notice explains the most important aspects of how we use your Personal Information, but you can get more information by viewing our full privacy policy at [aviva.co.uk/privacypolicy](https://aviva.co.uk/privacypolicy) or requesting a copy by writing to us at: The Data Protection Team, Aviva, PO Box 7684, Pitheavlis, Perth PH2 1JR. If you are providing Personal Information about another person you should show them this notice.

We use your Personal Information for a number of purposes including providing our products and services and for fraud prevention.

We also use profiling and other data analysis to understand our customers better, e.g. what kind of content or products would be of most interest, and to predict the likelihood of certain events arising, e.g. to assess insurance risk or the likelihood of fraud.

We may carry out automated decision making to decide on what terms we can provide products and services, deal with claims and carry out fraud checks. More information about this, including your right to request that certain automated decisions we make have human involvement, can be found in the “Automated Decision Making” section of our full privacy policy.

We may process information from a credit reference agency, including a quotation search where you are offered an Aviva credit payment facility. More information about this can be found in the “Credit Reference Agencies” section of our full privacy policy.

We may use Personal Information we hold about you across the Aviva group for marketing purposes, including sending marketing communications in accordance with your preferences. If you wish to amend your marketing preferences please contact us at: [contactus@aviva.com](mailto:contactus@aviva.com) or by writing to us at: Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD. More information about this can be found in the “Marketing” section of our full privacy policy.

Your Personal Information may be shared with other Aviva group companies and third parties (including our suppliers such as those who provide claims services and regulatory and law enforcement bodies). We may transfer your Personal Information to countries outside of the UK but will always ensure appropriate safeguards are in place when doing so.

You have certain data rights in relation to your Personal Information, including a right to access Personal Information, a right to correct inaccurate Personal Information and a right to erase or suspend our use of your Personal Information. These rights may also include a right to transfer your Personal Information to another organisation, a right to object to our use of your Personal Information, a right to withdraw consent and a right to complain to the data protection regulator. These rights may only apply in certain circumstances and are subject to certain exemptions. You can find out more about these rights in the “Data Rights” section of our full privacy policy or by contacting us at [dataprt@aviva.com](mailto:dataprt@aviva.com).

### **How your Personal Information is used and shared by insurers and databases in relation to motor insurance**

The Personal Information 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. 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 a mid-term adjustment or 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 and Underwriting Exchange Register and where appropriate the Motor Insurance Anti-Fraud and Theft Register by the Motor Insurance (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, including:
  - Claims management – In the event of a claim we may need to disclose information with any other party involved in that claim, e.g. 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 MIB. MID and the data stored on it may be used by certain statutory and/or authorised bodies including the police, the Driver and Vehicle Licensing Agency (DVLA), the Driver and Vehicle Agency Northern Ireland (DVA), the Insurance Fraud Bureau and other bodies permitted by law. This information may be used for purposes permitted by law, which include:
    - 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.

Individuals who may be citizens of other countries or their appointed representatives making a claim in respect of a road traffic accident 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 and/or a fixed penalty notice.

You can check that your current registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com).

### **How your Personal Information will be processed**

- Information which is supplied to fraud prevention agencies and databases, e.g. the MIB and MID can include details like your name, address and date of birth.
- 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 (e.g. 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, e.g. the MIB.

### **How we use your 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 inception, at the mid-term adjustment and 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.

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.

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

### **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) 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 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 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 any 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.

## Your cancellation rights

You have 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 you receive the policy or renewal email confirmation, whichever is the later.

If the insurance cover hasn't started yet, you will be entitled to a full refund of the premium paid.

Or, if you wish to cancel the policy within the first 14 days and the insurance cover has already started, you will be entitled to a refund of the premium paid, less a proportionate deduction for the time for which we have provided cover. There will also be an additional charge as shown in the schedule of £25.00 (plus Insurance Premium Tax, where applicable) if you cancel the whole policy within the first 14 days to cover the administrative cost of providing the policy.

The cancellation fee may be reduced to ensure the total amount paid in the period does not exceed the annual premium.

If a claim has been made in the period of insurance, and we have not been able to confirm recovery of the full amount of the claim from a responsible third party, you will not receive a refund of premium and all premiums will be due.

The policyholder can cancel the policy online via My Aviva. It is the policyholder's responsibility to notify all persons insured that this policy has been cancelled.

If you don't exercise the right to cancel the policy, it will continue in force and you will have to pay the premium.

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

## Renewing your insurance

We will contact you by email at least 21 days before your renewal date and will either:

1. give you an opportunity to renew your insurance for a further year and tell you:
  - about any changes we are making to the terms and conditions of your policy;
  - to review your circumstances and consider whether this insurance continues to meet your needs;
  - to check that the information you have provided us with is still correct, and tell us if anything has changed; and
  - the price for the next year.

If you wish to make any changes at renewal, please log in to your My Aviva and edit your policy there.

Or

2. let you know that we are unable to renew your insurance. Reasons why this may happen include but are not limited to the following:
  - when the product is no longer available; or
  - when we are no longer prepared to offer you insurance for reasons such as:
    - we reasonably suspect fraud;
    - your claims history;
    - we have changed our acceptance criteria;
    - you are no longer eligible for cover; and/or
    - where 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.

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 your policy booklet which explains how this works.

## 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.

## Making a claim

Should you need to make a claim under this policy, please go to [aviva.co.uk/make-a-claim](https://aviva.co.uk/make-a-claim) or call us on 0345 030 8647. In all cases, please quote your policy number.

## Automatic renewal of your policy

Where we have offered you renewal terms and you select or have selected a continuous premium payment method, you will be notified by email at least 21 days before your renewal date that the policy will automatically be renewed and the renewal premium will again be collected from your specified bank account or credit/debit card. You can stop your policy from automatically renewing free of charge at any time online at My Aviva.



We will not automatically renew your policy if:

- you have contacted us to cancel your continuous payment authority since you purchased the policy or your last renewal; or
- we no longer offer you the continuous payment method if, for example, you have a poor payment history or an adverse credit history; or
- you have opted out of Automatic Renewal.

If any of the above happens we will advise you of this in your renewal email and you will need to contact us to make payment before we can renew your policy.

## **If you have a complaint**

If for any reason you are unhappy with the product or service, please get in touch as soon as possible. For contact details and more information about the complaints procedure please refer to your policy documents. Where a complaint cannot be resolved to your satisfaction you may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision you are not. Contacting them will not affect your legal rights.

You can contact the FOS on 0800 023 4567 or visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk), where you will find further information.

## **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)

## **Choice of law**

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

1. 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
2. you and the insurer agree otherwise.

## **Use of language**

All communications relating to this contract will be in English.

## **Our regulatory status**

We/Aviva are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with Firm Reference Number (FRN) 202153. Our registered address is Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH.

You may check this information and obtain further information about how the Financial Conduct Authority protects you by visiting [fca.org.uk](http://fca.org.uk).

## **Copy of document availability**

If you would like to receive copies of your policy documents in paper, please email [team@mail.online.aviva.co.uk](mailto:team@mail.online.aviva.co.uk). Copies will be provided free of charge.

## **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.

## **Need this in a different format?**

Please get in touch if you'd prefer a document in large font, braille or as audio.

How to contact us:

e-mail us at: [team@mail.online.aviva.co.uk](mailto:team@mail.online.aviva.co.uk)



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

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