

Your Aviva Property Owners Insurance - New Business Schedule

Produced on 30/09/2024

This Schedule forms part of Your policy and must be read together with Your policy wording.

This document records the information notified to Aviva and facts assumed about You, Your Business and Your Business partners and directors. This information has been taken into account when calculating the premium, terms and conditions upon which Your policy is based.

You must check all the information in this document and contact Your Insurance Adviser immediately if any details are incorrect or incomplete. You must also tell Us immediately of any circumstances or changes which We would take into account in Our assessment or acceptance of this insurance. Failure to comply with the above may mean that Your policy is not valid or We may not be liable to pay all or some of Your claim(s).

Policy number	96RPI1126347	Insured	Thorppe Hall Mansions (Old Block) RTM Co Ltd
Your cover starts on	31/10/2024	Expiry Date	30/10/2025
Annual premium (excluding Insurance Premium Tax)	£ 10,459.15		
Insurance Premium Tax	£ 1,255.10		
Total annual premium due	£ 11,714.25		
Insurance Adviser:	G R Marshall & Co Ltd		

Contact Details for Claims and Help

Do You or Your employees use a Smartphone or Tablet Device? Why not scan the QR Code and store Our contact details directly to Your device?



For Our joint protection telephone calls may be recorded and/or monitored.

Claims Service: 0800 015 1498

A 24 hour, 365 days a year claims line providing You with emergency assistance whenever it is required. When We know about Your problem, We will start to put the solutions in place.

Legal and Tax Claims and Helpline 0345 300 1899

Call this helpline anytime, day or night, to report a Legal Protection claim or for advice on legal or tax matters in the United Kingdom. This service, given in confidence, is included as part of your insurance policy.

Risk Solutions Helpline 0345 366 6666

Call for advice on safety, fire, security and other issues that can affect Your business. Most enquiries can be dealt with over the telephone, but if We can't give you an immediate answer, We will deal with your enquiry within one working day. This service is available during office hours with an answering service outside these times.

Counselling Service Helpline – 0117 934 0105

This is a confidential service available to Your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

Website – <https://avivabusinesslaw.farill.io/>

This service (provided by DAS Businesslaw and empowered by Farillio) is built specifically to help businesses manage a wide range of business and legal issues. You'll get access to:

- unlimited legal advice via the legal advice helpline
- a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help you with the day-to-day running of your business, as well as helping you to manage your exposure to legal risk
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- topics range from branding, crowdfunding, financial and tax planning, to marketing strategy to help build and grow your business
- email alerts on changes in law, legislation and regulation

To register:

1. Visit <https://avivabusinesslaw.farill.io/>
2. Enter the voucher code DASBAV1100 into the 'First time using Aviva Businesslaw?' box and click 'Validate Voucher'
3. Fill out your name, email address, and create a password
4. Validate your email address by pressing the link in the confirmation email that you receive.

Cover Summary

Detailed below is a summary of the sums insured selected & the limits applying to each cover section; further details of the information you have provided, the cover included, Your obligations and the additional covers and limitations to the cover are included within the following pages & in your policy wording.

	Buildings Declared Value	Buildings Sum Insured	Landlords Contents	Contents in Common Areas	Business Interruption Loss of Rent
Flats 1-20, W5 2HB	£7,136,332	£8,920,415	£0	£11,059	Property Damage Cover Extension Only

Cover applying to all insured Properties

Property Owners Liability	£2,000,000	Terrorism:	In Force
Property Owners Legal Protection	£250,000		



Summary of Your Obligations

For full information on the action you must take please refer to the Cover Sections in this document

<u>Obligation Applies to</u>	<u>Obligations Applying</u>
All sections	Reasonable Precaution and Maintenance of Property and Claims Procedure
Property Damage	Unoccupied Premises Electrical Circuits Illegal Cultivation of Drugs
Terrorism	Terrorism Obligation
Property Owners Legal Protection	Property Protection

Your Business Details

Business Name	Throrpe Hall Mansions (Old Block) RTM Co Ltd	Your Business	Resident Association
Your Contact Address	62 Rumbridge Street, Totton, Southampton, SO40 9DS	Year Business Established	2022

Information about Your business

- You are domiciled within the United Kingdom, Isle of Man or the Channel Islands
- All premises insured or to be insured are located within the United Kingdom, Isle of Man or the Channel Islands
- Your Business complies with the requirements of the Regulatory Reform (Fire Safety) Order 2005 or the equivalent legislation in Scotland and Northern Ireland
- In the last ten years Your Business has not been subject to an investigation by HM Revenue and Customs which has resulted in a prosecution
- Neither You, nor any of Your directors or partners involved with Your Business, whether in relation to Your Business or otherwise have:
 - in the last 5 years declared bankrupt or been the subject of bankruptcy proceedings, an Administrative Receivership, a Company or Partnership or Individual Voluntary Arrangement, a Debt Relief Order, an Administration Order, a Compulsory Liquidation, a Creditors' Voluntary Liquidation, a Winding Up Order or any equivalents in Scotland or Northern Ireland
 - ever been charged with (but not yet tried) or convicted of any criminal offences excluding motoring offences and offences that are spent under the Rehabilitation of Offenders Act 1974 and subsequent amendments to that Act
 - in the last five years, had:
 - either personally, or in any business capacity, a policy voided
 - an insurance cancelled where a cancellation clause has been invoked
 - a renewal declined
 - special terms imposed by an insurer
 - a county court judgement or Scottish equivalent awarded against them
- You are not owned by an individual or entity which appears on the financial sanctions list of the United Nations, the European Union, United Kingdom or United States of America or any of its states

Neither You, nor any director or partner of Yours involved with The Business

- has any company or business in any sanctioned territory
- exports to or operates in any sanctioned territory or has any business dealings with individuals or entities that are known to be sanctioned under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America or any of its states
- has any involvement with any products or components associated with weaponry, arms, or military goods

Note: "Sanctioned territory" means any territory which appears on the financial sanctions list or is otherwise the subject of any trade or economic sanctions laws or regulations imposed by the European Union, United Kingdom or United States of America or any of its states.

Claims History

You or Your directors or partners involved with Your Business have, whether in relation to Your Business or any other business;

not in the last 3 years made any claim under an insurance policy or had any loss or incident which could have resulted in a claim under any then existing insurance policy or in respect of the cover(s) now provided.



Your Obligations – Action You Must Take

Please read the requirements below carefully, as You must follow them before We are liable to pay a claim. If You fail to follow them, You may lose Your right to payment of such claim.

For detail of any other alterations we have made to Your policy cover and/or any further Customer Obligations which must be complied with, please refer to the General Endorsements section.

Applicable to all Sections

Reasonable Precaution and Maintenance of Property

You must take reasonable precautions to prevent

- (1) Damage to Your Property Insured by maintaining Your Premises and equipment (including data and programs), in a satisfactory state of repair and in full working order, ensuring that plant and machinery comply with any Statutory Regulations
- (2) accident or injury to any person or Damage to their property by complying with all legal requirements and safety regulations.

Claims Procedure

- You must tell us immediately or at least within 7 days of becoming aware of any incident which may result in a claim.
- You must report to the police, as soon as reasonably possible, any damage arising from Theft, Arson or Malicious Damage, and within 7 days for Riot or Civil Commotion.
- You must provide us with all information of the loss, liability, destruction, damage, accident or injury, including the amount of the claim, and any communication from third parties.
- You must not;
 - admit or deny fault for
 - accept responsibility for
 - make any payments in respect of
 - negotiate or settleany claim without our prior written consent.
- You can with Our consent arrange for urgent repairs to be done immediately which are reasonable and necessary to secure the Property Insured.
- You must allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute, at Our own expense and for Our own benefit, any claim for cover or compensation against any other person. You must give us all information and assistance We require.

Cover Sections

Property Damage

Property 1	Flats 1-20, Thorpe Hall Mansions, Eaton Rise, London, United Kingdom, W5 2HB			
Your cover starts on	31/10/2024	Expiry Date	30/10/2025	
Property Type	Multiple Flats (Purpose Built)	Occupancy Type	Rental Source	Premises Use
		Working Occupant(s), Not Benefits Assisted	Direct from Tenant	Private Dwelling Only

Flats 1-20, W5 2HB

- is constructed of brick, stone or concrete and roofed with slate, tile, concrete, metal or asbestos.
- does not have external cladding / wall insulation
- was built 1930
- is and will be maintained in a good state of repair.
- is not a listed building or a building subject to a preservation order
- has not suffered from nor is showing any signs of damage by subsidence, landslip or ground heave
- is not situated over made up ground, or underground workings of any sort, or sited near a cliff
- is not unused, unfurnished or unoccupied
- or individual Units within the building are/is not or will not be sub-let
- does not provide communal facilities to residents
- has 20 flats within the block
- has not had previous flooding
- is not a house in multiple occupation

Insured Item	Declared Value	Day 1 Inflation	Sum Insured
Buildings including Glass	£7,136,332	25%	£8,920,415
Landlords Contents including:			£0
Furniture, furnishings, fixtures and fittings and refrigerators, dishwashers, washing machines, microwaves and other white goods belonging to You or for which You are responsible within the Building at Your Premises.			
Landlords Contents in Common Areas			£11,059

	Insured Events	Accidental Damage	Subsidence	Flood
Basis of Cover	✓	✓	✓	✓
Index Linking	Applies to Contents Sums Insured Only			
Section Excesses	Buildings & Contents	Escape of Water	Subsidence	
	£350	£500	£2,500	

Where the Declared Value is less than the cost of reinstatement of the Property Insured the most We will pay is 108% of the Declared Value

Interested Party	Swanside Residents association Limited
Interested Party Type	Freeholder



Your Obligations – Action You Must Take

Please read the requirements below carefully, as You must follow them before We are liable to pay a claim. If You fail to follow them, You may lose Your right to payment of such claim.

Electrical Circuits

Where You have a responsibility for maintenance of electrical circuits at The Premises, and the tenant/lessee is not solely responsible for this under contract, then You must ensure

- (1) all electrical circuits at The Premises are tested at least every five years by a qualified electrician; and
- (2) immediately rectify any defects found.

Failure to comply with this Customer Obligation may result in You losing Your right to payment for any claim for Damage to the Property Insured caused by, or resulting from, fire and/or explosion.

Unoccupied Premises

You must

- (1) carry out internal and external inspections of Your Premises at least every seven days and as soon as possible, repair or arrange to be repaired, any defects found
- (2) remove all waste, **unfixed** combustible materials and gas bottles, either within or outside the buildings, from Your Premises
- (3) securely lock **and close** all external doors and windows, and secure and seal all letter boxes and openings. However, where only a portion of a building is untenanted, this only applies to the untenanted portion of a building.
- (4) turn off all services (power, fuel and water) at the mains except where required to maintain Intruder Alarm, CCTV, fire detection system or sprinkler installation
- (5) tell us immediately if any building at Your Premises becomes Unoccupied

Where Your Premises are empty, vacant or disused but are tenanted, (1), (2), (3) and (4) above apply to the extent that they may be reasonably and practically implemented without frustrating or invalidating the lease, unless We agree otherwise in writing.

Illegal Cultivation of Drugs

You will lose Your right to payment for any claim for Damage to any Residential Unit caused by the Cultivation of Drugs unless You or Your agent have complied with the following obligations:

Prior to the commencement of any tenancy agreement with a new tenant You must ensure that You or Your agent

- Obtain and record written formal identification of any new tenant in accordance with government guidelines; and
- Obtain and record proof of income for any new tenant; and
- Obtain and record details of any new tenant's bank account and verify those details by receiving at least one payment from such account; and
- Collect a deposit and complete an appropriate inspection and inventory check, in accordance with the requirements of an appropriate tenancy deposit scheme.

In respect of each Residential Unit which is tenanted You or Your agent must:

- a) Carry out internal inspections at intervals of no more than six months; and
- b) Carry out external inspections at intervals of no more than three months unless agreed otherwise by Us.

Such inspections shall check for signs that the Residential Unit is being used for the Cultivation of Drugs.

You or Your agent shall maintain a log of all such inspections and retain that log for at least 24 months after the inspection.

If You appoint an agent in respect of any of the above requirements, You must request written confirmation from Your agent that they have fully complied with the requirements.

If You suspect Cultivation of Drugs in any Residential Unit You must inform the police immediately.

Property Damage Cover Extensions - Your Cover includes

Cover	Description	Limit	Limit Applies to:
Loss of Rent or Alternative Accommodation	Provides cover for loss of rent or the cost of alternative accommodation if your residential property cannot be lived in following Damage. Not a Business Interruption cover.	20% of the Buildings Sums Insured	Any one claim
		12 Months	Maximum Indemnity Period
Changing Locks	Changing locks at Your Premises following theft or attempted theft involving threat of violence	£25,000	Period of insurance
Contract Works	Provides cover, where You have entered into a contract or agreement for the extension, alteration or refurbishment of any of Your Premises insured under this policy.	Buildings Sums Insured	Contract Price in excess of £100,000
		£500	Excess
Metered Services	Charges you are liable for following Damage where accidental discharge of utilities occurs	£25,000	Any One Claim
Damage to Grounds	Repairing landscaped gardens & grounds damaged by the emergency services		
Finding Leaks	The cost of locating a water or fuel leak, including costs to repair any Damage caused when locating the leak	£50,000	
Fire & Security Equipment	The cost to refill, reset or replace your fire & security protection equipment following Damage to Your Premises		
Moveable Property	Damage to Your Property in yards, car parks and other open areas at Your Premises		Total per period of insurance
Energy Efficiency	We will pay for the reasonable additional costs incurred with Our consent in rebuilding or repairing Your Premises in a manner that aims to improve energy efficiency	10%	Any one claim
		£10,000	Any one claim
		£10,000	Period of insurance
Japanese Knotweed	We will pay the reasonable costs incurred by You to eradicate from Your Premises the presence of Japanese Knotweed (Fallopia Japonica) or other hybrids of knotweed	£2,500	Period of insurance
Local Authority Rates	The Local Authority Rates You become liable for because of Your tenant being able to terminate or frustrate the lease, following Damage at Your Premises.	£10,000	Any one claim
		£25,000	Period of insurance
Loss Minimisation Costs and Prevention Expenditure	Cover to provide necessary additional physical protection to prevent further Damage at your Premises	£5,000	Period of insurance
Preservation of Undamaged Property	Following Damage at The Premises there is cover to provide necessary and reasonable additional costs and expenses to protect undamaged property	£25,000	Any one claim
		£25,000	Period of insurance
Temporary Repair Costs	Covers additional costs and expenses incurred in making temporary repairs to the Property Insured	£20,000	Any one claim
Temporary Removal	Damage to your contents whilst away from Your Premises for cleaning, renovation or similar purposes	10% of Contents Sum Insured	Any one claim at any one location
		90 days	Maximum number of days removed
Money	Current coins, bank and currency notes in transit or in a bank night safe	£2,000	Any one claim
	Current coins, bank and currency notes in Your home or the home of any Employee, partner or director	£500	
	Crossed cheques, crossed postal orders, money orders, crossed bankers drafts	£250,000	
	Theft Damage to personal effects	£250	
Assault	Compensation for You or your employees injured	Varying limits please	Maximum payable

	following a theft or attempted theft in the course of the business	refer to your policy wording	
Unauthorised Use of Metered Services	Charges you are liable for following Damage where unauthorised use of utilities occurs	£5,000	Any one claim
Tenants' Debris Removal	The cost of removing your tenants' debris following Damage to Your Premises		Total per period of insurance
Fly Tipping	The cost of removing property illegally left in and around Your Premises		
Insect Nest Removal	The cost of removing the nests of wasp, bee or hornets and other insects harmful to humans from Your Premises	£500	Any one claim
Tree Felling & Lopping	The cost of lopping or removal of trees which present an immediate threat to life or to the Insured Property		
Capital Additions	Damage to newly built or acquired Buildings, fixtures and fittings	£1,000,000	Any one claim at any one location
	Alterations to an insured Building	£250,000	
	Unoccupied Premises		

Business Interruption - Loss of Rent

Cover not selected

Terrorism

Insured Item:

Your Premises

As detailed in the Property Damage or Business Interruption Sections where insured by this Policy.

This does not include the territorial seas as defined by the Territorial Sea Act 1987, nor the Isle of Man or the Channel Islands.

Your Property Insured

As detailed in the Property Damage or Business Interruption Sections where insured by this Policy.

Sums Insured/Cover Limits

As detailed in the Property Damage or Business Interruption Sections where insured by this Policy.

Excess

As detailed in the Property Damage or Business Interruption Sections where insured by this Policy.



Your Obligations – Action You Must Take

Please read the requirements below carefully, as You must follow them before We are liable to pay a claim. If You fail to follow them, You may lose Your right to payment of such claim.

You must:

- declare to Us all property and/or premises which You own or are responsible for including all property and/or premises of subsidiary companies
- buy Terrorism insurance from a Pool Reinsurance Company Limited member company for all such property and/or premises

Employers' Liability

Cover Not Selected

Property Owners Liability

Cover Limit: £2,000,000

Third Party Property Damage Excess: £250

Public Liability Cover Extensions – Your Cover includes

Liability as a consequence of:

Data Protection	(total per Period of Insurance)	£1,000,000
Financial Loss	(total per Period of Insurance)	£500,000

Court Attendance

Up to £250 per day for Court Attendance by any Employee.

Up to £500 per day for Court Attendance by any director or partner.

Property Owners Legal Protection

Your Business

- has not in the last 3 years taken over, been taken over by, or merged with any other business
- does not propose to take over any other business and there are no redundancies envisaged in the next 12 months.
- does not have any ongoing legal disputes with employees, or any other contractual disputes.
- Your residential premises or residential portions of Your premises are let under an assured tenancy, an assured shorthold tenancy or a short assured tenancy or You
 - are a resident landlord or
 - let the property to a limited company or partnership for residential purposes only or
 - are letting the property within Northern Ireland, the Isle of Man or the Channel Islands.

Cover

Insured Item	Cover Limit	Insured Item	Cover Limit
1 Property Protection	£250,000	10 Legal Defence Disciplinary Hearings	£250,000
2 Residential Repossession	£250,000	11 Contract Disputes	£250,000
3 Commercial Lease Cover	£250,000	12 Debt Recovery	£250,000
4 Legal Defence Criminal Prosecution	£250,000	13 Tax Protection	£250,000
5 Legal Defence Data Protection	£250,000	14 Employment Disputes	£250,000
6 Legal Defence Wrongful Arrest	£250,000	15 Employment Compensation Awards	See Policy Wording
7 Legal Defence Employee Civil	£250,000	16 Service Occupancy	£250,000
8 Legal Defence Statutory Notice	£250,000	17 Bodily Injury	£250,000
9 Legal Defence Jury Service	£250,000	18 Statutory Licence Protection	£250,000



Your Obligations – Action You Must Take

Please read the requirements below carefully, as You must follow them before We are liable to pay a claim. If You fail to follow them, You may lose Your right to payment of such claim.

Property Protection

In respect of all Residential Premises or Residential Units (including units within Commercial properties) You must

- prior to the grant of the tenancy, prepare a detailed inventory allowing space for comments to be made as to the condition of the items in the inventory on check in and comments to be made later on check out of Your Premises
- conduct regular inspections of Your Premises (by reference to such inventory) at intervals of not less than every six months
- as soon as possible after a tenant has checked out or has otherwise vacated Your Premises, prepare a detailed Schedule of Dilapidations

The Premises subject to the dispute must be insured by this insurance policy

Important Information

Material Circumstances

IMPORTANT - This policy is a legal contract

Please remember that you must make a fair presentation of the risk to us. This means that you must:

- (1) disclose to us every material circumstance which you know or ought to know or, failing that, sufficient information to alert us that we need to make further enquiries; and
- (2) make such disclosure in a reasonably clear and accessible manner; and
- (3) ensure that, in such disclosure, any material representations as to a: (a) matter of fact is substantially correct; and (b) matter of exception or belief is made in good faith.

A material circumstance is one that is likely to influence an insurer in the acceptance and assessment of the application. You must also make a fair presentation to us in connection with any variations, eg changes you wish to make to your policy. If you fail to make a fair presentation of the risk then this could affect the extent of cover provided or could invalidate your policy, so if you are in any doubt as to whether a circumstance is material then it should be disclosed to us.

Disclosures should be specific and made in a reasonably clear and accessible manner. We will not be deemed to have knowledge of any information generally referred to (for example the contents of company websites listed in the risk presentation) or any matter not expressly drawn to our attention.

Each renewal invitation is made on the basis of the information we have at the time it is issued. We may revise or withdraw it if, before the date your renewal takes effect, any event occurs that gives rise to a claim or alters the material circumstances under this insurance, even if we are notified after your renewal date.

A specimen copy of the policy wording is available on request. You should keep a record (including copies of letters) of all information supplied to us for the purposes of the renewal of this insurance. A copy of the completed application will be supplied on request within a period of three months after its completion.

Your Cancellation Rights

There are no statutory cancellation rights under this policy.

Making a Claim

Should you need to make a claim under this policy, please call 0800 015 1498.

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, please contact your insurance adviser or usual Aviva point of contact. 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.

Our Regulatory Status

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are registered as: Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH and our firm's reference number is 202153.

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

Business Introduction

If an intermediary has arranged your business with us and you need to discuss any issues regarding their service, you should contact them.

Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise

- (1) The law applying in that part of the UK, the Channel Islands or the Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives, or
- (2) In the case of a business, the law applying in that part of the UK, the Channel Islands or the Isle of Man where it has its principal place of business, or
- (3) Should neither of the above be applicable, the law of England and Wales will apply.

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 insurance adviser or usual Aviva point of contact.

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.

Data Protection - Privacy Notice

Personal Information

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

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

Personal information we collect and how we use it

We will use your personal information:

- 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 reinsurers, for the detection and prevention of fraud and to help us better understand our customers and improve our customer engagement (this includes marketing, customer analytics and profiling),
- to meet any applicable legal or regulatory obligations: we need this to meet compliance requirements with our regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
- to carry out other activities that are in the public interest: for example we may need to use personal information to carry out anti-money laundering checks.

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

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

If we need your consent to use personal information, we will make this clear to you when you complete an application or submit a claim. If you give us consent to using personal information, you are free to withdraw this at any time by contacting us – refer to the “Contacting us” details below. Please note that if consent to use information is withdrawn we may not be able to continue to provide the policy or process claims and we may need to cancel the policy.

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

Credit Searches

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

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

Where you agree to pay monthly under an Aviva credit agreement, the status of your quotation search from our credit reference agency (CRA) will be updated to reflect your credit application and this will be visible to other credit providers. CRA's may keep a record of this search.

In order to assess your application we will supply your personal information to our CRA and they will give us information about you, such as about your financial history. We do this to assess creditworthiness 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 CRA's on an ongoing basis, including about your settled accounts and any debts not fully repaid on time. CRA's 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.

The identity of our CRA and the ways in which they use and share personal information, are explained in more detail at www.callcredit.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, deal with claims or carry out fraud checks. In particular we 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, and your intermediary and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help us administer our products and services,
- with regulatory bodies and law enforcement bodies, including the police, e.g. if we are required to do so to comply with a relevant legal or regulatory obligation,
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes,
- with reinsurers who provide reinsurance services to Aviva and for each other. Reinsurers will use your data to decide whether to provide reinsurance cover, assess and deal with reinsurance claims and to meet legal obligations. They will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

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

Marketing

We may 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 do this in accordance with any marketing preferences you have provided to us. We may continue to do this after your policy has ended.

If you wish to amend your marketing preferences please contact us:

By phone: 01603 622200 or +44 1603 604999 (from abroad)

By email: helpdesk@aviva.co.uk

By Post: Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD

To see how you can change your preferences in MyAviva or view your choices for online advertising visit our full Privacy Policy at www.aviva.co.uk/privacypolicy

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, ask not to be subject to automated decision making if the decision produces legal or other significant effects on you, and data portability. For more details in relation to your rights, including how to exercise them, please see our full privacy policy or contact us – refer to the “Contacting us” details below.

Contacting Us

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

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

Fraud Prevention and Detection

In order to prevent and detect fraud we may at any time;

- Share information about you with other organisations and public bodies including the Police;
- Undertake credit searches and additional fraud searches;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this 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

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.
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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.