Your Aviva Online and Aviva Premium motor insurance

Important information and changes you need to know about before you renew your Aviva Online and Aviva Premium motor insurance policy

If you have an accident, tell us as soon as you can. Go to aviva.co.uk/make-a-claim or call us on 0345 030 8647.

For our joint protection, calls may be recorded and/or monitored.



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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 it is your duty to tell us of any changes in your circumstances which may affect your policy with us.
- 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 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.
- Tells you of your cancellation rights and what to do if you wish to cancel.

Changes to your policy terms

The following table highlights key changes to your Aviva Online and Aviva Premium Motor Insurance. Please read this in conjunction with your new motor insurance policy booklet included with your renewal invitation and keep it safe with your policy documents.

We have included some symbols to help you understand if the change is an increase or a decrease in cover or if it is just a clarification with no impact on your cover:

- + Increase in cover
- Decrease in cover
- = Clarification only

| Terms and conditions section | Changes | Where should I look? |
|---------------------------------------|---|----------------------------|
| Definitions – Automated vehicle | = A new definition 'Automated vehicle' has been introduced. | Page 6 |
| Definitions – Market value | = The definition of 'Market value' has been updated to include further examples of what can affect the market value of your car. | Page 6 |
| Definitions – Partner/Your partner | = The definition 'Your partner' has been updated and renamed 'Partner'. | Page 6 |
| Definitions – Persons insured | = A new definition 'Persons insured' has been introduced which covers principal policyholder, vehicle policyholder and named drivers; and replaces the definition 'You/ insured/policyholder' in your previous policy booklet. | Pages 6 to 7 |
| | The terms principal policyholder, vehicle policyholder and named driver are used throughout the policy booklet. | |

| Terms and conditions section | Changes | Where should I look? |
|---|--|----------------------------|
| Definitions – Territorial limits | + The 'Territorial limits' definition has been updated to include Bosnia and Herzegovina. | Page 7 |
| Section 1. Loss of or damage to your car – Manufacturer-fitted accessories | + The limit for 'Manufacturer-fitted' accessories has been increased from £1,000 to Unlimited and will be shown in your policy schedule. | Page 9 |
| Section 1. Loss of or damage to your car – Vehicle recovery in the event of an accident or fire and theft | + We now provide additional options for your transport home/completion of journey. Overnight accommodation up to £150; or refund of public transport costs up to £150 are available. | Pages 9 to 10 |
| Section 1. Loss of or damage to your car – Repair guarantee | + We will provide a lifetime guarantee on repairs for as long as you continuously insure your car with us. | Page 10 |
| Section 2. Your liability – Driving other cars | This section has been updated to clarify that driving other cars cover is for the main driver (the vehicle policyholder) of the car insured. An additional condition has also been added – '6.' – cover is provided as long as the other car is not an automated vehicle. | Page 13 |
| Section 2.1 Your liability – exclusions | A new exclusion '8.' has been introduced relating to automated vehicles. | Page 15 |
| Section 5. No claim discount – Claims under the following sections will not reduce your no claim discount | Additional incidents where your NCD will not be affected if you make a claim for loss or damage under 'Section 1. Loss of or damage to your car' have been added. | Page 17 |
| Section 7. Foreign use – Foreign use advice | = We have updated the Foreign use advice section to advise how to obtain a Green Card. | Page 20 |
| Section 8. Personal accident cover | We have updated 'Personal accident' to clarify that cover is in the insured car only. Cover has been enhanced to include named drivers and each insured person is covered for £2,500 per policy year, in the event of death or serious injury following a motor accident. | Pages 20 to 21 |

| Terms and conditions section | Changes | Where should I look? |
|--|--|----------------------------|
| Section 8. Optional Increased personal accident cover | + We have enhanced optional 'Increased personal accident' to provide cover for the vehicle policyholder, their partner and named drivers. | Pages 20 to 21 |
| | + The benefit amount paid out under this extension has been increased to either £60,000 or £120,000 per insured person in any one period of insurance and is paid in addition to the core cover benefit of £2,500 for death and serious injury. | |
| | + In addition, this extension also now provides physiotherapy cover for minor injuries up to £500 per insured person for the vehicle policyholder, their partner and named drivers following a motor accident. | |
| | If you have the optional 'Increased personal accident' cover on your policy, you do not need to take any action. This will automatically be replaced at your renewal with the enhanced 'Increased Personal Accident' optional extension and will be shown on your policy schedule. | |
| | This means you will be covered for the increased benefit of £60,000 per insured person for death or serious injury, and physiotherapy for vehicle policyholder, their partner and named drivers in connection with your car as listed on your policy schedule. | |
| | If you would like to upgrade to the higher death or serious injury benefit amount of £120,000, you can do this from renewal for an additional premium. | |
| General conditions – Other insurance | = This condition has been updated to clarify that it does not apply to 'Section 8. Personal accident' cover. | Page 32 |
| General conditions – Your duty to prevent loss or damage | This condition has been updated to include that safety critical software updates made available by the vehicle manufacturer should be installed. | Page 32 |
| General conditions – Fraud | = This condition has been updated and clarifies what may happen in the event of fraud. | Pages 32 to 33 |
| Complaints procedure | We have updated the Complaints procedure. There is no change in how you can make a complaint or to your legal rights. | Pages 33 to 34 |

Aviva Premium

We have introduced a new level of cover called 'Aviva Premium' which you can choose to upgrade to if you would like to, from your renewal date or at any time in the future for an additional premium.

Cover only applies if shown in your schedule.

Below we highlight the key differences in the Aviva Premium cover level and which sections of the policy terms and conditions you can find full details.

| Terms and conditions section | Changes | Where should I look? |
|--|---|----------------------------|
| Section 1. Loss of or damage to your car – Courtesy car | With Aviva Premium cover the Courtesy car provided during repair of your vehicle is a five-door car with room to seat five people. | Page 10 to 11 |
| Section 1. Loss of or damage to your car – Hire car | Hire car cover, if your car is stolen or written off, is included as standard with Aviva Premium and the hire car provided is a five-door car with room to seat five people. | Page 11 |
| Section 3. Personal belongings | There is an enhanced 'Personal Belongings' limit with the Aviva Premium cover level of up to £2,000. The limit is shown in the policy schedule and full details of the cover provided is included in the policy booklet. | Page 16 |
| Section 9. Motor Legal (previously called 'Legal protection and advice') | This cover is automatically included as part of your car insurance. | Pages 21 to 25 |
| Section 11. Excess cover for rental cars | This is a new section of cover that is only included with Aviva Premium cover. 'Excess cover for rental cars' provides financial protection, up to £1,500, in the event that an excess has to be paid to a rental car company due to an incident resulting in loss or damage to the rental car during the period of insurance. | Page 26 to 27 |
| Section 12. Comprehensive driving other people's cars | This is a new section of cover that is only included with Aviva Premium cover. We'll provide 'Comprehensive driving other people's cars' cover for up to five days at a time – cover has to be activated via MyAviva. | Page 28 |

Important information about your insurance with us

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.

You can make changes online at https://www. direct.aviva.co.uk/MyAccount/login

Please tell us immediately if there are any changes to the information set out in the 'Information Provided By You' document, certificate of motor insurance or on your schedule. You must also tell us immediately about the following changes:

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

If you are any doubt, please contact us here https://help.online.aviva.co.uk/contact-form

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.

When you inform us 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 and/or premium 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 and/or change the compulsory excess, or
- the extent of the cover may be affected.

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 supplied to us for your future reference.

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 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 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.

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 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, 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.

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.

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 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 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, PO Box 121, Surrey Street, Norwich, NR1 3ZH, 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.

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 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 next year.

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

- Or
- 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 policy 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.

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 MyAviva.

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.

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.

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.financialombudsman.org.uk, where you will find further information.

Choice of law

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

- **1.** The principal policyholder and we agree otherwise; or
- 2. At the date of the contract the principal policyholder is a resident of Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law for that country will apply.

Making a claim

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

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 receives the policy or renewal email confirmation, whichever is the later. If the insurance cover hasn't started yet, the principal policyholder will be entitled to a full refund of the premium paid.

Or, if the principal policyholder wishes to cancel the policy within the first 14 days and the insurance cover has already started, the principal policyholder 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 the principal policyholder cancels 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.

The principal policyholder won't receive a refund of premium if a claim has been made for the car under 'Section 1. Loss of or damage to your car' and;

- 1. We have agreed to settle the claim by paying the market value (less any excess applicable), or by replacing your car under new car replacement; and,
- 2. We haven't been able to recover the full amount from a responsible third party.

The principal policyholder can cancel the policy online via MyAviva. It is the principal policyholder's responsibility to notify all persons insured that this policy has been cancelled. If the principal policyholder doesn't exercise the right to cancel the policy, it will continue in force and the principal policyholder 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.

Copy document availability

You can view your policy documents on MyAviva. However, if you would like to receive copies of your policy documents in paper, please log into MyAviva where you can select a paper preference. 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.

| Retirement | Investments | Insurance | Health |

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NMDOC15648 09.2021 © Aviva

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