

# Important Information.

TSB Pick and Protect home insurance is brought to you by TSB Bank plc (“TSB”) (which is part of the Banco De Sabadell S.A. group) and underwritten and administered by Aviva Insurance Limited.

All references to “Aviva / we / our / us / the insurer” in this document mean Aviva Insurance Limited, unless specifically stated otherwise.

To try to help you meet every aspect of your home insurance needs TSB have chosen Aviva to underwrite and administer TSB Pick and Protect home insurance. TSB arranges your Home insurance as an intermediary only through Aviva Insurance Limited and TSB act on behalf of the insurer. This document tells you what information you need to give Aviva as the insurer and tells you about how your policy will be managed. It also gives you some important details about your policy and explains how your personal information will be looked after.

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

You must take reasonable care to provide complete and accurate answers to the questions you are asked when you take out, make changes to, or renew your policy. Please read any assumptions carefully and confirm if they apply to your circumstances.

You should tell us immediately if any of the information provided by you changes after you take out your policy, or if there are any changes to the information set out in your policy schedule at your renewal. 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 the number of days shown on your Statement of Fact, 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 or need to contact us about TSB Pick and Protect, please call **0345 030 8778**.

When we are notified of a change, you will be told 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:

- your policy may be cancelled and any claim may not be paid, or
- any claim may not be paid in full, or
- the premium and/or any excess may be revised, 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 when we are notified after your renewal date. It is recommended that you keep a record (including copies of letters) of all information supplied to us for future reference.

## Aviva's Regulatory Status

The insurer of TSB Pick and Protect home insurance 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. Firm Reference Number 202153.

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

## Data Protection Privacy Notice

The data controller responsible for this personal information is Aviva Insurance Limited as the insurer of the product. Additional controllers include:-

- TSB who are responsible for the sale and distribution of the product; and
- any applicable reinsurers.

The Insurer collects and uses 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

## Personal information we collect and how we use it

The Insurer 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 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, 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. 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 (see "Contacting us" section). 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 including TSB. 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.

### **Credit Reference Agency Searches**

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

The identity of our Credit Reference Agency and the ways in which they use and share personal information, are explained in more detail at [www.callcredit.co.uk/crain](http://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 a quote for this product, 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, TSB 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.

### **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 using the 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 Officer at Aviva by either emailing them at [DATAPRT@aviva.com](mailto:DATAPRT@aviva.com) or writing to them at Aviva, 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 additional fraud searches;
- Check and/or file your details with fraud prevention agencies and databases, and if you give the Data Controllers false or inaccurate information and fraud is suspected, they will record this.

We can supply on request further details of the databases we access or contribute to. If you require further details, please contact us.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance 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

## 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 this policy.

## Your premium

Your premium includes Insurance Premium tax (IPT) at the appropriate rate and any discount where applicable. There could be other taxes and costs that are not charged by us or paid through us.

## What will you have to pay TSB for their services

TSB arrange the policy with Aviva on your behalf. You do not pay TSB a fee for doing this. TSB receive commission from Aviva which is a percentage of the total annual premium.

## If You Have a Complaint

TSB hopes that you are very happy with the service provided. However, if for any reason you are unhappy with it, in the first instance, please write to TSB Insurance Customer Service Centre, PO Box 7463, Perth PH2 0YX or call **0345 030 8778**. TSB and Aviva are covered by the Financial Ombudsman Service. If you have complained to TSB or Aviva and your complaint has not been resolved to your satisfaction, you may refer it to the Financial Ombudsman Service. Following the complaints procedure does not affect your right to take legal action.

## Choice of Law

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

1. you and we agree otherwise; or
2. at the date of the contract you are a resident of Scotland or Northern Ireland, in which case (in the absence of agreement to the contrary) the law of that country will apply.

## Making a Claim

Should you need to make a claim under this policy, please call the TSB Insurance Claims Unit on **0345 030 8782**.

## Your Cancellation Rights

You have a statutory right to cancel your policy within 14 days from the day of purchase or renewal of the contract or the day on which you receive your policy or renewal documentation, whichever is the later.

If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

Alternatively, if you wish to cancel and the insurance cover has already commenced, you will be entitled to a refund of the premium paid, less a proportionate deduction for the time we have provided cover. Please read the 'Facts about your policy' section in your policy document which explains how this works.

To exercise your right to cancel, please call **0345 030 8778** or write to TSB Insurance Customer Service Centre, PO Box 7463, Perth PH2 0YX.

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

For information about your cancellation rights outside the statutory cooling-off period, please refer to the 'General Conditions' section of your policy document.

## Renewing Your Insurance

We will contact you in writing 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 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 call **0345 030 8778**.

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 the 'Facts about your policy' section in your policy document which explains how this works.

## Automatic Renewal of Your Policy

Where you have chosen to automatically renew your policy, the policy will automatically renew and the premium will be collected by your chosen payment method.

You can opt in\* or opt out of automatic renewal free of charge at any time by:

- visiting <https://insurance.tsb.co.uk/MyAccount/login>
- calling 0345 030 8778
- writing to TSB Insurance, PO Box 7463, Perth, PH2 0YX
- visiting your local branch

\*Opting in to automatic renewal may not be available in certain circumstances.

We will not automatically renew your policy if:

- you have contacted us to cancel your continuous payment authority.
- we can no longer offer you the continuous payment method i.e. you have a poor payment or credit history.
- you have opted out of Automatic Renewal.

If any of the above happens you will receive a renewal letter providing you with options on how to renew your policy and avoid being left without cover.

## Adequacy of Sum Insured

You must declare the full cost of rebuilding the property and replacing the goods; failure to do so may invalidate your policy or reduce claims settlements.

## Ensuring You Have Continuous Cover

If you are considering not renewing with us, make sure you can get the alternative cover you need before your policy ends.

## Copy Policy Availability

A copy of all your policy documentation is available online at [tsb.co.uk/myinsurance-logon](https://tsb.co.uk/myinsurance-logon) or through your Internet Banking. However if you require a paper copy of the policy document, please let us know by calling **0345 030 8778** or writing to TSB Insurance Customer Service Centre, PO Box 7463, Perth PH2 0YX.

## Telephone Call Recording

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