

## Marks and Spencer Financial Services plc Important Information About our insurance services to you

M&S Bank and M&S Insurance are trading names of Marks & Spencer Financial Services plc. Registered in England No. 1772585. Registered office: Kings Meadow, Chester, CH99 9FB. Marks & Spencer Financial Services plc is part of HSBC Group. Marks & Spencer is a registered trademark of Marks and Spencer plc and is used under licence. © Marks & Spencer Financial Services plc. All rights reserved.

### Who regulates us?

The Financial Conduct Authority (“**FCA**”) is the independent watchdog that regulates financial services, including insurance. We are authorised by the Prudential Regulatory Authority (“**PRA**”) and regulated by the PRA and the FCA as an insurance intermediary.

We are registered on the Financial Services Register as: Marks & Spencer Financial Services under registration no. 151427.

You can check this on the Financial Services Register by visiting the Financial Conduct Authority website <http://register.fca.org.uk>.

### Who do we act for?

We are permitted by Aviva Insurance Limited (“**Aviva**”) to promote, sell and service your M&S Home Insurance policy (“**policy**”) as an insurance intermediary.

### Whose products do we offer?

We only offer home insurance underwritten by Aviva Insurance Limited.

### Which services will we provide you with?

If you purchase your policy by telephone or online, you will not receive advice or a personal recommendation from us. We will help you make the right choice by asking some questions to narrow down the selection of cover options and provide information relevant to your demands and needs. You will then need to make your own choice about how to proceed.

### What will you have to pay us for our services?

No fee has been charged by M&S Insurance for arranging this policy.

M&S Insurance receives a commission from Aviva in relation to any policy we promote, sell and service, which means that a percentage of the premium you pay is given to us. We may also receive additional commission from Aviva dependent on the performance of our insurance business with Aviva.

### Ownership

Marks & Spencer Financial Services plc is a wholly owned subsidiary of HSBC UK Bank plc. HSBC Bank plc and HSBC UK Bank plc are members of the HSBC Group, the ultimate parent company of which is HSBC Holdings plc. HSBC Holdings plc beneficially holds 100% of both the shares and voting power of HSBC Bank plc and HSBC UK Bank plc.

### What to do if you have a complaint about M&S Insurance?

Every effort is made to ensure that high standards of service are maintained. However, if you need to bring any matter to M&S Insurance’s attention or wish to register a complaint about M&S Insurance, please contact us:

- in writing: to Head of Customer Relations, M&S Home Insurance, PO Box 7463, Perth, PH2 0YX.
- by telephone: 0800 015 7760. Lines are open 8am to 9pm Monday to Friday, 9am to 6pm Saturday and 10am to 2pm Sunday.

To help us continually improve our service, and in the interests of security, your communications may be monitored and/or recorded. Following the complaints procedure does not affect your right to take legal action.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (“**FOS**”). Further information is available by contacting them on 0800 023 4567 or by visiting their website on:

<http://www.financial-ombudsman.org.uk/>.

### Is M&S Insurance covered by the Financial Services Compensation Scheme (FSCS)?

Our obligations are covered by the Financial Services Compensation Scheme (FSCS). If we were unable to meet our obligations, you could be entitled to compensation from this scheme, depending on the type of insurance and the circumstances at the time.

We are protected by the FSCS. You may be entitled to compensation from the scheme if it cannot meet its obligations.

Further information about compensation scheme arrangements is available on the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or call on 0800 678 1100.

### Change of insurer(s)

We may from time to time use a different insurer to provide you with this product. A change of insurer may take place at any time. We will notify you prior to any change of insurer and advise you of any change in the policy terms. You will have the opportunity to terminate this policy both before and after such a change becomes effective.

# Privacy Notice

## Who are we and who are the data controllers?

Aviva Insurance Limited (Aviva) is the insurer of M&S Home Insurance. Aviva collects and uses personal information about you so that they can provide you with a policy that suits your insurance needs. Some of this information may be collected directly from you and some may be collected from other sources including M&S Bank (a trading name of Marks & Spencer Financial Services plc), for example, during the sale of the policy. Aviva, is the data controller in respect of your personal information that it has received from M&S Bank, as distributor, and also in respect of any information that it has collected directly from you or from other sources as set out in its Privacy Notice.

M&S Bank, Kings Meadow, Chester, CH99 9FB, is responsible for the promotion and distribution of your M&S Home Insurance. We will collect and use personal information about you during the promotion and sale of the product which may be provided by you but could also include information that we have previously collected about you, e.g. any information held about you as a banking customer. M&S Bank is the data controller for this information which will be shared with Aviva as set out in its Privacy Notice.

## An overview of how M&S Bank will collect your data and use your information

M&S Bank will share your personal information with Aviva to enable Aviva to provide you with a quote, administer your policy and manage your claims. If you make a claim, any information you give to us, or to Aviva, may be put in a register of claims database and it may be shared with other insurers to prevent fraudulent claims.

Please read an overview of our Privacy Notice below. You can access the full Privacy Notice at [www.marksandspencer.com/bankprivacynotice](http://www.marksandspencer.com/bankprivacynotice) or by writing to: M&S Bank, Kings Meadow, Chester, CH99 9FB.

This provides an overview of:

- the types of information we collect about you
- how we collect and use it
- who we might share it with
- the steps we'll take to make sure it stays private and secure.

We'll also explain your rights to your information. This is just an overview of some key points. A full description is contained in the Privacy Notice which you can obtain by visiting [www.marksandspencer.com/bankprivacynotice](http://www.marksandspencer.com/bankprivacynotice) or by writing to: M&S Bank, Kings Meadow, Chester, CH99 9FB.

## Who we are

When we say 'we', we mean M&S Bank who is the data controller for your M&S Home Insurance. The data controller is responsible for deciding how your information is used and ensuring it is private and secure.

M&S Bank is a trading name of Marks & Spencer Financial Services plc. Registered in England No. 1772585. Marks & Spencer Financial Services plc is entered in the Financial Services Register. Registration No. 151427. You can check the above registration details on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

M&S Bank is part of the HSBC Group of companies.

## The information we collect

We collect information about you from different places including:

- directly from you
- from a third party acting on your behalf e.g. an intermediary or broker
- from other HSBC companies
- from Marks and Spencer plc
- from publicly available sources
- when we generate it ourselves
- from other organisations.

We'll only collect your information in line with relevant regulations and law and this may relate to any of our products or services you apply for, currently hold or have held in the past.

You're responsible for making sure you give us accurate and up-to-date information. If you provide information for another person on your account, you'll need to tell them how to find the Privacy Notice and make sure they agree to us using their information for the purposes set out in it.

## How we'll use your information

We'll use it to provide any products and services you've requested and other purposes, for example:

- to confirm your identity and address
- to understand how you use your accounts
- to carry out your instructions
- to improve our products and services

- to offer you other services we believe may benefit you unless you ask us not to.

We'll only use your information where we're allowed to by law e.g. carrying out an agreement we have with you, fulfilling a legal obligation, because we have a legitimate business interest or where you agree to it.

We may use automated systems to help us make credit decisions as well as carrying out fraud and money laundering checks.

### Who we can share your information with

M&S Bank will share your personal information with the insurer to enable the insurer to provide you with a quote, administer your policy and manage your claims. If you make a claim, any information you give to us, or to the insurer may be put in a register of claims database and it may be shared with other insurers to prevent fraudulent claims.

We may share your information with other HSBC Group members and any subcontractors, agents, or service providers who work for us or other HSBC Group companies as well as Marks and Spencer plc. We may also share your information with others outside of the HSBC Group e.g. regulators, insurers, other financial institutions, brokers, agents as well as credit reference and fraud prevention agencies.

### Sensitive information

When you apply for insurance, you may need to give us sensitive health information if the insurer needs this to give you a quote. We will keep this information secure and process it in accordance with relevant laws and regulations. Where appropriate, we will ask for consent to collect and use this information.

### How long we'll keep your information

We'll keep your information for as long as you have a relationship with us. After it ends we'll keep it where we may need it for our legitimate purposes, to help us respond to queries or complaints, or for other legal and regulatory reasons, including for example, fighting fraud and financial crime and responding to requests from regulators.

### Transferring your information overseas

Your information may be transferred and stored in countries outside the European Economic Area (EEA), including some that may not have laws offering the same level of protection for personal information. When we do this, we'll ensure an appropriate level of protection is maintained.

### Your rights

You have a number of rights relating to your information e.g. to see what we hold, to ask us to share it with another party, to ask us to update incorrect or incomplete details, to object to or restrict processing of it or to make a complaint etc.

For a fuller statement of your rights and how to complain if you're unhappy with anything you think we are doing, please see the full Privacy Notice.

### More information

If you'd like more details about anything covered in this summary, please see our full Privacy Notice. You can view or download a copy by visiting [www.marksandspencer.com/bankprivacynotice](http://www.marksandspencer.com/bankprivacynotice) or if you prefer paper, give us a call on 0345 900 0900 and we'll send you one in the post.

### Renewing Your Insurance

We will contact you in writing at least 21 days before your home insurance renewal date and will either:

1. Provide 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
  - check that the information you have provided is still correct, and update us with any changes
  - outline the price for the next year

If you wish to make any changes at renewal, please call **0800 015 7760**.

Or

2. let you know that we are unable to renew your home insurance. Reasons why this may happen include but are not limited to the following:
  - the product is no longer available
  - we are no longer prepared to offer you insurance for reasons such as:
    - we reasonably suspect fraud
    - your claims history
    - you are no longer eligible for cover

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 home insurance.

### Ensuring You Have Continuous Cover

If you're thinking of cancelling or not renewing, make sure you can get the alternative cover you need before your policy ends.

## Automatic Renewal of Your Policy

We will contact you at least 21 days before your renewal date.

Where we offer you renewal terms and you have chosen to automatically renew your policy, your new 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://insuranceservicing.marksandspencer.com/MyAccount/login>
- calling **0800 015 7760**
- writing to M&S Insurance, PO Box 7463, Perth, PH2 0YX.

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

We will not automatically renew your policy if:

- you have chosen a payment method that doesn't offer automatic renewal
- you have opted out of your automatic renewal
- you have a poor payment or credit history.

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.

## Important Information

Please read the information below carefully and retain for your future reference.

M&S Home Insurance is underwritten by Aviva Insurance Limited. M&S Insurance arranges your Home insurance as an intermediary only through Aviva Insurance Limited and M&S Insurance acts on behalf of the insurer.

## Aviva Insurance Limited - Important Information

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

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 outlines some important details about your policy and explains how your personal information will be looked after.

### Contract of Insurance

The contract of insurance between you and us consists of the following elements, please read them and keep them safe:

- your Policy Booklet;
- information contained on your application form and/or 'Statement of Fact' document;
- your Schedule (including any clauses shown on it);
- information under the heading 'Important Information' which we give you when you take out or renew your policy;
- changes to your policy or Important Information in notices we give you at renewal
- In return for you paying the premium and complying with the policy terms and conditions we will insure you for anything shown in your policy booklet which your schedule shows is covered during the period of insurance.

### Information and changes we need to know about

You need to take reasonable care to give us full and correct answers to the questions we ask when you take out your policy, or make any changes or renew it. You need to read the assumptions we made about you and anyone else to be covered under the policy as shown in your Statement of Fact or your Schedule including (but not limited to):

- leaving your home unoccupied for more than the agreed number of days
- letting your home or using it for business (except office work)
- anyone who is (or to be) insured being charged or convicted of a (non-motoring) criminal offence.

Please also tell us if:

- you are intending to alter or renovate the buildings (though not minor cosmetic changes such as re-decorating);
- you plan to lend your home;
- the people to be insured change.

We will tell you if we can accept the change and if so, whether it will result in revised terms and/or premium being applied to your policy. If any information you provide is not complete and accurate we may:

- cancel your policy and refuse to pay any claim; or
- not pay any claim in full; or
- change one or more of:
  - the premium;
  - the excess;
  - the extent of cover.

If you are in any doubt or need to contact us about your M&S Home Insurance, please call us on **0800 015 7760**.

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 we may:

- revise the premium, or
- cancel your policy and refuse to pay any claim, or
- not pay any claim in full.

## Adequacy of Sum Insured

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

## Data Protection – Privacy Notice

Aviva Insurance Limited is the main company responsible for your Personal Information (known as the controller). Marks & Spencer Financial Services plc, who are responsible for the sale and distribution of the product are an additional controller.

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, including Marks & Spencer Financial Services plc. 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](http://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.

Your Personal Information may be shared with other Aviva group companies and third parties (including Marks & Spencer Financial Services plc and 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).

## Fraud Prevention and Detection

In order to prevent and detect fraud we and the insurer 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 and the insurer suspect fraud, we and the insurer will record this to prevent fraud and money laundering.
- We and the insurer 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 contact:

Policy Investigation Unit, Aviva, PO Box 121, Surrey Street, Norwich, NR1 3ZH. Telephone: 0345 300 0597. Email: [PIUUKDI@AVIVA.COM](mailto:PIUUKDI@AVIVA.COM)

We the insurer 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 furnish us with other satisfactory proof of identity;
- check details of job applicants and employees.

## The Use of Third-Party Information

In assessing your application now or at renewal, to prevent fraud, check your identity and to maintain our policy records, M&S Bank plc and the insurers may:

- search publicly available files provided by credit reference agencies. The insurer may use a number of factors to provide you with a quote for your insurance including publicly available information such as electoral roll, County Court Judgments and bankruptcies which they obtain from credit reference agencies.

A record of this search will be visible to you if you request your credit report and also to any other organisation undertaking a search for the same purpose i.e. General Insurance related. This search will appear on your credit report as

a “General Insurance (non-credit)” search. Each lender may have its own criteria in establishing how and whether any such search impacts its decision-making process.

- use information relating to you and your home supplied to us by other third parties.

### **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 the insurer about an incident they will pass information relating to it to a database.
- The insurer 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 these notices to anyone who has an interest in the property under the policy.

### **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 ‘General conditions’ section in your policy document which explains how this works.

To exercise your right to cancel, please call **0800 015 7760**.

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 ‘Cancellation Rights’ section of your policy document.

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

We hope that you are very happy with the service provided. However, if for any reason you are unhappy with it, in the first instance, please call us on 0800 015 7760.

#### **What will happen if you complain**

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers’ concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

#### **What to do if you are unhappy**

Marks & Spencer Financial Services plc and Aviva are covered by the Financial Ombudsman Service. If you have complained to Marks & Spencer Financial Services plc or Aviva and your complaint has not been resolved to your satisfaction, you may refer it to the Financial Ombudsman Service at: The Financial Ombudsman Service, Exchange Tower, London, E14 9GE.

Telephone: 0800 023 4567 (Calls from UK landlines or mobiles are free) or 0300 123 9123. Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

Please be aware that the Financial Ombudsman Service will only be able to consider your complaint after we have had the opportunity to consider and resolve it.

### **Financial Services Compensation Scheme**

We are members of the Financial Service Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim. Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk).

### **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.

### **Use of language**

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

### **Aviva’s Regulatory Status**

The insurer of M&S Home Insurance is Aviva Insurance Limited. Registered in Scotland No. 21 16. 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).

**Concerned about flooding?**

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

**Telephone Call Recording**

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of call 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.

**Customers with disabilities**

This policy and other associated documentation is also available in large print, audio and Braille. If you require any of these formats please contact us on 0800 015 7760.