

M&S Home Insurance

Data Protection Act - use of your information

By supplying data to us you will provide information about yourself and others, which the Data Protection Act defines as personal data or sensitive personal data. For the purposes of the Data Protection Act 1998 the Data Controllers in relation to the personal data you supply are Marks & Spencer Financial Services plc and AXA Insurance UK plc. We, us and our, refer to Marks & Spencer Financial Services plc and AXA Insurance UK plc. HSBC Group means HSBC Holdings plc, its subsidiaries, associated and affiliated companies. Marks & Spencer Financial Services plc is a member of the HSBC Group. Marks and Spencer Group means Marks and Spencer plc and its subsidiaries, associated and affiliated companies. Information we hold about you will not be disclosed to anyone (including other members of the HSBC Group or the Marks and Spencer Group) other than where we are legally required to disclose, we have a public duty to disclose, our interests require disclosure, disclosure is made with your consent or as set out in the terms below. To enable us to assess your insurance risk and to enable any claims arising from this insurance to be processed, we will need to store and process sensitive personal data (such as details of health and criminal convictions).

Crime prevention

To prevent crime and to verify your identity, we may exchange information (both within the UK and, where appropriate, overseas) with other members of the HSBC Group and/or Marks and Spencer Group, and where appropriate, other organisations. In particular, if false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

Insurance administration, renewal and claims handling

Information you provide about yourself and others will be used for insurance administration, including renewal and claims handling. We exchange information with insurers through various databases to check information provided and to prevent fraudulent claims. We may disclose any information relating to any account where in our reasonable opinion this is necessary for the prevention and detection of fraud or money laundering or we have a legal obligation to disclose it to any person, including the police making the request. We may check your details with fraud prevention agencies and if you give us false or inaccurate information and we suspect fraud, we will record this. We may share this information within the HSBC Group, Marks and Spencer Group and with other organisations approved by Marks and Spencer plc to make decisions about you for insurance purposes. Should you need to make a claim we will obtain and exchange claims information with other insurers, this is common practice within the industry and prevents fraudulent claims.

Data processing

The HSBC Group, members of the Marks and Spencer Group and other companies approved by Marks and Spencer plc (which may include insurance companies) may record, exchange, analyse and use relevant information about you and your relationships with the HSBC Group and/or members of the Marks and Spencer Group (including the nature of your transactions) for testing, monitoring, training, credit assessment, credit and/or risk management, market research, insurance and administrative purposes. This may include information provided by you, or someone acting on your behalf. We may make such information about you and your relationships available to members of the HSBC Group, members of the Marks and Spencer Group and/or other companies approved by Marks and Spencer plc for these purposes. Relevant information may also be exchanged with members of the HSBC Group and/or Marks and Spencer Group and others, for audit purposes and if required by appropriate governmental and non-governmental regulators or ombudsmen. We may use other HSBC Group companies and/or third parties to process information and provide services on our behalf. Whether it is processed in the UK or overseas, your information will be protected, in accordance with data protection legislation, by a strict code of secrecy and security which all members of the HSBC Group, their staff and any third parties are subject to and will only be used in accordance with our instructions.

Miscellaneous

To ensure that we carry out your instructions accurately, to help us to continually improve our service and in the interests of security, we may monitor and/or record your telephone calls with us. Any recordings remain our sole property.

How to contact us

On payment of a statutory fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or would like to find out more about this notice you can write to: The Data Protection Officer, AXA Insurance, Brooke Lawrence House, Civic Drive, Ipswich, Suffolk, IP1 2AN.

Information about products and services

With your permission, Marks & Spencer Financial Services plc, other members of the HSBC Group, members of the Marks and Spencer Group and other organisations approved by Marks and Spencer plc (which may include

insurance companies) may share information about you to enable each of us to keep you informed about special offers, products and services available from the HSBC Group, the Marks and Spencer Group and selected third parties by post, telephone, email, mobile text and picture messaging. You agree that, to determine which products or services may be of interest to you, information about you may be analysed. If you do not want to be contacted about such special offers, products and services please let us know.

Change of insurer

Periodically, for commercial reasons, M&S Insurance may decide to change its chosen insurer(s). In some circumstances we will write to you not less than 21 days before your current insurance expires with details of the new proposed insurer and any other changes to your policy cover.

Renewal information

Each year we will send you renewal terms. These may include renewing to a different M&S Insurance provider if your existing insurer is not offering renewal. If you pay your premium by Direct Debit, credit or debit card or other continuing payment authority, your existing policy may automatically be renewed. If we are able to do this, unless we hear from you, your cover will automatically be renewed to the insurer named in our renewal letter. The renewal terms will include any changes that apply to your policy cover. If you do not want to renew your policy, please let us know before the renewal date. If you do not tell us and your policy is renewed, we will continue to deduct the new premium from your bank or credit card account.

Your obligations

It is important that the information you provide throughout the quote and duration of the policy is accurate. Failure to disclose correct and complete information to the best of your knowledge may result in increased premiums, refusal of a claim or not being fully paid, your policy being cancelled or treated as if it never existed and your premiums may not be refunded.