

## Important Information

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

M&S Travel Insurance is 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.

### **Aviva Insurance Limited – Important Information**

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.

## Aviva Insurance Limited - Important Information

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### **Information and changes we need to know about**

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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 Schedule carefully and let us know if anything is incorrect.

Please tell us about any changes to your circumstances as soon as possible after you've taken out the policy.

You must also tell us immediately about the following changes:

- you are travelling to a country that is not included in the area covered under your policy, other than refuelling stops that do not include an overnight stay.
- you are planning a trip that is over the trip duration as shown in your Schedule or you make changes to your trip and will be staying longer than the date shown on your Schedule.

If you are in any doubt or need to contact us about your M&S Travel Insurance, please call us on **0800 051 6670**.

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.

If you have chosen an Annual Multi trip policy, each renewal invitation is offered using the information we have at the time it is issued. You should tell us about any changes to your circumstances, including any changes to an existing medical condition or diagnosis of a new condition. 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.

Please keep a record (including copies of letters) of all information supplied to us for future reference.

### **Aviva's Regulatory Status**

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The insurer of M&S Travel 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) or by contacting them on 0800 111 6768.

## Data Protection Act and using your information

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For the purposes of the Data Protection Act 1998, the Data Controllers in relation to any personal data you supply are Aviva and Marks & Spencer Financial Services plc (the Data Controllers).

The personal information that you have given will be held by Aviva as the insurer for M&S Travel Insurance. It will also be held by Marks & Spencer Financial Services plc so they can manage their relationship with you.

Your personal information will be treated as private and confidential at all times. It may be disclosed to third parties if permitted under the terms evidenced in this document or under the terms of the Marks & Spencer Financial Services plc Privacy Notice found on [bank.marksandspencer.com/legal-information/website-terms-and-conditions/](https://bank.marksandspencer.com/legal-information/website-terms-and-conditions/).

You can ask for a copy of the information held about you. A fee will be charged for this service.

For more details on accessing information held about you by Marks & Spencer Financial Services plc write to:

Subject Access Requests  
Information Support Team  
M&S Bank  
Kings Meadow  
Chester  
CH99 9FB

Or for information held by Aviva, write to:

The Data Protection Team  
Aviva  
Pitheavlis  
Perth  
PH2 0NH

### Insurance administration

Your information may be used for the purposes of insurance administration by the insurer, their associated companies and agents and by re-insurers, including to contact you by post, telephone, SMS or email. You can ask for contact by these methods to stop at any time.

It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing our compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.

If you give the Data Controllers information about another person, in doing so you confirm that they have given you permission to provide it to the Data Controllers and for the Data Controllers to be able to process their personal data (including any sensitive personal data) and also that you have told them who the Data Controllers are and what they will use their data for, as set out in this notice.

### Use of third party information

In assessing your application and/or renewal, to prevent fraud, check your identity and to maintain policy records, we or our agents may undertake checks against publicly available information (such as electoral roll, County Court Judgments, bankruptcy orders or repossessions). Similar checks may be made in assessing any claims made. Information may also be shared with other insurers either directly or via those acting for us (such as loss adjusters or investigators).

### Sensitive data

In order to assess the terms of the insurance contract or administer claims that arise, the Data Controllers may need to collect data that the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this policy, you are consenting to such information being processed by the Data Controllers or their agents.

### Contacting you about other products and services

Marks & Spencer Financial Services plc may use your information to inform you about other products and services that may be of interest to you. This contact may be by mail, telephone, email or SMS, unless you ask us not to do so.

Full details of how Marks & Spencer Financial Services plc uses your information are available in the Privacy Statement at [bank.marksandspencer.com/legal-information/website-terms-and-conditions/](https://bank.marksandspencer.com/legal-information/website-terms-and-conditions/).

## Fraud prevention and detection

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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. You should show these notices to anyone who has an interest in the insurance under this policy.

## Your premium

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Your premium includes insurance premium tax (IPT) at the appropriate rate where applicable.

## If you have a complaint

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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 051 6670**.

### 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.

If you have taken a product out with us online or by telephone, you can also use the European Commission's online dispute resolution (<http://ec.europa.eu/odr>) service to make a complaint. The purpose of this platform is to identify a suitable Alternative Dispute Resolution (ADR) provider and we expect that this will be the Financial Ombudsman Service. 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.

## Choice of law

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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.

## Changing your insurer

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We/us/our in this section means Marks & Spencer Financial Services plc.

As part of our commitment when we provide our insurance services to you, we keep the insurance products we offer under review so that we can continue to deliver value for money and ensure the best quality. This may from time to time involve changing an insurer and the terms and conditions of your cover. You authorise us to do this.

If we decide to change the insurer or the terms of cover, we'll give you plenty of advance notice with full details of the new insurer and any changes to the terms of your cover. It will not affect your statutory rights. You authorise us to pass your personal data to a new insurer for this purpose and we will make sure they agree to keep your data secure. We will give you details of how to contact us if, after reviewing the relevant details, you would prefer not to receive cover from the new insurer.

## Customers with disabilities

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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 051 6670**.

## Use of language

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

## Your cancellation rights

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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, you will be entitled to a full refund of the premium paid provided you have not travelled, and there has been no claim or incident likely to give rise to a claim. If you cancel after this time, no refund will be made.

To exercise your right to cancel, please call **0800 051 6670**.

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.

## Renewing your insurance

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We will contact you in writing at least 21 days before your travel 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 051 6684**.

Or

let you know that we are unable to renew your travel 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 travel insurance.

Please read "Cancellation Rights" in your policy booklet which explains how this works.

## Ensuring you have continuous cover

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

## Telephone call charges and recording

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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.

## Financial Services Compensation Scheme (FSCS)

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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).

# Marks & Spencer Financial Services plc - Important Information

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## 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 Aviva Insurance Limited. We, us and our, refer to Marks & Spencer Financial Services plc and Aviva Insurance Limited. 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 team, Aviva, Pitheavlis, Perth, PN2 0NH.

## 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.