

# Commercial New Business Declaration



Name of Proposer:


Intermediary:

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Intermediary Quote Reference:

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Aviva Quote Reference:

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## Important Notice

This declaration should be read in conjunction with the risk presentation provided to Aviva by your insurance intermediary. The information contained in the risk presentation has been used to calculate the premium, terms and conditions of the quotation and will form the basis of the insurance contract between You (the proposer) and Us (Aviva). It is therefore important that you read this before you sign the declaration as any inaccuracies or omissions could invalidate your insurance protection.

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## Material Facts

### Important Notice

All material facts must be disclosed. Failure to do so could invalidate the policy. A material fact is one which is likely to influence an insurer in the acceptance and assessment of the risk presentation, e.g. intended unoccupancy of the property, any offences such as fraud, robbery, theft or handling stolen goods, or prosecutions pending. If you are in any doubt as to whether a fact is material then it should be disclosed to the insurer. If any changes in circumstances arise during the period of insurance cover please provide your insurer with details.

A specimen copy of the policy wording is available on request. We recommend you keep a record (including copies of letters) of all information provided to the insurer for your future reference. A copy of the completed risk presentation will be supplied on request within a period of three months after its completion.

Disclosures should be clear and specific. The insurer will not be deemed to have knowledge of any information generally referred to (for example the contents of company websites listed in the risk presentation) or any matter not expressly drawn to our attention.

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## Data Protection Act

For the purposes of the Data Protection Act 1998, the Data Controller in relation to any personal data you supply is Aviva Insurance Limited.

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

## **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 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.

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 your business 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;

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

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## **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.

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## **Insurance Administration**

Your information may be used for the purposes of insurance administration by the insurer, its associated companies and agents, by reinsurers and your intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's 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 us information about another person, in doing so you confirm that they have given permission to provide it to us and for us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.

In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

In assessing any claims made, the insurer or its agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy orders or repossessions). Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators).

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## **Credit Searches and Accounting**

In assessing your application, to prevent fraud, check your identity and to maintain its policy records, the insurer may search files made available to it by credit reference agencies who may keep a record of that search. The insurer may also pass to credit reference agencies information it holds about you and your payment record. The information will be used by other credit lenders for making credit decisions about you and the people with whom you are financially associated for fraud prevention, money laundering prevention and for tracing debtors.

The insurer may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by the insurer, acceptance or rejection of your application will not depend only on the results of the credit scoring process.

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## **Sensitive Data**

In order to assess the terms of the insurance contract or administer claims that arise, the insurer may need to collect data that the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this application you will signify your consent to such information being processed by the insurer or its agents.

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## **Marketing**

Aviva group, its agents and business partners may use your information to keep you informed by post, telephone, facsimile, e-mail, text message or other means about products and services which may be of interest to you. Your information may also be disclosed and used for these purposes after your policy has lapsed. By providing us with your contact details, you consent to being contacted by these methods for these purposes. If you do not wish to receive marketing information, please write to Aviva, FREEPOST, Mailing Exclusion Team, PO Box 6412, Derby, DE1 1SB.

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## **Choice of Law**

The appropriate law as set out below will apply unless you and the insurer agree otherwise:

1. The law applying in that part of the UK, Channel Islands or Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives; or
  2. In the case of a business, the law applying in that part of the UK, Channel Islands or Isle of Man where it has its principle place of business; or
  3. Should neither of the above be applicable, the law of England and Wales will apply.
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## **If You Have a Complaint**

We hope that you will be happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you. In the first instance, please telephone your Insurance advisor or usual Aviva point of contact. We are covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may be entitled to refer it to this independent body. Following the complaints procedure does not affect your rights to take legal action.

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## **Telephone Call Recording**

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

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**DECLARATION**

You understand the contents of this application and You declare that the information given is, to the best of Your knowledge and belief correct and complete. You agree that any statements in this application shall form the basis of the contract between Us and You and if the risk is accepted You undertake to pay the premium when called upon to do so. You understand that your information may also be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing our compliance with any regulatory rules/codes.

Signed:  Date:

Position Held:

**Aviva Insurance Limited** Registered in Scotland No 2116 Registered Office: Pitheavlis, Perth, Scotland, PH2 0NH  
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