

# Changes to our business

Information for transferring policyholders  
and claimants

**This guide explains the proposed transfer of a number of policies from Aviva Insurance Limited to Aviva Insurance Ireland DAC**

**September 2018**



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## 1 Introduction

This guide explains our proposal to transfer a number of policies provided by Aviva Insurance Limited ('**AIL**') to Aviva Insurance Ireland Designated Activity Company ('**AIIDAC**').

In this guide, the covering letter and other related materials, we refer to our proposals as 'the **Scheme**'.

Please read this guide so you understand the **Scheme** and what it may mean for you and your policy (or policies). We explain the effects on your policy (or policies) in sections 2 and 3.

You have a right to object to the transfer if you believe you'd be negatively affected. You also have the right to attend the final **Court** hearing. You can find more details about how to do this in section 5.

We've emphasised some of the terms in this guide in **bold** and defined these terms in section 9.

This guide is relevant to you because you have a policy (or policies) transferring under the **Scheme**. If you're a claimant in relation to a policy, you should also read this guide as it's relevant to you.

You may receive other communications from us in respect of the **Scheme** if you have more than one policy with Aviva.

This guide contains:

- information about what the **Scheme** means for you and your policy (section 2) and your payments (section 3);
- details of the process we'll follow to transfer your policy (section 4);
- what you should do next (section 5);
- details of how to contact us about the **Scheme** (section 6);
- a summary of the **Scheme** (section 7); and
- the formal **Legal Notice** that we must send you (section 8).

## 2 What the proposal means for you and your policy

This guide contains information for transferring **policyholders** of **AIL**. It explains what the **Scheme** means for you and your policy. If you have any concerns about the **Scheme**, you can find details of what to do in section 5.

If the **Court** approves the **Scheme**, **AIIDAC** will be the provider of your policy from the **Effective Time**.

In summary, as a result of the **Scheme**:

- apart from the change in the provider of your policy to **AIIDAC**, there won't be any changes to your policy terms and conditions, your policy number, features, benefits or premiums; and
- when you call us, you'll speak to the same team of people on the same phone number as you do now, and the level of service you receive will not be affected.

**The transfer will mean that some policies, or parts of policies, will no longer qualify for protection under the UK Financial Services Compensation Scheme. Eligible policies with risks in Ireland may benefit from protection under the Irish Insurance Compensation Fund. You can find more information about this in the Questions and Answers we've provided with your letter.**

## 3 What this means for your payments

If approved, the **Scheme** is expected to come into effect on 1 February 2019 (the '**Effective Time**'). You don't need to do anything and there will be no change to the timings, amounts or frequency of any payments to or from your policy, or changes to the dates of automated collections. If you pay premiums by direct debit, the transfer won't affect your direct debit arrangements although the name appearing on your bank statement may be slightly different to what it is today.

## 4 The transfer process

**AIL** and **AIIDAC** have applied to the **Court** for permission to transfer certain policies of **AIL** to **AIIDAC**. The court procedure is required by law.

Before the transfer can take effect, the **Court** must approve the **Scheme**. A final hearing has been scheduled for 15 January 2019 at the Court of Session at Parliament House, Parliament Square, Edinburgh EH1 1RQ.

If approved, the **Scheme** is expected to come into effect on 1 February 2019. After the final **Court** hearing, we'll update our website with the **Court's** decision.

From the **Effective Time**, the transferred policies become policies of **AIIDAC** in accordance with the **Scheme** and as described in section 7.

The **Court** will only approve the **Scheme** if it is satisfied that the **Scheme** is fair to **policyholders** as a whole and meets the legal requirements. To do this it will rely on the opinion of an **Independent Expert**. Our regulators, the Financial Conduct Authority ('**FCA**') and the Prudential Regulation Authority ('**PRA**') also have the right to be heard by the **Court**.

The **Independent Expert**, whose appointment has been approved by the **PRA**, in consultation with the **FCA**, has written a report on how the **Scheme** is likely to affect **policyholders**. This report provides detailed independent assessment of the implications of the **Scheme** for the fair treatment of **policyholders**. This report will help the **Court** to reach its decision and is also reviewed by the **FCA** and **PRA**, when they consider the **Scheme**.

We've sent you a summary of this report with your letter and this guide.

## 5 What you should do next

Please read all the information we've sent you to help you understand the **Scheme**.

If there's anyone else with an interest in your policy (or policies), for example if:

- you're a joint **policyholder**;
- you're a trustee;
- you've assigned your policy or it's held in trust;
- a trustee-in-bankruptcy, receiver or administrative receiver has an interest in your policy; or
- you've been granted a power of attorney over the policy;

please make sure they read this guide, which is also available on our website at <https://transfer.aviva.com/insurance/documents>.

If you have any questions which are not answered by this guide, you can find more information on our website at <https://transfer.aviva.com/insurance>, including a Questions and Answers section.

On the site you can also find other documents about the **Scheme**, such as the full **Scheme** document and the full report of the **Independent Expert**, a summary of that report and the **Independent Expert's** supplementary report (when available) all free of charge. You can also call us on the number shown on your letter for any questions you have about the **Scheme**, or to request copies of these documents.

You can also see or obtain all of these documents in person at one of our offices below:

- Ireland: One Park Place, Hatch Street, Dublin 2
- Ireland: Block A, Galway West Business Park, Distributor Road, Knocknacarra, Galway
- Ireland: Avenue 5000, Cork Airport Business Park, Cork, T12 FDN3
- UK: St Helen's, 1 Undershaft, London, EC3P 3DQ
- UK: 8 Surrey Street, Norwich, NR1 3NG
- UK: Pitheavlis, Perth, PH2 0NH

If, having read the information available, you believe that you would be negatively affected by the **Scheme** and wish to object, then you can call us or write to us at the address shown on your letter, setting out the reasons for your objection, or you can complete an online objection form on our website at <https://transfer.aviva.com/insurance/objection>.

We will submit any objections we receive to the **Court** and you should ideally send us the details of any objection by 4 January 2019 so that the **Court** has time to consider it.

The **Court** will consider whether to approve the **Scheme** at the final court hearing which has been scheduled for 15 January 2019 at Parliament House, Parliament Square, Edinburgh EH1 1RQ.

You also have the right to put your objection directly to the **Court** as formal written **Answers**. If you wish to lodge **Answers**, we recommend that you take advice from a solicitor qualified in Scots law who will also be able to advise you of the court fee payable.

Anyone who has lodged **Answers** has the right to attend the final court hearing and confirm the objections which are set out in the **Answers**. You can ask your legal representative to attend the hearing on your behalf. If you lodge **Answers** but you or your legal representative do not attend the final court hearing, the **Court Reporter** will still consider the **Answers**.

The practice of the **Court** is also to take into account all objections or representations which are made in writing or in person at the final court hearing, even if they are not in the form of **Answers**.

If you wish to attend the final court hearing it would help if you could write to us at the address shown on your letter by 4 January 2019, so that we can advise the **Court**.

## 6 How to contact us about the Scheme

You can make enquiries about the **Scheme**, obtain the full **Scheme** document, a copy of the **Independent Expert's** report, a summary of that report and the **Independent Expert's** supplementary report (when available) and other relevant information including a Questions and Answers section, all free of charge from our website at <https://transfer.aviva.com/insurance>. Or you can call us on the number shown on your letter.

Alternatively, you can request copies of the material or put any questions you may have by writing to us at the address shown on your letter.

If you want to register an objection to the **Scheme** you can do this online at <https://transfer.aviva.com/insurance/objection>. Or you can call us on the number shown on your letter.

### Further information

We have produced the following **Scheme**-related documents which are available free of charge to all **policyholders**.

**Policyholder** communications:

- Guide for transferring **policyholders** (this document)
- Letter to **ALL policyholders** transferring to **AIIDAC**
- Summary of the **Independent Expert's** report

Technical documents:

- The full **Scheme** document
- The full report of the **Independent Expert**, including the **Independent Expert's** supplementary report (when available)

## 7 Summary of the Scheme

The following information is a summary of the key terms of the full **Scheme** document that you can find on our website at <https://transfer.aviva.com/insurance/documents>. We can post the full **Scheme** document to you free of charge. Please call us on the number shown on your letter if you'd like a copy.

### Rationale

We're preparing for anticipated changes in the law as a result of the UK's expected withdrawal from the European Union ('EU'). Companies based in the UK, including **AIL**, may lose the right to carry out business in countries in the EU or the European Economic Area ('EEA') in the same way as they do now. This means we may be unable to administer your policy in the same way. **AIIDAC** is incorporated in the Republic of Ireland, a country within the EU, and will be able to cover the EU/EEA risks under your policy.

The proposed transfer will provide certainty for customers who may be affected by these changes.

### What we're transferring

If the **Court** approves the **Scheme**, at the **Effective Time** (expected to be 1 February 2019), the following types of policies, together with related contracts, assets and liabilities will transfer from **AIL** to **AIIDAC**:

- all policies issued by **AIL** through our branch in the Republic of Ireland (including policies where **AIL's** records show that all or part of the risk insured is situated in the United Kingdom);
- certain policies issued by **AIL** through our former branch in France;
- certain policies issued by **AIL** through our former branch in Belgium; and
- certain commercial and retail policies issued by **AIL** where **AIL's** records show that all or part of the risk insured is situated in EU/ EEA states other than the United Kingdom.

We call these policies collectively, the '**Transferred Business**'.

Some policies written in the UK cover risks situated in both the EU/EEA and in the UK or elsewhere in the world. In these cases, only the EU/EEA part of cover will transfer to **AIIDAC**. Examples of these are UK home insurance where the same policy covers both a main home in the UK and a holiday home in the EU/EEA or UK commercial insurance which covers both a UK-based business and premises in the EU/EEA.

After the transfer, **AIIDAC** will be responsible for all liabilities related to the **Transferred Business**.

### Changes as a result of the Scheme

Apart from the change in the provider of the transferred policies to **AIIDAC**, there won't be any changes to policy terms and conditions, policy numbers, features, benefits or premiums as a result of the **Scheme**. Any payment instruction in place before the transfer (for example a direct debit) will be automatically transferred so that it becomes an instruction in relation to **AIIDAC**.

Some customers may lose access to the UK's Financial Services Compensation Scheme, although protection under the Irish Insurance Compensation Fund will continue for eligible customers in Ireland. Please refer to the Questions and Answers provided with your letter to see how this applies to you.

Any proceedings brought against **AIL** in connection with Transferred Business will, after the **Effective Time**, continue automatically against **AIIDAC**. After the **Effective Time**, any proceedings brought in connection with **Transferred Business** should be brought against **AIIDAC** instead of **AIL**.

## Costs of the Scheme

**Policyholders** will not pay for the costs and expenses incurred in implementing the **Scheme**. **Aviva** will be responsible for the costs of implementing the **Scheme**.

## Data Protection

From the **Effective Time**, **AIIDAC** will become the data controller for personal information for transferring policies. **AIIDAC** will have the same duty to respect the confidentiality and privacy of that information as **AIL** had before the transfer and the way **AIIDAC** protects and uses that personal information won't change.

**AIIDAC** is governed by the General Data Protection Regulation (GDPR) in terms of its rights and responsibilities in relation to data protection. You can find more information about how **AIIDAC** uses personal information at <https://aviva.ie/privacy>.

## Regulator in Ireland

**AIIDAC**'s regulator is the Central Bank of Ireland. Its contact details are:

PO Box 559

Dublin 1

Republic of Ireland

[enquiries@centralbank.ie](mailto:enquiries@centralbank.ie)

Telephone: +353 (0)1 224 6000

## 8 Legal Notice

### Notice of Application to the Court

**AVIVA INSURANCE LIMITED**

**And**

**AVIVA INSURANCE IRELAND DESIGNATED ACTIVITY COMPANY**

Notice is hereby given that on 30 August 2018 a Petition was presented to the Court of Session in Scotland (the “Court”) by (i) Aviva Insurance Limited (formerly CGU Insurance plc, General Accident Fire and Life Assurance Corporation plc, General Accident Fire and Life Assurance Corporation Limited, The General Accident Assurance Corporation Limited), incorporated under the Companies Acts, registered in Scotland (Company Number SC002116) and with its registered office at Pitheavlis, Perth PH2 0NH (“AIL”); and (ii) Aviva Insurance Ireland DAC (formerly Aviva OPP One DAC), a designated activity company registered in Ireland (Company Number 605769) and with its registered office at One Park Place, Hatch Street, Dublin 2, Ireland (“AIIDAC”), applying for, *inter alia*, an order of the Court under Part VII of the Financial Services and Markets Act 2000 (the “Act”) sanctioning a scheme (the “Scheme”). The Scheme provides that the following classes of general insurance business are to be transferred by AIL to AIIDAC: (i) all business effected by AIL on a freedom of establishment basis out of AIL’s branch in the Republic of Ireland (including such business where AIL’s records show that the risk is situated in the United Kingdom); (ii) certain business effected by AIL on a freedom of establishment basis out of AIL’s former branch in France; (iii) certain business effected by AIL on a freedom of establishment basis out of AIL’s former branch in Belgium; and (iv) certain commercial and retail business effected by AIL where AIL’s records show that the risk is situated in states in the European Union or European Economic Area other than the United Kingdom.

Copies of the Petition, a report on the Scheme prepared by an independent expert under section 109 of the Act, a statement setting out the terms of the Scheme and a summary of the report of the independent expert may be obtained by any person free of charge on Aviva’s website at <https://transfer.aviva.com/insurance/documents>. You can also request free copies of any of these documents by calling 0189 86521 in Ireland and 01603 606387 in the UK\* or by writing to Transfer Mailing (BAU I), PO Box 3660, Norwich, NR1 3EQ until the Scheme becomes effective, expected to be 00:01GMT on 1 February 2019.

In accordance with the Financial Services and Markets Act 2000 (Control of Business Transfers) (Requirements on Applicants) Regulations 2001, AIL and AIIDAC will publish a series of notices in relation to the application. Any person who believes that they would be adversely affected by the carrying out of the Scheme should lodge written Answers (formal written objections) to the Petition with the Court at Parliament House, Parliament Square, Edinburgh EH1 1RQ within 42 days of the publication of the last of these notices, which is expected to occur by 23 November 2018. Such persons may wish to seek independent legal advice.

In accordance with its present practice, the Court is also likely to consider any other objections to the Scheme which are made to it in writing or in person at the Court hearing to consider whether to sanction the Scheme, which is expected to take place at 9am on 15 January 2019 at the above address. Should the date or time change, the new date or time will be advertised on Aviva’s website at <https://transfer.aviva.com/insurance>

This notice is given pursuant to Regulation 3(2) of the Financial Services and Markets Act 2000 (Control of Business Transfers) (Requirements on Applicants) Regulations 2001.

Burness Paull LLP

50 Lothian Road

Edinburgh

EH1 2EN

(Solicitors in Scotland to Aviva Insurance Limited and Aviva Insurance Ireland DAC)

\* The phone lines will be open from 9am to 5pm Monday to Friday.

Calls are charged at standard call rates if calling from the UK and Ireland and at international call rates if calling from elsewhere. Charges may vary depending on your network provider. For our joint protection we may record and/or monitor telephone calls.

## 9 Terms used

In this guide, the following expressions have the meanings as shown:

**Aviva** – Aviva is the name we use to describe Aviva plc and all subsidiaries of that company.

**AIIDAC** – Aviva Insurance Ireland Designated Activity Company, a designated activity company registered in Ireland with Company Number 605769 and its registered office at One Park Place, Hatch Street, Dublin 2, Ireland.

**AIL** – Aviva Insurance Limited, a limited company incorporated in Scotland with registered number SC002116 and its registered office at Pitheavlis, Perth, PH2 0NH.

**Answers** – A formal written objection to an application to the **Court** which is usually drafted by Scottish lawyers on behalf of the person who wishes to object.

**Court** – The Court of Session in Edinburgh.

**Court Reporter** - A senior lawyer appointed by the **Court** to report to the **Court** on the facts and circumstances of the application and that the correct procedure has been followed.

**Effective Time** – The time and date on which the **Scheme** will take effect, being 00:01 GMT on 1 February 2019.

**FCA** – The Financial Conduct Authority.

**Independent Expert** – Simon Sheaf, who is a Fellow of the Institute and Faculty of Actuaries (IFoA) and experienced in the issues concerned with the transfer of general insurance businesses and who has been appointed, with the approval of the **PRA**, in consultation with the **FCA**, to independently consider the effect of the **Scheme** on **policyholders**.

**Legal Notice** – The notice of the application to the **Court** for the approval of the **Scheme**, set out in section 8.

**policyholder(s)** – The person(s) who is/are the legal owner of the policy, including any person(s) to whom, under the policy, a sum is due, a periodic payment is payable or any other benefit is to be provided.

**PRA** – The Prudential Regulation Authority.

**Scheme** – The proposed transfer of business described in this document, in its original form or with any modifications, additions or conditions which may be approved or imposed.

**Transferred Business** - All transferred policies as set out in the **Scheme** and summarised in section 7 of this guide.



Aviva Insurance Limited No. SC002116, Registered in Scotland.  
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Authorised by the Prudential Regulation Authority in the UK and  
regulated by the Financial Conduct Authority and the Prudential  
Regulation Authority. Regulated in Ireland by the Central Bank of  
Ireland for conduct of business rules.  
Member of the Association of British Insurers

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