

# YOUR SEAT MOTOR INSURANCE Cover Booklet

## SEAT FINANCIAL SERVICES

Finance. Insurance. Fleet. Mobility.

TECHNOLOGY TO ENJOY

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# WELCOME

## Welcome to SEAT Insurance.

**Your** SEAT Motor Insurance cover has been designed to give **you** the peace of mind that in the event of an insured incident **your** SEAT will be repaired in a SEAT approved repairer, by SEAT trained technicians who will use genuine SEAT parts and paints.

**You** must read this Cover Booklet, the **schedule, endorsements** and the **certificate of motor insurance** together. The **schedule** tells **you** which sections of the policy apply. Please check all documents carefully to make certain they give **you** the cover **you** want.

All the details of how to make a claim, together with any conditions that **you** must comply with, are set out in the following pages.

If **you** have any questions that are not answered within this Cover Booklet, please contact **us**.

Please keep this Cover Booklet and **your** other insurance documents in a safe place.

Certain words in this Cover Booklet have specific meanings which are explained under the Meaning of Words section.

In return for paying or agreeing to pay the premium, **we** will insure **you** under the conditions of this Cover Booklet for any insured event which takes place during the **period of insurance** within the **geographical limits**.

This policy is a contract between **you** and **us**. It is not **our** intention that the Contracts (Rights of Third Parties) Act 1999 gives anyone else either any rights under this policy or the right to enforce any part of it.

## Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If **you** require any of these formats please contact **us**.

## What to do if you have an accident

- / Always stop the vehicle if you are in an accident involving an injury to any person or certain animals, or if other vehicles or roadside property are damaged
- / Ensure that you and your passengers are safe
- / If anyone is injured or the accident is blocking the road, call the emergency services
- / If you think the vehicle is unsafe to drive, call the 24-Hour Claims Helpline and we will arrange for the vehicle to be recovered
- / Do not accept blame or admit liability for the accident
- / Advise us of the following details as soon as you can:
  - The registration number of any other vehicle(s) involved in the accident
  - The name, address, contact number and insurance details of any driver(s) involved in the accident. You must also provide the same details to anyone who has a good reason for asking
  - The name, contact number and address of anyone who witnessed the accident
  - Any other information that you have about the accident, such as injuries caused, property damaged or photographic evidence

## For Broken Windscreens and Window Glass

### Call the 24-Hour Windscreen Claims Helpline on 0333 043 1298.

We will arrange for the glass to be repaired or replaced. Cover is unlimited after taking off any **excess**.

Repairing a windscreen or window instead of replacing it can save **you** paying an **excess**. Ask when calling the Windscreen Claims Helpline.

## How to make a claim

### Call the 24-Hour Claims Helpline on 0333 043 1298.

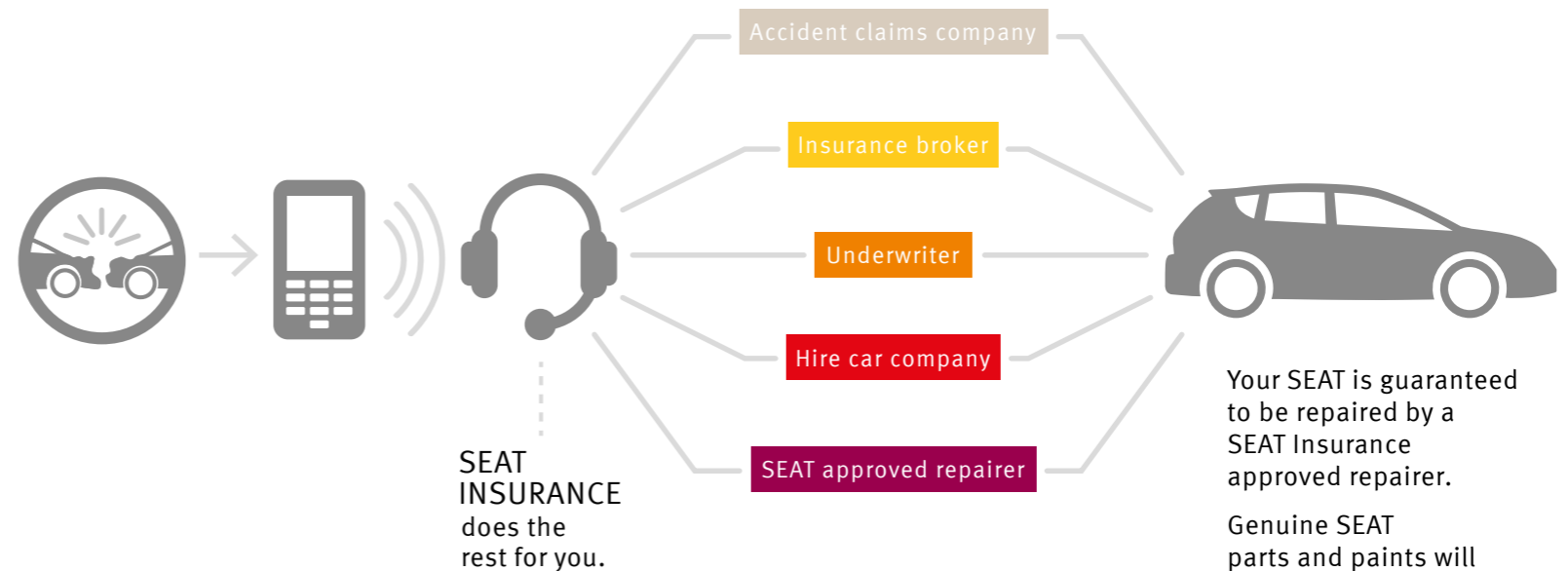
If **you** need to make a claim outside of the UK, please call the 24-Hour European Claims Helpline on +44 (0)1925 422712.

A dedicated Claims Manager will look after **your** entire claim from start to finish, liaising with any third parties and SEAT approved repairers.

If required, **your** dedicated Claims Manager will also arrange for the vehicle to be recovered.

Don't forget, as a SEAT Insurance customer **you** are guaranteed that in the event **your** SEAT is damaged in an insured incident that it will be repaired by SEAT trained technicians, in a SEAT approved repairer, using genuine SEAT parts and paints. For **your** peace of mind labour and genuine parts are covered by a two-year warranty (excluding wear and tear).

Furthermore, while using an approved repairer, **you** will be offered a small **courtesy car** while yours is being repaired to keep **you** on the road.



# POLICY WORDING

## Meaning of Words

When the following words and phrases appear in this Cover Booklet, they have the specific meanings given below. These words are highlighted in bold print.

### Available miles

The distance which the policy allows the **vehicle** to be driven during the current **period of insurance**.

### Certificate of motor insurance

A document, which is legal evidence of **your** insurance and is required by law and forms part of this contract of insurance. It shows the **vehicle** registration number, who may drive it and what it may be used for. The **certificate of motor insurance** must be read with this policy document.

### Courtesy Car

A car loaned to **you** by **our** approved repairer whilst the **vehicle** is being repaired following a valid claim under Section A or Section C of this insurance.

### Endorsement

A clause that alters the cover provided by the policy.

### European Union

Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein).

### Excess

The part of a claim **you** must pay. Sometimes more than one **excess** can apply, in which case we will add them together.

### Geographical limits

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and while the **vehicle** is being transported between any of these countries.

### Hazardous locations

- / Power stations
- / Nuclear installations or establishments
- / Refineries, bulk storage or production premises in the oil, gas or chemical industries
- / Ministry of Defence premises
- / Military bases
- / Rail trackside
- / Any other rail property to which the public do not have lawful access

### High category hazardous goods

Any substance within the following United Nations Hazards Classes:

- 1: Explosives
- 5.2: Organic peroxides
- 6.1: Toxic substances
- 6.2: Infectious substances
- 7: Radioactive materials

### Ignition Keys

Any key, device or code used to secure, gain access to and enable the **vehicle** to be started and driven.

### Market value

The value of the **vehicle** at the time of the loss or damage compared with one of the same make, model and specification and conditions.

### Period of insurance

The period **you** are covered for as shown on the **schedule**.

### Schedule

The latest schedule we have issued to **you**. This forms part of the contract of insurance. It gives details of the **period of insurance**, the premium **you** have to pay, the **vehicle** which is insured and details of any **excesses** or **endorsements**.

### Statement of fact

This shows the information that **you** gave **us**, including information given on **your** behalf and verbal information **you** gave prior to commencement of the policy.

### Telematics product

If **your** policy requires **you** to share data on **your** driving style, the **telematics product** will collect and transmit data and will refer to either; the telematics device supplied and fitted to the **vehicle**, or the telematics app **you** must download to **your** mobile device and connect to the **vehicle's** Bluetooth.

### Terrorism

**Terrorism** is defined as any act or acts including, but not limited to:

- / The use or threat of force and/or violence, and/or
- / Harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to harm, or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be or occasioned in whole or in part for such purposes.

### Top up miles

The option given to **you** to increase the **available miles** permitted under the policy in any one **period of insurance**.

### We, us, our

The insurer specified in the **schedule** and the **certificate of motor insurance**. All sections of the policy are arranged and administered by Carrot Risk Technologies Limited. This definition does not apply to Section N – Motor Legal Expenses Cover.

### You, your

The policyholder named on the **schedule**.

### The vehicle

Any motor vehicle that **you** have given **us** details of and for which we have issued a **certificate of motor insurance**. The **vehicle's** registration number will be shown on **your** latest certificate of motor insurance. Accessories and spare parts are included in the definition of the **vehicle** when they are with the **vehicle** or locked in **your** own garage.

# SECTION A – DAMAGE TO THE VEHICLE

## What is covered

- / We will pay for damage to the **vehicle** caused by accidental or malicious damage or vandalism.
- / If we are paying for damage to the **vehicle** and you have a child seat fitted to the **vehicle**, we will also cover the cost of replacing the child seat with a new one of the same or similar model and standard.
- / We will also cover the cost of replacing or repairing the **vehicle's** audio, navigation and entertainment equipment up to the following amounts:
  - unlimited for equipment fitted as standard by the manufacturer; or
  - £500 for any other equipment, provided this equipment is permanently fitted to the **vehicle**

If the **vehicle** is not roadworthy after an accident within the **geographical limits**, which has been reported to us and we have accepted the claim (not including glass), we can arrange to get you and your passengers from the scene of the accident to your home or planned destination. If you cannot complete your journey we will pay for overnight accommodation up to £40 per person for you and your passengers.

To keep you mobile within the **geographical limits**, we will offer you a minimum of a small **courtesy car** while the **vehicle** is being repaired by a SEAT approved repairer.

Subject to availability, the **courtesy car** will be of a make and model from within the Volkswagen Group range (Audi, SEAT, ŠKODA, Volkswagen). Where a Volkswagen Group vehicle is not available, a **courtesy car** of an alternative make will be provided.

Once we have decided that the **vehicle** can be economically repaired by a SEAT approved repairer and if it cannot be driven, we will provide the **courtesy car** on the next working day for as long as the repairs take. If the **vehicle** can still be legally driven (in other words it is roadworthy), we will provide a **courtesy car** while the **vehicle** is being repaired by a SEAT approved repairer. If the **vehicle** cannot be economically repaired (total loss), you may retain the **courtesy car** for the following periods from the date that the **vehicle** is declared a total loss:

- / 14 days if the **vehicle** is less than one year old from the date of its first registration as new
- / 4 days if the **vehicle** is more than one year old from the date of its first registration as new

While you are in possession of the **courtesy car** (but only for the duration covered by this policy), cover for loss or damage to the **courtesy car** will be provided in accordance with its terms, **endorsements** and conditions, including **excesses** for which you will be responsible. We will not make a charge for this cover.

Any accidents or losses while you are in possession of this **courtesy car** must be reported to us as soon as possible, and may affect your No Claim Discount.

Driving of the **courtesy car** will be limited solely to those persons named on your **certificate of motor insurance**, and the use of the **courtesy car** will be restricted to the use described on the **certificate of motor insurance**.

You are not required to inform us when you are supplied with a **courtesy car** from our approved repairer.

A **courtesy car** will not be provided where you choose not to use a SEAT approved repairer.

The supply of a **courtesy car** may be subject to terms and conditions.

[Click here](#) for details of how we will settle claims.

## What is not covered

- / Loss of or damage to the **vehicle** caused by fire, or by theft.
- / Loss of use of the **vehicle**.
- / Wear and tear and any loss or damage which happens gradually.
- / Mechanical, electrical, electronic and computer failures or breakdowns or breakages.
- / Loss of or damage to the **vehicle** caused by an inappropriate type or grade of fuel being used.
- / Damage to tyres caused by braking, punctures, cuts or bursts.
- / Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the **geographical limits**.
- / Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available.
- / Loss of or damage to telephone or other communication equipment.
- / The **vehicle** losing value after, or because of, repairs.

- / Loss of or damage to the **vehicle** resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.
- / Confiscation, requisition or destruction of the **vehicle** by or under the order of any Government or Public or Local Authority.
- / Loss or damage caused by pressure waves from aircraft or any flying object.
- / Loss of or damage to any radar detection equipment.
- / Loss of or damage to any audio, navigation and entertainment equipment unless this equipment is permanently fitted to the **vehicle**.
- / Loss of or damage to **ignition keys**, lock or ignition activators, alarm or immobiliser activators (except as insured under Section L of this insurance - Replacement locks).
- / Repairs, re-programming or replacement of any component, including locks on the **vehicle**, consequent upon the loss of or damage to the **ignition keys**, lock or ignition activators or alarm or immobiliser activators (except as insured under Section L of this insurance - Replacement locks).
- / Any damage to the **vehicle** caused deliberately by you or any person driving it with your permission.
- / Loss of or damage to the **vehicle** caused by a person known to you taking the **vehicle** without your permission, unless that person is reported to the Police for taking the **vehicle** without your permission.

# SECTION B – BROKEN WINDSCREEN AND WINDOW GLASS

## What is covered

- / If the windscreen or any window glass in the **vehicle** is broken during the **period of insurance** we will pay the cost of repairing or replacing it. We will also pay for any repair to the bodywork that has been damaged by broken glass from the windscreen or windows.

A claim under this section only will not affect **your** No Claim Discount.

## What is not covered

- / The **excess** shown on **your schedule** for any claim if the glass is replaced rather than repaired.
- / Loss of use of the **vehicle**.
- / Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the **geographical limits**.
- / Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available.
- / Mechanical, electrical, electronic or computer failures or breakdowns or breakages to sun roof and hood mechanisms.
- / Repair or replacement of any windscreen or window unless it is made of glass.
- / Mechanical items associated with the window mechanisms of the **vehicle** under this section.
- / Repair or replacement of sunroofs, glass roofs, panoramic windscreens, lights/ reflectors or folding rear windscreen assemblies under this section.
- / Loss or damage caused deliberately by **you** or by any person who is driving the **vehicle** with **your** permission.
- / The **excess** shown on **your schedule** plus an additional £30 for any claim if **you** do not use **our** approved replacement service.

# SECTION C – FIRE AND THEFT

## What is covered

- / We will pay for loss of or damage to the **vehicle** caused by fire, theft or attempted theft.
- / If we are paying for damage to the **vehicle** and **you** have a child seat fitted to the **vehicle**, we will also cover the cost of replacing the child seat with a new one of the same or similar model and standard.
- / We will also cover the cost of replacing or repairing the **vehicle's** audio, navigation and entertainment equipment up to the following amounts:
  - unlimited if fitted as standard by the manufacturer; or
  - £500 for any other equipment provided this equipment is permanently fitted to the **vehicle**

To keep **you** mobile, within the **geographical limits** only, we will offer **you** a minimum of a small **courtesy car** while the **vehicle** is being repaired by a SEAT approved repairer.

Subject to availability, the **courtesy car** will be of a make and model from within the Volkswagen Group range (Audi, SEAT, ŠKODA, Volkswagen). Where a Volkswagen Group vehicle is not available, a **courtesy car** of an alternative make will be provided.

Once we have decided that the **vehicle** can be economically repaired by a SEAT approved repairer and if it cannot be driven, we will provide the **courtesy car** on the next working day for as long as the repairs take.

If the **vehicle** can still be legally driven (in other words it is roadworthy), we will provide a **courtesy car** while the **vehicle** is being repaired by a SEAT approved repairer.

If the **vehicle** cannot be economically repaired (total loss), **you** may retain the **courtesy car** for the following periods from the date that the **vehicle** is declared a total loss:

- / 14 days if the **vehicle** is less than one year old from the date of its first registration as new
- / 4 days if the **vehicle** is more than one year old from the date of its first registration as new

While **you** are in possession of the **courtesy car** (but only for the duration covered by this policy), cover for loss or damage to the **courtesy car** will be provided in accordance with its terms, **endorsements** and conditions, including **excesses** for which **you** will be responsible. **We** will not make a charge for this cover.

Any accidents or losses while **you** are in possession of this **courtesy car** must be reported to **us** as soon as possible, and may affect **your** No Claim Discount.

Driving of the **courtesy car** will be limited solely to those persons named on **your certificate of motor insurance**, and the use of the **courtesy car** will be restricted to the use described on the **certificate of motor insurance**.

**You** are not required to inform **us** when **you** are supplied with a **courtesy car** from **our approved repairer**.

A **courtesy car** will not be provided where:

- / **You** choose not to use a SEAT approved repairer.
- / The **vehicle** is stolen and not recovered.

The supply of a **courtesy car** may be subject to terms and conditions.

[Click here](#) for details of how we will settle claims.

## What is not covered

- / Loss of or damage to the **vehicle** and/or in-car entertainment, communication and navigation equipment caused by theft or attempted theft, when no-one is in it if:
  - any window, door, boot, roof opening, removable roof panel or hood was left open or unlocked, or
  - the **ignition keys** are left in or on the **vehicle**, or
  - the **vehicle** has been left with the engine running, or
  - the **vehicle** is fitted with a manufacturer's standard security device and the device is not operational or is not in use
- / The **excess** shown in the **schedule**; **you** must pay these amounts for every incident that **you** claim for under this section unless, at the time of a theft, the **vehicle** was kept in a locked garage, in which case no **excess** is payable.
- / Loss of use of the **vehicle**.
- / Wear and tear and any loss or damage which happens gradually.
- / Mechanical, electrical, electronic and computer failures or breakdowns or breakages.
- / Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the **geographical limits**.

## SECTION C – FIRE AND THEFT CONTINUED

- / Any amount over the cost shown in the manufacturer’s latest price guide, plus fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available.
- / Loss of or damage to telephone or other communication equipment.
- / The **vehicle** losing value after, or because of, repairs.
- / Loss of or damage to the **vehicle** resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.
- / Loss of or damage to the **vehicle** caused by a person known to **you** taking the **vehicle** without **your** permission, unless that person is reported to the Police for taking the **vehicle** without **your** permission.
- / Confiscation, requisition or destruction of the **vehicle** by or under the order of any Government or Public or Local Authority.
- / Loss from taking the **vehicle** and returning it to its legal owner.
- / Loss of or damage to any radar detection equipment.
- / Any damage to the **vehicle** caused deliberately by **you** or any person driving it with **your** permission.
- / Loss of or damage to any audio, navigation and entertainment equipment unless this equipment is permanently fitted to the **vehicle**.
- / Loss of or damage to **ignition keys**, lock or ignition activators, alarm or immobiliser activators (except as insured under Section L of this insurance - Replacement locks).
- / Repairs, re-programming or replacement of any component, including locks on the **vehicle**, consequent upon the loss of or damage to the **ignition keys**, lock or ignition activators or alarm or immobiliser activators (except as insured under Section L of this insurance - Replacement locks).

## HOW WE WILL SETTLE YOUR CLAIM UNDER SECTIONS A OR C

**We** will choose whether to repair the **vehicle** or pay **you** a cash amount equal to the cost of the loss or damage. If the **vehicle** cannot be driven because of damage that is covered under this policy, **we** will pay for the **vehicle** to be protected and taken to the nearest SEAT approved repairer.

### If the vehicle is economically repairable

**You** do not need to get any estimates, as repairs can begin immediately after **we** have authorised them.

The SEAT approved repairer will contact **you** to arrange to collect the **vehicle**.

**We** will also pay the costs of delivering the **vehicle** back to the address shown on **your** current **schedule** or any other address **we** agree with **you** when the damage has been repaired.

If **you** do not want to use a SEAT approved repairer, **you** will need to send **us** an estimate for **us** to authorise and **we** may need to inspect the **vehicle**. **We** reserve the right to ask **you** to obtain alternative estimates.

**You** will have to pay any policy **excess** direct to the repairer.

If the condition of the **vehicle** is better after the repair than it was just before it was damaged, **we** may ask **you** to pay towards it.

### If the vehicle is a total loss

Once an engineer has inspected and assessed the **market value** of the **vehicle**, **we** will make **you** an offer of payment.

If there is any outstanding loan on the **vehicle**, **we** may pay the hire purchase or finance company first. If **our** estimate of the **market value** is more than the amount **you** owe the hire purchase or finance company, **we** will pay **you** the balance, providing **your** finance agreement enabled **you** to acquire title to the **vehicle** at the end of its term.

If **our** estimate of the **market value** is less than the amount **you** owe the hire purchase or finance company, **you** may have to pay them the balance. Any payment **we** make for total loss will be after **we** have taken off any applicable **excess** and unpaid premium for this policy.

When **you** accept **our** offer for total loss, the **vehicle** will belong to **us**.

By purchasing this policy **you** agree that **we** can handle **your** claim in this way.

If the **vehicle** is declared a total loss following a valid claim, **we** will pay for any road tax that is still left that **you** are not able to recover from the licensing authorities.

### Replacement vehicle

**We** will not pay more than the **market value** of the **vehicle** unless:

- / The loss or damage happens before the **vehicle** is a year old; and
- / **You** are its first and only registered keeper; and
- / **You** have owned the **vehicle** (or it has been hired to **you** under a hire purchase agreement) since it was first registered as new; and
- / The cost of repair is valued at more than 60% of the cost of buying an identical new vehicle at the time of the loss or damage (based on the United Kingdom list price); and
- / The **vehicle** was supplied as new within the **geographical limits**.

In these circumstances, if **you** ask **us** to, **we** will replace the **vehicle** (and pay the delivery charges to the address shown on **your** **schedule** or any other address **we** agree with **you**) with a new vehicle of the same make, model and specification.

**We** will only do this if:

- / **You** have purchased the **vehicle** outright or under a hire purchase or finance agreement where ownership passes to **you** and the hire purchase or finance company agrees.
- / The **vehicle** is a United Kingdom specification model bought from one of the manufacturer’s authorised retailers in the United Kingdom.
- / The model is still available to buy from the manufacturer’s authorised retailers in the United Kingdom.



## SECTION D – MEDICAL EXPENSES

### What is covered

- / Following an accident involving the **vehicle** we will pay:
  - up to £200 in medical, surgical and dental fees for each injured person
  - up to £200 in veterinary fees for each domestic pet (for a maximum of two pets) if they are injured while travelling in the **vehicle**.
- / **We** will also pay **you** £30 per day for up to 30 days if **you** have to stay in hospital.

### What is not covered

- / No cover is provided under this section if the policy is held in the name of a corporate organisation, a company or a firm.

## SECTION E – PERSONAL BELONGINGS

### What is covered

- / **We** will cover up to £250 for personal belongings in the **vehicle** that are lost or damaged following an accident, fire or theft involving the **vehicle**. **You** are covered for the cost of the item, less an amount for wear and tear and loss of value.
- / **We** will also cover up to £200 for wheelchairs, prams, child’s pushchairs and carrycots in the **vehicle** that are lost or damaged following an accident, fire or theft involving the **vehicle**. **You** are covered for the cost of the item, less an amount for wear and tear and loss of value.

A claim can only be made under this section when also making a valid claim which is accepted under Section A or Section C of this insurance.

### What is not covered

- / Any goods, tools or samples that are carried as part of any trade or business.
- / Money, stamps, tickets, documents and securities (such as share or bond certificates).
- / Loss of or damage to any radar detection equipment.
- / Loss or damage occurring on any policy issued in the name of a corporate organisation, a company or a firm.
- / Any jewellery or furs.
- / Any theft of property from the **vehicle** if:
  - **ignition keys** have been left in or on the **vehicle**, or
  - the **vehicle** has not been secured by means of door and boot lock, or
  - any window or any form of sliding or removable roof or hood have been left open or unlocked, or
  - the **vehicle** is fitted with a manufacturer’s standard security device and the device is not operational or is not in use.
- / Any theft of property from an open-topped or convertible car unless the property was being kept in a locked boot or locked glove compartment.
- / Any loss or damage to audio, navigation or telephone equipment (except as covered under Section A or Section C of this insurance).

## SECTION F – PERSONAL ACCIDENT

### What is covered

If **you** or **your** husband, wife domestic or civil partner living at the same address and sharing financial responsibilities are accidentally killed or injured while getting into, travelling in or getting out of the **vehicle**, **we** will pay £10,000 for the following:

- / Death.
- / Total and permanent loss of sight in one or both eyes.
- / Total and permanent loss of use of an arm or a leg.

**We** will only pay if the cause of the death or injury is an accident involving the **vehicle** and the death or loss happens within 3 months of the accident.

Payment under this section will be limited to a maximum amount of £10,000 per person for any one accident and £20,000 overall in one **period of insurance** regardless of the number of persons injured or the types of injury sustained.

### What is not covered

- / No cover is provided under this section if the policy is held in the name of a corporate organisation, a company or a firm.
- / Death or injury caused by suicide or attempted suicide.
- / Death of or loss to any person driving the **vehicle** at the time of the accident who is found to have a higher level of alcohol or drugs in their body than is allowed by law.
- / Death of or injury to any person not wearing a seat belt when they have to by law.
- / More than £20,000 for any **period of insurance**.
- / More than £10,000 for any one person for any one accident.

If **you** or **your** husband, wife domestic or civil partner living at the same address and sharing financial responsibilities have more than one motor insurance policy with **us**, **we** will only pay under one policy.

## SECTION G – LIABILITIES TO THIRD PARTIES

### What is covered

#### Cover for you

**We** will cover legal liability for the death of or injury to any person and damage to property caused by or arising out of:

- / **You** using the **vehicle**.
- / **You** using the **vehicle** to tow any single trailer, trailer-caravan or broken-down vehicle while it is attached to the **vehicle** and if allowed by law, provided it is not being towed for hire or reward.

#### Cover for other people

**We** will cover legal liability for the death of or injury to any person and damage to property caused by or arising out of:

- / Any person driving the **vehicle** with **your** permission (as long as **your certificate of motor insurance** shows that he or she is allowed to drive the **vehicle**). The person driving must not be excluded from driving the **vehicle** by any **endorsement**, exception or condition.
- / Any person using (but not driving) the **vehicle**, with **your** permission, for social, domestic and pleasure purposes.
- / Any passenger in, getting into or getting out of the **vehicle**.
- / Any person using the **vehicle**, with **your** permission (as long as **your certificate of motor insurance** shows that he or she is allowed to drive the **vehicle**) to tow any single trailer, trailer-caravan or broken-down vehicle while it is attached to the **vehicle** and if allowed by law, provided it is not being towed for hire or reward.

#### **We** will also pay:

- / Any costs and expenses for which **your** employer or business partner is legally liable as a result of **you** using the **vehicle** for their business.
- / Any other costs and expenses for which we have given **our** written permission.
- / Charges set out in the Road Traffic Acts.

**We** will pay the fees and disbursements of any legal representative **we** agree to, to defend anyone **we** insure under this section, following any incident which is covered under this section:

- / solicitors fees for representing **you** at any fatal accident enquiry, Coroner's, Magistrates, or similar court, and

- / the reasonable cost of legal services to defend **you** against a charge of manslaughter or causing death by dangerous or reckless driving.

If anyone who is insured by this section dies while they are involved in legal action we will give the same cover as they had to their legal personal representatives.

### What is not covered

**We** shall not be liable:

- / If the person claiming is otherwise insured or can claim on another policy.
- / For any amount **we** have not agreed to in writing.
- / For the death of or bodily injury to any person covered under this section arising out of or in the course of his/her employment except where such liability must be covered under the Road Traffic Acts.
- / For the loss of or damage to property owned by or in the **vehicle** of the person who is claiming cover under this section.
- / For any loss of or damage to a vehicle, trailer, trailer caravan or broken-down vehicle covered by this policy.
- / For any claim for pollution or contamination, unless it is caused by a sudden, identifiable event which was unintended and unexpected and happened at one specific time and place.
- / For any amount over £1.2 million, for any one pollution or contamination event while the **vehicle** is carrying any **high category hazardous goods** and/or is being used or driven at any **hazardous locations** other than in areas designated for access or parking by the general public.
- / For any amount over £20 million, exclusive of costs and expenses, for any one claim or series of claims arising from one event that causes loss of or damage to property, including any indirect loss or damage.
- / For any amount over £5 million for all costs and expenses, for any one claim or series of claims arising from one event that causes loss of or damage to property.
- / To secure the release of a motor vehicle, other than the **vehicle** described on **your certificate of motor insurance**, which has been seized by, or on behalf of, any government or public authority.

## SECTION G – LIABILITIES TO THIRD PARTIES CONTINUED

/ For any loss or damage caused deliberately by **you** or by any other person who is driving or using the **vehicle**.

However, **we** will provide the minimum cover needed under compulsory motor insurance legislation.

## SECTION H – DRIVING OTHER CARS

### What is covered

If **your certificate of motor insurance** includes driving other cars, this policy provides the same cover as Section G when **you** are driving any other car.

This cover only applies if:

- / **you** do not own or have not hired the car under a lease hire or hire purchase agreement
- / the car has valid cover in force under another insurance policy which meets Road Traffic Act requirements
- / **you** have the owner's permission to drive the car
- / the car is being driven in the **geographical limits** of this policy
- / the **vehicle** shown on **your certificate of motor insurance** has not been sold, disposed of, damaged beyond economic repair or declared a total loss.

## SECTION I – USING THE VEHICLE ABROAD

### What is covered

Legal minimum insurance while the **vehicle** is in any country

- / Which is a member of the **European Union**, or
- / Any other country which has agreed to follow Article 8 of the EU directive 2009/103/EC relating to insurance against Civil liability in respect of the use of motor vehicles.

This policy provides the minimum level of cover in respect of liability which is legally insurable in the country concerned. This legal minimum insurance does not include cover for loss of or damage to the **vehicle**.

### Full policy cover

In addition to the legal minimum cover shown above, this policy includes the cover shown in **your Schedule** within any member country of the **European Union** provided that:

- / The use of the **vehicle** abroad is limited to no more than 90 days in total in any one annual **period of insurance**; and
- / **You** or any permitted driver are normally resident within the **geographical limits** of this policy; and

Insurance is automatically provided on the **vehicle** while it is being transported (including loading and unloading) between ports in countries where **you** have cover, provided the **vehicle** is being transported by rail or a recognised sea route of not more than 65 hours, and

**We** will pay the reasonable cost of delivery of the **vehicle** to **you** after repairs in the country in which damage was sustained, or to **your** home address if the damage cannot be repaired economically by the intended time of **your** return to the **geographical limits** or if the **vehicle** is stolen and recovered after **your** return to the **geographical limits**, and

**We** will pay the amount of foreign customs duty for which **you** are liable as a direct result of loss or damage to the **vehicle** preventing its return to the **geographical limits**.

## SECTION I – USING THE VEHICLE ABROAD CONTINUED

In exceptional circumstances **we** may agree to extend full policy cover outside of the countries, scope and period limitations shown above but **you** must contact **us** to obtain **our** agreement to provide such cover in advance of **your** intended trip abroad.

Any agreement by **us** to extend full policy cover beyond the limits above will be subject to a further additional premium and further policy restrictions may apply.

All the terms and conditions of this policy apply whilst **you** are driving/using the **vehicle** within the **European Union**.

## SECTION J – NO CLAIM DISCOUNT

### What is covered

As long as no claim is made during the **period of insurance**, **we** will include a discount in **your** renewal premium. The discount **you** will receive will be in accordance with **our** No Claim Discount scale applicable at the time **your** policy is due for renewal. However, **your** entitlement will be affected in the event of a claim or multiple claims being made under this policy.

If **you** do make a claim, the number of No Claim Discount years will be reduced at the next renewal date to the amount shown in the table below:

Existing No Claim Discount	1 Claim	2 Claims	3 Claims or more
1 year	Nil	Nil	Nil
2 years	Nil	Nil	Nil
3 years	1 year	Nil	Nil
4 years	2 years	Nil	Nil
5 years or more	3 years	1 year	Nil

**Your** No Claim Discount will not be affected in the following circumstances:

- / if **we** make a full recovery of all payments made by **us** in connection with the claim, or
- / if **you** only claim for a broken windscreen or window glass under Section B of this policy, or
- / if **we** only have to pay for an emergency treatment fee under Section G of this policy.

If **you** make a claim or if a claim is made against **you** for an event which **you** may not consider to be **your** fault and **we** have to make a payment this will affect **your** No Claim Discount unless **we** can recover **our** outlay in full from the responsible party.

**You** cannot transfer **your** No Claim Discount to any other person.

If **you** have four or more years of No Claim Discount **you** may choose to take out extra cover to protect it as defined in Section K – No Claim Discount protection.

## SECTION K – NO CLAIM DISCOUNT PROTECTION

### What is covered

**You** will not lose any of **your** No Claim Discount as long as:

- / No more than two claims are made in any period of three years.
- / **You** have paid any extra premium we ask for.

After a second claim is made in any three year period, this policy section will no longer apply and any further claims will result in the loss of No Claim Discount.

The protection provided under this section only applies to **your** No Claim Discount. It does not protect **your** premium and **you** may be quoted a higher premium or **excess** at renewal if any claims are made.

The protection provided under this section only applies if noted on **your schedule**.

# SECTION L – REPLACEMENT LOCKS

## What is covered

- / If the **ignition keys**, lock transmitter or entry card for a keyless entry system of the **vehicle** are lost or stolen, **we** will pay up to £500 towards the cost of replacing:
  - all entry locks that can be opened by the missing item
  - the lock transmitter, entry card and central locking system
  - the ignition and steering lock; as long as **we** are satisfied that any person who may have **your ignition keys**, transmitter or card knows the identity or garage address of the **vehicle**
- / **We** will also pay the cost of protecting the **vehicle**, transporting it to the nearest repairers when necessary and delivering it after repair to the address shown on **your** current **schedule** or any other address **we** agree with **you**.

## What is not covered

- / The first £100 of any claim.
- / Any claim where the **ignition keys**, lock transmitter or entry card are either:
  - left in or on the **vehicle** at the time of the loss
  - taken without **your** permission by a person known to **you**
- / The cost of replacing alarms or other security devices used in connection with the **vehicle** under this section of the policy.

# SECTION M – UNINSURED DRIVERS

## What is covered

If **you** are involved in an accident caused by an uninsured driver, **we** will refund the amount of any **excess you** have paid and **you** will not lose **your** No Claim Discount.

**We** must be provided with the:

- / vehicle registration and the make/model of the other vehicle, and
- / the other vehicle's driver's details.

# SECTION N – MOTOR LEGAL EXPENSES COVER

This section of **your** policy provides **you** with motor legal expenses cover whilst driving the **vehicle** within the **geographical limits**.

Motor Legal Expenses is arranged by Lawshield UK Ltd and underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königintrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Lawshield UK Ltd are authorised and regulated by the Financial Conduct Authority. UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. You can check Our details on the Financial Services Register <https://register.fca.org.uk/> or by calling the FCA on 0800 111 6768 (freephone) or 0300 500 8082.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm Reference No. 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

In return for the payment of **your** premium **we** will provide the insurance detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by **us** during the **period of insurance**.

## Definitions specifically applying to this section

The words or phrases in the section have the meanings shown below.

**Administrator** - Lawshield UK Limited, who arrange the services provided under this insurance.

**Claims adjuster** - any claims negotiator, adjuster or other appropriately qualified person, firm or company appointed by **us** to act for **you**.

**Date of occurrence** – The date of one or more events arising at the same time or from the same cause which give rise to a claim under this insurance.

**Geographical limits** - The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

**Insured incident** - A non-fault road traffic accident (excluding claims for theft or fire) occurring within the **period of insurance** and **geographical limits** which results in:

- / Loss or damage to the **insured vehicle** including any trailer attached thereto.
- / Loss or damage to any personal property owned by **you** whilst the property is in/on or attached to the **insured vehicle**.
- / The death of or injury to **you** whilst in or getting into or out of the **insured vehicle**.
- / Any other uninsured losses.

**Insured vehicle** - the motor car, motor caravan, touring caravan, motorcycle, commercial vehicle and any other vehicle attached and being towed by the **insured vehicle**.

**Legal costs and expenses** - fees, costs and disbursements reasonably incurred by **us**, any **claims adjuster**, **solicitor**, or other appropriately qualified person appointed to act for **you** with **our** consent, chargeable on the **standard basis**, or in accordance with the Fixed Recoverable Costs scheme if appropriate. Also covered are the costs of any civil proceedings incurred by an opponent for which **you** may be liable by order of a court or by agreement with **our** prior consent.

Explanatory note: The Fixed Recoverable Costs scheme applies to road traffic accidents which are settled by negotiation before court proceedings are issued for claims up to the value of £25,000. The rules set out how legal fees are calculated for these cases, where **solicitors** costs are payable by **us**, these will be on the **standard basis** as defined by the Civil Procedure Rules and would be limited to £125.00 including VAT per hour solicitors time, and £12.50 including VAT for each letter sent out.

**Limit of indemnity** – Section 1: £100,000 is the maximum sum payable by the **insurers** for all **insured incidents** which are related in time or by cause after aggregation of the **legal costs and expenses** of both **you** and any opponents insofar as **you** are liable to pay them. Section 2: £10,000 is the maximum payable by the **insurers** in respect of Motor Prosecution Defence.

**Period of insurance** - This is the length of time covered by this insurance and any extra period which **we** accept **your premium** for.

**Premium** - The amount agreed by and payable to the **insurers**.

**Prospects of success** - Reasonable prospects are considered to be 51% or better chance of success. If at any stage **we** decide that the prospects of success are not sufficient and/or an alternative course

of action is appropriate and/or under the terms and conditions of the policy the claim is not admissible, then **we** will inform **you** in writing of **our** decision and the reason behind that decision. Having informed **you** of this, and subject to the policy conditions, **we** will not be bound to pay any legal costs and expenses and may discontinue cover.

**Small claims limit** - The limit set by the Ministry of Justice in the Civil Procedure Rules Part 26.6 below which legal proceedings for a claim for damages due to Personal injury are allocated to the **small claims track**.

**Small claims track** - The process and procedures set out in the Civil Procedure Rules Part 27 for dealing with legal claims where the value of the claim is below the **small claims limit** the claim is allocated to the **small claims track** by the court.

**Solicitor** - the **solicitor**, firm of **solicitors** or other appropriately qualified person, firm or company appointed to act for **you**.

**Standard basis** - The assessment of costs which are proportionate to **your** claim.

**We, us, our, Insurer(s)** – UK General Insurance Ltd on behalf of Great Lakes Insurance SE

**You, your** - Any person domiciled in the United Kingdom who at the time of the **insured incident** has a current policy certificate issued by **us** or issuing intermediary and who has paid the appropriate **premium**, being the authorised driver of the main or towing vehicle.

# SECTION N – MOTOR LEGAL EXPENSES COVER (continued)

## What is covered

### Section 1: Personal Injury & Uninsured Loss Recovery

We will pay the **legal costs and expenses** for legal proceedings started on **your** behalf and in connection with the following:

- / The costs of pursuing civil claims arising from an **insured incident** relating to the use of **insured vehicle** which results directly in the death of or personal injury to the insured person and/or the occurrence of all and any other uninsured losses.
- / The first £65.00 of hire charges incurred by **you** inclusive of VAT, following **insured vehicle** being rendered immobile as a result of an **insured incident**.
- / Recovery charges up to £100.00 including VAT, following **insured vehicle** being rendered immobile as the result of an **insured incident** and thus requiring recovery to a place of safety.
- / Accommodation charges up to a maximum of £65.00 including VAT following an **insured incident** which renders **insured vehicle** immobile and leaves **you** stranded more than 50 miles away from **your** normal place of residence or intended destination.

We will only provide cover if the **legal costs and expenses** and incident took place during the **period of insurance** and the incident leading to **your** claim is covered by a court in the **geographical limits**.

If **you** are awarded costs, **you** must use these to repay the amount **we** have paid out on **your** behalf in connection with the proceedings. However, **we** will pay all **legal costs and expenses** when **you** receive no costs or compensation. If the **legal costs and expenses** are greater than the amount **you** are awarded for those costs and expenses, **we** will pay the extra amount (up to the limit under this section).

### Section 2: Motor Prosecution Defence

We will pay up to £10,000 in defending **your** legal rights including an appeal against conviction or sentence after an event which gives rise to a criminal prosecution against **you** for a motoring offence which arises within the **geographical limits** as a result of **you** owning or using the **insured vehicle** where:

- / The **date of occurrence** (which for this purpose will be the date when the motoring offence occurred or is alleged to have occurred) is within the **period of insurance**.
- / **You** are facing suspension or disqualification of **your** driving licence, and

/ There are **prospects of success** to secure a not guilty verdict.

## What is not covered

We will not **pay legal costs and expenses** for legal proceedings in the following circumstances:

- / Claims where there are no **prospects of success**.
- / Parking or obstruction offences.
- / Where a reasonable estimate of the **legal costs and expenses** is greater than the amount in dispute other than in relation to uninsured loss recovery claims.
- / If the estimated value of any damages for the personal injury **you** have suffered does not exceed the **small claims limit**.
- / If we have not agreed to the **legal costs and expenses** in advance.
- / Claims arising from any deliberate, criminal act or omission by **you**.
- / Claims which relate to fines and penalties awarded against **you** by a criminal court.
- / Claims arising from driving under the influence of alcohol or drugs.
- / Incidents involving an **insured vehicle** owned or driven by **you**, where **you** were not in possession of a valid driving licence or **insured vehicle** was not covered by a valid test certificate where appropriate or was not in a road-worthy condition. For claims under What is Covered Section 2: Motor Prosecution and Defence **your** driving licence must have no more than 9 points on it at the **date of occurrence**.
- / The use of motor vehicles by or on behalf of **you** for racing, rallies, competitions or trials of any kind.
- / If **we** are not told about the claim within 180 days of the event which caused it.
- / Claims arising from an **insured incident** that occurs outside the **geographical limits** except enforcement of a judgement obtained from a court within the **geographical limits** with **our** prior approval against a defendant who resides outside the jurisdiction of the court making the order.
- / Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local

or public authority.

- / Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- / Any direct or indirect consequence of:
  - Irradiation, or contamination by nuclear material; or
  - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- / Any consequence, howsoever caused, including but not limited to Computer Virus, of Electronic Data being lost, destroyed, distorted, altered or otherwise corrupted.

For the purposes of this insurance, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of the insurance, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

We will not pay for the following:

- / Travelling expenses or compensation for being off work.
- / **Legal costs and expenses** if **you** withdraw from legal proceedings without **our** agreement.
- / **Legal costs and expenses** which are covered under a more specific insurance or if a claim has been refused by another insurance company.
- / **Legal costs and expenses** where fixed recoverable costs have already been recovered by the **solicitor**.

## Making a claim

To make a claim, **you** can write to **us** at: The Claims Department, Lawshield UK Limited, 1210 Centre Park Square, Lakeside Drive, Centre Park, Warrington, WA1 1RU.

Phone: 0333 043 3787

# SECTION N – MOTOR LEGAL EXPENSES COVER (continued)

Fax: 0333 043 3798

Email: [claims@lawshield-uk.com](mailto:claims@lawshield-uk.com)

**You** should not send **us** any documents until the **administrator** asks for them.

If **we** decide that a reasonable settlement is unlikely, or **your** interest would be better served by another course of action, **we** will let **you** know.

**We** will not pay for any **legal costs and expenses** until **we** have accepted the claim in writing.

## Prospects of success

If at any stage **we** decide that the **prospects of success** are not sufficient and/or an alternative course of action is appropriate and/or under the terms and conditions of the policy the claim is not admissible, then **we** will inform **you** in writing of **our** decision and the reason behind that decision. Having informed **you** of this, and subject to the policy conditions, **we** will not be bound to pay any **legal costs and expenses** and may discontinue cover.

## Representation

/ **We** can take over, and carry out in **your** name action to take or defend any claims.

/ **We** will have complete control over how legal proceedings are carried out. Before the issuing of legal proceedings, a **solicitor** from **our** panel will be appointed. **We** will appoint **solicitors** to act on **your** behalf to prosecute, defend or settle any claim accepted under the terms of this policy.

Should legal proceedings need to be issued, **you** do not have to accept the **solicitor** **we** have chosen. If **you** cannot agree a suitable **solicitor** with **us**, **you** can refer **your** choice of **solicitor** to arbitration in line with the conditions of this policy. **You** must let **us** know in writing about the full name and address of a **solicitor** who **you** want to act for **you**. If there is a dispute about the choice of **solicitor**, **we** will choose one whilst arbitration takes place. If **we** are insuring two or more people for one claim, **you** may choose **solicitors** and send their name and address to **us** before **we** agree to pay any **legal costs and expenses**.

/ In choosing **your solicitor**, **you** must try and keep the cost of any legal proceedings as low as possible.

/ Before **we** accept **your** choice of a **solicitor**, or if **you** fail to choose a **solicitor**, **we** will be entitled to instruct a **solicitor** on **your** behalf.

/ Where the uninsured loss does not exceed the current level of the

Small Claims Court and is not in respect of a claim for damages for personal injury **we** may investigate the circumstances of the claim and attempt to obtain settlement with **your** prior consent (such prior consent must not be unreasonably withheld). **We** shall not be liable to provide representation on **your** behalf at any court proceedings where the amount involved in respect of the uninsured loss does not exceed the current level of the Small Claims Court.

Notwithstanding the above, **we** reserve the right to provide representation in the Small Claims Court if **we** consider that it is appropriate in all the circumstances of the case for there to be such representation.

## Specific conditions

1. When a claim or possible claim happens, **you** must tell **us** in writing as soon as possible.
2. **You** must give **us** any information and evidence **we** need (**you** will have to pay any costs involved in this). **You** must not do anything to affect **your** case.
3. **You** must tell **us** about any other legal expense insurance, which **you** have to cover the same loss.
4. **We** will have complete control over the legal proceedings. **We** will not have to keep to any promise **you** have given without **our** approval.
5. If **you** do not accept any **solicitor** **we** appoint, **we** will ask the Law Society to name another **solicitor** who **we** both agree to. During this time, **we** may appoint a **solicitor** to act on **your** behalf, to protect **your** interests.
6. **We** shall have direct access to the **solicitor** at all times and **you** shall co-operate fully with **us** in all respects and shall keep **us** fully and continually informed of all material developments in the legal representation of proceedings. At **our** request **you** shall instruct the **solicitor** to produce to **us** any documents, information or advice in their possession and further shall give them such other instructions in relation to the conduct of their claim as **we** may require.
7. **Our** written consent must be obtained prior to:
  - / The instruction of Counsel to appear before a Court (or tribunal) before which a **solicitor** has a right of audience;
  - / The instruction of Queen's Counsel;
  - / The incurring of unusual experts fees or unusual disbursements;

/ The making of an Appeal.

8. **Legal costs and expenses** payable are to be in no way affected by any agreement undertaking or promise made or given by **you** to the **solicitor**, witness expert or any **claims adjuster**.
9. **You** must co-operate fully with **us**, the **claims adjuster** or the **solicitor**.
10. **You** or the **solicitor** shall inform **us** immediately in writing of any offer pursuant to Part 36 of the Civil Procedure Rules made with a view to settling the claim and no agreement is to be made to settle on the basis of both sides paying their own costs without **our** prior approval.
11. If any offer pursuant to Part 36 of the Civil Procedure Rules is not accepted by **you**, but the amount thereof is equal to or in excess of the total damage eventually recovered, **we** shall have no liability in respect of any further **legal costs and expenses** or opponent's civil costs. This is unless upon being notified of the offer pursuant to Part 36 of the Civil Procedure Rules **we** agree to the continuance of the proceedings (such agreement not to be unreasonably withheld) and **we** shall have the right to require **you**, at **our** request, to instruct the **solicitor** to obtain Counsel's opinion on the merits of the claim or defence thereto or on an offer pursuant to Part 36 of the Civil Procedure Rules made by an opponent or proposed by **you** or whether there are grounds for continuing the proceedings prior to granting or refusing such agreement.
12. At **our** request **you** will require the **solicitor** to have the **legal costs and expenses** taxed, assessed or audited by the relevant authority.
13. If for any reason the **solicitor** refuses to continue to act for **you** or if **you** withdraw **your** claim from the **solicitor**, **our** liability will cease forthwith unless **we** agree to the appointment of an alternative **solicitor** to continue with the claim pursuant to the procedure contained in terms and conditions of this policy, but **we** shall have no liability to meet the additional **legal costs and expenses** arising solely as a result of the appointment of a new **solicitor**.
14. If **you** unreasonably withdraw from a claim without **our** prior agreement, then the **legal costs and expenses** will become **your** responsibility and **we** will be entitled to be reimbursed by **you** for any costs paid or incurred during the course of the claim including any **legal costs and expenses** that **we** consider **you** are obliged to pay on **your** withdrawing from the claim.
15. A valid motor policy for the **insured vehicle**, relating to **you** is in



## SECTION N – MOTOR LEGAL EXPENSES COVER (continued)

force at the time of any **insured incident**.

16. This insurance does not cover an Appeal unless **we** are notified in writing by **you** no later than six working days before the time for making an Appeal expires and **we** consider that there are **prospects of success** of such an Appeal succeeding.
17. **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### Your responsibility

**You** must take reasonable care to:

- / supply accurate and complete answers to all the questions **your** administrator / agent may ask as part of **your** application for cover under the policy;
- / to make sure that all information supplied as part of **your** application for cover is true and correct;
- / tell **your** administrator / agent of any changes to the answers **you** have given as soon as possible.

**You** must take reasonable care to provide information that is accurate and complete answers to the questions **your** administrator / agent ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not accurate and complete, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

If **you** become aware that information **you** have given **your** administrator / agent is inaccurate or has changed, **you** must inform them as soon as possible.

### Recovery

**You** shall take or have taken every available step to recover from **your** opponent **legal costs and expenses** payable under this policy, and such **legal costs and expenses** must be paid to **us**.

### Arbitration

If there is a disagreement over presentation, acceptance, rejection, control or discontinuance of any claims or representation at proceedings, then at **your** written request, any such difference shall be decided by Counsel or a **solicitor** who both **you** and **we** agree to, and in the absence of agreement, they will be appointed by the

President of the relevant Law Society of England or Wales or the President of the Law Society of Scotland,

as appropriate. Both parties shall present such information relevant to their differences to Counsel or the solicitor as he shall require and his decision shall be final and binding upon them. All costs of resolving the differences shall be met in full by the party against whom the decision is made, or as may be determined by the arbitrator.

### Contribution

If **you** have other insurance against liability or loss covered by this policy, **we** will not be liable for a greater proportion of such liability or loss than the applicable limit of liability bears to the total applicable limit of liability of all collectible insurance against such liability or loss

### Claims

- / Our rights after a claim

**We** can take proceedings in **your** name (at **our** own expense and for **our** own benefit) to recover from anyone else, any payment **we** have made under this insurance.

- / Arbitration

If there is a disagreement over the amount **we** owe **you**, we will pass the matter to an arbitrator who both **you** and **we** agree to. When this happens, the arbitrator must make a decision before **you** can start proceedings against **us**.

- / Fraudulent claims

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept your proposal, your renewal, or any adjustment to your policy;
- fails to reveal or hides a fact likely to influence the cover we provide;
- makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage you caused deliberately

or with your knowledge; or

– If your claim is in any way dishonest or exaggerated, we will not pay any benefit under this policy or return any premium to you and we may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against you and inform the appropriate authorities.

- / Choice of law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated.

### Part 36 Civil Procedure Rules Offers

- / The solicitor or you shall inform us immediately in writing of any offer received pursuant to Part 36 of the Civil Procedure Rules and no agreement is to be made to settle on the basis of both sides paying their own costs without our prior approval. If the solicitor or you fail to do so, then you shall be liable to us for an amount equal to the detriment we have suffered as a result of your failure to comply with this obligation, and we may deduct from any payment we make under this section.
- / If any offer pursuant to Part 36 of the Civil Procedure Rules is not accepted by you but the amount of the offer equals or exceeds the total damage eventually recovered, we will not pay any further legal costs and expenses or opponent's legal costs unless, upon being notified of the offer pursuant to Part 36 of the Civil Procedure Rules, we agree to the continuance of the proceedings.
- / We may require you to instruct the solicitor to obtain Counsel's opinion on the merits of the claim, defence, any offer pursuant to Part 36 of the Civil Procedure Rules made by an opponent or proposed by you, or whether there are grounds for continuing the proceedings prior to granting or refusing such agreement.

### Cancellation

If you decide that for any reason, this policy does not meet your insurance needs then please contact your (administrator/agent) within 14 days from the day of purchase or the day on which you receive your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, your (administrator/agent) will then refund your premium in full. If you wish to cancel your policy after 14 days, you will be entitled to a pro-rata return of premium.

We shall not be bound to accept renewal of any insurance and may

## SECTION N – MOTOR LEGAL EXPENSES COVER (continued)

at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address. Valid reasons may include but are not limited to:

- / Where we reasonably suspect fraud
- / Non-payment of premium
- / Threatening and abusive behaviour
- / Non-compliance with policy terms and conditions
- / You have not taken reasonable care to provide accurate and complete answers to the questions your (administrator/agent) asked.

If we cancel the policy and/or any additional covers you will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time we have provided cover.

Where our investigations provide evidence of fraud or misrepresentation, we may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided your (administrator/agent) with incomplete or inaccurate information. This may result in your policy being cancelled from the date you originally took it out and we will be entitled to keep the premium.

If your policy is cancelled because of fraud or misrepresentation, this may affect your eligibility for insurance with us, as well as other insurers, in the future.

### Complaints procedure

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should in the first instance contact the Managing Director of the administrator. The contact details are:

The Managing Director, Lawshield UK Ltd, 1210 Centre Park Square, Lakeside Drive, Centre Park, Warrington, WA1 1RU

Tel: 0800 731 3942

Fax: 01925 428357

Email: [customerrelations@Lawshield-uk.com](mailto:customerrelations@Lawshield-uk.com)

Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual

turnover of less than €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.

Tel: 0300 123 9123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local Citizens Advice Bureau.

If You have purchased the insurance policy online, You may also raise Your complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward Your complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling Your complaint than if You contact the Financial Ombudsman Service directly.

### Financial Services Compensation Scheme (FSCS)

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk). You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or you can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY

### Lawshield UK Limited Privacy Notice

This is a short privacy notice for Lawshield UK Ltd referred to as “we/us/our” in this notice. We understand that your privacy is extremely important to us. As a result we have put in place many measures to ensure that any personal data we obtain from you is processed and maintained in accordance of the General Data Protection Regulation 2016 (GDPR). This statement provides you with details of the type of information we may hold about you, how we obtain and use the information and how we protect your privacy. This notice may be updated from time to time, please refer to our website for the most current version.

Our data controller registration number issued by the Information Commissioner’s Officer is Z5685935

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as “you/your” in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

Why do we process your data? The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

What information do we collect about you? Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy. We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

This notice explains the most important aspects of how we use your data. Lawshield UK Ltd full privacy notice can be found by visiting our website [www.lawshield.co.uk](http://www.lawshield.co.uk) or request a copy by emailing us at [dataprotection@lawshield.co.uk](mailto:dataprotection@lawshield.co.uk)

Alternatively, you can write to us at:

Compliance Department  
Lawshield UK Limited  
1210 Centre Park Square  
Centre Park  
Warrington  
WA1 1RU

### UK General Insurance Ltd Privacy Notice

We are UK General Insurance Ltd, referred to as “we/us/our” in this notice. Our data controller registration number issued by

the Information Commissioner’s Officer is Z7739575.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as

## SECTION N – MOTOR LEGAL EXPENSES COVER (continued)

“you/your” in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

Why do we process your data? The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

What information do we collect about you? Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy.

For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

### UK General's full privacy notice

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at <http://ukgeneral.com/privacy-policy> or request a copy by emailing us at [dataprotection@ukgeneral.co.uk](mailto:dataprotection@ukgeneral.co.uk). Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

# GENERAL EXCLUSIONS

These exclusions apply to all parts of the policy.

1. **We** will not cover claims arising directly or indirectly from any of the following:
  - / the **vehicle** being driven by, or being in the charge of, someone who is not described in **your certificate of motor insurance** as entitled to drive or who has been excluded by **endorsement**
  - / the **vehicle** being driven, with **your** permission, by anyone who **you** know does not hold a valid driving licence or is disqualified from driving.
  - / the **vehicle** being driven by someone who does not meet all the conditions of their driving licence
  - / the **vehicle** being used for a purpose that is not covered in **your certificate of motor insurance**
  - / the **vehicle** being used on any race track, racing circuit or prepared course unless **you** have told **us** about this and **we** have agreed to provide cover
  - / the **vehicle** being driven by **you** or any person insured to drive, should it be proved to **our** satisfaction that the driver was under the influence of alcohol or drugs at the time of such loss or damage occurring. A conviction under the relevant law (including a conviction for failing to supply a specimen of breath, blood or urine) shall be deemed to be conclusive evidence that the driver at the time of the loss or damage was under the influence of alcohol or drugs

However, this exclusion will not apply while the **vehicle** is with a member of the motor trade for servicing or repair or if the **vehicle** has been stolen or taken away without **your** permission.

2. **We** will not pay for loss, damage, injury or legal liability of whatsoever nature if it is caused directly or indirectly by the following:
  - / ionising radiation or radioactive contamination from any irradiated nuclear fuel or any nuclear waste arising from burning nuclear fuel
  - / the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear equipment or part of that equipment
  - / pressure waves caused by aircraft (and other flying objects) travelling at any speed
  - / any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power
  - / **terrorism**, anything related to **terrorism**, any action taken in controlling, preventing, suppressing or in any way relating to **terrorism**, whether or not such consequence has been contributed to by any other cause or event, except to the extent that **we** must provide cover under the Road Traffic Acts. Where **we** must provide cover under the Road Traffic Acts the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by a motor vehicle or motor vehicles driven or used by **you** or any other person, for which cover is provided under this policy, will be:  
£5 million in respect of all claims resulting directly or indirectly from one originating cause, or  
such greater sum as may be in the circumstances required to meet the minimum insurance requirements of Road Traffic Acts
  - / pollution or contamination, other than as required by the law of any country in which **we** have agreed to provide cover under this policy.
3. **We** will not pay for death, bodily injury, loss, damage and/or legal liability arising during (unless **you** prove that it was not caused by) or in consequence of earthquakes, riot or civil commotion occurring outside the **geographical limits**.

4. **We** will not pay for any liability **you** accept under an agreement or contract unless **you** would have been legally liable anyway.
5. Any decision or action of a court which is not within the **geographical limits** is not covered by this policy unless the proceedings are brought or judgment is given in a foreign court because the **vehicle** was used in that country and **we** had agreed to cover it there.
6. **We** will not pay any claims incurred caused or sustained while any **vehicle** covered by this insurance is in or on any airport or airfield, other than as required by the law of any country in which **we** have agreed to provide cover under this insurance.

However, **we** will provide the minimum cover needed under compulsory motor legislation.

# GENERAL CONDITIONS

General conditions 1-10 apply to all policies.

If **your** policy requires **you** to have a telematics device installed in **your** vehicle, general conditions 11, 12, 14, 15, 16 and 17 will also apply.

If **your** policy requires **you** to download an app to **your** mobile device and pair with the **vehicle's** Bluetooth, general conditions 13, 14, 15, 16 and 17 will also apply.

## 1. How to claim

Please phone the 24-Hour Claims Helpline on 0333 043 1298 as soon as possible to report the claim. If **you** need to make a claim outside of the UK, please call the 24-Hour European Claims Helpline on +44 (0) 1925 422712.

**You** must send **us** any letter, claim, writ or summons as soon as **you** receive it. **You** must also let **us** know straight away if **you** or **your** legal advisers know of any prosecution, inquest or fatal accident inquiry that might be covered under this policy.

**We** will not pay for further damage to the **vehicle** caused by **you** driving it or attempting to drive it in a damaged condition.

If **your** claim is due to theft, attempted theft, malicious damage or vandalism, **you** must also notify the police and obtain a crime report number.

## 2. Dealing with claims

**You** or any other person who claims under this policy must not negotiate, admit fault or make any payment, offer or promise of payment unless **you** have **our** written permission.

In dealing with **your** claim, under the terms of this policy **we** may;

- / Defend or settle any claim and choose the solicitor who will act for **you** in any legal action.
- / Take any legal action in **your** name or the name of any other person covered by this policy.

**We** can do any of these in **your** name or in the name of any person claiming under this policy. Anyone who makes a claim under this policy must give **us** any reasonable information **we** ask for.

**We** have the right to remove the **vehicle** at any time to keep claims costs to a minimum. If the **vehicle** is damaged beyond economical repair **we** will arrange for it to be stored safely at a premises of **our** choice.

If **we** ask to examine driving licences and vehicle documentation before agreeing to settle a claim under this policy **you** must supply

this documentation before **we** can proceed with the settlement.

## 3. Right of recovery

If the law of any country says **we** must make a payment that **we** would not otherwise have paid, **you** must repay this amount to **us**. **You** or the person who caused the accident must also repay **us** any money **we** have to pay because of any agreement **we** have with the Motor Insurers' Bureau.

## 4. Other insurance

If there is any other insurance in force which covers the same loss, damage or liability as this policy, **we** will only pay **our** proportionate share of the claim. This provision will not place any obligation on **us** to accept any liability under Section G which **we** would otherwise be entitled to exclude under the exclusions to Section G.

## 5. Reasonable precautions

Anyone covered by this policy must take all reasonable steps they can to protect the **vehicle**, and anything in or attached to it, against loss or damage. This includes making sure that the **vehicle** has all its windows, doors, roof openings or hood closed and locked, and all **ignition keys** are with **you** or the person authorised to use the **vehicle** when no-one is in it. The **vehicle** must be kept in good working order. **We** may examine the **vehicle** at any time.

## 6. Keeping to the terms of the policy

**We** will only pay claims if:

- / Any person claiming cover has met all the terms of the policy, as far as they apply; and
- / The declaration and information given on the proposal or shown in the **statement of fact** is complete and correct as far as **you** know.

## 7. Fraud

If **you** or anyone acting on **your** behalf have intentionally concealed or misrepresented any information or circumstance that **you** had a responsibility to tell **us** about, or engaged in any fraudulent conduct, or made any false statement relating to this insurance, **we** will:

- / void the policy in the event of any fraud which occurred during the application process, which means **we** will treat the policy as if it had never existed; or
- / terminate the policy with effect from the date of any fraud which occurred during the **period of insurance**;

and in either case **we** will:

- / not return to **you** any premium paid
- / not pay any fraudulent claim or a claim which relates to a loss suffered after any fraud
- / seek to recover any money from **you** for any claim **we** have already paid which is later established as invalid, including the amount of any costs and expenses **we** have incurred
- / inform the police, other financial services organisations and anti-fraud databases.

## 8. Law applicable to this policy

English law will apply to this contract unless **we** agree with **you** in writing otherwise. The contractual terms and conditions and other information relating to this contract will be in English Language.

## 9. Cancelling your policy

### Your right to cancel

**You** have 14 days from when **you** receive **your** policy documents or the purchase date of **your** policy, whichever is later, to telephone, email or write to **us** using the contact details in the [Important Information section](#) if **you** want to cancel **your** policy. This is known as a cooling-off period. If **you** cancel **your** policy and cover has not started, **we** will refund any premium paid. If **you** cancel **your** policy and cover has started as long as **you** have not made a claim and neither **you** nor anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim, **you** will be charged a proportion of **your** premium to reflect the time that **you** were covered under **your** policy. If any claim has been made or anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which may give rise to a claim during the **period of insurance**, **you** must pay the full annual premium and **you** will not be entitled to any refund. If **you** do not cancel **your** policy during the cooling-off period, it will remain in force and **you** will be required to pay the premium for the **period of insurance**.

**You** may cancel **your** policy any time after the cooling-off period by telephoning, emailing or writing to **us** using the contact details in the [Important Information section](#). As long as **you** have not made a claim and neither **you** nor anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim, **you** will be charged a proportion of **your** premium to reflect the time that **you** were covered under **your** policy. If any claim has been made or anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which may

# GENERAL CONDITIONS CONTINUED

give rise to a claim during the **period of insurance**, **you** must pay the full annual premium and **you** will not be entitled to any refund.

Should **you** decide to cancel **your** policy and **you** have a telematics device fitted to the **vehicle**, the data feed from the telematics device will be disabled and **we** will no longer be able to collect information about the way **you** drive.

If **you** would like the telematics device to be removed following the end of **your** policy there will be a removal fee. Details of fees and charges are shown on **your** terms of business agreement.

## Our right to cancel

**We** have the right to cancel this policy at any time by sending **you** seven days' notice where there is a valid reason for doing so and will set out the reason for cancellation in the notice. Valid reasons include but will not be limited to those listed below;

- / Changes to the information detailed on **your** proposal, **statement of fact**, **schedule** or **certificate of motor insurance** which result in the risk of providing cover to **you** no longer being acceptable to **us**.
- / Where the circumstances of a new claim, or an incident **we** have become aware of mean that **we** will no longer wish to provide cover.
- / Where a fraudulent claim has been submitted **we** suspect fraud on this or any other policy **you** have with **us**.
- / Where **you**, a person acting on **your** behalf, or any person covered to drive the **vehicle** uses threatening, intimidating or abusive behaviour or language towards staff, suppliers or agents acting on **our** behalf.
- / Where any person claiming cover under this policy fails to provide **us** with any reasonable information or documents (such as No Claims Discount) **we** ask for. Notice will be sent to **you** allowing **you** an opportunity to rectify the situation by providing **us** or agents acting on **our** behalf with the information or documents.
- / Where **you** or anyone acting on **your** behalf failed to take reasonable care to provide **us** with accurate information when **you** took out, renewed or asked for changes to be made to **your** policy.
- / Where **we** are unable to collect a premium payment due to insufficient funds in the account **you** have nominated to pay from. Notice will be sent to **you** allowing **you** an opportunity to rectify the situation and confirming that a second attempt to collect the payment will be made.
- / Where **we** are unable to collect a premium payment due to a Direct Debit Instruction being cancelled. Notice will be sent to **you** allowing **you** an opportunity to rectify the situation by

paying the full outstanding premium.

- / Where **you** fail to comply with any of the applicable **telematics product** conditions 11-17.

As long as **you** have not made a claim and neither **you** nor anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim **you** will be charged a proportion of **your** premium to reflect the time that **you** were covered under **your** policy. If any claim has been made or anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim during the **period of insurance**, **you** must pay the full annual premium and **you** will not be entitled to any refund.

**We** will charge an administration fee for any cancellation made to **your** policy. Details of fees and charges are shown on **your** terms of business agreement.

## 10. Changes you must tell us about

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take reasonable care to supply accurate and complete answers to all of the questions **we** ask when **you** buy **your** SEAT cover. **You** must tell **us** of any changes to the answers **you** have given as soon as possible. Failure to advise **us** of a change to **your** answers may mean that **your** cover is invalid and that it does not operate in the event of a claim.

**You** must tell **us** about any changes to the information set out in the **statement of fact**, **certificate of motor insurance** or on **your schedule**. **You** must also tell **us** about the following changes:

- / **You** sell the **vehicle**, change the **vehicle** or its registration number, or **you** get another vehicle.
- / There is any change in drivers.
- / Anyone who drives the **vehicle** receives a motoring conviction (driving licence endorsement, fixed penalties or pending prosecutions for any motoring offences).
- / Anyone who drives the **vehicle** develops a notifiable medical condition or disability that hasn't been declared to the DVLA or the DVA in Northern Ireland.
- / **You** change the purpose the **vehicle** is used for.
- / Anyone who drives the **vehicle** changes job, starts a new job, including part-time work, or stops work.
- / The **vehicle** is changed from the manufacturer's original specification.

This would include:

- changes to the bodywork
- changes to suspension or brakes
- cosmetic changes such as alloy wheels
- changes affecting performance such as changes to the engine management system or exhaust system
- changes to the audio/entertainment system

Please be aware that this is not a full list of all possible changes. All changes made from the manufacturer's standard specification must be disclosed.

- / **You** take the **vehicle** abroad, either for more than 90 days or outside the **European Union**.
- / **You** change **your** address or the address where **you** keep the **vehicle** overnight.
- / Anyone who drives the **vehicle** passes their driving test or has their driving licence revoked.
- / Anyone who drives the **vehicle** receives a non-motoring conviction which is not considered spent.
- / The **vehicle** is involved in an accident or fire, or someone steals, damages or tries to break into it.
- / Anyone who drives the **vehicle** is involved in any accident or has a vehicle damaged or stolen.
- / There is any change to **your** estimated annual mileage.
- / Anyone who drives the **vehicle** has had insurance refused, cancelled or had special terms applied.
- / There is a change of main user of the **vehicle**.

If **you** are in any doubt please ask.

If the information provided by **you** is not complete and accurate:

- / **We** may cancel **your** policy and refuse to pay any claim, or
- / **We** may not pay any claim in full, or
- / **We** may change the compulsory **excess**, or
- / The extent of the cover may be affected.

**We** will charge an administration fee for any change to **your** details. Details of fees and charges are shown on **your** terms of business agreement.

# GENERAL CONDITIONS CONTINUED

## 11. Vehicle sharing and insurance

If **you** receive a contribution as part of a vehicle sharing agreement involving the use of any vehicle insured under this policy for carrying passengers for social or similar purposes, **we** will not consider this to be carriage of passengers for hire or reward provided:

- / The **vehicle** is not constructed or adapted to carry more than eight passengers (excluding the driver)
- / Passengers are not being carried in the course of a business of carrying passengers
- / Total contributions received for the journey concerned do not involve an element of profit

### Important

If the **vehicle** is used under a vehicle sharing agreement and there is any doubt as to whether this arrangement is covered by the terms of **your** policy **you** should immediately contact SEAT Insurance for confirmation.

## 12. Telematics Device installation

If the **vehicle** does not have a telematics device already fitted at the commencement date of **your** policy, it is a condition of **your** insurance that a telematics device must be fitted within 14 days. If **you** fail to comply with the telematics device installation process, **we** reserve the right upon the 14th day following policy inception to issue **you** with a 7 day notice of policy cancellation. Should **you** again fail to comply with the installation process during this 7 day notice of policy cancellation, **your** policy will be cancelled at the end of this 7 day notice period.

## 13. Telematics Device

### a) Operation

If during the monitoring of data from the telematics device **we** suspect that there is any defect in its operation **we** will contact **you** as soon as possible to arrange for the defect to be rectified by an installation partner.

### b) Tampering

The telematics device has attack safeguards and tamper controls and it is a condition of this insurance that **you** will not permit any unauthorised interference with the telematics device by any person.

If during the monitoring of data from the telematics device **we** suspect that there has been unauthorised interference with the telematics device or any interference with the GPS/GSM signal

emitted from the telematics device, **you** must allow an installation partner to inspect the telematics device within 7 days.

If **you** fail to allow an installation partner to inspect the telematics device in the **vehicle** within 14 days of a service request or fail to make or keep an appointment with an installation partner, **we** reserve the right to issue **you** with 7 days' notice of policy cancellation. Should **you** again fail to allow an installation partner to inspect the telematics device during this 7 day notice of policy cancellation, **your** policy will be cancelled at the end of this 7 day notice period.

If a fault is detected and is found not to be the result of unauthorised interference, the telematics device will be repaired or replaced.

However, if on inspection it is found that the telematics device and/or its emitted signal has been subject to unauthorised interference, such interference will be treated as a fraudulent act and cover will be void.

## 14. Telematics App

### a) App download and connecting to the vehicle

It is a condition of **your** insurance that **you** and any permitted drivers must download the telematics app to **your** mobile device and connect the app with the **vehicle's** Bluetooth within 24 hours of the commencement date of **your** policy. If **you** do not download and connect the telematics app to the **vehicle's** Bluetooth within 24 hours of the commencement date of **your** policy, **we** reserve the right to cancel **your** policy in accordance with General Condition 9.

### b) Continued use of the telematics app

All journeys undertaken in the **vehicle** must be recorded by the telematics app. **You** and any permitted drivers must ensure that **your** telematics app is connected to the **vehicle's** Bluetooth and that all necessary settings are active to enable the telematics app to collect and transmit journey data.

If any journey undertaken in the **vehicle** is not recorded by the telematics app an additional **excess** of £500 will apply to any claim under Section A of this policy, as per **your** schedule.

If **we** believe that journeys are deliberately not being recorded, **we** reserve the right to cancel **your** policy in accordance with General Condition 9.

### c) Mobile device compatibility

**You** and any permitted driver on the policy must have a

mobile device with cellular and Bluetooth capability which is compatible with the telematics app and capable of being connected to the **vehicle's** Bluetooth. If **your** mobile device is not compatible and **you** are unable to connect and transmit journey data to **us**, **we** reserve the right to cancel **your** policy in accordance with General Condition 9.

## 15. Driving Style

The **telematics product** collects information about **your** driving style on every journey made in the **vehicle** (the period of time between the moment the ignition is switched on and the subsequent moment the ignition is switched off). **Your** driving style is based on the following factors:

- / Smoothness: measures sharp acceleration, braking, deceleration, changes in direction and up and down movement over the course of each journey.
- / Speed: measures **your** speed against both the average speed and speed limit for the roads being driven.
- / Usage: measures the time of day, journey volume and journey duration. The following factors will have a negative impact on **your** driving style:
  - journeys between 11.00pm and 5.00am
  - more than seven journeys in a 24 hour period
  - journeys of greater than 1 hour duration

## 16. Policy Renewal

If **your** policy requires **you** to have a **telematics product**, the renewal premium in **your** renewal offer will include a premium discount or increase based on **your** overall driving style during this policy period.

## 17. Unacceptable Driving Behaviour

**You** and any permitted driver of the **vehicle** must observe the law at all times. Poor driving behaviour (including the **vehicle** being driven at speeds which exceed the speed limit for the road on which it is being driven) could result in cancellation of **your** policy.

If during any one annual **period of insurance** **you** or any permitted driver of the **vehicle** exceeds the speed limit by more than 50% for the road on which the **vehicle** is being driven, (which under the terms and conditions of the policy is understood to be excessive speeding), **we** will issue **you** with an Excessive Speeding Notice. If **you** have been issued with 3 Notices and **you** exceed the speed limit by more than 50% on a further occasion, **we** will issue **you** with 7 days' notice of policy cancellation.

# GENERAL CONDITIONS CONTINUED

## 18. Top up miles

If **your** policy requires **you** to have a **telematics product** then the policy allows the **vehicle** to be driven up to the **available miles** shown on **your schedule**. The number of **available miles** on **your** policy are chosen by **you** during the arrangement of **your** policy. If **you** require more miles during the policy period **you** can purchase **top up miles** by contacting **us** on 0333 043 1294. The price of **top up miles** is based on **your** Driving Style Score at the time **you** purchase the **top up miles**.

If **you** exceed the number of **available miles** included in the policy and **you** do not purchase **top up miles**, the policy will be cancelled in accordance with the General Condition 9 of this policy.



# DATA PROTECTION AND YOUR DATA RIGHTS

## Privacy Notice

For the purposes of this section, we and us and our means Aviva Insurance Limited as the insurer of the product.

## Personal Information

We collect and use personal information about you so that we can provide you with a policy that suits your insurance needs. This notice explains the most important aspects of how we use your information but you can get more information about the terms we use and view our full privacy policy at [www.aviva.co.uk/privacypolicy](http://www.aviva.co.uk/privacypolicy) or request a copy by writing to us at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester LE7 1PD.

The data controller responsible for this personal information is Aviva Insurance Limited as the insurer of the product. Additional controllers include Carrot Risk Technologies Limited, who are responsible for the sale and distribution of the product and any applicable reinsurers.

## Personal Information we collect and how we use it

We will use personal information collected from you and obtained from other sources:

- / To provide you with insurance: we need this to decide if we can offer insurance to you and if so on what terms and also to administer your policy, handle any claims and manage any renewal,
- / To support legitimate interests that we have as a business:
  - We need this to manage arrangements we have with reinsurers, for the detection and prevention of fraud,
  - We also use personal information about you to help us better understand our customers and improve our customer engagement. This includes profiling and customer analytics which allows us to make certain predictions and assumptions about your interests, make correlations about our customers to improve our products and to suggest other products which may be relevant or of interest to customers, which includes marketing products and services to you,
- / To meet any applicable legal or regulatory obligations: we need this to meet compliance requirements with our regulators (e.g. Financial Conduct Authority), to comply with law enforcement and manage legal claims, and
- / To carry out other activities that are in the public interest: for example we may need to use personal information to carry out anti-money laundering checks.

As well as collecting personal information about you, we may also use personal information about other people, for example family members you wish to insure on a policy. If you are providing information about another person we expect you to ensure that they know you are doing so and are content with their information being provided to us. You might find it helpful to show them this privacy

notice and if they have any concerns please contact us in one of the ways described below.

The personal information we collect and use will include name, address and date of birth, financial information and details of your vehicle(s). If a claim is made we will also collect personal information about the claim from you and any relevant third parties. We may also need to ask for details relating to the health or any unspent offences or criminal convictions of you or somebody else covered under your policy. We recognise that information about health and offences or criminal convictions is particularly sensitive information. Where appropriate, we will ask for consent to collect and use this information.

If we need consent to use personal information for a specific reason, we will make this clear to you when you complete an application or submit a claim. If you give us consent to using personal information, you are free to withdraw this at any time by contacting us – refer to the “Contacting us” details below. Please note that if consent to use this information is withdrawn we will not be able to continue to process the information you gave us for this/these purposes(s). This would not affect our use of the information where consent is not required.

Of course, you don’t have to provide us with any personal information, but if you don’t provide the information we need we may not be able to proceed with your application or any claim you make.

Some of the information we use as part of this application may be provided to us by a third party. This may include information already held about you and your vehicle(s) within the Aviva group, including details from previous quotes and claims, information we obtain from publicly available records, our trusted third parties and from industry databases, including fraud prevention agencies and databases.

## Databases we use for Underwriting and Fraud Prevention and Detection purposes

We may use your information to allow us to detect and prevent fraudulent applications and claims. For details relating to information held about you on the Claims Underwriting and Exchange Register and Motor Insurance Anti-Fraud and Theft Register please visit [www.insurancedatabases.co.uk](http://www.insurancedatabases.co.uk).

For details relating to information held about you by the Driver and Vehicle Licensing Agency (DVLA) please visit [www.dvla.gov.uk](http://www.dvla.gov.uk)

[How your data is used and shared by Insurers and Databases in relation to motor insurance](#)

The data you provide will be used by us and shared with other insurers as well as certain statutory and other authorised bodies for:

- / Insurance underwriting purposes i.e. to examine the potential risk in relation to your (and/or a third party’s) prospective policy so that we can:

- Consider whether to accept the relevant risk,
- Make decisions about the provision and administration of insurance and related services for you (and members of your household),
- Validate your (or any person or property likely to be involved in the policy or claim) claims history (at any time including upon application for insurance, in the event of an accident or claim, or at a time of renewal).

/ Management Information purposes. To analyse insurance and other markets for the purposes of:

- Portfolio assessment,
- Risk assessment,
- Performance reporting,
- Management reporting.

/ Anti-fraud purposes

To detect and prevent fraudulent claims and/or activities by:

- Sharing information about you with other organisations and public bodies including the police,
- Tracing debtors or beneficiaries, recovering debt, managing your accounts and/or insurance policies,
- Undertaking fraud searches. Insurers pass information to fraud prevention agencies and databases including the Claims Underwriting and Exchange Register and where appropriate the Motor Insurance anti-Fraud and Theft Register by Insurance Database Services Limited (IDSL). This helps insurers check information and prevent fraudulent claims. When we deal with your request for insurance we may search these registers.

/ Compliance with legal obligations and responsibilities.

- Claims management: in the event of a claim we may need to disclose information with any other party involved in that claim such as third parties involved in the incident, their insurer, solicitor or representative and medical teams, the police or other investigators. We also may have to investigate your claims and conviction history.
- Complaints management: If you make a complaint about the service we have provided, we may be obliged to forward details about your complaints, including your personal information, to the relevant ombudsman.
- Information about your insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers’ Bureau (MIB). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the police, the DVLA, the DVLNI, the Insurance Fraud Bureau and other bodies permitted by law. This information may be used for purposes permitted by law, which include but are not limited to:

- / Electronic Licensing
- / Continuous insurance enforcement
- / Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)

# DATA PROTECTION AND YOUR DATA RIGHTS CONTINUED

- / The provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic accident (either in the UK, the European Economic Area or certain other territories), insurers and/or the MID may search the MID to obtain relevant information.

Persons (including his or her appointed representative) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds your current registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the police.

You can check that your current registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com).

## How your data will be processed

- / Information which is supplied to fraud prevention agencies and databases such as IDSL and MID can include details such as your name, address and date of birth together with details of any injury arising from a claim.
- / Your data may be supplied to databases in order to facilitate automatic no claim discount validation checks.
- / Your data may be transferred to any country, including countries outside of the European Economic Area, for any of the purposes mentioned above.
- / Under your policy you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the fraud prevention agencies and databases such as IDSL.

You can ask for more information about this. If you require such information, please contact Aviva Insurance Limited.

## How we use your data - Driving Licence Number

Insurance underwriting purposes i.e. to examine the potential risk in relation to your (and/or a third party's) prospective policy so that we can:

- / Provide your (or any person included on the proposal) Driving Licence Number (DLN) to the DVLA to confirm your (or the relevant person included on the proposal) licence status, entitlement and relevant restriction information and endorsement/conviction data.  
Searches may be carried out prior to the date of the insurance policy and at any point throughout the duration of your insurance policy including at the mid-term adjustment and renewal stage. A search of the DLN with the DVLA should not show a footprint against your (or another relevant person included on the proposal) driving licence.
- / Searches may be carried out at point of quote and, if an insurance policy is incepted, at renewal stage.

Please note that if you give us false or inaccurate information it may invalidate your insurance policy/prospective insurance policy or it could affect the amount we pay to settle any claims you make under the policy.

## Credit Searches

To ensure we have the necessary facts to assess your insurance risk, verify your identity, help prevent fraud and provide you with our best premium and payment options, we may need to obtain information relating to you at quotation, renewal and in certain circumstances where policy amendments are requested. We or our agents may:

- / Undertake checks against publicly available information such as electoral roll, county court judgments, bankruptcy orders or repossession(s). Similar checks may be made when assessing claims,
- / Carry out a quotation search from a credit reference agency (CRA) which will appear on your credit report and be visible to other credit providers. It will be clear that this is a quotation search rather than a credit application.

The identity of our CRA and the ways in which they use and share personal information, are explained in more detail at [www.callcredit.co.uk/crain](http://www.callcredit.co.uk/crain).

## Automated Decision Making

We carry out automated decision making to decide whether we can provide insurance to you and on what terms and to carry out fraud checks. In particular, we use an automated underwriting engine to process the personal information you provide as part of this application process. This will include information such as, address, post code, age, marital status and employment details of you and any other drivers as well as details of your vehicle(s) and any relevant health or conviction data. The automated engine may validate the information you provide against other records we hold about you in our systems and third party databases, including public databases. We may also supplement the information you provide with information from third parties who can provide more information about your vehicle (for example through DVLA databases). We do this to calculate the insurance risk and how much the cover will cost you. Without this information we are unable to provide a price that is relevant to your individual circumstances and needs. We regularly check the way our underwriting engine works to ensure we are being fair to our customers. After the automatic decision has been made, you have the right to speak to someone from Aviva who may review the decision and provide a more detailed explanation. If you wish to invoke this right please contact us at [dataprt@aviva.com](mailto:dataprt@aviva.com).

## How we share your personal information with others

We may share your personal information:

- / With the Aviva group, our agents and third parties who provide services to us, and your intermediary and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help us administer our products and services,
- / With regulatory bodies and law enforcement bodies, including the police, e.g. if we are required to do so to comply with a relevant legal or regulatory obligation,
- / With other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes,
- / With reinsurers who provide reinsurance services to Aviva and for each other. Reinsurers will use your data to decide whether to provide reinsurance cover, assess and deal with reinsurance claims and to meet legal obligations. They will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

Some of the organisations we share information with may be located outside of the European Economic Area ("EEA"). We'll always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect your privacy rights. For more information on this please see our Privacy Policy or contact us.

## How long we keep your personal information for

We maintain a retention policy to ensure we only keep personal information for as long as we reasonably need it for the purposes explained in this notice. We need to keep information for the period necessary to administer your insurance and deal with claims and queries on your policy. We may also need to keep information after our relationship with you has ended, for example to ensure we have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where we are required to do so for legal, regulatory or tax purposes.

## Your rights

You have various rights in relation to your personal information, including the right to request access to your personal information, correct any mistakes on our records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests including profiling and marketing, ask not to be subject to automated decision making if the decision produces legal or other significant effects on you, and data portability. For more details in relation to your rights, including how to exercise them, please see our full privacy policy or contact us – refer to the "Contacting us" details below.

# DATA PROTECTION AND YOUR DATA RIGHTS CONTINUED

## Contacting us

If you have any questions about how we use personal information, or if you want to exercise your rights stated above, please contact our Data Protection team by either emailing them at [dataprt@aviva.com](mailto:dataprt@aviva.com) or writing to the Data Protection Officer, Level 4, Pitheavlis, Perth PH2 0NH.

If you have a complaint or concern about how we use your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Information Commissioners Office at any time.

## Looking after your policy

For the purposes of this section, we and us and our means Carrot Risk Technologies Limited.

We know your personal information is important to you and we want you to trust us to look after it like it is our own. This section will explain briefly how we use your data, how we keep it safe and your rights.

### For you

We will only use and share your information for the purposes of arranging and administering your policy or to provide you with a quote.

### Safe and sound

We will keep your information protected.

### Just the essentials

We will only contact you about your policy and will not fill your inbox with information for marketing purposes unless you tell us you want us to.

Full information about how we use your data and your data rights can be found in our Privacy Notice. This will be sent to you with your policy documents and you can always ask for another copy by contacting us at [data@insurewithvolkswagen.co.uk](mailto:data@insurewithvolkswagen.co.uk).

## Telephone call charges and recording

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 dependant 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.

## Information Commissioner's Office

You have the right to complain to the Information Commissioner's Office at any time if you object to the way your personal information is used.

# IMPORTANT INFORMATION

## Who provides SEAT Motor Insurance?

SEAT Financial Services is a trading name of Volkswagen Financial Services (UK) Limited (“VWFS UK”), registered in England and Wales No.2835230. Registered office: Brunswick Court, Yeomans Drive, Blakelands, Milton Keynes MK14 5LR. VWFS UK is authorised and regulated by the Financial Conduct Authority (FCA), registration number 311988.

SEAT Motor Insurance from Volkswagen Financial Services is arranged and administered by Carrot Risk Technologies Limited, registered in England and Wales No. 07771243. Registered office: Global House, Westmere Drive, Crewe Business Park, Crewe, Cheshire, CW1 6ZD. Carrot Risk Technologies Limited is authorised and regulated by the Financial Conduct Authority, registration number 610895.

Authorisation details can be checked on the FCA’s register at [fca.org.uk](http://fca.org.uk) or by contacting the FCA on 0800 111 6768.

## Getting in touch

You can contact us at:

SEAT Motor Insurance  
Global House  
Westmere Drive  
Crewe Business Park  
Crewe  
Cheshire  
CW1 6ZD

By telephone: 0333 043 1298

By email: [support@insurewithseat.co.uk](mailto:support@insurewithseat.co.uk)

## What to do if you are not satisfied with the cover or service provided

Our aim is to get it right, first time, every time. If we make a mistake we will try and put it right promptly. We will always confirm to you the receipt of your complaint within five working days and do our best to resolve the problem within 4 weeks. If we cannot, we will let you know when an answer may be expected.

If you have a complaint, please contact our Compliance Manager at:

SEAT Motor Insurance  
Global House  
Westmere Drive  
Crewe Business Park  
Crewe  
Cheshire  
CW1 6ZD

By telephone: 0333 043 1298

By email: [support@insurewithseat.co.uk](mailto:support@insurewithseat.co.uk)

If you have a complaint about a claim, please contact your Claims Manager first. You will find your Claims Manager’s name and phone number on any correspondence they have sent you.

If you are dissatisfied with our response, you can refer your complaint to the ombudsman. You must contact the ombudsman within six months of our final response.

The ombudsman’s contact details are as follows:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Telephone: 0800 0234567 or 0300 1239123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

This is a free and impartial service and you are entitled to contact the ombudsman at any stage of your complaint. You can contact the ombudsman directly or visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If you have purchased your policy online you can also make a complaint via the EU’s online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>

## Financial Services Compensation Scheme (FSCS)

For your added protection we are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to pay a valid claim, you may be entitled to compensation from the scheme. Depending on the type of business and circumstances of the claim, the scheme will cover 90% of any claim with no maximum claim amount.

Further information about the compensation scheme is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 0800 678 1100 or 020 7741 4100.

## How to cancel your policy

For information on how to cancel your policy, please see [General Condition 9](#).

## Use of data

For information on how we use data, please see [Data Protection and Your Rights section](#).