

# YOUR SEAT MOTOR INSURANCE Cover Booklet

## SEAT FINANCIAL SERVICES

Finance. Insurance. Fleet. Mobility.

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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 accident your SEAT will be repaired in a SEAT approved repairer, by SEAT trained technicians who will only use genuine SEAT parts and paints.

Please ensure you read this Cover Booklet and fully understand the terms and conditions relating to the motor insurance cover provided to you.

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.



## 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

## How to make a claim

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

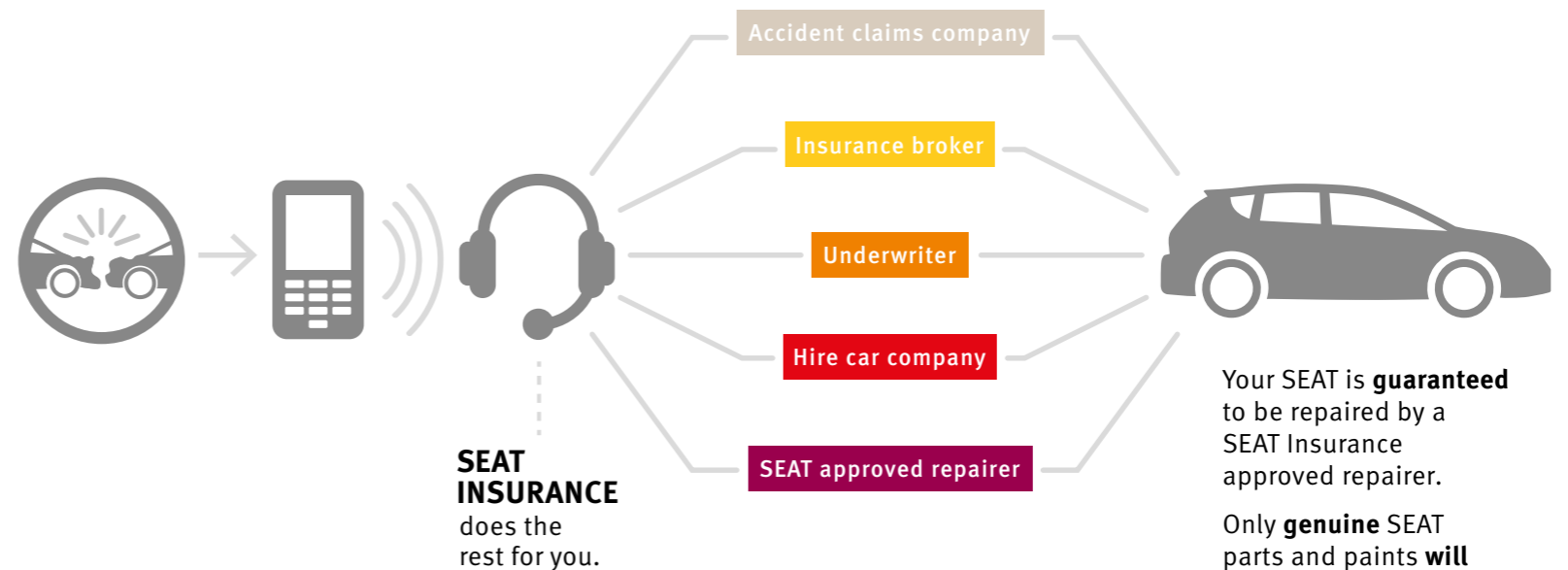
If you need to make a claim outside of the UK, please call the 24-Hour European Claims Helpline on +44 (0)1925 422712.

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 accident that it will be repaired by SEAT trained technicians, in a SEAT approved repairer, using only 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.



## 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.

# 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

The proof of the motor insurance **you** need by law. The **certificate of motor insurance** shows what vehicle is covered, who is allowed to drive **the vehicle** and what **the vehicle** can be used for. If **your certificate of motor insurance** allows driving by any driver, please refer to **your schedule** for any restrictions that may apply.

### Endorsement

A clause that alters the cover provided by the policy.

### 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.

### Market value

The cost of replacing **the vehicle** with one of a similar age, type, mileage and condition, immediately before the loss or damage happened.

### 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** as defined in the **Terrorism** Act 2000.

### 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**, key facts 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

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

The supply of a courtesy vehicle 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 malicious damage or vandalism when no one is in it if:
  - any window, door, roof opening, removable roof panel or hood was left open or unlocked; or
  - the keys (or any other device needed to lock **the vehicle**) are left in or on **the vehicle**
- / The **excesses** shown in the **schedule**. **You** must pay these amounts for every incident that **you** claim for under this section unless **the vehicle** is accidentally damaged by another and:
  - the damage occurred in the **geographical limits**
  - the damage was not the fault of the person driving **the vehicle**
  - **you** provide **us** with the registration number and make and model of the other vehicle and if possible, the name of the driver of the other vehicle
  - **we** confirm that the driver of the other vehicle causing the damage was not insured
  - the incident is reported to the Police as soon as possible and they assign a crime reference number

Notwithstanding the above, if it cannot be established immediately that the damage was not the fault of the person driving **the vehicle** and that the driver of the other vehicle was not insured **you** may have to pay any **excesses** shown in the **schedule**. However if **we** are satisfied that the accident was not the fault of the person driving **the vehicle** and that the driver of the other vehicle was not insured, **we** will repay any **excesses** **you** have paid upon request.

- / Loss of or damage to **the vehicle** caused by fire, or by theft.
- / Loss of use of **the vehicle**.
- / Wear and tear.
- / 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.
- / **The vehicle** being confiscated or destroyed by or under 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 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 insured vehicle, consequent upon the loss of or damage to the car's 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 Claims 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

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 vehicle 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 malicious damage, vandalism, fire, 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 keys (or any device needed to lock **the vehicle**) 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.
- / 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**.
- / 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.

- / **The vehicle** being confiscated or destroyed by or under 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 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 insured vehicle, consequent upon the loss of or damage to the car's 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 finance company first. If **our** estimate of the **market value** is more than the amount **you** owe the finance company, **we** will pay **you** the balance.

If **our** estimate of the **market value** is less than the amount **you** owe the 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 UK 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** current **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:

- / **We** can buy a vehicle straight away within the **geographical limits**.
- / **We** have permission from the hire-purchase company (if this is how **you** bought **the vehicle** and **you** have not finished paying for it).
- / **The vehicle** is a United Kingdom specification model bought from one of the manufacturer's authorised United Kingdom Dealers.
- / The model is still available from the manufacturer's authorised United Kingdom Dealers.

# 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.

## 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 a member of **your** family permanently living with **you** 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.

**We** will only pay one benefit for death or injury to any person for any one injury in any one **period of insurance**.

## 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 £10,000 for any one accident.
- / More than £10,000 to any one person for any one accident.

If **you**, or a member of **your** family 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** may at **our** absolute discretion consider payment in respect of the following legal costs:

- / 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 **we** agree to pay these costs under this policy the choice and appointment of legal representation and the extent of any assistance that **we** provide will be entirely at **our** discretion. There will be no agreement to pay these costs unless **we** have confirmed this to **you** in writing.

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

- / Any amount **we** have not agreed to in writing.
- / 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.
- / Loss of or damage to property owned by or in **the vehicle** of the person who is claiming cover under this section.
- / Any loss of or damage to a vehicle, trailer, trailer caravan or broken-down vehicle covered by this policy.
- / 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.
- / Any amount over £1 million, for any one pollution or contamination event.
- / 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.
- / 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.
- / Use 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.

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

# SECTION H – DRIVING OTHER CARS

## What is covered

If **your** current **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 (EU), 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** Policy **Schedule** within any member country of the EU and also Andorra, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland 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
- / **Your** visit abroad is for social, domestic or pleasure purposes only.

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 United Kingdom or if **the vehicle** is stolen and recovered after **your** return to the United Kingdom, 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 United Kingdom.

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.

The exceptions applying to sections A, C & G of this insurance also apply to this section.

# SECTION J – NO CLAIMS 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 Claims 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 Claims Discount years will be reduced at the next renewal date to the amount shown in the table below:

Existing No Claims 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 Claims 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.

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 Claims Discount unless **we** can recover our outlay in full from the responsible party.

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

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



# SECTION K – NO CLAIMS DISCOUNT PROTECTION

## What is covered

**You** will not lose any of **your** No Claims 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 Claims 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** policy schedule.

The protection provided under this section does not apply to policies provided as part of 'One Year's Insurance Included' campaigns where no premium has been paid to **us**.

# SECTION L – REPLACEMENT LOCKS

## What is covered

- / If the 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** 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 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** make a claim following an accident and the driver of the other vehicle is not insured **you** will not lose **your** No Claims Discount or have to pay any **excess** as a result of that accident provided:

- / **we** establish that the accident is not **your** fault and
- / **you** are able to provide details of the other vehicle's make, model and registration number and the name and address of the person driving the other vehicle.

**You** may have to pay **your excess** when **you** first claim and **you** may also temporarily lose **your** No Claims Discount. If subsequently **we** are satisfied that the accident was not **your** fault **we** will repay **your excess**, reinstate **your** No Claims Discount and refund any premium which may be due to **you**.

# 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.

- 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. However, **we** will still give cover if the person used to hold a licence and is allowed to hold one by law
  - **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 the Nürburgring Nordschleife or 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.

- We** will not pay for loss, damage, injury or legal liability if it is caused directly or indirectly by the following:
  - ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste arising from burning nuclear fuel
  - the radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment
  - pressure waves caused by aircraft (and other flying objects) travelling at any speed
  - war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power
  - acts of **terrorism**
- 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 Great Britain, the Isle of Man or the Channel Islands.

- We** will not pay for any liability **you** accept under an agreement or contract unless **you** would have been legally liable anyway.
- 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.
- We** will not pay any claims arising directly or indirectly from any vehicle being in a place used for the take-off, landing, parking or movement of aircraft, including the associated service roads, refuelling areas, ground equipment parking areas and the parts of passenger terminals of international airports which come within the customs examination area or any part of airport premises to which the public does not have vehicular access.

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 any incident that leads to a valid claim is covered under any other insurance policy, **we** will only pay **our** share of the claim.

## 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 keys or devices needed to lock **the vehicle** 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 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.

# GENERAL CONDITIONS (continued)

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 the Insurers 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 **your** Insurer 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, Andorra, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland.
- / **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.

## 11. 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 of policy inception. During this period **you** will be contacted by **our**

# GENERAL CONDITIONS (continued)

installation partner to arrange the installation of **your telematics device**. **You** will be required to make **the vehicle** available at a location and time agreed between **you** and **our** installation partner to enable the installation of the **telematics device** to take place within this 14 day period. The installation process will take approximately one hour.

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.

## 12. Operation of Telematics Device

### a) Warranty

Once the **telematics device** has been installed by **our** installation partner, **we** warrant that it will remain free from the effects of the following for a period of three years from the date of installation:

- / faulty design or specification; or
- / defective workmanship; or
- / defective materials

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 **our** 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 **our** installation partner to inspect the **telematics device** within 7 days.

If you fail to allow our 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 our installation partner, we reserve the right to issue **you** with 7 days' notice of policy cancellation. Should **you** again fail to allow **our** 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 in accordance with a) Warranty (see General Condition 12).

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.

## 13. 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 insured 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** policy 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.

## 14. 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

## 15. 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.

## 16. 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.

## 17. 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 policy schedule. The number of available miles

# GENERAL CONDITIONS (continued)

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 1298. 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.

## 18. Car Sharing

This policy allows you to carry passengers for social or similar purposes and your receipt of a mileage allowance or a payment by a passenger towards the cost of fuel will not invalidate cover as long as:

- / **you** do not make a profit from the car sharing arrangement, and
- / **the vehicle** is not adapted to carry more than eight people (including the driver) and
- / **you** are not carrying passengers as customers of a passenger-carrying business.

# DATA PROTECTION AND YOUR DATA RIGHTS

For the purposes of this section, **we** and **us** and **our** means the insurer named in **your** current **schedule, certificate of motor insurance** and **statement of fact**, and any holding companies, subsidiaries or linked companies.

## Who controls my personal information

This notice tells **you** how **we**, as data controller, will deal with **your** personal information. Where **we** introduce **you** to a company outside the group, that company will tell **you** how **your** personal information will be used.

**You** can ask for further information about **our** use of **your** personal information or complain about its use in the first instance, by contacting **our** Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at [GBZ.General.Data.Protection@uk.zurich.com](mailto:GBZ.General.Data.Protection@uk.zurich.com).

If **you** have any concerns regarding **our** processing of **your** personal information, or are not satisfied with **our** handling of any request by **you** in relation to **your** rights, **you** also have the right to make a complaint to the Information Commissioner's Office. Their address is: First Contact Team, Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

## What personal information will you collect about me

**We** will collect and process the personal information that **you** give **us** by phone, e-mail, filling in forms, including on **our** website, and when **you** report a problem with **our** website. **We** also collect personal information from **your** appointed agent such as **your** trustee, broker, intermediary or financial advisor in order to provide **you** with the services **you** have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. **We** will also collect information **you** have volunteered to be in the public domain and other industry-wide sources.

**We** will only collect personal information that **we** require to fulfil **our** contractual or legal requirements unless **you** consent to provide additional information. The type of personal information **we** will collect includes; basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where **you** have requested other individuals be included in the arrangement, personal information about those individuals. If **you** give **us** personal information on other individuals, this will be used to provide **you** with a quotation and/or contract of insurance and/or provision of financial services. **You** agree **you** have their permission to do so. Except where **you** are managing the contract on

another's behalf, please ensure that the individual knows how their personal information will be used by **us**. More information about this can be found in the 'How do you use my personal information' section.

## How do you use my personal information

**We** and **our** selected third parties will only collect and use **your** personal information (i) where the processing is necessary in connection with providing **you** with a quotation and/or contract of insurance and/or provision of financial services that **you** have requested; (ii) to meet **our** legal or regulatory obligations; or (iii) for **our** "legitimate interests". It is in **our** legitimate interests to collect **your** personal information as it provides **us** with the information that **we** need to provide **our** services to **you** more effectively including providing **you** with information about **our** products and services. **We** will always ensure that **we** keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest. Examples of the purposes for which **we** will collect and use **your** personal information are:

- / to provide **you** with a quotation and/or contract of insurance;
- / to identify **you** when **you** contact **us**;
- / to deal with administration and assess claims;
- / to make and receive payments;
- / to obtain feedback on the service **we** provide to **you**;
- / to administer **our** site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- / for fraud prevention and detection purposes.

**We** will contact **you** to obtain consent prior to processing **your** personal information for any other purpose, including for the purposes of targeted marketing unless **we** already have consent to do so.

## Who do you share my personal information with

Where necessary, **we** will share the personal information **you** gave **us** for the purposes of providing **you** with the goods and services **you** requested with the types of organisations described below:

- / associated companies including reinsurers, suppliers and service providers;
- / introducers and professional advisers;
- / regulatory and legal bodies;
- / survey and research organisations;
- / credit reference agencies;
- / healthcare professionals, social and welfare organisations; and
- / other insurance companies

Or, in order to meet **our** legal or regulatory requirements, with the

types of organisations described below:

- / regulatory and legal bodies;
- / central government or local councils;
- / law enforcement bodies, including investigators;
- / credit reference agencies; and
- / other insurance companies.

## How do you use my personal information for websites and email communications

When **you** visit one of **our** websites **we** may collect information from **you** such as **your** email address or IP address. This helps **us** to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

**We** use cookies and/or pixel tags on some pages of **our** website. A cookie is a small text file sent to **your** computer. A pixel tag is an invisible tag placed on certain pages of **our** website but not on **your** computer. Pixel tags usually work together with cookies to assist **us** to provide **you** with a more tailored service. This allows **us** to monitor and improve **our** email communications and website. Useful information about cookies, including how to remove them, can be found on **our** websites.

## How do you transfer my personal information to other countries

Where **we** transfer **your** personal information to countries that are outside of the UK and the European Union (EU) **we** will ensure that it is protected and that the transfer is lawful. **We** will do this by ensuring that the personal information is given adequate safeguards by using 'standard contractual clauses' which have been adopted or approved by the UK and the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy of **our** security measures for personal information transfers can be obtained from **our** Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN, or by emailing the Data Protection Officer at [GBZ.General.Data.Protection@uk.zurich.com](mailto:GBZ.General.Data.Protection@uk.zurich.com).

## How long do you retain my personal information for

**We** will retain and process **your** personal information for as long as necessary to meet the purposes for which it was originally collected. These periods of time are subject to legal, tax and regulatory requirements or to enable **us** to manage **our** business.

## What are my data protection rights

**You** have a number of rights under the data protection laws, namely:

# DATA PROTECTION AND YOUR DATA RIGHTS (continued)

- / to access **your** data (by way of a subject access request);
- / to have **your** data rectified if it is inaccurate or incomplete;
- / in certain circumstances, to have **your** data deleted or removed;
- / in certain circumstances, to restrict the processing of **your** data;
- / a right of data portability, namely to obtain and reuse **your** data for **your** own purposes across different services;
- / to object to direct marketing;
- / not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on **you**;
- / to claim compensation for damages caused by a breach of the data protection legislation.
- / if **we** are processing **your** personal information with **your** consent, **you** have the right to withdraw **your** consent at any time.

**We** will, for the purposes of providing **you** with a contract of insurance, processing claims, reinsurance and targeted marketing, process **your** personal information by means of automated decision making and profiling where **we** have a legitimate interest or **you** have consented to this.

## What happens if I fail to provide my personal information to you

If **you** do not provide **us** with **your** personal information, **we** will not be able to provide **you** with a contract or assess future claims for the service **you** have requested.

## How do you use my claims history

Under the conditions of this policy **you** must tell **us** when **you** become aware of an incident which could give rise to a claim under this policy, whether or not it is **your** intention to claim.

Insurers may pass information relating to claims or potential claims to the Claims and Underwriting Exchange Register (CUE) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases.

**We** and other insurers may search these databases when **you** apply for insurance, when claims or potential claims are notified to **us** or at the time of renewal to validate **your** claims history or that of any person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

## Fraud Prevention and Detection

In order to prevent and detect fraud **we** may at any time:

- / check **your** personal data against counter fraud systems
- / use **your** information to search against publicly available and third party resources
- / use industry fraud tools including undertaking credit searches and to review **your** claims history
- / share information about **you** with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If **you** provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in **your** case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. **You** may face fines or criminal prosecution. In addition, **we** may register **your** name on the Insurance Fraud Register, an industry-wide fraud database.

## Motor Insurance Database

Information relating to **your** insurance policy will be added to the Motor Insurance Database (MID), run 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 DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- / Electronic Licensing
- / Continuous Insurance Enforcement
- / Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- / The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving

If a vehicle of yours is involved in a road traffic accident (in the UK, the European Economic Area or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) 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** correct 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** correct registration details are shown on the MID at [www.askmid.com](http://www.askmid.com)

## Looking after your policy

For the purposes of this section, **we** 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@insurewithseat.co.uk](mailto:data@insurewithseat.co.uk)

## 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 Data Rights section](#).