ŠKODA CAR INSURANCE POLICY WORDING

ŠKODA

ŠKODA Financial Services

Finance. Insurance. Fleet. Mobility.

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FAQs

Am I covered if I leave my car unlocked or the keys in the car?

We will not pay a claim if your car is:

- left unlocked;
- left with keys or key fobs in, on, or attached;
- left with the engine running;
- left with a window or roof open.

How much will you pay if my car is damaged?

If your car is damaged, we will pay the cost of repairing or replacing your vehicle up to its UK market value.

This is the current value of the vehicle at the time of the claim – and it may be different to the amount you paid or any amounts we spoke about when you insured your vehicle with us.

Am I covered if I drive other cars?

We will cover you for damage caused to third parties whilst you are driving cars that are not your own, provided you meet certain conditions (see Section A).

This cover does not include damage to the car you are driving and applies only to the policyholder and not to any named drivers on the policy.

Your certificate of insurance will show if you have this benefit.

FAQs continued

How does my No Claim Discount work?

No Claim Discount (NCD)

If no claim is made against your policy, your NCD and renewal premium if applicable will be adjusted in accordance with our NCD scale applicable at the renewal date. However, if a claim is made against your policy, we may reduce your NCD.

NCD at the start of the period of insurance:	NCD at the next renewal date following:		
	1 claim	2 claims	3+ claims
0 years	Nil	Nil	Nil
1 year	Nil	Nil	Nil
2 years	Nil	Nil	Nil
3 years	1 year	Nil	Nil
4 years	2 years	Nil	Nil
5, 6, 7, 8 or 9 years	3 years	1 year	Nil

No Claim Discount Protection

If you are eligible, this will be subject to payment of an additional premium. For information, including step back tables, please refer to your other documents.

FAQs continued

What changes do I need to tell you about?

You must tell us if any of the following details change before you need cover to start:

- you change your car;
- you modify your car (please see general condition 8 for further details);
- you add another driver to your policy or amend the driving restriction;
- you change the use of your car (e.g. change from social domestic and pleasure to business use);
- you wish to increase your cover (e.g. change from third party only to comprehensive).

You must tell us immediately if any of the following details change:

- the address where you normally keep your car;
- if you, or anyone covered by this policy change jobs, including part time;
- if you, or anyone covered by this policy passes their UK driving test.

Any change during the period of insurance may result in an additional or return premium and will be subject to an administration fee. See general condition 4 for further details.

You must tell us about the following changes before the next renewal date (or at the time you are making any of the changes already mentioned) if you or anyone covered by this policy have:

- had insurance cancelled by an insurer. This includes a policy declared null and void (as though it has never existed), a renewal declined by an insurer or a policy cancelled by an insurer due to, but not restricted to, non-payment, fraud or misrepresentation;
- had any accidents, thefts or losses (whether a claim was reported or not and regardless of blame);
- had any motoring **convictions** (including penalty points, fixed penalties, speed camera offences and disqualifications), pending prosecutions, outstanding police enquiries, criminal convictions or charges for a criminal offence;
- any physical or mental impairment that must be notified to the Driver and Vehicle Licensing Agency (DVLA) or the Driver and Vehicle Agency Northern Ireland (DVANI).

Failure to provide correct information or inform us of any changes could adversely affect your policy, including invalidating your policy or claims being rejected or not fully paid.

Making a change to your policy?

Call: **0345 246 9091**

How does your uninsured driver promise work?

If you make a claim for an accident that is not your fault and the driver of the car that hits your car is not insured, you will not lose your No Claim Discount with ŠKODA Car Insurance or have to pay any excess.

Conditions

We will need:

- the car registration number and the make and model of the car; and
- the driver's details, if possible.

It also helps us to confirm who is at fault if you can get the names and addresses of any independent witnesses, if available.

When you claim, you may have to pay your excess. Also, if when your renewal is due, investigations are still ongoing, you may lose your No Claim Discount temporarily. However, once we confirm that the accident was the fault of the uninsured driver, we will repay your excess, restore your No Claim Discount and refund any extra premium you have paid.

This promise is for comprehensive policy holders only.

How does your vandalism promise work?

If you make a claim for damage to your car that is a result of vandalism, which is damage caused by a malicious and deliberate act, you will not lose your No Claim Discount with ŠKODA Car Insurance.

Conditions

- You pay the Accidental Damage excess applicable to the policyholder.

Please refer to your schedule for excess amounts.

- The incident is reported to the police and assigned a crime reference number.
- The damage has not been caused by another vehicle.

When you claim you will have to pay the excess. Once we receive your claim, you may lose your No Claim Discount, until we are supplied with a relevant crime reference number.

This promise is for comprehensive policy holders only. Please remember that vandalism should be reported to your local police station unless you are reporting it immediately as an emergency.

Your policy wording

This policy booklet gives full details of your cover. You should read it along with your motor proposal confirmation, certificate of motor insurance, schedule and if relevant to you, any Telematics Terms and Conditions we have provided you with. Please keep all your documents in a safe place.

Your policy is made up of:

- the motor proposal confirmation;
- this policy booklet from pages 6 to 30;
- the certificate of motor insurance;
- the schedule; and
- any Telematics Terms and Conditions we have provided you with, if we have asked you to install a Telematics Device to your car.

We aim to always be fair and reasonable and to act quickly whenever you need to make a claim under this policy. If you feel we have not met this promise, we will try to do everything possible to deal with your complaint quickly and fairly.

This policy is evidence of the contract between you and us, U K Insurance Limited, based on information you have given to us.

In return for receiving and accepting the premium, we will provide insurance under this policy for the sections shown in the schedule as applying for the accident, injury, loss or damage which has happened in the territorial limits during the period of insurance.

Under European law, you and we may choose which law will apply to this contract. English law will apply unless you and we agree otherwise.

If you are resident in Jersey, Guernsey or the Isle of Man, the law of the island where you are resident applies to your policy and any dispute in relation to it will be within the jurisdiction of that island's relevant court.

We have supplied this Agreement and other information to you in English and we will continue to communicate with you in English.

We have not given you a personal recommendation as to whether the policy is suitable for your needs and just to let you know our consultants may receive a bonus if you purchase any cover with us.

Policy definitions

Wherever the following words or expressions appear in **your policy**, they have the meaning given here unless **we** say differently.

Accessories – parts or products specifically designed to be fitted to **your car**. **We** may treat some accessories as **modifications**, so please tell **us** about any alterations to **your car**.

Approved repairer – a repairer in **our** network of contracted repairers, who is approved by **us** to perform repairs to **your car** following a claim under section B and C of this **policy**.

ŠKODA approved repairer – a repairer in **our** network of contracted repairers, who is approved by ŠKODA and authorised by **us** to repair **your car** following a claim under section B or section C of this **policy**.

Approved windscreen supplier – a repairer **we** have approved and authorised to repair or replace **your** windscreen as shown on **your schedule** and **certificate of motor insurance**.

Certificate of motor insurance – this document provides evidence that **you** have taken out the insurance **you** must have by law. It identifies who can drive **your car** and the purposes for which **your car** can be used.

Convertible – these are motor vehicles in which the roof is removable and/or can retract and are often referred to as cabriolets, roadsters and/or soft/hard tops.

Convictions – these include all motoring convictions, penalty points, fixed penalties, speed camera offences and disqualifications.

Excess – the amount **you** must pay towards any claim.

Loss of any limb – severance at or above the wrist or ankle, or the total and irrecoverable loss of use of a hand, arm, foot or leg.

Market value – the cost of replacing **your car** with another of the same make and model and of a similar age and condition at the time of the accident or loss.

Misfuelling – the accidental filling of the fuel tank with inappropriate fuel for **your car**.

Modifications – any changes to **your car's** standard specification, including optional extras. These include, but are not restricted to, changes to the appearance and/or the performance of **your car** (including wheels, suspension, bodywork and engine) and include changes made to **your car** by the previous owner(s).

Motor proposal confirmation – the document recording the statements made and information **you** gave or which was given for **you** when **you** bought **your policy**.

Partner – **your** husband, wife or someone **you** are living with as if **you** are married to them.

Period of Insurance – as shown on the **certificate of motor insurance** or **schedule**.

Policy – this policy booklet, **schedule**, **motor proposal confirmation** and **certificate of motor insurance**.

Road Traffic Act – any Acts, laws or regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Schedule – the document that identifies the policyholder and sets out details of the cover **your policy** provides.

Policy definitions continued

Terms – all terms, exceptions, conditions and limits which apply to **your policy**.

Track day – when **your car** is driven on a racing track, on an airfield or at an off-road event.

Trailer – any form of trailer that has been specially built to be towed by a motor car.

We, **us**, **our** – U K Insurance Limited

You, **your** – the person named as the policyholder in the **schedule**. If section H is included on the **schedule**, this definition is extended under that section to include authorised drivers as shown in the **certificate of motor insurance** and any passengers.

Your car – the car described in the current **schedule**. In section B 'Damage to your car' and section C 'Fire and theft', the term 'car' also includes its **accessories** and spare parts, whether they are on or in the car, or in **your** locked private garage.

Section A Liability to other people

1a. Cover for you

We will cover **you** for **your** legal liability to other people arising from an accident which involves **your car** and:

- **you** kill or injure someone;
- **you** damage someone else's property.

This cover also applies to an accident involving a **trailer** or vehicle **you** are towing.

1b. Driving other cars

If **your certificate of motor insurance** says so, this **policy** provides the same cover as above in 1a when **you** are driving any other motor car as long as **you** do not own it and it is not hired to **you** under a hire-purchase or leasing agreement. This cover only applies if:

- there is no other insurance in force which covers the same liability;
- **you** have the owner's permission to drive the car;
- the car is registered in and being driven in Great Britain, Northern Island, the Republic of Ireland, the Isle of Man or the Channel Islands; and
- **you** still have **your car** and it has not been damaged beyond cost-effective repair.

Note – There is no cover under clause 1b for damage, fire or theft to the car **you** are driving.

2. Cover for other people

We will also provide the cover under section 1a for:

- anyone insured by this **policy** to drive **your car**, as long as they have **your** permission;
- anyone **you** allow to use but not drive **your car**;
- anyone who is in or getting into or out of **your car**;
- the employer or business partner of anyone covered by this section while **your car** is being used for business purposes provided **your certificate of motor insurance** allows business use; or
- the legal personal representative of anyone covered under this section if that person dies.

3. Costs and expenses

a. Legal costs

If there is an accident covered by this **policy**, **we** have the option entirely at **our** discretion to pay the reasonable legal costs and/or expenses to defend or represent **you** or any driver covered by this **policy**:

- at a coroner's inquest or fatal accident inquiry; and/or
- in criminal proceedings arising out of the accident.

We must agree to all legal costs and/or expenses beforehand.

If **we** agree to pay such legal costs and/or expenses, **we** will advise **you** as to the extent of any assistance **we** will give.

b. Emergency medical treatment

We will pay for emergency treatment fees as set out in the **Road Traffic Act**. If **we** make a payment under this section only, it will not affect **your** no claim discount.

4. Payments made outside the terms of the policy

If **we** must make a payment because the laws of any country require **us** to do so, **we** may recover from **you**, or the person who is liable any payment that is not covered by this **policy**. This includes any amount that **we** would not otherwise be required to pay as a result of **your** failure to provide accurate information.

Exceptions to section A

What is not covered

We will not cover:

- loss of or damage to any car **you** drive or any **trailer** or vehicle **you** tow;
- anyone who has other insurance covering the same liability;
- death or injury to anyone while they are working with or for the driver of the car; except as set out in the **Road Traffic Act**;
- damage caused by any driver insured by this **policy** to any property they own or are responsible for;
- liability for more than £20,000,000 for any claim or series of claims for loss of or damage to property including any indirect loss or damage caused by one event (including all costs and expenses);
- liability caused by acts of terrorism as defined in the Terrorism Act 2000 (UK) and/or the Anti-Terrorism and Crime Act 2003 (Isle of Man) except as is strictly required under the **Road Traffic Act**;
- legal costs or expenses related to charges connected with speeding, driving under the influence of alcohol or drugs, or for parking offences;
- any injury, legal liability, loss or destruction of or damage to any property or any associated loss or expense that arises directly or indirectly as a result of;
  a. grinding, cutting, welding or soldering operations and/or
  b. use of blow lamps or torches
  on or in **your car**.

Section B Damage to your car

What is covered

If **your car** is damaged, **we** have the option to:

- pay to repair the damage or repair the damage ourselves;
- replace what is lost or damaged, if this is more cost-effective than repairing it; or
- settle **your** claim by sending **you** a cheque or by bank transfer.

The most we will pay

We will not pay more than the **market value** of **your car** at the time of the loss (less any **excess** that may apply).

What is not covered

We will not cover:

- the draining, flushing and replenishing of the fuel from **your car**, in the event of **misfuelling**.
- the sum of all **excesses** shown on the **schedule**. These may include the 'own damage' **excesses** and 'young or inexperienced driver' **excesses** if these apply. An inexperienced driver is a person who has held a full UK or EU driving licence for less than one year.

Section C Fire and theft

What is covered

If **your car** is lost or damaged as a result of theft, attempted theft, fire, lightning or explosion, **we** have the option to:

- pay to repair the damage or repair the damage ourselves;
- replace what is lost or damaged if this is more cost-effective than repairing it; or
- settle **your** claim by sending **you** a cheque or by bank transfer.

The most we will pay

We will not pay more than the **market value** of **your car** at the time of the loss (less any **excess** that may apply).

What is not covered

We will not cover:

- the **excess** shown in the **schedule**, unless **your car** is stolen from a private locked garage;
- loss or damage to **your car** as a result of someone acquiring it by fraud or trickery while pretending to be a buyer;
- loss or damage caused by theft or attempted theft if the keys and/or other devices which unlock **your car** and/or enables **your car** to be started and driven are left in or on **your car** which is unattended, or if **your car** has been left unattended and not properly locked (this includes any window, roof opening, removable roof panel or hood being left open or unlocked);
- loss or damage caused by theft or attempted theft to readily removable in-car electronic equipment unless it is in a glove compartment or a locked boot. In which case **we** will provide cover up to the amount shown in the **schedule**;
- loss or damage if any security or tracking device, which **we** insist is fitted to **your car**, has not been set or is not in full working order;
- loss or damage if the network subscription, for any tracking device which **we** insist is fitted to **your car**, is not current and operable; or
- loss or damage if the driver recognition device for any tracking device which **we** insist is fitted to **your car**, is left in or on **your car** whilst unattended.

Section D Windscreen damage

What is covered

We will pay to:

- replace or repair broken glass in the windscreen, sunroof or windows of **your car**, and repair any scratching to the bodywork caused by the broken glass, as long as there has not been any other loss or damage to **your car**; or
- replace the roof and rear windscreen assembly together if **your car** is fitted with a folding roof and it is more cost-effective than replacing the glass alone.

Claims under this section will not affect **your** no claim discount.

The most we will pay

We will not pay more than the **market value** of **your car** at the time of the loss (less any **excess** that may apply).

What is not covered

We will not cover:

- the **excess** shown in the **schedule**; or
- any amount greater than the limit shown in the **schedule** if **you** do not use an **approved windscreen supplier**.

Exceptions which apply to sections B, C and D

What is not covered

We will not cover:

- loss or damage caused by wear and tear or loss of value;
- any part of a repair or replacement which improves **your car** beyond its condition before the loss or damage took place;
- any mechanical, electrical or computer failure, breakdown or breakage;
- damage to tyres caused by braking, punctures, cuts or bursts;
- damage caused by pressure waves from an aircraft or other flying object travelling at or beyond the speed of sound;
- deliberate damage caused to **your car** by anyone insured under this **policy**;
- loss of use or other indirect loss such as travel costs or loss of earnings;
- loss or damage to any **trailer** or vehicle, or their contents, while being towed by **your car**;
- loss or damage to **your car** if, at the time of the incident, it was being driven or used without **your** permission by someone in **your** family or someone who is living with **you** (this exception does not apply if the person driving is reported to the police for taking **your car** without **your** permission);
- any amount over that shown in the **schedule** for loss of or damage to permanently fitted in-car audio, television, phone, CB radio, games-console or electronic-navigation equipment (if the equipment is part of **your car** specification when first registered, **we** will provide unlimited cover);
- loss or damage to any speed assessment equipment detection device;
- loss or damage due to any government, public or local authority legally taking, keeping or destroying **your car**;
- any reduction to the **market value** of **your car** as a result of it being repaired.

Conditions which apply to sections B, C and D

1. Hire-purchase, leasing and other agreements

If **your car** is currently on a hire purchase or financing agreement (except leasing) **we** will settle the claim by paying the legal owner. **We** will only pay **you** any remaining balance once the claim of the legal owner has been settled in full. If **your car** is on a leasing agreement, **we** will settle the claim by paying the legal owner.

2. Parts

We will repair **your car** with parts which have been made by **your car's** manufacturer if **your car** is a ŠKODA vehicle and repaired by a **ŠKODA approved repairer**. If any part or **accessory** is not available, the most **we** will pay for that part will be the cost shown in the manufacturer's last United Kingdom price list (plus reasonable fitting costs).

3. Removing and delivering your car

If **your car** cannot be driven as a result of loss or damage covered under this **policy**, **we** will pay the reasonable cost of taking it to the nearest suitable repairer. **We** will also pay the reasonable cost of delivering **your car** to **you** at the address shown in the **schedule** after it has been repaired.

We may put **your car** in safe storage, before it is repaired, sold or taken for scrap. **We** will pay the reasonable cost of storage.

Following an accident, **we** will help **you** and **your** passengers make arrangements to get home, to **your** original destination or take **you** to a safe place.

4. Repairs

If **our approved repairers** carry out the repairs, **you** do not need an estimate. Repairs carried out by **our approved repairers** are guaranteed for three years unless **you** sell **your car**.

You can arrange for reasonable and necessary repairs to be carried out at a repairer of **your** choice. However, **you** must give **us** full details of the incident and **we** must approve the detailed repair estimate before the work begins. Unless repairs are carried out by **our approved repairers** they are NOT guaranteed by **us** even though **we** may pay for those repairs directly.

5. Uneconomical repairs

If **your car** is uneconomical to repair (written off) and **we** agree to settle **your** claim on that basis, **you** still owe the full yearly premium as **we** will have met all **our** responsibilities to **you** under the **policy**. Once **we** settle **your** claim, **your car** will become **our** property and **you** must send **us** the registration document. All cover will then end unless **we** agree differently.

We will not refund any of **your** premium.

Section E Personal accident

What is covered

We will pay **you** or **your** legal representatives if **you** or **your partner** are accidentally injured while travelling in or getting into or out of any car, and this injury alone results within three calendar months of the date of the accident, in:

- death;
- total irrecoverable loss of sight in one or both eyes; or
- **loss of any limb**.

We will pay the benefit shown in the **schedule**.

What is not covered

We will not cover:

- any injury or death resulting from suicide or attempted suicide;
- anyone who is convicted for driving while under the influence of drink or drugs at the time of the accident; or
- an injured person under this **policy** if **we** insure them against personal accident under any other car insurance policy.

The most **we** will pay in any period of insurance is one benefit shown in the **schedule**.

Section F Other benefits

1. Medical expenses

We will pay medical expenses up to the amount shown in the **schedule** for each person injured if **your car** is in an accident, as long as there is no cover in force under another car insurance policy.

2. Personal belongings

We will pay for loss of, or damage to, clothing and personal belongings caused by fire, theft, attempted theft or accident, while they are in or on **your car**. The most **we** will pay for any one incident is the amount shown in the **schedule**. If **you** ask **us** to pay someone else, **we** will have no further responsibility to **you** once **we** have done so.

What is not covered

We will not cover loss of or damage to:

- money, credit or debit cards, stamps, tickets, vouchers, documents, securities (such as share and Premium Bond certificates), goods or samples carried in connection with any trade or business; or
- property insured under any other policy.

3. Hotel expenses

If **your car** cannot be driven after an accident or loss covered under section B of this **policy**, **we** will pay up to £150 for the driver (or £250 in total for all the people in the car) towards the cost of hotel expenses for an overnight stay if this is necessary.

4. New car cover

If **your car** is less than one year old and **you** are the first and only registered owner (or **you** have hired it under a lease hire or hire-purchase agreement), **we** will replace it with one of the same make and model if it has:

- been stolen and not found; or
- suffered damage covered by the **policy** and the cost of repairing is more than 60% of the last United Kingdom list price, (including taxes).

We can only do this if a replacement car is available in the UK and anyone else who has an interest in **your car** agrees.

If a suitable replacement car is not available, or **your car** was not supplied as new in the UK, **we** will pay **you** the **market value** of **your car** at the time of the loss (less any **excess** that may apply). If **we** settle a claim under this clause, the lost or damaged car becomes **our** property and **you** must send **us** the registration document.

5. Child car seats

If **you** have a child car seat fitted to **your car** and **your car** is involved in an accident, damaged by fire or theft or stolen and not recovered, **we** will cover **you** for the cost of replacing the child car seat with a new one of a similar standard, even if there is no apparent damage.

Section G Territorial limits and foreign use

1. Territorial limits

This **policy** provides the cover described in **your schedule** in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man, the Channel Islands and during journeys between these places.

2. Using your car abroad

This **policy** also provides the minimum cover **you** need by law to use **your car** in:

- any country which is a member of the European Union; and
- Jersey, Guernsey, Isle of Man and any country listed below which the Commission of the European Community approves as meeting the requirements of Article 8 of EC Directive 2009/103/EC on Insurance of Civil Liabilities arising from using motor vehicles.

Countries included:

Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and Switzerland.

3. Extending your policy cover abroad

For an extra premium, **your policy** can be extended to provide the same level of cover as **you** have in the territorial limits for an agreed period. **Your car** will also be covered during journeys between those countries by a recognised carrier.

Cover in these countries only applies if **your** permanent home is in the United Kingdom and **your** visit abroad is for less than 90 days in a **period of insurance**.

4. Customs duty

If **you** have to pay customs duty on **your car** in any of the countries covered in paragraph 2 because of repairs covered under **your policy**, **we** will pay these costs for **you**.

Section H Uninsured loss recovery (Optional extra)

This section only applies if it is shown on **your schedule**. This cover can be used if **you** have a road traffic accident for which **you** are not to blame that involves **your car**. **We** will pay the **costs** to help **you** claim from the person who was responsible for the accident.

Definitions

The following definitions apply to this section and are in addition to those shown on pages 7 and 8 of the policy.

Appointed representative – The **preferred law firm**, solicitor, or other suitably qualified person appointed by **us** to represent **you** under this section of the policy.

Costs –

a) All properly incurred, reasonable and proportionate legal fees, expenses and disbursements charged by the **appointed representative** and agreed by **us**. Legal fees, expenses and disbursements will be assessed on the standard basis or in accordance with any fixed recoverable costs scheme, if applicable.

b) The fees incurred by **your** opponent which **you** are ordered to pay by a **court** and any other fees **we** agree to in writing.

Court – Court, tribunal or other suitable authority.

Preferred law firm – The law firm **we** choose to provide legal services. These legal specialists are chosen as they have the expertise to deal with **your** claim and must comply with **our** agreed service standards.

Reasonable prospects of success –

We and the **appointed representative** agree that there is a better than 50% chance that **you** will:

a) obtain a successful judgment; and

b) recover **your** losses or damages or obtain any other legal remedy **we** agree to, including an enforcement of judgment, making a successful appeal or defence of an appeal.

Terms of appointment – A separate contract which **we** will require the **appointed representative** to enter into with **us** if the **appointed representative** is not a **preferred law firm**. This contract sets out the amounts **we** will pay the **appointed representative** under **your** policy and their responsibilities to report to **us** at various stages of the claim.

Territorial limits – Jersey, Guernsey, Isle of Man and any country which the Commission of the European Community approves as meeting the requirements of Article 8 of EC Directive 2009/103/EC on Insurance of Civil Liabilities arising from using motor vehicles.

What is covered

This cover can be used if **you** have a road traffic accident for which **you** are not to blame that involves **your car**.

We will pay the **costs** to help **you** claim from the person who was responsible for the accident.

Cover will be provided under Section H – Uninsured Loss Recovery as long as:

a) **we** and **your appointed representative** agree **your** claim has **reasonable prospects of success** for the duration of the claim.

b.) at the time of the incident, **your car** is being used by a person identified in, and for a purpose allowed by, **your certificate of motor insurance**;

c) the incident happens within the **territorial limits** and during a period cover was in force; and

d) any legal proceedings will be carried out within the **territorial limits** by a **court**.

The most we will pay, including any appeal or counterclaim, for all claims that arise from the same incident is £100,000 (including VAT).

Section H Uninsured loss recovery continued

Examples of what you may claim for include:

- compensation for **your** death or injury;
- loss of earnings;
- Accident repair costs if **you** do not have comprehensive cover; or
- damage to any property in **your car** which **you** own or are legally responsible for.

Exceptions which apply to Section H – Uninsured Loss Recovery cover

See also the general exceptions which apply to the whole policy.

Any claim arising from or relating to:

a) **costs** that relate to the period before **we** accept **your** claim;

b) fines, penalties, compensation or damages which **you** are ordered to pay by a **court**;

c) a dispute with **us** about this section of the policy other than as shown under 'How to complain' on page 33;

d) loss or damage that is insured under another section of this policy or any other insurance policy;

e) any appeal where **we** did not provide cover for the original claim; or

f) incidents which begin before the cover started;

Conditions which apply to Section H –Uninsured Loss Recovery cover

See also the general conditions which apply to the whole policy. General conditions 2, 3 and 4 on page 25 do not apply to Section H – Uninsured Loss Recovery

1) Observing the policy terms

You must comply with all of the terms and conditions of this policy, take all reasonable precautions to minimise the cost of claims and to prevent a claim from happening.

If **our** position is prejudiced as a result of **you** not observing any of the terms and conditions of this policy, **we** have the right to:

- refuse or withdraw from any claim;
- refuse to pay **costs we** have already agreed to meet; and
- claim back from **you costs** that **we** have paid.

2) Reporting your claim

a) **You** must report full and factual details of **your** claim to **us** within a reasonable time of it happening.

b) **You** must send **us** any information that **we** ask for that is reasonable and relevant to **your** claim (**you** must pay any charges involved in providing this information).

3) Choosing an appointed representative

a) **You** have the right to choose an **appointed representative** to safeguard **your** interests from the time **you** have the right to make a claim under this **policy**. This includes the right to choose the **solicitor** to serve **your** interest in any inquiry or proceedings or if a conflict of interests arises.

b) If **you** choose an **appointed representative** who is not a **preferred law firm** they must agree to act for **you** in line with **our terms of appointment** (**you** can ask **us** for a copy). Cover for their **costs** will only commence from the date they agree to **our terms of appointment**.

c) The **appointed representative** will enter into a separate contract of appointment directly with **you**. **You** will be responsible for **costs** incurred by the **appointed representative** which are not authorised by the **us**.

Section H Uninsured loss recovery continued

4) Co-operating with the appointed representative and us

a) If **we** ask, **you** must tell the **appointed representative** to give **us** any documents, information or advice that they have or know about.

b) **You** must fully co-operate with the **appointed representative** and **us**, and not take any action that has not been agreed by **your appointed representative** or by **us**.

c) **You** must keep **us** and the **appointed representative** continually and promptly informed of all developments relating to the claim and provide **us** and the **appointed representative** immediately with all information, evidence and documents that **you** have or know about.

d) **You** must get **our** permission before instructing a barrister or an expert witness.

e) **We** can contact the **appointed representative** at any time, and he or she must co-operate fully with **us** at all times.

5) Barrister's opinion

If there are conflicting opinions over **reasonable prospects of success** **you** will be required to obtain an opinion from a barrister; the choice of the barrister needs to be agreed between **you** and **us**. **You** will be responsible for paying for the opinion unless it shows that **your** claim has **reasonable prospects of success**.

6) Settling or ending your claim

a) **You** must tell **us** if anyone makes a payment into **court** or offers to settle **your** claim.

b) **You** must not stop, settle, negotiate or withdraw from a claim or withdraw instructions from the **appointed representative** without **our** approval. **We** will not withhold **our** approval without good reason.

c) If an **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss them without good reason, cover for **your** claim will end immediately unless **we** agree to appoint another **appointed representative**.

d) **We** can decide to settle **your** claim by paying **you** the compensation **you** are likely to be awarded by a **court** instead of starting or continuing **your** claim or legal proceedings. If **your** claim is not for damages, **we** may decide to settle **your** claim by paying **you** the equivalent financial value of **your** claim.

e) **We** can refuse to pay further **costs** if **you** do not accept a payment into **court**, or an offer to settle a claim, which **we** or **your appointed representative** considers should be accepted.

f) **We** can refuse to pay further **costs** if **we** or **the appointed representative** consider that those **costs** would be disproportionate to the value of the claim.

g) **You** must tell **us** if **your** claim no longer has r**easonable prospects of success**.

h) **We** can refuse to pay further **costs** if **your** claim no longer has **reasonable prospects of success**.

7) Assessing and recovering costs

a) **We** have the right to have **costs** certified by the appropriate professional body, audited by costs draftsmen **we** choose or assessed by a **court**.

b) **You** must tell **your appointed representative** to claim back all **costs that you** are entitled to. If **costs we** have paid are recovered, **you** must refund them to **us**.

c) **We** and **you** will share any **costs** that are recovered where:

i) **We** refused to pay further **costs** and **you** paid more **costs** to end **your** claim.

ii) **You** chose to pay the difference between the **costs we** offered to the **appointed representative** under **our terms of appointment** and the **costs** charged by the **appointed representative**.

We and **you** will each receive the same percentage of the recovered **costs** as originally paid.

8. Cancellation

You can cancel this section of **your policy** at any time by telling **us** either over the phone or in writing.

- If **you** cancel this section before cover is due to start, **we** will return any premium **you** have paid in full.
- If **you** cancel this section after it has started **we** will return any premium paid less a charge for the number of days for which cover has been given.

We will not refund any premium if **you** have made a claim or if one has been made against **you** during the period of cover.

9. Legal Advice Helpline

You have access to **our** 24 hour Legal Advice Helpline for confidential expert UK legal advice on any motoring legal problem. This service provides advice only, for legal advice please contact **us** on 0345 305 3956. **You** must have brought Section H – Uninsured Loss Recovery to receive this service and legal expenses insurance cover.

Guaranteed replacement car

Additional definitions that apply to this section
Replacement car – **Courtesy car** or **Hire car**
Hire car – a small hatchback car or similar that is supplied to **you** by the **hire car company** on a temporary basis. This car should keep **you** mobile but may not be the same as **your car** in terms of its size, type, value or status.
Hire car company – the company that we will instruct to provide you with the **replacement car**.
Courtesy car – a small hatchback car or similar that is supplied to **you** by **our approved repairer** on a temporary basis. This car should keep **you** mobile but may not be the same as **your car** in terms of its size, type, value or status.

What is covered
If **you** make a claim under section B or C of **your policy**, **we** will arrange for a **replacement car** to be supplied to **you**, unless the wording under the heading "The most **we** will pay" below applies.
If **your car** is being repaired by **our approved repairer**, we will arrange for a **replacement car** to be supplied to **you** whilst those repairs are carried out.
If **your car** is being repaired by **your** own repairer we will arrange for a **hire car** to be supplied to you for up to 21 days in a row.
If **your car** is not repairable (written off) or stolen and not recovered, **we** will arrange for a **replacement car** to be supplied to you for:
– up to 21 days in a row; or
– up to 7 days after the first or only payment has been issued to you in settlement of **your** claim whichever is the shortest.

The most we will pay
If **we** are unable to provide you with a **replacement car** because:
– **you** suffer an injury during the accident which prevents you from driving; or
– **your car** has been professionally adapted or converted to carry a disabled driver or passenger and a suitable **replacement car** is not available; or
– there are no **replacement cars** available and no alternative cars are available for replacement, **we** will reimburse **your** travel costs (up to £50 a day and up to a maximum of £500 over the 21 days following **your** claim).

What is not covered
We will not provide a **replacement car**:
– for any loss which takes place outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; or
– if **you** are only claiming for windscreen or glass damage.

Conditions that apply to this section
1. **Your** policy will automatically be extended to cover **you**, and any person entitled by **your certificate of motor insurance** to drive, whilst using the **replacement car** and is restricted to the limits on use and exclusions shown on the **certificate of motor insurance**. If **you** make a claim, **you** will have to pay any **excess** that applies as if the claim was made for **your car**.
2. **You** may only use the **replacement car** in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, unless the **replacement car company** gives you permission and appropriate insurance cover for use elsewhere.
3. **You** will be given a copy of the **replacement car company's** terms and conditions when **you** receive the **replacement car**. If there is any difference between our terms and the terms and conditions of the **replacement car company, our terms** will apply.
4. All requests for the reimbursement of travel costs will need to be substantiated with documentary evidence otherwise **we** may not be able to reimburse **you**.
5. **You** may be charged a refundable deposit, when **you** take delivery of the **replacement car**. The deposit will be refunded on return of the **replacement car** to **us**, subject to our terms and conditions.

General exceptions

General exceptions which apply to sections A to H

You are not covered for any of the following:

1. Who uses your car

We will not cover any injury, loss, damage or liability which takes place while **your car** is being:

- driven by any person not described as entitled to drive by the **certificate of motor insurance** or **schedule**;
- used for any purpose not allowed by the **certificate of motor insurance** or **schedule**;
- driven by someone who does not have a valid driving licence or is disqualified from holding or obtaining such a licence or is breaking the conditions of their driving licence.

This exception does not apply if **your car** is:

- with a member of the motor trade for maintenance or repair;
- stolen or taken away without **your** permission; or
- being parked by an employee of a hotel, restaurant or car-parking service.

2. Contracts

We will not cover any legal liability that arises as a result of **you** entering into any agreement or contract, unless **you** would have been liable even without such an agreement or contract.

3. Radioactivity

We will not cover any loss or damage to property or any direct or indirect loss, expense or liability caused or contributed to by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste; or
- the radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.

4. War

We will not cover any injury, loss, damage or liability caused by war, invasion, revolution or a similar event except as is strictly required under the **Road Traffic Act**.

5. Riot

We will not cover any loss or damage caused by riot or civil commotion outside Great Britain, the Isle of Man or the Channel Islands. This exception does not apply to section A of this **policy**.

6. Use on airfields

We will not cover any injury, loss, damage or liability caused by using **your car** in any area where aircraft are normally found to be landing, taking off, moving or parked.

General exceptions continued

7. Pollution

We will not cover any injury, loss, damage or liability caused by pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unexpected and accidental incident which happens during the period of insurance.

8. Recovery of seized cars

We will not cover securing the release of a motor car, other than **your car**, which has been seized by, or on behalf of, any government or public authority.

9. Use on Nürburgring Nordschleife

We will not cover any injury, loss, damage or liability whilst **your car** is being used or driven on the Nürburgring Nordschleife.

General conditions

General conditions which apply to sections A to H

1. Providing accurate information

We will only provide the cover set out in the **policy** if **you** keep to all the **terms** and conditions of the **policy**.

It is important to ensure that all information given to **us**, including relating to all drivers under the **policy**, is correct to the best of **your** knowledge. Failure to provide correct information or inform **us** of any changes could adversely affect **your policy**, including invalidating **your policy** or claims being rejected or not fully paid.

The **policy** will also include Uninsured Loss Recovery, if **you** have purchased this.

2. Notification of accidents and losses

You must tell **us** as soon as reasonably possible about any incident which may lead to a claim under this **policy**. If **you** receive any notice of prosecution, inquest or fatal accident inquiry or **you** are sent a writ, summons, claim or letter, **you** must send it to **us**, unanswered, as soon as possible.

This condition does not apply to section H.

3. Claims procedure – Our rights and your obligations

a. You must not admit liability for or negotiate to settle any claim without **our** written permission.

b. We are entitled to:

- take over and carry out the negotiation, defence or settlement of any claim in **your** name, or in the name of any other person covered by this **policy**;
- take proceedings in **your** name, or in the name of any other person covered by this **policy**, to get back any money **we** have paid under this **policy**.

c. You must give **us** any information and help **we** need.

This condition does not apply to section H.

4. Administration fee

If **you** make any temporary or permanent changes to **your policy** during the year **you** may have to pay an administration fee as well as any additional premium.

An administration fee may apply even though an amendment results in a return of premium to **you**. Please refer to **your schedule** for details of the administration fee.

This condition does not apply to section H.

5a. Cancellation by us

We have the right to cancel **your policy** at any time by giving **you** 14 days' notice in writing where there is a valid reason for doing so.

We will send **our** cancellation letter to the latest address **we** have for **you**.

Valid reasons may include but are not limited to:

- where **you** are required in accordance with the terms of this **policy**, to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that substantially affects **our** ability to process **your** claim, or deal with **your policy**;
- where there are changes to **your** circumstances which mean **you** no longer meet **our** criteria for providing **motor insurance**;
- where **you** have used threatening or abusive behaviour or language or **you** have intimidated or bullied **our** staff or suppliers.

If **we** cancel **your policy we** will return the premium paid less the amount for the period the **policy** has been in force. If **you** have made a claim or if one has been made against **you** and **we** cancel **your policy**, **we** will return the premium paid, less a charge for the number of days for which cover has been given. If **you** are a resident of Northern Ireland, Isle of Man or the Channel Islands **you** must return the **certificate of motor insurance** to **us**.

5b. Cancellation by you

You can cancel this **policy** at any time by telling **us** either over the phone or in writing.

Cancelling the direct debit instruction does not mean **you** have cancelled the **policy**.

- If **you** cancel before **your policy** is due to start, **we** will return any premium **you** have paid in full.
- If **you** cancel within 14 days of the **policy** starting or within 14 days of receiving **your** documents (whichever occurs later) **we** will return any premium paid less a charge for the number of days for which cover has been given.
- If **you** cancel after those 14 days have passed, **we** will return any premium paid less:
  - a charge for the number of days for which cover has been given; and
  - an administration fee as shown in **your schedule**.

We will not refund any premium if **you** have made a claim or if one has been made against **you** during the period of cover. If **you** have made a claim, or one has been made against **you,** the balance of the year's premium will become payable. If **you** are a resident of Northern Ireland, Isle of Man or the Channel Islands **you** must return the **certificate of motor insurance** to **us**.

5c. Cancellation on renewal

- If **you** cancel before the new period of insurance (renewal) is due to start, **we** will return any premium paid in full.
- If the new period of insurance (renewal) has started and **you** cancel within 14 days of it starting or within 14 days of receiving **your** documents (whichever occurs later), **we** will return any premium paid less a charge for the number of days for which cover has been given.
- If **you** cancel after those 14 days have passed, **we** will return any premium less a charge for the number of days for which cover has been given and an administration fee as shown in **your schedule**.

We will not refund any premium if **you** have made a claim or if one has been made against **you** during the period of cover. If **you** have made a claim, or one has been made against **you,** the balance of the year's premium will become payable. If **you** are a resident of Northern Ireland, Isle of Man or the Channel Islands **you** must return the **certificate of motor insurance** to **us**.

5d. Suspensions

You can suspend this **policy** at any time by telling **us** either over the phone or in writing. Please return the **certificate of motor insurance**.

- If **you** suspend cover **we** will retain any premium paid. If **you** are paying by instalments, **you** must continue paying instalments during the period of suspension.
- If cover is suspended for 28 days or more in a row or if the **policy** expiry date passes during the period of suspension, **you** will receive a pro rata refund for the suspension period.

If cover is suspended for 27 days or less in a row and reinstated before the **policy** expiry date **we** will not refund any premium.

We will not refund any premium if **you** have made a claim or if one has been made against **you** during the period of cover. If **you** have made a claim, or one has been made against **you,** the balance of the year's premium will become payable.

6. Taking care of your car

You and any person who is covered by this **policy** must:

- make sure **your car** is roadworthy;

- take all reasonable steps to protect **your car** and its contents from loss or damage;
- make sure **you** keep property left in an open or **convertible** car in a locked boot or locked glove compartment; and
- allow **us** to examine **your car** at any reasonable time if **we** ask **you**.

7. Car sharing

Your policy covers **you** for carrying passengers for social or similar purposes in return for payment. But it does not cover **you** if:

- **your car** is made or adapted to carry more than eight passengers (excluding the driver);
- **you** are carrying the passengers as customers of a passenger-carrying business; or
- **you** are making a profit from the passengers' payments.

If **you** are not sure whether a car-sharing arrangement is covered by the **terms** of this **policy**, please contact **us**.

8. Modifications to your car

You must tell **us** what **modifications you** intend to make and obtain **our** agreement prior to making them. **Modifications** are changes to **your car**'s standard specification, including optional extras. These include, but are not restricted to, changes to the appearance and/or the performance of **your car** (including wheels, suspension, bodywork and engine).

Failure to provide correct information or inform **us** of any changes could adversely affect **your policy**, including invalidating **your policy** or claims being rejected or not fully paid.

9. Fraud

You must be honest in **your** dealings with **us** at all times.

We will not pay a claim that is in any way fraudulent, false or exaggerated.

If **you**, any person insured under this **policy** or anyone acting on **your** behalf attempts to deceive **us** or knowingly makes a fraudulent, false or exaggerated claim:

- **your policy** may be cancelled;
- **we** may reject **your** claim and any subsequent claims;
- **we** may keep any premium **you** have paid.

What happens if we discover fraud

We have the right to cancel any other products **you** hold with **us** and share information about **your** behaviour with other organisations to prevent further fraud.

We may also involve the relevant authorities who are empowered to bring criminal proceedings. If a fraudulent, false or exaggerated claim has been made under any other **policy you** hold with **us**, **we** may cancel this **policy**.

10. Other insurance

If **you** have other insurance which covers the same loss, damage or liability, **we** will not pay more than **our** share of **your** claim. This does not apply to personal accident benefit (see section E).

11. If you miss a payment

If **we** have been unable to collect **your** premium on the date it is due, **we** will write to **you** in order to give **you** the opportunity to make the payment.

If the premium remains unpaid by the date **we** set out in **our** letter, **we** will give **you** 14 days' notice that **we** will cancel **your policy**, and inform **you** in writing when this cancellation has taken place.

General conditions continued

If **you** have made a claim, or one has been made against **you** before that date, then the balance of the year's premium will become payable.

12. If you have not paid your premium

We may refuse **your** claim or deduct any unpaid premiums from any claim payment **we** make to **you**.

13. People involved in this contract

This contract is between **you** and **us**. Nobody else has any rights they can enforce under this contract except those they have under the **Road Traffic Act**.

14. Automatic renewal

When **your policy** is due for renewal, **we** may offer to renew it for **you** automatically using the payment details **you** have already given, unless **we** or **you** have advised otherwise.

We will write to **you** at least 21 days before **your policy** ends and before taking any payment to confirm **your** renewal premium and **policy terms**. If **you** do not want to renew **your policy you** must call **us** before **your** renewal date to let **us** know.

It is not possible to offer automatic renewal in all circumstances, for example **we** may need to discuss **your** renewal invite with **you** or **your** payment method may change.

Your renewal invite will advise if **your policy** will be automatically renewed or if **you** need to call **us**. If **we** are unable to offer renewal **terms we** will write to **you** at **your** last known address to let **you** know.

15. Vehicle registration

To be covered by this **policy your car** must be registered in, or be in the process of being registered in, the UK, the Channel Islands or the Isle of Man.

ŠKODA Car Insurance privacy notice

Why we need your information

We need your information and that of others you name on the policy to give you quotations, and manage your insurance policy, including underwriting and claims handling. Your information comprises of all the details we hold about you and your transactions and includes information we obtain about you from third parties. We will only collect the information we need so that we can provide you with the service you expect from us.

How we will use your information and who we will share it with

SKODA Car Insurance is introduced by Volkswagen Financial Services (UK) Limited (VWFS) and underwritten by U K Insurance Limited (UKI).

During the course of our dealings with you we may need to use your information to:

- Assess financial and insurance risks,
- Prevent and detect crime including anti money laundering and financial sanctions,
- To comply with our legal and regulatory obligations,
- Develop our products, services, systems and relationships with you,
- Record your preferences in respect of products and services,
- Recover any debt, or if you have outstanding debt from previous dealings with us we will only offer you a policy upon settlement of the full outstanding amount,
- Review our records for signs of any previous fraudulent activity which may affect our ability to offer you cover.

In carrying out the actions above we may:

- Use the information we hold in our system about you and that of others named on the policy, for example named drives,
- Share the information with agencies that carry out certain activities on our behalf, for example those who help us underwrite your policy,
- Use and share your information with our approved suppliers where this is reasonably required to help deal with your claim or let you benefit from our replacement vehicle and policyholder services, including with our credit hire providers, replacement vehicle suppliers, vehicle repairers and legal advisors,
- Disclose some of your information and that of others named on the policy to other insurers, third party underwriters, reinsurers, credit reference, fraud prevention, regulators and law enforcement agencies and other companies that provide service to us or you.

We do not disclose your information to anyone except where:

- We have your permission,
- We are required or permitted to do so by law,
- We may transfer rights and obligations under this agreement.

VWFS and UKI will use your Personal Information to:

- confirm, update and improve their customer records;
- identify and market products and services that may be of interest to you;
- analyse and develop their relationships with you;
- help in processing any applications you may make.

Where we transfer your information

From time to time we may require services from suppliers that are based worldwide and your information will be shared with them for the purposes of providing that service. Where we engage these suppliers we require that they apply the same levels of protection, security and confidentiality we apply. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

ŠKODA Car Insurance privacy notice continued

Sensitive Information

Some of the personal information we ask you for may be sensitive personal information, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to provide the services described in your policy documents.

Dealing with other people

It is our policy to deal with your spouse or partner who calls us on your behalf, provided they are named on the policy. Please tell us who they are when you take out your policy. If you would like someone else to deal with your policy on your behalf on a regular basis, please let us know. In some exceptional cases we may also deal with other people who call on your behalf, with your consent. If at any time you would prefer us to deal only with you, please let us know.

Keeping you informed

We may disclose your personal information to other companies within the Volkswagen Group and other carefully selected financial services and insurance companies we partner with, so that you can be informed of products and services which may be of interest to you. These companies are located in countries within the EEA which have equivalent data protection laws. Your personal data will not be transferred to countries outside the EEA. Details of the countries and those involved are available on request.

You may tell VWFS or UKI that you do not wish to receive information from VWFS (and its subsidiaries) or UKI about other services or products or any third party services or products. If you would prefer not to receive this information please tell VWFS or UKI when you next call, or write to VWFS at Brunswick Court, Yeomans Drive, Blakelands, Milton Keynes, MK14 5LR or U K Insurance Limited, Direct Line House, The Headrow, Leeds, LS1 8HZ.

From time to time we may need to change the way we use your information. Where we believe you may not reasonably expect such a change we will write to you. When we do so, you will have 60 days to object to the change but if we do not hear from you within that time you consent to that change.

Fraud Prevention and Anti-Money Laundering

Please take time to read the following as it contains important information relating to the details you have given or should give to us. You should show this notice to anyone whose data has been supplied to us in connection with your policy.

To prevent and detect fraud we may at any time:

Share information with other organisations and public bodies including the police although we only do so in compliance with the Data Protection Act 1998.

Check and/or file details with fraud prevention agencies and databases and if we are given false or inaccurate information and we identify fraud, we will record this. We and other organisations may also use and search these agencies and databases from the UK and other countries to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household,
- Trace debtors or beneficiaries, recover debt, prevent fraud, and to manage your accounts or insurance policies,
- Check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity.

Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking applications for, and managing credit and other facilities and recovering debt,

ŠKODA Car Insurance privacy notice continued

- Checking insurance proposals and claims,
- Checking details of job applicants and employees.

We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

We can provide the names and addresses of the agencies we use if you would like a copy of your information held by them. Please contact: ***Data Protection Officer*** at, UKI, Churchill Court, Westmoreland Road, Bromley, BR1 1DP quoting your reference. The agencies may charge a fee.

Financial Sanctions

We will use information about you and that of others named on policy to ensure compliance with financial sanctions in effect in the UK and internationally. This will include the checking of your information against the HM Treasury list of financial sanctions targets as well as other publically available sanctions lists. Your information and that of others named on policy may be shared with HM Treasury and other international regulators where appropriate. You may also be contacted in order to provide further details in order to ensure compliance with Financial Sanctions requirements.

Credit Reference Agencies

We carry out a consumer search when any application for insurance is submitted to evaluate insurance risks. This is done only using the data that is publically accessible on your credit file (i.e. bankruptcy, CCJ and electoral roll information). Information about access to the public part of your credit file is automatically deleted after 12 months and in no way affects your ability to obtain credit.

You will have been asked to agree to this when you first contacted us but please ensure that you only provide us with sensitive information about other people with their consent.

Access to your information

You have the right to see the information we hold about you. This is called Subject Access Request. If you would like a copy of your information, please write to:

Data Access Team at, UKI, Churchill Court, Westmoreland Road, Bromley, BR1 1DP quoting your reference. A fee may be payable.

Motor Insurance Database

Information relating to your policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). The 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 (Tax Discs),
- 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 you are involved in a road traffic accident (either in the UK, the EEA 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. It is our responsibility to update your policy to the MID. We fully comply with the agreements in place with the MIB to update your details within seven days; however it is important that you check your policy documents ensuring that the registration number is recorded correctly.

ŠKODA Car Insurance privacy notice continued

If it is incorrectly shown on the MID you are at risk of having your car seized by the Police. You can check that your correct registration number is shown on the MID at **www.askMID.com**

If the registration number is not shown correctly on your policy documents, or you cannot find your car on the MID, please contact us immediately.

Important information about your policy

How to make a claim

To notify us of a claim please telephone **0345 246 9091.**

How to make a complaint

If your complaint relates to a claim please contact your claims handler whose details will be shown on your claims documentation. For all other complaints please call us on our priority number **0800 085 2446** or **0141 349 0196** if abroad.

If you wish to write, then please address your letter to the regional customer service manager at the address shown on your claims documentation for claim related complaints or; the head of sales and customer service at the address shown on your schedule for all other complaints.

Our staff will attempt to resolve your complaint immediately. If this is not possible, we promise to acknowledge your complaint within five business days of receipt. In the unlikely event that your complaint has not been resolved within four weeks of its receipt, we will write and let you know the reasons why and the further action we will take.

If we cannot resolve the differences between us, we will issue a final response letter. Upon its receipt, you may refer your complaint to the Financial Ombudsman Service (FOS) which, once contacted, will liaise with us on your behalf. The FOS will then inform you directly of its decision. Referral to the FOS will not prejudice your right to take subsequent legal proceedings. Their address is: The Financial Ombudsman Service, Exchange Tower, London E14 9SR (telephone number **0300 123 9123** or **0800 023 4567**).

If you are a business and for any reason your complaint falls outside of the jurisdiction of the FOS then we will still respond to your complaint but if we cannot sort out the differences between us you will not be able to refer the matter to FOS. However, this will not affect your legal rights.

European Online Dispute Resolution Platform

If you, an individual, purchased your policy online mainly for your own private use there is now an Online Dispute Resolution (ODR) platform created by the EU Commission, which can help with resolving disputes. You can enter any complaint, other than for trade, about your policy onto the 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. Their contact details are above, if you prefer to contact them directly. For more information about ODR please visit **http://ec.europa.eu/odr**

If your complaint relates to Section H – Uninsured Loss Recovery, you can refer your complaint to arbitration instead (where an independent person, known as an arbitrator, makes a decision to settle the dispute).

The arbitrator will be a solicitor or barrister or other suitably qualified person that you and we agree on. If you and we cannot agree then we will ask the Chartered Institute of Arbitrators to decide. The arbitrator's decision will be final and whoever does not win will have to pay all costs and expenses.

Details about our regulator

U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms, can be visited at **www.fca.org.uk**, or the Financial Conduct Authority can be contacted on **0800 111 6768**.

Important information about your policy continued

ŠKODA 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). Volkswagen Insurance Service (Great Britain) Ltd is an appointed representative of VWFS UK. VWFS UK is authorised and regulated by the FCA, registration number 311988. Authorisation details for both organisations can be checked on the Financial Services Register by visiting fca.org.uk or by calling the FCA on 0800 111 6768. VWFS UK and UK Insurance Limited are not part of the same corporate group.

The Financial Services Compensation Scheme

General insurance claims are covered by the Financial Services Compensation Scheme. Full details of the cover available can be found at **www.fscs.org.uk**. U K Insurance Limited is a member of this scheme.

ŠKODA Insurance will also be happy to send you any of our brochures, letters or statements in Braille, large print or audio, upon request.

ŠKODA Car Insurance is underwritten by U K Insurance Limited, The Wharf, Neville Street, Leeds LS1 4AZ. Registered in England and Wales No: 1179980. U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Calls may be recorded.

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