

# PRESTIGE

UNDERWRITING

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## MULTI-VEHICLE POLICY WORDING

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# Welcome to Your Prestige Underwriting Services Limited 'Multi Vehicle Insurance' policy

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Thank you for choosing Prestige Underwriting Limited for your Multi Vehicle Insurance.



Prestige Underwriting Services Limited who are authorised and regulated by the Financial Conduct Authority, FRN 307105.

Your **policy** has been arranged with Aviva Insurance Limited.



This **policy** has been underwritten by Prestige Underwriting Limited on behalf of Aviva Insurance Limited.

Aviva Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Registered in Scotland, No. 2116. Firm reference number 202153. Registered Office: Pitheavlis, Perth PH2 0NH

## **24 HOUR ACCIDENT REPORTING LINE**

**0800 068 2731** (For accidents that occur in Northern Ireland, Channel Islands or the Isle of Man, please call 0800 404 9958)

You can call our claim reporting line anytime, day or night. **We** are on duty 24 hours a day, 365 days a year, to take notification of any new claims and assist you in an emergency. This will help progress your claim as fast as possible. If required, **we** will be able to arrange recovery of **your vehicle** to a secure location.

## General definitions and interpretation

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The following words will have the same meaning attached each time they appear in this **policy** in **bold** type face.

### Automated driving mode

Any vehicle operating mode in which the vehicle is driving itself as defined in the Automated and Electric Vehicles Act 2018 or **Road Traffic Acts**.

### Automated vehicle

A vehicle designated as being legally able to safely drive itself and is listed as an **automated vehicle** under the Automated & Electric Vehicles Act 2018.

### Certificate of motor insurance

The current document that proves you have the motor insurance required by the **Road Traffic Acts** to use **your vehicle** on a road or other public place. It shows who can drive **your vehicle**, what it can be used for and whether any permitted drivers are allowed to drive other vehicles The **certificate of motor insurance** does not show the cover provided.

### Computer System(s)

Any computer, hardware, **Software**, applications, communications system, electronic device (including, but not limited to, smartphone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **data** storage device, networking equipment or back up facility.

### Cyber Act

A deliberate unauthorised, malicious or criminal act or series of acts, regardless of time and place which involves access to, processing of, use of, or operation of any **Computer Systems** and is intended to create, or to have the effect of creating an outcome which includes but is not limited to denial of access, threat, deception, hoax or extortion.

### Data

All information, which is electronically stored, recorded, transmitted or represented, or contained in any formats, materials or devices used for the storage of **data** including but not limited to operating systems, records, programs, **software** or firmware, code of series of instructions facts, concepts, code or any other information of any kind.

### Endorsement(s)

An amendment to the terms of this insurance.

### Excess

**Excess** means your contribution towards the payment of any claim.

### High category hazardous goods

Any substance within the following United Nations Hazard Classes;

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

### Hazardous locations

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

### Insured section(s)

**Insured section** means a section of this **policy** that forms part of the insurance contract but only if made effective by the "Cover" stated in the **policy** schedule.

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## Insurer/we/us

Aviva Insurance Limited

## Market value

**Market value** the cost of replacing **your vehicle** with one of the same make, model, specification, age, condition and history as determined by reference to vehicle value publications.

## Period of insurance

**Period of insurance** means the length of time covered by this insurance as shown on the schedule.

## Persons Insured

**Principal policyholder** The person who has entered into this contract of insurance on behalf of themselves and on behalf of each **vehicle policyholder** and/or **named driver**.

**Vehicle policyholder** Person nominated by the **Principal policyholder** as being the main user of any vehicle insured under this **policy** as described in your schedule, providing the **certificate of motor insurance** allows that person to drive the motor vehicle. Where the **vehicle policyholder** is the owner/registered keeper of the vehicle any benefits which may be due under **insured sections A, B and C** may be paid, at our discretion to them instead of the **Principal policyholder** named in your schedule.

**Named driver** Person nominated by the **Principal policyholder** as being a user (but not the main user) of any motor vehicle under this **policy** as described in your schedule, providing the **certificate of motor insurance** allows that person to drive the motor vehicle.

## Policy

**Policy** means this document, the schedule and any **endorsements** attaching to this document or the schedule that will be considered part of the legal contract and any word or expression in bold type face on any of these documents will bear the specific meaning stated in these definitions.

## Road Traffic Acts

**Road Traffic Acts** means all 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.

## Safety critical software

Any **Software** which without being installed or updated would make it unsafe to use the vehicle.

## Software

Any **software, Safety Critical Software**, firmware, operating systems, electrical control systems, **Data, data** storage materials, telecommunication links or any reliance on recognising, using or adopting any date, day of the week or period of time, other than the true or correct date, day of the week or period of time

## Territorial limits

**Territorial limits** means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and during sea transit between ports in these areas including the processes of loading and unloading

## Your Vehicle

Any motor vehicle described on your schedule and any other motor vehicle for which details have been supplied to **us** and a **certificate of motor insurance** bearing the registration mark of that motor vehicle which has been delivered to you in accordance with the **Road Traffic Acts** and remains effective.

Any motor vehicle loaned to you or a permitted driver shown on your **certificate of motor insurance** by a supplier **we** have nominated following a claim under the **policy**.

# The contract of insurance

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This is a contract between the **Principal policyholder** (who acts on behalf of themselves and each **vehicle policyholder** and/**named driver**) and **us**. Please read this document, your **certificate of motor insurance** and schedule very carefully along with any changes to your **policy** or important information that **we** give you at renewal. If they are incorrect in any way, please tell **us** immediately.

**We** will insure the **persons insured**, provided that you pay the premium and subject to the terms, conditions, provisions and exceptions of this insurance against loss, damage or legal liability which may occur during any **period of insurance**.

This contract is entered into on the basis that you have taken all reasonable care to answer all questions asked honestly, accurately and to the best of your knowledge and that any other information given either verbally or in writing by you or on your behalf at the time you applied for insurance is also complete and has been given honestly and to the best of your knowledge. The information that you have given to **us** is shown on your statement of fact or statement of insurance but will also include further information given either verbally or in writing by you or on your behalf at the time you applied for insurance. You must therefore ensure that all information given to **us** is accurate. Failure to do so may result in your **policy** being cancelled, claims declined or not fully paid or the **policy** made void and treated as if it never existed.

If there are any changes to the facts presented in arranging this insurance you must inform **us** immediately. Amendments to this contract must be made and agreed in writing.

Nobody other than you (**Persons Insured**) and **us** (Aviva Insurance Limited) has any rights that they can enforce under this contract except for those rights that they have under Road Traffic law in any country in which this insurance applies.

Unless **we** have agreed differently, this **policy** is subject to the law of England and Wales.

## Alternative Formats and Additional Support

This **policy** wording and other associated documentation are also available in alternative formats including large print, audio and braille. If you require any of these formats, in the first instance please contact your insurance broker.

## Help and Support

**We** will seek to offer you the highest standard of service throughout your time with **us**, but **we** understand that sometimes our customers can face additional challenges or feel vulnerable due to bereavement, health issues, changing personal circumstances or other life events and that means a little extra help might be required. Should you ever feel that extra support or additional guidance may be required, please contact your insurance broker who can discuss any further assistance with **us**.

Signed for and on behalf of Aviva Insurance Limited.



Trevor Shaw , CEO, Prestige Underwriting Limited

## 1. Sections which apply

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The cover provided is shown in the current schedule that determines which **insured sections** of this **policy** apply. Clauses 5 – 8 apply to all **insured sections**.

Cover	Insured sections
Comprehensive	All <b>insured sections</b> and clauses.

There is no cover for loss of or damage to **your vehicle** when the person driving was arrested and charged for Drink Drug driving or failing to provide a specimen. Please refer to Limitations and exclusions 5.12 Drink and drugs. In the event information presented by you misrepresents your claim **we** reserve the right to seek recovery under General Condition 7.6 - Fraud.

## 2. Insured section A – Liability to others

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### 2.1 Liability cover

- 2.1.1 **Persons Insured** are covered against all amounts which they may be legally liable to pay to any third party for damages and claimant's costs in respect of death or bodily injury to any person; and for damage to any property resulting from an accident involving **your vehicle**, including loading or unloading. **We** will also indemnify:
- 2.1.2 any passenger or person (other than the person driving) whilst travelling in or getting into or out of **your vehicle**;
- 2.1.3 the owner of **your vehicle** as though they were the insured;
- 2.1.4 following the death of anyone covered under this insurance, that person's legal representative for any liability incurred by that person.

### 2.1.5 Driving other cars

**We** will insure the **vehicle policyholder** while driving any other car (as long as they don't own it or it is not being hired or provided to them under a hire purchase agreement or any other finance agreement) within the **territorial limits** providing:

- the **vehicle policyholder** is driving the car\* with the owner's express consent.
- the **vehicle policyholder** still has **your vehicle** and it has not been damaged beyond cost effective repair.
- the **vehicle policyholder** is aged 25 or above at inception or renewal of this **policy**.
- the **certificate of motor insurance** indicates that the **vehicle policyholder** can drive other cars\*
- the vehicle is not an **automated** vehicle.

Driving other cars cover is not available for **named drivers**, firms or **principal policyholders** where they are not also the **vehicle policyholder**.

\*For the purposes of this section only, the definition of 'car' includes a van under 3.5 tonnes gross vehicle weight, subject to the limitations of use as defined on the **certificate of motor insurance**.

The cover provided is for the **vehicle policyholder** while driving any other car\* and is for Third Party only and does not cover loss or damage to the car\* being driven.

### 2.2 Liability costs and expenses

If **we** think it necessary **we** will pay:

#### 2.2.1 Defence expenses

Legal fees and costs incurred in dealing with or defending any action at law by which damages in respect of death, bodily injury or damage are claimed against any person covered by this insurance.

#### 2.2.2 Fatal inquiry expenses

Solicitors' fees for representation at any Coroner's inquest or fatal inquiry in respect of such accident or for defending in any criminal proceedings relating to such accident.

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### 2.2.3 **Manslaughter defence expenses**

legal expenses in respect of any proceedings taken against a person covered under this insurance for manslaughter, or reckless or dangerous driving causing death, in respect of his or her driving at the time of the accident.

## 2.3 **Emergency medical treatment costs**

**We** will indemnify all **persons insured** for liability under the **Road Traffic Acts** or any other legislation applicable to motor insurance for emergency treatment fees arising out of an accident.

## 2.4 **Extensions to liability cover**

### 2.4.1 **Principals**

In the same terms in which **we** insure you under this section, **we** will extend cover to include any liability assumed by you in connection with **your vehicle** under any contract with a principal, provided

- a) that **we** shall not be liable for death or bodily injury or loss or damage arising out of the negligence or other default of the Principal or his servants or agents;
- b) such Principal is not entitled to indemnity under any other Insurance; and
- c) **we** shall have the sole conduct of any claim arising under the terms of this Section.

### 2.4.2 **Third party contingent liability**

In the same way as **we** insure **your vehicle** under this section **we** will also insure you when, without your knowledge or consent, your employee is using a vehicle other than **your vehicle** for your business, but **we** will not insure you if there is any other insurance covering the same liability.

### 2.4.3 **Towing**

**We** will indemnify the **persons insured** for liability arising from an accident caused by the towing of a trailer or disabled mechanically propelled vehicle by **your vehicle** except that **we** shall not be liable:

- a) for damage to the trailer or disabled mechanically propelled vehicle being towed nor for any load carried in or on it;
- b) if the disabled mechanically propelled vehicle is being towed for hire or reward.

## 2.5 **Liability limitations and exclusions**

### 2.5.1 **Cumulative limit of indemnity – property damage**

**We** shall not be liable to pay any amount more than:

£20,000,000 in respect of any one accident or series of accidents arising out of one event for damage to property arising out of use of **your vehicle**.

### 2.5.2 **Costs – property damage claims**

The most **we** will pay in costs for any one property damage claim or series of property damage claims arising out of any one event is £5,000,000.

### 2.5.3 **Fines, penalties**

This insurance does not cover liability for fines, penalties, punitive or exemplary damages.

### 2.5.4 **Injury from employment**

This insurance does not cover liability for the death of or bodily injury to any person arising out of and in the course of that person's employment by any person entitled to indemnity under **insured section A**, except in so far as may be required by the **Road Traffic Acts** or any applicable UK or EU law or directive.



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### 2.5.5 Injury to the driver

This insurance does not cover liability for the death of or bodily injury to any person driving **your vehicle** or in charge of it for the purpose of driving it.

### 2.5.6 Loading and unloading an insured vehicle

This insurance does not cover liability for death, bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the:

- a) bringing of the load to **your vehicle** for loading thereon; or
- b) taking away of the load from **your vehicle** after unloading.

### 2.5.7 Property owned or in custody

This insurance does not cover liability for loss of or damage to:

- a) any premises belonging to or occupied by the **persons insured** or any other person entitled to or claiming indemnity under **insured section A** or any fixtures and fittings therein;
- b) any other property owned by or in the custody or control of the **persons insured** or any other person entitled to or claiming indemnity under **insured section A**;
- c) any property or load being conveyed by **your vehicle** or any trailer owned by or in the care of the **persons insured** or any other person entitled to or claiming indemnity under **insured section A**; except in so far as may be required by the **Road Traffic Acts** but in any event not for any amount more than the minimum requirements there under.

### 2.5.8 Unlicensed drivers

**We** will not be liable under this section of the **policy** if a person who was not driving makes a claim and they knew that the person driving did not hold a valid driving licence.

### 2.5.9 Terrorism

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event, except to the extent that **we** must provide cover under the **Road Traffic Acts**:

(a) Terrorism

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

- (i) the use or threat of force and/or violence and/or
  - (ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be caused or occasioned in whole or in part for such purposes
- (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above.

In respect of (a) and (b), where **we** must provide cover under the **Road Traffic Acts**, the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by any **persons insured**, for which cover is provided under this section, will be:

- (i) £5,000,000 in respect of all claims resulting directly or indirectly from on originating cause, or
- (ii) such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the **Road Traffic Acts**

### 2.5.10 (d) Carriage of hazardous goods

If **your vehicle** is carrying any **high category hazardous goods** or being used or driven at any **hazardous locations**, the amount **we** will pay for damage to another person's property will be limited to £1.2 million or such greater sum as may be required to meet the minimum insurance requirements of the **Road Traffic Acts**.

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### 2.5.11 Other Insurance

The cover will not apply any person claiming under this section can claim under another **policy**.

### 2.5.12 Automated Vehicles

a claim where **your vehicle** is an **automated vehicle** and is being driven or used in automated driving mode and the **persons insured** at the time of an accident has:

- made, or permitted alterations to any **software** which relates to functioning of **your vehicle** as an **automated vehicle**, except those provided and/or approved by the vehicle manufacturer and/or;
- failed to install or permit installation of any safety critical **software** updates relating to the functioning of **your vehicle** as an **automated** vehicle which the **persons insured** ought reasonable to have known were safety critical (**software** updates are safety critical if it would be unsafe to use the vehicle in question without the updates being installed).

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## 3. Insured section B – Loss or damage to the insured vehicle

### 3.1 Loss or damage cover

If **your vehicle** is lost, stolen or damaged by:

- 3.1.1 accidental damage including malicious damage but excluding malicious damage by anyone employed by the **persons insured**; or
- 3.1.2 fire, self-ignition, lightning or explosion but excluding damage to that part where the fire originates; or
- 3.1.3 theft or attempted theft excluding obtaining property by deception; or

#### 3.1.4 frost;

then **we** will pay at our option:

- a) the reasonable cost of repairing any damage to **your vehicle** within its **market value**; or
- b) the **market value** if **your vehicle** is damaged beyond economical repair; or
- c) the cost of replacing **your vehicle**, or any part of it which has been lost or damaged, with one of a similar type and in similar condition; and
- d) the reasonable costs of protection and removal of **your vehicle** to the nearest suitable repairers if it is disabled as a result of the damage; and
- e) the reasonable cost of delivery to the insured in the United Kingdom, the Channel Islands or the Isle of Man after repair.

- 3.1.5 If **your vehicle** is being repaired by an approved repairer **we** will pay for a temporary replacement vehicle for the duration of the repair.

If **your vehicle** cannot be repaired or is stolen a courtesy vehicle will be provided for up to 14 days, or until you receive your settlement (whichever is earliest).

Where a courtesy or temporary replacement vehicle is provided, cover will automatically be provided under your **certificate of motor insurance** while the vehicle is on loan to you.

A courtesy vehicle will not be provided if you are making a claim solely under Section 3 – Broken Glass. Automatic courtesy vehicles can be supplied, providing the vehicle being repaired is an automatic.

**We** will not be responsible for the cost of fuel used; collection and delivery charges; any charges for fitting ancillary items such as roof boxes; any **excess** which would have applied to **your vehicle** which is temporarily replaced; or any charges and costs where the courtesy vehicle is not returned by the end of the maximum benefit period provided by this **policy**.

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## 3.2 Extensions to loss or damage cover

### 3.2.1 Lock replacement

If **your vehicle** is covered for comprehensive benefits, then in the event of the keys or lock transmitter being lost or stolen and provided that the loss has been reported to the police, **we** will pay up to £500 (after deduction of any **excess**) towards the cost of replacing the door locks, boot lock, the ignition or steering lock, the lock transmitter and central locking interface.

### 3.2.2 Medical Expenses

**We** will pay up to £500 per person for any medical expenses necessarily and properly incurred if the driver and/or passenger(s) are injured in an accident directly involving **your vehicle**.

### 3.2.3 Personal Accident Benefits

If the driver of **your vehicle** is accidentally injured in direct connection with an accident arising from the use of **your vehicle** or whilst travelling in, or getting into or out of it, then if within thirteen weeks of the accident the injury is the sole cause of

- death
- loss of any limb
- permanent loss of sight in one or both eyes

**we** will pay a benefit of £5,000 except that no payment will be made:

- for any intentional self-injury, suicide or attempted suicide;
- for death or bodily injury while under the influence of drink or drugs;
- for any amount more than £5,000 in any one **period of insurance**.

The payment of any benefit will be made direct to the driver or to their legal representative.

### 3.2.4 Personal Effects

**We** will pay up to £100 for personal belongings in **your vehicle** if they are lost or damaged by an accident, fire, theft or attempted theft.

**We** will not cover loss of or damage to; money, credit/charge cards, stamps, tickets, documents, cheques or share or bond certificates, or to; mobile telephones, office or business equipment, trade goods or samples;

### 3.2.5 New for old replacement vehicle

**We** will replace **your vehicle** with one of the same make, model and specification (providing one is available in the UK) if the **Principal policyholder, vehicle policyholder** or partner are the first registered keeper (or second registered keeper where it was pre-registered and the mileage was less than 250 miles at time of purchase and within 12 months of buying it from new

- any repair cost or damage in respect of one claim is more than 60% of the vehicle's UK list price (including vehicle tax and VAT), or
- it is stolen and not recovered.

**We** will only replace **your vehicle** if the **Principal policyholder, vehicle policyholder** or partner purchased it:

- outright, or
- under a finance agreement where ownership passes to the **Principal policyholder, vehicle policyholder** or partner and the Finance Company agrees.

New vehicle replacement does not extend to vehicles sold as 'Ex-demonstrators' or 'Nearly new'. If the qualifying criteria set out above are not met, or you do not wish **us** to replace **your vehicle** with a new vehicle of the same make, model and specification, the most **we** will pay will be the **market value of your vehicle** at the time of loss or damage.

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### 3.2.6 Broken glass

**We** will pay for the replacement or repair of the glass in **your vehicle's** windscreen or windows or scratched bodywork caused by the broken glass, this will not reduce your no claim bonus. This does not include damage to sunroofs. **We** will not pay more than the amount shown in the schedule and an **excess** will apply as shown in the schedule.

## 3.3 Loss or damage limitations and exclusions

### 3.3.1 Cumulative limit of indemnity

This **Insured section** does not cover any amount in **excess** of £2,000,000 in connection with any occurrence or series of occurrences arising out of any one event.

### 3.3.2 Damage to tyres

This **Insured section** does not cover damage to tyres due to application of brakes, side slips, cuts, bursts or punctures or otherwise resulting from any cause other than an accident involving **your vehicle**.

### 3.3.3 Deception

This **Insured section** does not cover any loss suffered through the obtaining of property by the offence of fraud by false representation.

### 3.3.4 Diminution in value

This **Insured section** does not cover any reduction in value following repair of **your vehicle**, or following theft.

### 3.3.5 Excess

This **Insured section** does not cover the first part of each claim (the **excess**) as shown under **endorsements** added to the schedule.

### 3.3.6 Loss of use

This **Insured section** does not cover loss of use of **your vehicle**, or any other loss or damage other than expressly and specifically insured under this **Insured section**.

### 3.3.7 Mechanical or electrical breakdowns

This **Insured section** does not cover mechanical, electrical, electronic, computer failures or breakdowns or breakages, or damage to the transmission by application of the brakes.

### 3.3.8 Obsolete Spare Parts Clause

This **Insured section** does not cover any amount more than the price shown in the manufacturer's last list price at the date of the loss or damage where that part or accessory is unobtainable or obsolete in pattern.

### 3.3.9 Electronic, communications and sound reproducing equipment

This **Insured section** does not cover loss of or damage to electronic satellite navigation equipment (unless fitted by the manufacturer at first registration), tapes, cassettes, compact discs, MP3 players and accessories, visual and sound reproducing equipment, radar detection equipment, DVD players, telephones or other communications equipment.

- except that **we** will pay up to £500 if the cover is Comprehensive.

### 3.3.10 Security / immobiliser / keys

This **Insured section** does not cover loss of or damage to **your vehicle** arising from theft or attempted theft if:

- a) **your vehicle** has not been secured by means of the door and boot locks or if the windows or any form of sliding roof, sliding door, hood or removable panel roof have been left open or unlocked when **your vehicle** is parked and unattended; and

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- b) the immobiliser fitted by the vehicle manufacturer or fitted post manufacture has not been maintained in working order at all times and has not been activated when **your vehicle** is parked and unattended; and
  - c) the keys or other device which unlocks **your vehicle** have been left in or on **your vehicle** or not removed to a safe and secure place.
  - d) **your vehicle** has been left unattended with the engine running.

#### **3.3.11 Wear and tear**

This **Insured section** does not cover wear and tear or depreciation or that part of the cost of repair which improves **your vehicle** beyond its condition at the time of the loss or damage.

#### **3.3.12 Deception**

This **Insured section** does not cover loss resulting from deception, fraud or by use of counterfeit or irredeemable form of payment.

#### **3.3.13 Repossession**

This **Insured section** does not cover loss resulting from repossession or restitution of **your vehicle** to its rightful owner.

#### **3.3.14 Misfuelling**

This **Insured section** does not cover loss or damage caused by an inappropriate type or grade of fuel being used.

#### **3.3.15 Cyber**

Loss of or damage caused by the unauthorised, and/or malicious access to computer or electronic components and systems, resulting in any reprogramming of **software**, introduction of malware, codes or viruses with the intention or effect to cause such systems to stop, fail or function otherwise than is intended by the vehicle Manufacturer.

### **3.4 Other terms and conditions**

#### **3.4.1 Take reasonable precautions**

All **persons insured** must take reasonable care to safeguard **your vehicle** to prevent accidents, theft, loss or damage. You shall maintain **your vehicle** in a roadworthy condition and install any safety critical **software** updates made available by the vehicle manufacturer.

You must not modify, install or permit the installation of **software** except those provided by and approved by the vehicle manufacturer.

#### **3.4.2 Having a valid MOT Certificate**

There must be a valid Department for Transport test certificate (MOT) in force for **your vehicle** if one is needed by law. In the absence of a valid Department for Transport test certificate (MOT) all cover under this **Insured section** is cancelled and of no effect.

#### **3.4.3 Standard accessories or spare parts**

For the purposes of this **Insured section** any standard accessory, spare part, component, or non standard part which has been agreed by **us** and which is fitted to **your vehicle** shall be treated as part of it.

#### **3.4.4 Replacement parts**

**We** may at our option fit replacement parts which have not been made by the vehicle's manufacturer but which are of a similar standard.

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### 3.4.5 Hire purchase agreement

If **we** know that **your vehicle** is still being paid for under a finance agreement, **we** will pay any claim to the owner described under that agreement.

- Where **your vehicle** is on finance and the agreement allows you to own or purchase the vehicle, any difference between what **we** pay the finance company and the **market value** will be paid to you.
- Where **your vehicle** is not or cannot be owned by you under the agreement (contract hire and some leasing arrangements) **we** will pay its asset value to the true owner.

If the outstanding amount of your finance exceeds any payment made under this **policy**, you will still be responsible for paying this.

The most **we** will pay is the **market value** of **your vehicle**.

## 4. Insured section C – Foreign Use

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### 4.1 Foreign use – compulsory cover

In accordance with EU Directives, this insurance provides the minimum cover necessary to comply with the laws relating to compulsory motor insurance while **your vehicle** is in

- any country which is a member of the European Union; or
- any other country which agrees to meet European Union Directives on motor insurance and which the Commission of the European Union is satisfied has made arrangements to meet the requirements of these Directives.

### 4.2 Foreign use cover

4.2.1 The insurance is extended, for a period of 90 days to provide the same cover shown in your **policy** schedule in any of the countries described below:

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

4.2.2 This will cover **your vehicle** while it is in and being transported between any countries to which the insurance applies. Cover in these countries is conditional on your main permanent residence being in Great Britain, Northern Ireland the Channel Islands or the Isle of Man.

## 5. Limitations and exclusions – all insured sections

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### 5.1 Use and Driving

What **we** won't pay for:

- (1) any accident, injury, loss or damage while any vehicle that is insured under this **policy** is being:
  - (a) used otherwise than for the purposes described under the 'Description of use' section of your **certificate of motor insurance**, or
  - (b) driven by or is in the charge of any person for the purposes of being driven who:
    - is not described under the section of your **certificate of motor insurance** headed 'Permitted drivers', or does not have a valid, current and appropriate (for the type of vehicle) licence to drive **your vehicle**, or
    - is not complying with the terms and conditions of the licence.

**We** will not withdraw this cover:

- (i) while **your vehicle** is in the custody or control of:
  - a member of the motor trade for the purposes of maintenance or repair, or
  - an employee of a hotel or restaurant or vehicle parking service for the purpose of parking **your vehicle**.
- (ii) if the injury, loss or damage was caused as a result of the theft of **your vehicle**.
- (iii) by reason of the person driving not having a driving licence, if the **principal policyholder** and/or **vehicle policyholder** had no knowledge of such deficiency.
- (iv) if **your vehicle** is being used by a **persons insured** in connection with unpaid voluntary work.

**We** shall also not be liable for:

### 5.2 Aircraft and aircraft sites

any loss or liability caused by, attributable to, or arising from the presence of **your vehicle** in any premises or area to which any aircraft has access, including, but without limitation, an airport or airfield.

### 5.3 Confiscation or nationalisation

any consequence of confiscation or nationalisation or requisition destruction of or damage to property or of **your vehicle** by order of any Government or Public or Local Authority.

### 5.4 Contractual liability

liability arising from a contract or agreement which would not have arisen in the absence of such contract or agreement.

### 5.5 Earthquake

any liability, injury, loss or damage caused by earthquake.

### 5.6 Nuclear hazards

any loss or liability that is directly or indirectly caused by, attributable to, or arising from;

5.6.1 ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or

5.6.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

### 5.7 Pollution

5.7.1 **We** will pay up to £1.2 million for any accident, injury, loss, damage or liability for death of or bodily injury to any person or damage to property directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**.

5.7.2 all pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

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5.7.3 this exception shall not apply in circumstances where it is necessary to meet the requirements of the **Road Traffic Acts** or any applicable UK or EU law or directive.

### 5.8 Racing

any accident, injury, loss or damage occurring while **your vehicle** is being used in respect of any competition, trial, performance test, race or trial of speed, including off road events whether between motor vehicles or otherwise, and irrespective of whether this takes place on any circuit or track, formed or otherwise and regardless of any statutory authorisation of any such event.

### 5.9 Riot or civil commotion

any liability, injury, loss or damage caused by riot or civil commotion occurring outside Switzerland, Norway, or a Member Country of the European Union.

### 5.10 Unlicensed use

any liability, injury, loss or damage while **your vehicle** is being driven or used by anyone who:

5.10.1 does not hold a licence to drive **your vehicle**; or

5.10.2 has held but is currently disqualified from holding or obtaining such a licence; or

5.10.3 does not fully comply with the conditions of their driving licence; or

### 5.11 Drink and drugs

There is no cover for any accident, injury, loss or damage which happened whilst any **persons insured** were driving **your vehicle** and were arrested and charged with:

- being over the legal limit for alcohol or drugs
- driving whilst unfit through alcohol or drugs, whether prescribed or otherwise
- failing to provide a sample of breath, blood or urine when required to do so, without lawful reason

If convicted of any of these offences, our liability under Section 2, will be restricted to meeting obligations under the **Road Traffic Act**. In those circumstances **we** will recover from you and/or the **persons insured** driving **your vehicle** all sums paid in respect of any claim arising from the accident.

### 5.12 Unsafe load

any accident, injury, loss, damage or liability caused or incurred whilst:

5.12.1 the load in or on **your vehicle** is being conveyed in an unsafe manner;

5.12.2 **your vehicle** is conveying a load greater than that for which it was constructed or more than the maximum carrying capacity as advised to **us**.

### 5.13 Terrorism or war

any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

- (a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power,
- (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above, except to the extent that it is necessary to meet the requirements of the **Road Traffic Acts**.



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#### 5.14 **Deliberate acts**

any loss, damage or liability caused deliberately by you or by any person who is driving **your vehicle** with your permission.

#### 5.15 **Foreign Use**

any liability loss or damage that occurs outside of the **territorial limits** of this **policy** unless extended under the terms of **insured section C** of this **policy**.

#### 5.16 **Cyber Act**

any consequence whatsoever which is directly or indirectly, wholly or in part, the result of, caused by, arising from or in connection with any **Cyber Act** except to the extent that **we** must provide cover under the **Road Traffic Acts**.

any consequence whatsoever resulting directly or indirectly from or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data** except to the extent that **we** must provide cover under the **Road Traffic Acts**.

## 6. In the event of a claim or potential claim

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### 6.1 **Claim notification**

6.1.1 In the event of an accident or incident likely to give rise to a claim which is covered under the **policy**, you must as soon as possible telephone our 24 hour claims helpline.

You will need to provide **us** with the following information:

- your **policy**/certificate number;
- your personal details and those of the driver;
- the date, time, location and full circumstances of the incident;
- details of any other persons, vehicles or property involved in the incident;
- details of any injuries sustained in the incident;
- if you are reporting the theft of **your vehicle** any crime reference given to you by the police when you reported the theft to them.

6.1.2 You or any other person claiming under this insurance must:

- give **us** full details of any incident as soon as possible;
- inform the police as soon as possible if **your vehicle** or its contents are stolen and provide **us** with the crime reference number;
- send to **us** immediately all communications from other people involved which must not have been replied to;
- give **us** all the information and help **we** need.

6.1.3 You must forward every claim form, writ, summons, legal process or other communication in connection with any such incident to **us** immediately upon receipt.

6.1.4 You must advise **us** immediately of the time and place of any impending prosecution or inquest or fatal inquiry.

6.1.5 The police shall be notified as soon as reasonably possible of loss or damage caused by theft or attempted theft or criminal damage.

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## 6.2 Claim Procedure

- 6.2.1 You must give all information and assistance **we** or the police may require in connection with any claim.
- 6.2.2 No admission of liability or offer or promise of payment shall be made without our written consent.
- 6.2.3 **We** will handle, oversee and have full discretion in the conduct of any claim and shall be permitted to take over and deal with the defence or settlement of any claim in respect of any liability covered by this insurance in the name of the person against whom the claim is brought.
- 6.2.4 **We** will be permitted to take proceedings at our own cost to recover the amount of any payment made under this insurance in the name of the **persons insured** or other person to whom payment has been made.
- 6.2.5 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

## 7. General Terms and Conditions

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### 7.1 Anti-fraud databases

Your details may be passed on to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDSL) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR) run by the Association of British Insurers (ABI). **We** also exchange information with the police and/or other insurers and other organisations through various databases. The aim is to help **us** check information provided and also to prevent fraudulent claims. **We** will pass information relating to any claim, to the registers.

### 7.2 Termination or Cancellation of cover

- 7.2.1 You may cancel this **policy** at any time by contacting your broker or intermediary shown on the schedule.
- 7.2.2 **We** may cancel this **policy** by giving seven days written notice to your last known address/email address. The exception is where **we** have evidence that you have acted fraudulently or deliberately given **us** incorrect or incomplete information, **we** may then cancel your **policy** with immediate effect.

There are number of reasons why this action might be necessary. By way of example, cover may be cancelled when you are asked for proof of your No Claim Bonus, but fail to produce it, or cover may be cancelled if **we** come into possession of information that the **policy** is covering a stolen car. You will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover, unless the reason for cancellation is fraud and/or **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

- 7.2.3 Where the premium or any part of it was paid with the benefit of a finance agreement and there remains any sum outstanding to the provider of the finance at the date of cancellation of cover **we** may deduct from the sum otherwise payable the amount outstanding to the Finance Company which **we** will pay directly to them.
- 7.2.4 Provided this insurance is an annual contract, the premium will, upon cancellation, be refunded less a deduction for the time on cover and less a premium charge as shown on Page 19, to cover our administration costs. No refund will be allowed if any claim has been made during the period for which insurance cover was provided.
- 7.2.5 **Deletion of a vehicle**  
No refund will be allowed in respect of the deletion from cover of any vehicle which has been the subject of a claim.

### 7.3 Other Insurance

If at the time of any claim there is any other insurance covering the same risk or any part of it **we** will not be liable for more than our rateable share. This provision will not place any obligation upon **us** to accept any liability under Section 2 which the **insurer** would otherwise be entitled to exclude under Exceptions to section 2.5.11

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#### 7.4 Sharing of Information

**We** hold **data** in accordance with the **Data** Protection Act 2018. It may be necessary for **us** to pass **data** to other organisations that supply products and services associated with this contract of insurance. In order to verify information, or to prevent and detect fraud, **we** may share information you give **us** with other organisations and public bodies, including the police, accessing and updating various databases.

#### 7.5 Right of Recovery

If under the laws of any country in which this insurance applies, **we** have to make payments which but for those laws would not be covered by this **policy**, you must repay the amounts 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.

Any payment **we** have to make because **we** are required to do so by compulsory insurance law or an agreement with the Motor Insurers' Bureau will be taken into account if the **policy** is cancelled or declared void.

#### 7.6 Fraud

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. **We** may also take legal action against you to include recovery of any sums paid to you in respect of the fraudulent claim. If the fraudulent claim is made by the **principal policyholder we** may cancel the **policy** immediately, and backdate the cancellation to the date of the fraudulent claim. If the fraudulent claim is made by any **vehicle policyholder** or **named driver we** may remove all cover for that person from the date of the fraudulent claim.

#### 7.7 Instalment premiums

Where the premium was paid with the benefit of a finance agreement and there remains any sum outstanding **we** may deduct the amount outstanding to the Finance Company from any claims settlement due in respect of a loss under this **policy** and pay it directly to them.

Where **we** have agreed to the payment of premium(s) by instalments, if any instalment is not received by **us** by its due date, then all unpaid instalments and service fees shall become immediately due. Should the full premium and service fee not be paid within seven days of **us** giving written notice of non payment this **policy** will be cancelled immediately upon the expiry of such notice.

Following such cancellation, provided that there have been no claims in the current **period of insurance**, you will be entitled to a pro-rata return of premium.

**We** may at our own option deduct any outstanding premiums due from any claims settlement due in respect of a loss under this **policy**.

#### 7.8 Motor Insurance Database

You must ensure that all vehicle and **policy** details are notified to **us** on the effective date, for entry on the Motor Insurance Database as required by law in Great Britain and Northern Ireland. Since the introduction of the Continuous Insurance Enforcement legislation in 2011, this requirement applies to Motor Trade policies in the same way as to any other type of Motor Insurance.

#### 7.9 Payment of Premium, Keeping to the Policy Terms & Avoiding Misrepresentation

**We** will only provide the cover described in this insurance **policy** if:

- 7.9.1 the **Principal Policyholder** has paid or agreed to pay the premium for the current **period of insurance**; and
- 7.9.2 **Persons insured** or any person claiming protection has kept to all of the terms and conditions of this **policy** (including those applied by **Endorsement**) as far as they can apply; and
- 7.9.3 **Persons Insured** entering into this contract have taken all reasonable care in answering all questions in relation to this insurance honestly and to the best of their knowledge.

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7.9.4 Your premium is based on information the **Principal Policyholder** supplied at the start of the insurance, subsequent alteration or renewal. You must tell **us** immediately via your insurance intermediary of any change to that information for all **persons insured**. Some examples are any changes to the **insured** vehicle which improves its value, performance or handling, any change of vehicle, change of occupation (including part-time), change of address (including where vehicle is kept), change of drivers, if you or any drivers pass their driving test, sustain a motoring or non-motoring conviction or licence endorsement or fixed penalty endorsement or there is a change of main driver.

Under the Consumer Insurance (Disclosure and Representations) Act 2012 your failure to take reasonable care to avoid misrepresentation in relation to the information provided could result in your **policy** being cancelled or your claim being rejected or not fully paid.

Prestige Underwriting Services Limited will charge the following non-refundable Administration Fees (inclusive of Insurance Premium Tax):

New Business set up fee - £56.00

Mid-term adjustments - £40.72

Renewals - £40.72

Cancellation fee - £56.00

Cancellation within the 14 day cooling off period - No cancellation fee applies

## 7.10 Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

## 8. No Claims Discount (NCD)

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If you do not claim under this insurance and you have not been involved in an accident which has or may result in a claim against you, **we** will give a discount on your renewal premium. No claim discount will be earned separately by each **vehicle policyholder**, on each vehicle they insure, and is not transferable.

1. If you do not claim under this insurance and you have not been involved in an accident which has or may result in a claim against you, your no claim discount will increase in line with our scale at the time.
2. **We** will reduce or remove your no claim discount, in accordance with the scale below, if **we** have to make any payment, even if the accident is not your fault, unless **we** recover all sums **we** have paid from those responsible.
3. **We** may withhold the no claim discount in full or part if there are any claims that have not been settled.
4. If **we** recover all sums **we** have paid, or **we** have good reason to believe a third-party claim would be unsuccessful, the no claim discount would apply again.

NCD Years Granted	No Claim Discount at next renewal date without NCD protection									
	Claims in next 12 months									
	1	2	3	4	5	6	7	8	9	10
1	0	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0	0	0
3	1	0	0	0	0	0	0	0	0	0
4	2	0	0	0	0	0	0	0	0	0
5	3	1	0	0	0	0	0	0	0	0
6	3	1	0	0	0	0	0	0	0	0
7	3	1	0	0	0	0	0	0	0	0
8	3	1	0	0	0	0	0	0	0	0
9	3	1	0	0	0	0	0	0	0	0

### Optional - Protected no claim discount

When you have earned 4 or more years no claim discount, you can pay an extra premium to protect your no claim discount, if you do this you can make 2 claims in a 5 year period and your no claim discount will stay the same. Protecting your no claim discount does not protect the overall price of your insurance premium but it does guarantee your premium will not increase as a direct result of a claim. Please see step-back procedures below. If you have more than 2 claims in a 5 year period your protected no claim discount will be lost and you may have to pay an increased premium.

NCD Years Granted	No Claim Discount at next renewal date with NCD protection									
	Claims in next (5) years									
	1	2	3	4	5	6	7	8	9	10
1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4	4	4	2	0	0	0	0	0	0	0
5	5	5	3	1	0	0	0	0	0	0
6	6	6	3	1	0	0	0	0	0	0
7	7	7	3	1	0	0	0	0	0	0
8	8	8	3	1	0	0	0	0	0	0
9	9	9	3	1	0	0	0	0	0	0

## 9. Complaints

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Our goal is to give excellent service to all our customers and **we** hope that you will be very happy with the service you receive at all times. However **we** recognise that things do go wrong occasionally so in this section **we** explain what you should do if that happens.

### What to do if you are unhappy

If for any reason you are dissatisfied about the sale, renewal or servicing of your **policy**, you should contact your insurance adviser to discuss your concerns. You may also write to Prestige Underwriting Services Limited, Alexander House, Honywood Road, Basildon, Essex, SS14 3DS (please quote the policy number shown on your schedule).

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service:

To contact them or get more information about their service, simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or call them on 0800 0234 567 (calls from UK landlines and mobiles are free or 0300123 9123)

You can also contact them in writing at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Whilst **we** are bound by the decision of the Financial Ombudsman Service you are not. Following the complaints procedure does not affect your right to take legal action.

Prestige Underwriting Services Limited and Aviva Insurance Limited are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme in the unlikely event that the obligations under your contract cannot be met. This depends on the type of insurance and the circumstances of the claim.

Further information can be obtained from: [www.fscs.org.uk](http://www.fscs.org.uk)

## 10. Privacy Notice

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### Data Protection Notice

This notice explains how Prestige Underwriting Services Limited will use your personal **data**.

### Our details

**We** are a wholly owned subsidiary of Prestige Insurance Holdings Limited. **We** are the **Data** Controller for any personal **data** you supply to **us** in accordance with the General **Data** Protection Regulations, the **Data** Protection Act 2018 and any other relevant national law.

You can find this notice on our website at [www.prestigeunderwriting.co.uk/privacy-notice/](http://www.prestigeunderwriting.co.uk/privacy-notice/), or a copy can be provided in writing on request. If you have any queries about the use of your information you can put any queries in writing to, **Data** Protection Officer, 10 Governors Place, Carrickfergus, BT38 7BN.

### The data we receive

**We** may obtain personal **data** from you directly or from someone you have authorised to supply personal **data** on your behalf, such as your Broker. **We** only will obtain **data** that is necessary for the performance and arrangement of your contract, for our legitimate interests as an insurance intermediary and for compliance with any legal obligation. This **data** may consist of the following:

- 
- Your name, date of birth and contact details (including home address, telephone number and e-mail address);
  - Details of the risk to be covered by the **policy** (for example vehicle make and registration)
  - All other personal information that is necessary to provide a quote and to maintain any **policy**;
  - Details of all previous quotes requested from **us** even if a **policy** was not arranged;
  - Details of lapsed policies held with **us**;
  - Details of claims on policies held with **us**;
  - Your payment details, your payment history, details of any credit agreements and any debt management processes.

When it is necessary for the performance of the contract, **we** may require you to supply sensitive information related to your health, motoring offences, unspent criminal convictions, and union membership.

If you are unable to provide the required information, **we** may not be able to offer you insurance or continue with cover.

It is important that you take reasonable care when providing **us** with information and answer any questions honestly and to the best of your knowledge. Providing fraudulent or incorrect information could affect the price of your **policy**, result in your **policy** being cancelled and claims being rejected or not fully paid.

If you provide **us** information relating to other individuals (for example named drivers) you should ensure that those individuals are aware that **we** will use their details for the purposes outlined in this notice and direct them to this notice for full information.

In order to prevent and detect fraud **we** may (at any time) obtain information about you from other organisations and public bodies (including the Police) and check and/or file your details with fraud prevention agencies and databases.

Any information shared with **us** from other bodies can be used in our decision making process.

## How we will use your data

Your personal information may be used by **us** for the following lawful purposes:

1. Processing that is necessary for the performance and arrangement of your contract of Insurance with **us** including:
  - to make a decision whether **we** choose to accept or decline the proposed risk;
  - to calculate your premium and **policy** terms;
  - to service your **policy**;
  - to maintain our records;
  - to confirm your identity and to prevent fraud;
  - to investigate and resolve any complaints;
  - to deal with any claims you should submit under your **policy**;
  - to verify the information you provide;
  - to undertake internal quality monitoring and external audits;
2. Our legitimate interests as an underwriting agency:
  - To determine our underwriting and pricing strategies
  - To inform you of related insurance products, services and offers from **us** and the Prestige Insurance Holdings Group while you have existing products with **us**;
  - To carry out market research, statistical analysis including customer profiling to enable **us** to enhance our service and to develop new products;
  - To provide information to your Broker, Loss Adjustors, Underwriter, Finance Provider or any other 3rd party with an interest in the **policy** for the purposes including but not limited to quality control, audit, complaint investigation, fraud prevention and claims handling;
  - To seek feedback, issue surveys and contact you regarding the service **we** have provided to allow **us** to review and improve our customer care;
  - To undertake training of our staff.

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3. Where required by law:

- To supply information to law enforcement agencies, our regulators, other statutory bodies, your Insurer and Finance Provider when **we** believe it is necessary for the detection and prevention of crime and as otherwise required by or permitted by law;
- To carry out sanctions, anti-money laundering and anti-fraud controls.

4. With your consent:

- To inform you of related products and services supplied by carefully chosen 3rd parties.

## Data Retention

**We** will only hold your personal **data** for as long as **we** are required by law and by our regulators.

## Transfer to 3rd parties and outside the UK/EU

In order to deliver our services to you, **we** may transfer **data** to the following 3rd parties:

- Insurers and Intermediaries for the purposes of arranging and underwriting cover, auditing and quality monitoring, complaint handling and investigating fraud.
- Insurers and Intermediaries to verify No Claims Bonus and claims history.
- Suppliers who provide necessary services required to handle any claim by or against you (For example Surveyors, Loss Adjustors, Engineers, Vehicle Repairers).
- To Insurers, Intermediaries, Claim Handling firms and Solicitors appointed to deal with a claim made by you or against you.
- IT and system providers to facilitate electronic **data** transfers, the provision of technical support and system development.
- Service providers who supply telephony, SMS, email or other messaging systems to contact about an existing **policy** or quotes as well as for the purpose of marketing under our legitimate interests as an Underwriting Agency.
- To the Financial Ombudsman Service as part of the complaint resolution process.
- To law enforcement agencies, our regulators and other statutory bodies when **we** believe it is necessary for the detection and prevention of crime and as otherwise required by or permitted by law.
- Credit Reference Agencies to verify your identity, prevent fraud or to determine the most appropriate payment option.
- Companies and agencies that carry out sanctions, anti-money laundering and anti-fraud controls\*
- Finance Providers if you agree to pay by Direct Debit
- Debt Recovery firms, Solicitors and Civil Courts if required to recover unpaid funds still contractually due or funds obtained by fraud or deception.

In circumstances where **we** may need to process some of your information using third parties located in countries outside of the European Union, **we** will take all necessary steps to ensure it is adequately protected. This includes ensuring there is an agreement in place with the third parties which provides the same level of protection as required by the **data** protection regulations in the UK.

\***We** and other organisations may also search these agencies and databases to: help make decisions about the provision and administration of insurance, credit and related services (for you and members of your household), trace debtors or beneficiaries, recover debt, prevent fraud, manage your insurance policies, check your identity for the purposes of preventing money laundering (unless you furnish **us** with other satisfactory proof of identity) and undertake credit searches or additional fraud searches. On request, **we** can supply further details of the databases **we** access or contribute to.



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## Credit Searches

If you consent to a credit search it will be a soft search which is only visible to you (if you request a copy of your credit file at the credit reference agencies) and is not visible to other organisations. This type of credit reference check will not affect your credit file. The search will be visible on your credit report, but it will not affect your credit rating as it is not an application for credit. The credit reference agencies may add the details of our searches and information that they hold about you to their records relating to you.

## Marketing

**We** will not share or sell your details with any 3rd party for marketing purposes without your express permission. **We** will collect personal **data** from our website, social media accounts and if you sign up to features including document portals. This will be used to manage any existing agreement you may have with **us** and under our legitimate interest to inform you of the products and services **we** offer. **We** will also use the **data** when necessary to answer a query you have made or if required to as part of a competition or activity that you have entered. Information supplied via social media may also be held or processed by the social media company in line with their own privacy policies.

**We** may contact you by post, telephone, email and SMS to inform you of related insurance products, services and offers from **us** and the Prestige Insurance Holdings Group while you have existing products with **us**.

Should you wish to withdraw from marketing or amend the methods **we** use to contact you please contact **us** on 08000 327 327 or write to Customer Services, 10 Governors Place, Carrickfergus, BT38 7BN.

When required **we** will also include an unsubscribe option on marketing SMS messages and emails that **we** will send that will stop any future contact. There may be a one-off charge by your network provider for sending an unsubscribe SMS message to **us**.

## Call Recording

Telephone calls to **us** and received from **us** will be recorded for training and quality purposes. Call recordings may also be supplied to the Insurer, intermediary or appropriate 3rd parties if required to investigate a claim or complaint and for the detection and prevention of criminal activity or fraud.

## Your Rights

You have the right to access or obtain copies of the personal information held about you by **us**. A response to your request will be provided to you within a month of **us** receiving a valid request. If you wish to obtain information held by the insurer you must contact them directly.

You have the right to restrict processing of inaccurate information and request that **we** correct any inaccuracies in the information held about you. You may also have the right to erasure of **data** in certain circumstances.

Where **we** hold or process **data** on the basis of your consent you have the right to withdraw that consent.

If you wish to avail of these rights please write to the **Data** Protection Officer, 10 Governors Place, Carrickfergus, BT38 7BN or call **us** on 08000 66 55 44 for more information.

## The Information Commissioner

You can find more details about **data** protection from the Information Commissioner's Office at [www.ico.org.uk](http://www.ico.org.uk). You can also contact the Information Commissioner if you believe **we** have not complied with our obligations.

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## Motor Insurance Database

Your **policy** details 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 DVLENI, 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 you are involved in an accident, (in the UK or abroad) insurers and/or the MIB may search the MID to obtain relevant information.

Persons (including their 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)

## Claims History

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help **us** to check information provided and also to prevent fraudulent claims.

Under the conditions of your **policy** you must tell us about any Insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell **us** about an incident **we** will pass information relating to it to these databases. **We** may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the **policy** or claim.

# PRESTIGE

UNDERWRITING

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**24 HOUR ACCIDENT REPORTING LINE**  
**0800 068 2731**

(For accidents that occur in Northern Ireland, Channel Islands or the Isle of Man, please call 0800 404 9958)

You can call our new claim reporting line anytime, day or night. We are on duty 24 hours a day, 365 days a year, to take notification of any new claim and assist you in an emergency. This will help progress your claim as fast as possible. If required, we will be able to arrange recovery of your vehicle to a secure location.

**EXISTING CLAIMS** If you have already reported a claims to us and wish to discuss further, please call 0800 051 4096.

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Your policy will be underwritten by Aviva Insurance Limited and administered on their behalf by Prestige Underwriting Services Limited.

Prestige Underwriting Services Limited is authorised and regulated by the Financial Conduct Authority FRN 307105. Prestige Underwriting Services Limited is a limited company registered in Northern Ireland. Reg No: NI31853. Registered office: 10 Governors Place, Carrickfergus, Co Antrim, Northern Ireland, BT38 7BN.

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