



PARTNERSHIP IS THE BEST POLICY

PRESTIGE NON-STANDARD MOTOR AND VAN INSURANCE



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Welcome to Your Prestige Underwriting Services Limited 'Motor Insurance' policy

Thank **you** for choosing Prestige Underwriting Limited for **your** Motor 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 ONH

24 HOUR ACCIDENT REPORTING LINE

08000 682 731

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

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

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.

Commercial Vehicle

A **vehicle** which is manufactured and used for the carriage of goods.

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

An amendment to the terms of this insurance.

Excess

Excess means **your** contribution towards the payment of any claim in respect of each **insured vehicle**.

Insured/you/your

The person(s) or entity named in the **schedule** as the **insured**. In addition, any other named person and any person permitted by the current **certificate of motor insurance** to drive or use the **vehicle**.

Insured section

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**.

Insured vehicle

Insured vehicle means any car, motor cycle or **commercial vehicle** (including its standard accessories, spare parts or components fitted to it) mentioned by description, category or registration mark in the **schedule** and current **certificate of motor insurance**.

Insurer/we/us

Aviva Insurance Limited

Market value

Market value means the replacement value of the same make and model of **vehicle** of a similar age and 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**

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.

Private Car

A private passenger **vehicle** with a maximum passenger carrying capacity of 8 persons including the driver, owned by and registered to a private individual, and covered under this **policy** as a family or domestic car and not as a **commercial** or business **vehicle**.

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.

Schedule

The document which gives details of the **insured**, **period of insurance**, **endorsements** applicable, **excess(es)** and the cover provided by this insurance.

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.

Trailer

A **trailer**, **semi-trailer** or container used for goods carrying and constructed to be towed by a motor **vehicle**.

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

This is a contract between **you** 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 **you**, 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 and belief. The information that **you** have given to **us** is shown on **your** signed proposal form, or 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 invalidate **your** insurance.

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 (the 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.

Customers With Disabilities

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

Signed for and on behalf of Aviva Insurance Limited.



Trevor Shaw , CEO, Prestige Underwriting Limited

Cooling off period

You have a statutory right to cancel **your policy** within 14 days from the day of purchase or renewal of the contract or the day on which **you** receive the **policy** or renewal documentation, whichever is the later. If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid. Alternatively, if **you** wish to cancel and the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid (excluding any administration fees charged by Prestige Underwriting Limited), less a proportionate deduction for the time **we** have provided cover. To cancel, please contact **your** insurance broker or intermediary shown on the **schedule**. If **you** do not exercise **your** right to cancel **your policy**, it will remain in force and **you** will be required to pay the premium.

For **your** cancellation rights outside the statutory cooling off period, please refer to the General Conditions section (7.2) of this **policy** booklet.

1. Sections which apply

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 insured sections and clauses.
Third Party Fire and Theft	Insured sections A, B (but loss or damage solely in respect of Fire or Theft) and C .
Third Party Only	Insured sections A and C .
Fire and Theft Only	Insured section B (but loss or damage solely in respect of Fire or Theft).

There is no cover for loss of or damage to <**your car/your vehicle**> when the person driving was arrested and charged for Drink/Drug driving or failing to provide a specimen. Please refer to General Exclusion 8. In the event information presented by **you** misrepresents **your** claim **we** reserve the right to seek recovery under General Condition 8 - Fraud.

2. Insured section A – Liability to others

2.1 Liability cover

- 2.1.1 **We** will insure **you** for all amounts which **you** 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 the **insured vehicle**, including loading or unloading. **We** will also indemnify:
- 2.1.2 at **your** request any passenger or person (other than the person driving) whilst travelling in or getting into or out of the **insured vehicle**;
- 2.1.3 the owner of the **insured 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.

2.2 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.

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 you 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 the **insured vehicle** under any contract with a principal, provided that

- a) 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 the **insured 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 **insured** for liability arising from an accident caused by the towing of a **trailer** or disabled mechanically propelled **vehicle** by the **insured 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.

2.4.4 Trailers

We will indemnify the **insured** for liability arising from an accident involving a **trailer** owned by or in the custody or control of the **insured** when detached from the **insured vehicle** and out of use but remaining on the **insured's** premises or while temporarily detached from the **insured vehicle** during the course of a journey, provided that full details of such **trailer** have been given to and accepted by us.

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:

- a) £2,000,000 in respect of any one accident or series of accidents arising out of one event for damage to **property** arising out of use of any **insured vehicle** not being a **Private Car**;
- b) £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 any **Private Car**.

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 this **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.

2.5.5 Injury to the driver

This insurance does not cover liability for the death of or bodily injury to any person driving the **insured 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 the **insured vehicle** for loading thereon; or
- b) taking away of the load from the **insured 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 **insured** or any other person entitled to or claiming indemnity under this **insured** section A or any fixtures and fittings therein;
- b) any other **property** owned by or in the custody or control of the **insured** or any other person entitled to or claiming indemnity under this **insured** section A;
- c) any **property** or load being conveyed by the **insured vehicle** or any **trailer** owned by or in the care of the **insured** or any other person entitled to or claiming indemnity under this **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 thereunder.

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 he/she 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) limited to the amount shown in **your schedule** in respect of all claims resulting directly or indirectly from one originating cause, or
- (iii) such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the Road Traffic Acts.

2.5.10 Other Insurance

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

2.5.11 Automated Vehicles

a claim where **your vehicle** is an automated **vehicle** and is being driven or used in automated driving mode and the **policyholder** or person **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 **policyholder** or person **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).

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

3.1 Loss or damage cover

If the **insured vehicle** is lost, stolen or damaged by:

- 3.1.1 accidental damage including malicious damage but excluding malicious damage by anyone employed by the **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 the **insured vehicle** within its **market value**; or
 - b) the **market value** if the **insured vehicle** is damaged beyond economical repair; or
 - c) the cost of replacing the **insured 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 the **insured 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).

If **your vehicle** is a **Private Car**, the **vehicle** provided will be a 1 litre 3 door petrol manual transmission car and cover will automatically be provided under **your certificate of motor insurance** while the car is on loan to **you**.

If **your vehicle** is a **Commercial Vehicle**, the **vehicle** provided will be a Van which has rear doors but no rear seats or rear side windows.

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**.

3.2 Extensions to loss or damage cover for Private Cars

Solely in respect of **Private Cars**, we will pay the following benefits.

3.2.1 Lock replacement

If the **insured 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 the **Private Car** covered.

3.2.3 Personal Accident Benefits

If the driver of the **Private Car** covered is accidentally injured in direct connection with an accident arising from the use of the **Private Car** 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:

- to anyone over seventy at the date of the accident
- 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 his/her legal representative.

3.2.4 Personal Effects

We will pay up to £100 for personal belongings in **your** car 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 Private Car – 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 **policyholder**, is 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 **policyholder** purchased it:

- outright, or
- under a finance agreement where ownership passes to the **policyholder** 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.

3.2.6 Private Car – broken glass

If **you** have Comprehensive cover and **you** claim only for broken glass in **your** car 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 B** 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 B** 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 the **insured vehicle**.

3.3.3 Deception

This **insured section B** 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 B** does not cover any reduction in value following repair of the **insured vehicle**, or following theft.

3.3.5 Excess

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

3.3.7 Mechanical or electrical breakdowns

This **insured section B** 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 B** 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 B** 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 **vehicle** is a Private Car and cover is Comprehensive, or
- **we** will pay up to £250 if the **vehicle** is a Private Car and cover is Third Party Fire and Theft

3.3.10 Security / immobiliser / keys

This **insured section B** does not cover loss of or damage to the **insured vehicle** arising from theft or attempted theft if:

- a) the **insured 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 the **insured vehicle** is parked and unattended; and

-
- 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 the **insured vehicle** is parked and unattended; and
 - c) the keys or other device which unlocks the **insured vehicle** have been left in or on the **insured vehicle** or not removed to a safe and secure place.
 - d) the **insured vehicle** has been left unattended with the engine running.

3.3.11 Trailers

This **insured section B** does not cover loss of or damage to any **trailer**, unless full details of such **trailer** have been given to and accepted by **us**. The **insured** sections applying to any such declared **trailer(s)** will be identical to its motive unit.

3.3.12 Wear and tear

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

3.3.13 Deception

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

3.3.14 Repossession

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

3.3.15 Broken glass

If **you** have Comprehensive cover and **you** claim for broken glass in **your** windscreen or windows **we** will not pay more than the sum **insured** shown in the **schedule** and an **excess** will apply as shown in the **schedule**. However, the **excess** will not be applied if the damage is repaired, instead of the glass being replaced.

3.3.16 Unauthorised taking by employees of family members

This **insured section B** does not cover loss of or damage to the **insured vehicle** arising from the **vehicle** being taken by a person:

- a) who is not permitted to drive under the **certificate of motor insurance** or is excluded by **endorsement**; and
- b) who is also **your** employee or a member of **your** family or household or in a close personal relationship with **you** or a member of **your** family or household.

3.3.17 Misfuelling

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

3.3.18 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

You and 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/or 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 the **insured 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 B** is cancelled and of no effect.

3.4.3 Standard accessories or spare parts

For the purposes of this **insured section B** any standard accessory, spare part, component, or non standard part which has been agreed by **us** and which is fitted to the **insured 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.

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

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 the **insured 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 – Private Cars

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 in Section 4.1 above

4.2.2 This will cover **your Private Car** 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 the United Kingdom, the Channel Islands or the Isle of Man.

4.3 Foreign use cover – All other vehicles

There is no automatic full **schedule** cover. If before departure **you** notify **us**, obtain our agreement and pay any additional premium **we** require, **we** may extend this **policy** to provide the same cover shown in **your policy schedule** while the **insured 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, or

-
- any country for which **we** agree to extend full **schedule** cover but limited to those countries covered by the International green card system.

5. Limitations and exclusions – all insured sections

We shall not be liable for:

5.1 Use and Driving

any loss or liability whilst the **insured vehicle** is

5.1.1 being used for any purpose not permitted by the **certificate of motor insurance**

5.1.2 being driven by any person not permitted by the **certificate of motor insurance** or any **endorsement**

5.2 Aircraft and aircraft sites

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

5.3 Carriage of hazardous goods

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

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

5.4 Confiscation or nationalisation

any consequence of confiscation or nationalisation or requisition destruction of or damage to **property** or of the **insured vehicle(s)** by order of any Government or Public or Local Authority.

5.5 Contractual liability

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

5.6 Earthquake

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

5.7 Nuclear hazards

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

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

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

5.8 Pollution

- 5.8.1 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**.
- 5.8.2 all pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
- 5.8.3 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.

5.9 Racing

any accident, injury, loss or damage occurring while the **insured vehicle** is being used on the Nurburgring Nordschliefe or for racing, pace making, reliability trial, speed testing, rallying or any use on any motor sport circuit.

5.10 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, but excluding Northern Ireland.

5.11 Unlicensed use

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

- 5.11.1 does not hold a licence to drive the **insured vehicle**; or
- 5.11.2 has held but is currently disqualified from holding or obtaining such a licence; or
- 5.11.3 does not fully comply with the conditions of their driving licence; or
- 5.11.4 does not hold a Hackney Carriage or Private Hire licence where required.

5.12 Drink and drugs

There is no cover for loss of or damage to <**your car/your vehicle**> when the person driving was arrested and charged for Drink/Drug driving or failing to provide a specimen. Please refer to General Exclusion 8. In the event information presented by **you** misrepresents **your** claim **we** reserve the right to seek recovery under General Terms and Condition 7 - Fraud.

5.13 Unsafe load

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

- 5.13.1 the load in or on the **insured vehicle** is being conveyed in an unsafe manner;
- 5.13.2 the **insured vehicle** is conveying a load greater than that for which it was constructed or more than the maximum carrying capacity as advised to **us**.

5.14 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**.

5.15 Deliberate acts

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

5.16 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**.

5.17 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

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** car 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 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.

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 **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

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. 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, covering only a single **vehicle**, the premium will, upon cancellation, be refunded less a deduction for the time on cover and a £56 cancellation charge, which is retained by Prestige Underwriting. 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 vehicle from fleet policy.

No refund will be allowed in respect of the deletion from cover of any **insured 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 2.5.10

7.4 Disclosure under the Data Protection Act 2018

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 any claim is in any respect fraudulent or if any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefit under this insurance all policy benefits will be forfeited and we will not be liable to pay any outstanding or future claims.

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 upon receipt the certificate(s) of motor insurance.

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 you have paid or agreed to pay the premium for the current period of insurance; and

7.9.2 you 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 in entering into this contract you have taken all reasonable care in answering all questions in relation to this insurance honestly and to the best of your knowledge.

You premium is based on information **you** 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. Some examples are any changes to the insured **vehicle** which improve its value, attractiveness to thieves, 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 your 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

New Business set up fee - £56.00 including IPT
All Mid-term Adjustments - £40.72 including IPT

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. General Exclusion

Any accident, injury, loss or damage which happened whilst **you** or any person **insured** to drive <**your car/your vehicle**> as named on **your certificate of motor insurance** was driving <**your car/your vehicle**> and was 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 person **insured** driving <**your car/your vehicle**> all sums paid in respect of any claim arising from the accident.

9. No Claims Discount (NCD) and Protected No Claim Discount

If this is a yearly contract, and **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.

You cannot transfer **your** No Claim Discount to anyone else.

We will reduce or remove **your** No Claim Discount, in accordance with the scale below, if **we** make any payment whatsoever, even if the accident is not **your** fault, unless **we** get the money back from someone else.

We may withhold the No Claim Discount in full or part if there are any claims that have not been settled. If **we** recover all our money, 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

If you purchase No Claim Discount Protection (shown on the **Schedule** document) this allows you to make one or more claims before your number of no claim discount year's falls. Please see step-back procedures below:

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

We are only able to accept the following Proof of No Claim Discount:

- If the Prestige Underwriting Services **Policy** is covering a **Private Car**, we are only able to accept No Claim Discount from a **Private Car policy** that is less than 2 years old and must be in the **policyholders'** name.
- If the Prestige Underwriting Services **Policy** is covering a **Commercial Vehicle**, we are only able to accept No Claim Discount from a **Commercial Vehicle policy** that is less than 2 years old and must be in the **policyholders'** name.
- Earned within the UK
- Stated in years and not as a percentage
- Not being used on another **policy** (No Claim Discounts can only be used on one **policy** at a time)
- An official document of Proof of No Claim Discount or a Renewal **Schedule** issued by the last insurance company displaying the expiry date of the **policy**

Unfortunately we aren't able to accept anything outside of these criteria.

If you decide to cancel your **policy** and premiums remain outstanding we will not be able to issue proof of No Claim Discount until the outstanding premiums are paid.

10. Complaints

We are committed to providing **you** with a high-quality service and **we** want to make sure that **we** maintain this at all times. If **you** feel that **we** have not provided a first-class service, please write, quoting the **policy** number shown on **your schedule**, to:

The Managing Director, Prestige Underwriting Services Limited
Alexander House, Honywood Road,
Basildon, Essex SS14 3DS

Prestige Underwriting Services Limited will investigate **your** complaint and issue a full response. If the complaint is still not resolved to **your** satisfaction, it may be possible to refer **your** complaint to the Financial Ombudsman Service (FOS)

The FOS can be contacted Telephone: 0800 023 4 567 (fixed landline) or 0300 123 9 123 (mobile line) E-mail: enquiries@financial-ombudsman.org.uk

Referral to the FOS will not prejudice **your** right to take subsequent legal proceedings.

Many **policyholders** prefer to contact, in the first instance, the broker or advisor who arranged the cover. **You** are at liberty to do so before referring to Prestige Underwriting Services, if **you** wish.

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:

Website: www.fscs.org.uk

11. Privacy Notice

Our details

Prestige Underwriting Services Limited is the Data Controller for any personal information **you** supply to **us**. If **you** would like to speak to **us** about how **we** use **your** information **you** can contact **us** on 08000 327327 or contact **us** by writing to the Data Protection Officer, Prestige Underwriting Services Limited, 10 Governors Place, Carrickfergus, BT38 7BN.

How we will use your information

Your personal information may be used by Prestige Underwriting Services Limited for the following purposes that are necessary for the performance and management of **your** contract of insurance, to determine our underwriting and pricing strategies, for our legitimate interests as an underwriting agency and for compliance with any legal obligations.

- 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;
 - to carry out market research, pricing and underwriting strategies, statistical analysis and customer profiling;
 - **we** may supply information to law enforcement agencies, our regulators and other statutory bodies when **we** believe it is necessary for the detection and prevention of crime and/or fraud and as otherwise required by or permitted by law.

The information we receive

We may obtain personal information from **you** directly or from someone **you** have authorised to supply personal information on **your** behalf, such as **your** broker. This information is necessary for the performance and management of **your** contract of insurance, for our legitimate interests as an underwriting agency and for compliance with any legal obligation. This information may consist of the following:

- **your** name, contact details (including home address, telephone number and e-mail address) and date of birth;
- all other personal information that is provided to **your** broker when completing an application for any **policy**, including (as necessary) any sensitive information (e.g. information about **your** health and/or previous convictions);
- details of all policies held with **us** including cover dates, any lapsed policies and cancellations;
- details of claims on policies held with **us**;
- **your** payment history relating to policies held with **us**.

If **you** are unable to supply the required information **we** may be unable to offer **you** insurance or continue with cover.

We may also obtain information from third parties such as credit reference agencies, CUE – Claims and Underwriting Exchange Register, the police and other insurers (e.g. to confirm **your** personal data and verify claims information).

We retain information in line with provisions issued by our regulatory body the Financial Conduct Authority in order to manage **your policy**, deal with complaints and manage claims. **We** will only retain **your** personal data for as long as **we** are required by law.

Disclosing other peoples information

You should show this privacy notice to anyone whose information is disclosed to **us** with **your policy** information, **you** must also obtain their consent to share their information. **You** must ensure all information provided to **us** is correct and to the best of **your** knowledge.

Fraud prevention and detection

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.

As a condition of **your policy**, it is important that **you** report all incidents which may or may not give rise to a claim to **us**.

In order to prevent and detect fraud **we** may (at any time) share information about **you** with other organisations and public bodies (including the police) and check and/or file **your** details with fraud prevention agencies and databases. If **you** give **us** false or inaccurate information and/or **we** suspect fraud, **we** will record this. **We** can provide any details required by **us** under a court order.

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.

Any information shared by **us** can be used by other bodies in their decision making process, as can information shared from other bodies be used in our decision making process.

Credit searches

If **you** consent to a credit search it will be 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 won't affect **your** credit rating as it's not an application for credit. The credit references agencies may add the details of our searches and information to their records relating to **you**.

If **you** require further information on credit searches, please follow the ICO link on credit reference checks: <https://ico.org.uk/media/for-the-public/documents/1282/credit-explained-dp-guidance.pdf>

Call recording

Telephone calls with **us** may be recorded for training, monitoring, audit requirements, quality assurance purposes and fraud prevention and detection. Call recordings may also be supplied to third parties or **your** insurer as shown on **your schedule** if they request a call recording in order to investigate a claim, complaint or suspected fraud which **we** have made them aware of.

Telephone call charges

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on **your** network provider) and are usually included in inclusive minute plans from landlines and mobiles.

Transfer to 3rd parties and outside the UK/EU

In order to deliver our services to **you**, **we** may use third party processors (for example credit searches and fraud prevention agencies). Such processing is conducted under contract and **we** ensure that appropriate data protection and information security assurances are provided.

We may also share **your** information with an authorised third party supplier appointed by **us** during a claim, for example a loss adjustor, recovery agencies or approved repairer in order to assist with **your** claim or provide repair/replacement services. **We** will only share the information required by the third party and will ensure that appropriate data protection and information security assurances are in place.

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.

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 one calendar month of **us** receiving a valid request.

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.

You have the right to withdraw **your** consent for **your** information being used for market research, pricing strategies, underwriting strategies, statistical analytics and customer profiling.

If **you** wish avail of these rights please write to the Data Protection Officer, Prestige Underwriting Services Limited, 10 Governors Place, Carrickfergus, BT38 7BN or call **us** on 08000 327327 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. **You** can also contact the Information Commissioner if **you** believe **we** have not complied with our obligations.

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 DVLNI, 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 his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on the MID **you** are at risk of having **your vehicle** seized by the Police. **You** can check that **your** correct registration details are shown on the MID at www.askmid.com

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 SERVICES LTD

PARTNERSHIP IS THE BEST POLICY

24 HOUR ACCIDENT REPORTING LINE 08000 682 731

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 08000 514 096.

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

Part of the Prestige Insurance Holdings Group, 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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