

PLATINUM MBI INSURANCE

This policy is a contract between you and the Insurer, Financial and Legal Insurance Company Limited 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW, which is authorised by Prudential Regulation Authority and regulated by the Financial Conduct Authority (202915) and Prudential Regulation Authority for the conduct of UK business. Registered in England and Wales under company number 03034220.

UNDERSTANDING YOUR INSURANCE COVER

Please read this **policy** carefully together with the **schedule** and make sure **you** understand and fully comply with all the terms and conditions as a failure to do so might jeopardize the payment of any claim which may arise and could lead to **your insurance** becoming void. This **policy** sets out all **you** need to know about the **insurance you** have bought to go with **your vehicle**. It specifies what **you** are covered for and what **you** are not covered for. It is important that **you** read through this document in conjunction with **your schedule** to understand the terms and conditions of the cover that **you** have. If **you** have any questions on the contents please contact the **administrator** on 0114 321 9876.

Words in bold type face in this **policy**, other than in the headings, have specific meanings attached to them as set out in the definitions section of this **policy** booklet. Please ensure **you** keep this **policy**, the **schedule** and the **application** that all form part of **your insurance** in a safe place so that if **you** should need to **you** can read them again.

BASIS FOR THIS INSURANCE COVER

All information supplied by **you** in connection with **your** application for insurance cover including any proposal form, application form or otherwise and supplied by or on behalf of **you** will be incorporated into and form the basis of this insurance cover. It shall be a condition of this insurance cover that all such information is true so far as it is within **your** knowledge.

In the event of a breach of any provision of this section, and without reducing any of **our** rights **we** may:

- a) in a case of a breach of condition, cancel **your** insurance cover with effect from the date of the breach or inception of **your** insurance cover, whichever is the later; or
- b) reject or reduce claims connected with the breach and continue **your** insurance cover on such terms as **we** may determine

PRIVACY

We collect non-public personal information about **you** from the following sources:

- a) **your** application or other forms; b) **your** transactions with **us**, **our associates**, or others; and c) consumer reporting agencies.

We do not disclose any non-public personal information relating to **you** to anyone except as is necessary in order to provide **our** products or services to **you** or otherwise as it is required or permitted by law (eg. a subpoena, fraud investigation, regulatory reporting etc.). **We** restrict access to non-public personal information relating to **you** to **our** employees, **our associates**, **our associates'** employees or others who need to know that information to service **your** account. **We** maintain physical, electronic, and procedural safeguards to protect **your** non-public personal information,

Consumer Insurance (Disclosure and Representations) Act 2012

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable care to:

I. Supply accurate and complete answers to all the questions **We** or the **Administrator** may ask as part of

Your application for cover under the policy;

II. To make sure that all information supplied as part of **Your** application for cover is true and correct;

III. Tell **Us** of any changes to the answers **You** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

MAKING A CLAIM

Should **you** need to make a claim please call the **administrator** on 01143 219877. The claims procedure is explained in section 7.

CANCELLING YOUR INSURANCE COVER

You may cancel **your** insurance cover within 30 days of receiving this **policy** and **schedule** by contacting **us** and **you** will receive a full refund of the **premium** paid.

You may cancel **your** insurance cover at any time after 30 days **however**, no refund of premium will be made if a claim has been paid. If you have not made a claim then a pro-rata refund will be made.

The cancellation procedure is explained in section 8 of this **policy**.

EXCLUDED VEHICLES

The following makes of vehicles are excluded from cover under this policy;

All imported vehicles, Aston Martin, Bentley, Bugatti, Caterham, Dodge, Ferrari, Fisker, Hummer, Koenigsegg, Lamborghini, Lotus, Maybach, McLaren, Morgan, Noble, Pagani, Rolls Royce and Spyker.

1. DEFINITIONS

The following words will have the following meanings when they appear in bold print in this document.

administrator means Spectrum Insurance Services Limited who will provide administrative services on **our** behalf. Spectrum Insurance Services Limited is authorized and regulated by the Financial Conduct Authority (FCA Number 309230). This information can be checked by visiting the FCA's website. Spectrum Insurance Services Limited is registered in England: company number 05129413;

application means any written or verbal declaration together with any additional information **you** may have supplied to **us** in support of **your application** for this **insurance**;

associates means **our** subsidiary, parent and or associated companies;

claim limit means the maximum amount that this **insurance** will pay for any one claim and all claims in total during the **period of insurance** as shown on **your schedule** and up to the **claim limit** shown on **your schedule**. These amounts are inclusive of VAT. If **you** are registered for VAT then **we** will not pay the VAT element of any claim under this **insurance**;

component means any mechanical, electrical or electronic **component** which forms part of the **insured vehicle's** original specification by the manufacturer;

date of transfer means the date on which the **administrator** agrees the transfer of the **insurance** to another private owner of the **insured vehicle**;

full-time means a four wheel **vehicle** with a drive train that allows all four wheels to receive torque from the engine simultaneously employing a centre differential;

geographical limits means the area in which this **insurance** cover is effective being UK Mainland and Northern Ireland;

Glass's ICME Manual means the annually updated repair times guide published by Glass's Information Services Limited, used by the Institute of Automotive Engineer Assessors as the recognised industry source for mechanical and electrical repair times information;

insurance means **your application**, the **schedule**, this **policy** and any endorsements issued by which forms a legal contract between **you** and the parties providing cover under this **policy**;

insurance start date means the date on which this **insurance** starts as shown on **your schedule**. Where **you** renew this **insurance**, the **insurance start date** shall mean the day following the date on which **your** existing cover expires;

insurance end date means the date that this **insurance** under this **policy** ends and will be the earlier of the following:

- a. the scheduled expiry date of the **insurance** or as amended from time to time by renewal;
- b. the date the **insured vehicle** is sold or transferred to a new owner; or
- c. the total benefit paid to **you** for all claims made against the **insured vehicle** reaches the current **retail value** of the **insured vehicle**;

labour cost means the cost of labour that will be reimbursed in accordance with the times given in **Glass's ICME Manual** at the rates charged by the **administrator's** nominated repairers unless agreed beforehand;

mechanical breakdown means the sudden and unforeseen failure of a **component** arising from any permanent mechanical or electrical defect (for a reason other than **wear and tear**, normal deterioration or negligence) causing a sudden stoppage of its function, necessitating the immediate repair or replacement of the **component** before normal operation can be resumed. We are not liable for parts that have reached the end of their normal working lives because of age or usage;

part-time means a four wheel drive **vehicle** that has no centre differential;

Parts Replaced in Pairs: We include the following Parts, recommended by the manufacturer to be replaced in pairs as good engineering practice, when only one Part has suffered a Breakdown or Failure Due to Wear and Tear: brake drums, coil road springs, hydraulic shock absorbers.

period of insurance means the period between the **insurance start date** and ends of on the earliest of:

- (i) The date of expiry shown on your schedule
- (ii) The date a claim is authorised with a value greater than your current market value of the car and the claim is settled based on the market value of your car
- (iii) The date when you no longer own the vehicle unless you transfer the policy

policy means this document, together with the **schedule**;

premium means the amount that **you** have agreed to pay **us** in respect of this **insurance** in accordance with the terms of this **policy**;

retail value means the value of the **insured vehicle** as shown in Glass's Guide **Retail value** taking into account mileage and condition adjustments;

schedule means the document titled **schedule** that includes **your** name and address, the **vehicle** covered under this **insurance**, the **premium** and taxes and is incorporated in **your policy** and accepted by **us**;

vehicle / insured vehicle means the **vehicle** shown in the **schedule** that is covered by this **insurance**;

waiting period means the first 28 days following the start date of the policy;

we, us, our means Financial and Legal Insurance Company Limited.

wear and tear means damage to **components** that have reached the end of their normal effective working lives because of the gradual reduction in operating performance;

you / your means the person named in the **schedule**.

2. WHAT YOU ARE COVERED FOR

Mechanical Breakdown Insurance: All mechanical and electrical **components** and associated **labour costs** are covered by this **insurance** against **mechanical breakdown** provided they are of the original manufacturer's specification and are not listed below.

List of parts not covered: Bodywork, paintwork, light units, interior and exterior trim, glass, mirrors, handles, hinges, cables, pipes, hoses, wires, belts, fasteners, exhaust systems, alarms, tracker units, immobilisers, central locking remote control units, seats, seat belt systems & air bag systems. Routine maintenance & items failing due to general deterioration. We include failure of listed parts that have reached the end of their working lives up to 8 years/80,000 miles at the time of the repair request.

Workshop consumables and service & maintenance items which include, but are not limited to; spark plugs, glow plugs, brake & clutch friction materials, wiper blades & arms, bulbs, batteries & fuses. Pipes, hoses, unions, wiring & connections, air conditioning / climate control system receiver drier.

If the repair of a covered **component** necessitates re-gassing of the air conditioning system this **insurance** will pay a maximum of £40.00 including VAT toward the cost.

The following parts are covered:

Turbo (factory fitted): All failures due to the carbonisation are covered including the Variable Nozzle Turbine (VNT) or Wastegate Actuator or any other part of the turbo. Foreign object damage is not covered on any turbo claim.

Diagnostics: In the event of a valid repair request we will pay up to £50 (inclusive of VAT) or 1 hour whichever is the lower.

Timing Belts: provided there is proof that the manufacturer's replacement recommendations have been complied with and they are free from contamination.

Casing: Cylinder block, gearbox, transfer box, differentials and axle if they have been damaged by a failure of one of the included parts.

Catalytic Converter

Factory fitted **catalytic converter**. Excludes damage or failure caused by impact, corrosion or the use of incorrect grade or type of fuel.

Power Roof Motor

Factory fitted convertible roof motor, solenoids & control ECU.

Command and Communication Centre

Command and communication centre, factory fitted satellite navigation system and In-Car entertainment is covered for mechanical breakdown up to £1000, either as one claim for £1000 or smaller claims up to £1000 during the policy period. Excludes software updates, wiring, third party services and equipment incompatibility.

Four Wheel Drive

If the **insured vehicle** is **part-time** or **full-time** four wheel drive an additional **premium** must be paid and noted on your **schedule**.

Wear and Tear

Cover is provided for components that have suddenly failed as a result of wear and tear up to 8 years or 80,000 miles, whichever is the sooner. Components will not be covered if it could be stated that they were already in an advanced state of wear at the start date of this warranty, Wear and tear coverage is specifically excluded for repairs to brakes and clutches (where these components are designed to wear over time in order to operate), to burnt out friction materials or to repairs carried out to improve engine oil consumption but where there has been no mechanical failure. All other terms and conditions of the warranty must be met.

Please note: replacement of drive belts, filters, lubricants, antifreeze and fluids required because of the failure of a Covered Component through sudden and unforeseen mechanical or electrical breakdown is covered by this insurance policy and if such breakdown causes damage to another Covered Component, we will repair or replace that Covered Component but not any damage which is cosmetic in nature.

The agreement is limited to the breakdown of each included part on only one occasion during the period of the agreement.

3. WHAT YOU ARE NOT COVERED FOR

- 3.1 **Components** other than those specifically listed in section 2 of this **policy**.
- 3.2 General maintenance.
- 3.3 Faults which occur during the period of guarantee of a manufacturer or supplier, or items which are subject to a manufacturer's recall.
- 3.4 Damage caused by overheating, freezing, corrosion or the intrusion of harmful substances (for example the ingress of water), use of an incorrect grade of fuel or oil, or lack of antifreeze, lubrication or servicing.
- 3.5 Improper use of the **insured vehicle**, neglect or abuse of any kind, or drive on damage after a fault has occurred.
- 3.6 Faults which were on the **insured vehicle** at the time of purchase, or caused by poor servicing or previous repair.
- 3.7 Damage caused by the failure of **components** not covered by this **insurance**, or to **components** not covered by this **insurance**.
- 3.8 Any repairs not authorised by the **administrator** prior to the repair work being carried out.
- 3.9 Any costs other than those specifically agreed and authorised by the **administrator**.
- 3.10 Adjustments, the cleaning of **components** or "re-facing" costs (e.g. skimming or honing).
- 3.11 Costs in excess of the equivalent UK specification **vehicle**, if **your vehicle** has been imported.
- 3.12 The failure of **components** due to lack of routine or regular maintenance, including failure of **components** due to oil leaks.
- 3.13 Keys are not covered by the policy.
- 3.14 Any faults which occur during the **waiting period**.

4. ADDITIONAL FEATURES & BENEFITS

In the event of a valid claim for **mechanical breakdown we** will provide the following additional benefits.

The costs of providing these benefits will constitute part of the total claim and are subject to the maximum **claim limit** as stated on the **your schedule**. Please retain all **your** receipts.

4.1 Car Hire - Provided that the actual repair time for removal and replacement of **components** is listed in **Glass's ICME Manual** as being in excess of 8 hours **we** will reimburse **you** up to £50 including VAT per day towards the cost of hiring a replacement **vehicle**.

A maximum of 7 days car hire is available with one day being allowed per 8 full hours of repair time. Delays awaiting the completion of repairs including any delays caused by waiting for **components** if applicable are not included.

4.2 Continental Use - This **insurance** covers **you** for personal travel up to 60 days per annum to member countries of the European Union. **We** will reimburse claims costs in accordance with the equivalent UK **component** and labour costs.

4.3 Hotel Accommodation and Rail Fare - In the event of a mechanical breakdown away from home which means you are unable to return to your home we will pay up to £100 including VAT toward the cost of your overnight hotel accommodation or your rail fare to get you home.

4.4 Recovery - In the event a **mechanical breakdown** renders **your insured vehicle** immobile (or if continued driving of **your insured vehicle** could cause danger or further damage) **we** will pay up to £50 including VAT towards the cost of recovering **your insured vehicle** to a repairing garage.

5. CARING FOR YOUR VEHICLE

Failure to service **your vehicle** in line with the manufacturer's recommendations will not invalidate this **insurance**. However, this **insurance** will not cover faults attributable to or caused by lack of routine or regular maintenance. It is **your** responsibility to ensure that **your vehicle** is maintained in a legal and roadworthy condition at all times by following the manufacturer's service **schedule**.

6. GENERAL CONDITIONS

By taking out this **insurance you** agree to comply with the following conditions. If **you** do not comply with them **we** may choose to cancel this **insurance**, refuse to deal with **your** claim or reduce the amount of **your** claim.

6.1 **You** must take all reasonable steps to avoid damage to **your insured vehicle** or **components**. This **insurance** will not cover damage caused by continued use after a fault occurs.

6.2 It is **your** responsibility to ensure that **your insured vehicle** is maintained in a legal and roadworthy condition at all times, preferably by following the manufacturer's recommended service plan

6.3 This **insurance** is an addition to **your** legal rights if **your insured vehicle** is found to be unfit for use or not of satisfactory quality.

6.4 This **insurance** will not cover **your insured vehicle** if it:

- a. is used for hire or reward for example as a taxi, emergency vehicle, military, invalid carrier, mini cab or for driving tuition, courier or deliveries;
- b. has been modified unless we have agreed this before the insurance start date;
- c. is over 3.5 tonnes;
- d. is used in any sort of race or rally or any other competition; or
- e. has been the subject of an insurance total loss.
- f. is not built to and not modified outside of UK manufacturer's specifications
- g. is subject to a business contract hire or lease agreement over 20,000 miles per annum

6.5 If **you** are the new owner of the **insured vehicle**, and this **insurance** has been transferred to **you**, **you** cannot claim for 28 days from the **date of transfer**.

6. GENERAL CONDITIONS CONT....

6.6 **You** are expected to understand the warning lights and gauges on **your vehicle** and ensure that they are operating correctly.
6.7 **We** do not guarantee that the mileage quoted in **your schedule** is the true mileage covered by **your vehicle**. It is only intended as a guide to when servicing is due.

6.8 This **insurance** covers **you** only within the **geographical limits**. We will only pay costs which are incurred as a direct consequence of the even which led to the claim you are making under this policy.

6.10 This **insurance** will not pay for any repairs if they are covered by another **insurance policy** or motoring breakdown.

6.11 **Your** insurance cover shall be governed by and construed in accordance with the Law of England and Wales.

6.12 This **insurance** does not entitle **you** to Breakdown Assistance / Rescue Services.

6.13 If any information provided to **us** by **you** or anyone acting on **your** behalf is inaccurate or if **you** do not disclose any information that might reasonably affect **our** decision to provide **insurance** to **you**, **your** right to any benefit under this **insurance** may end. If any claim under this **insurance** is fraudulent or is intended to mislead **us**, or if any misleading or fraudulent means are used by **you** or anyone acting on **your** behalf to obtain benefit under this **insurance**, **your** right to any benefit under this **policy** may end and **we** may be entitled to recover any benefit paid and costs incurred as a result of such fraudulent or misleading claim, which may include legal action. **We** will not refund any **premium**.

6.14 This **policy**, together with any endorsement to it, the **schedule**, the **application** and any other written statement made by **you** or on **your** behalf upon which **we** have relied when accepting **you** for **insurance** cover constitutes the whole of this **insurance** contract between **you** and **us**.

6.15 No provision or condition of this **policy** may be waived or modified except by a written endorsement that must be signed by an authorised official on **our** behalf.

6.16 person who is not a party to this insurance cover has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

6.17 any dispute between **You** and **Us** arises from this policy, **You** can make a complaint to **Us** as described in section 11 of this policy and **We** will try to resolve the matter. If **We** are unable to satisfy **Your** concerns **You** can ask the Financial Ombudsman Service to arbitrate over the complaint.

This insurance is between and binding upon the **Insurer** and **You** and their/**Your** respective successors in title, but this insurance may not otherwise be assigned by **You** without the **Insurer's** prior written consent.

6.18 if the **Insurer** or **You** fail to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver of such right, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

6.19 unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999. This Condition does not affect any right or remedy, of any person, which exists or is available otherwise than pursuant to that Act.

6.20 The **Insurer** reserves the right to take legal proceedings in **Your** name, at their own expense and for their own benefit, to recover any costs or damages they have paid out under this insurance to anyone else. If you recover any costs or damages previously paid under this insurance from any other party, such costs or damages must be immediately repaid to **Us**.

6.21 If any claim or statement made by any **Insured Person** is in any respect deliberately or recklessly overstated, false or fraudulent, **We** may have the right to refuse any claim on this policy or to avoid this insurance in its entirety.

6.22 Unless there is proof of Consequential Failure, this Plan does not include the cost of fitting multiple Parts by your Repairer (other than for covered Parts Replaced in Pairs) and in such cases we will exercise our discretion and pay the average cost of all Parts fitted and Labour claimed.

6.23 Cyber Loss Absolute Exclusion Clause Exclusion

1. Notwithstanding any provision to the contrary within this contract, this contract excludes any Cyber Loss.

2. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:

2.1 the use or operation of any Computer System or Computer Network;

2.2 the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;

2.3 access to, processing, transmission, storage or use of any Data;

2.4 inability to access, process, transmit, store or use any Data;

2.5 any threat of or any hoax relating to 2.1 to 2.4 above;

2.6 any error or omission or accident in respect of any Computer System, Computer Network or Data.

3. Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

4. Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.

5. Data means information used, accessed, processed, transmitted or stored by a Computer system.

7. CLAIMS PROCEDURE

If **you** think that **you** have a fault that may be covered by this **insurance**, **you** must contact the **administrator** in the first instance. Telephone number: 01143 219877. The claims department is open 9:00am to 5:00pm Monday to Friday.

The **administrator** will require the following information, so please have this to hand when telephoning:

- a. **your policy** number and registration number of **your insured vehicle**;
- b. current mileage on **your insured vehicle**; and
- c. **your insured vehicle's** service history.

You will need to take **your vehicle** to a repairer. The **administrator** has a nationwide network of nominated repairers who are familiar with the **administrator's** claims and billing procedures. The **administrator** shall recommend these repairers wherever possible. If a suitable nominated repairer cannot be located the **administrator** will agree a suitable local alternative with **you**. **You** should then take **your vehicle** to the repairer and give them **your** permission to investigate the fault. The repairer should then contact the **administrator** to discuss their findings and obtain **our** permission to carry out the repair. No repairs can be carried out without the **administrator's** permission as evidenced by an authorisation number.

When the **administrator** authorises a claim it will do so by issuing a unique claim authorisation number to **your** repairer. Repairs must not be started until the **administrator** has given this number to **you** or **your** garage.

7.1 Investigation

You must authorise any dismantling of **components** for inspection and **you** will be responsible for the cost incurred if the claim is not covered by this **insurance**. **We** will only pay for dismantling costs as part of a valid claim.

7.2 Assessing **your** claim

The **administrator** reserves the right to use an Independent Consulting Engineer to inspect **your insured vehicle**, the failed **components** and the **insured vehicle's** service history before the **administrator** authorises a claim. Whilst the **administrator** will make every effort to ensure this happens with the least delay and inconvenience to **you**, **we** shall not be liable for any losses **you** incur through any delay.

7.3 Labour and **component** costs

Labour times will be reimbursed in accordance with the times given in **Glass's ICME Manual** at the rates charged by the **administrator's** nominated repairers unless agreed beforehand. The **administrator** may ask the repairer to use guaranteed exchange units or factor **components** in repairing **your insured vehicle**.

7.4 Indemnity and costs

This **insurance** is a contract of indemnity. This means that if repairs to **your insured vehicle** make it better than it was immediately prior to the **mechanical breakdown**, **you** may be asked to pay a contribution towards the costs if the required major components were only available directly from the manufacturer.

Not all the cost of the repair will always be covered by this **insurance**. Additional repair costs and those not covered by this **insurance** must be paid for by **you**.

7.5 Invoicing

You or the repairer must send the **administrator** an original, fully detailed and itemised invoice and any proof of service that the **administrator** requires. Please send invoices to the **administrator** at: Spectrum Insurance Services Limited, Westthorpe Business Centre, Westthorpe Fields Business Park, Killamarsh, Derbyshire, S21 1TZ. Please clearly mark on the invoice to whom the **administrator** should make payment. Photocopies of invoices will not be accepted. **We** will only pay the amount authorised by the **administrator** for the claim.

7.6 On completion

Wherever possible, the **administrator** will pay the repairer directly up to the amount authorised. **You** must make arrangements to cover any costs not covered by this **insurance**. If **you** are VAT registered, **we** will not pay the VAT element of **your** claim.

8. CANCELLATION & COOLING OFF PERIOD

8.1 **We** trust that **You** will be happy with **Your** insurance. However, **You** have the right to cancel it within thirty (30) days of receiving the **Policy** without giving any reason. If **You** do so **We** will refund **Your** payment in full less the cost of any repairs undertaken.

In the event that **You** wish to cancel **Your** insurance within the thirty (30) day period please contact **Your** supplier who will arrange for the refund.

8.2 **You** may cancel **your** insurance cover at any time after 30 days **however**, no refund of premium will be made if a claim has been paid. If you have not made a claim then a pro-rata refund will be made.

8.3 **We** may cancel this insurance if in **Our** opinion **You** have at any time:

- 8.3.1 given **Us** false or incomplete information
- 8.3.2 agreed to help anyone try to take money from **Us** dishonestly, or
- 8.3.3 failed to meet the terms and conditions of this insurance or
- 8.3.4 failed to act honestly towards **Us**.
- 8.3.5 failed to pay the policy premium.

We can cancel this insurance at any time by giving **You** at least 14 days' written notice at **Your** last known address.

9. COMPLAINTS PROCEDURE

We always aim to provide a first class standard of service. However, if **You** are dissatisfied **You** should in the first instance address **Your** enquiry to the **Administrator** quoting **Your** policy number. Telephone: 01143 219680.

email: customerservices@spectrumcover.co.uk.

The **Administrator** will acknowledge **Your** complaint within 5 business days of receiving it and it will do its best to resolve the matter within 2 weeks.

If **You** are still not satisfied, **You** can contact the Insurance Division of the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR

You can also contact the Financial Ombudsman Service on 0800 023 4567. Website: www.financial-ombudsman.org.uk

(Using this service does not affect **Your** right to take legal action.)

10. DATA PROTECTION ACT

We are the **Data Controller** for the data **You** provide to **Us**. **We** need to use **Your** data in order to arrange **Your** insurance and associated products.

You are obliged to provide information without which **We** will be unable to provide a service to **You**. Any personal information provided by **You** may be held by the **Insurer** in relation to **Your** insurance cover. It may be used by **Our** relevant staff in making a decision concerning **Your** insurance and for the purpose of servicing **Your** cover and administering claims.

Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. **We** may obtain information about **You** from credit reference agencies, fraud prevention agencies and others to check **Your** credit status and identity. The agencies will record **Our** enquiries, which may be seen by other companies who make their own credit enquiries. If **You** provide false or inaccurate information and **We** suspect fraud, **We** will record this.

We and other organisations may use these records to:

- a. Help make decisions on insurance proposals and insurance claims, for **You** and members of **Your** household
- b. Trace debtors, recover debt, prevent fraud, and manage **Your** insurance policies
- c. Check **Your** identity to prevent money laundering, unless **You** furnish **Us** with satisfactory proof of identity.

We process all data in the UK but where **We** need to disclose data to parties outside the European Economic Area (EEA) **We** will take reasonable steps to ensure the privacy of **Your** data. In order to protect **Our** legal position, **We** will retain **Your** data for a minimum of 7 years. **We** have a Data Protection regime in place to oversee the effective and secure processing of **Your** data. Under GDPR legislation, **You** can ask **Us** for a copy of the data **We** hold, have it corrected, sent to a third party or deleted (subject to **Our** need to hold data for legal reasons). **We** will not make **Your** personal details available to any companies to use for their own marketing purposes. If **You** wish to complain about how **We** have handled **Your** data, **You** can contact **Us** and **We** will investigate the matter. If **You** are not satisfied with **Our** response or believe **We** are processing **Your** data incorrectly **You** can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.

11. COMPENSATION SCHEME

The **Insurer** is covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If the **Insurer** is unable to meet their obligations under this insurance, **You** may be entitled to compensation from the Compensation Scheme .