



# PRESTIGE

UNDERWRITING

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## NON-STANDARD MOTOR INSURANCE POLICY

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UNDERWRITTEN BY AVIVA  
INSURANCE LIMITED



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# WELCOME TO YOUR PRESTIGE MOTOR INSURANCE POLICY

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Thank **you** for choosing **Prestige** Underwriting Services Limited for **your** Motor Insurance.



**Prestige** Underwriting Services Limited is 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 Services Limited on behalf of Aviva Insurance Limited.

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

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

## 24 HOUR ACCIDENT REPORTING LINE

**0800 068 2731**

**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.

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

## KEY



## DEFINITIONS

<b>Automated vehicle</b> Any motor <b>vehicle</b> manufactured, designed or adapted to be capable of safely driving itself and is listed as an <b>automated vehicle</b> under the Automated & Electric Vehicles Act 2018
<b>Automated driving mode</b> Any <b>vehicle</b> operating mode in which the <b>vehicle</b> is driving itself as defined in the Automated and Electric Vehicles Act 2018 or <b>Road Traffic Acts</b>
<b>Certificate of motor insurance</b> The current document that proves <b>you</b> have the motor insurance required by the <b>Road Traffic Acts</b> to use <b>your vehicle</b> on a road or other public place. It shows who can drive <b>your vehicle</b> , what it can be used for and whether any permitted drivers are allowed to drive other vehicles. The <b>certificate of motor insurance</b> does not show the cover provided.
<b>Commercial vehicle</b> A <b>vehicle</b> which is manufactured and used for the carriage of goods.
<b>Computer system(s)</b> Any computer, hardware, <b>software</b> , applications, communications system, electronic device (including, but not limited to, smartphone, laptop, tablet, wearable device), server, cloud or micro controller including any similar system or any configuration of the aforementioned and including any associated input, output, <b>data</b> storage device, networking equipment or back up facility.
<b>Cyber act</b> 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 <b>computer systems</b> 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
<b>Data</b> All information, which is electronically stored, recorded, transmitted or represented, or contained in any formats, materials or devices used for the storage of <b>data</b> including but not limited to operating systems, records, programs, <b>software</b> or firmware, code of series of instructions facts, concepts, code or any other information of any kind.
<b>Endorsement</b> An amendment to the terms of this insurance.
<b>Excess</b> <b>Excess</b> means <b>your</b> contribution towards the payment of any claim in respect of each <b>insured vehicle</b> .
<b>Insured/you/your</b> The person(s) or entity named in the <b>schedule</b> as the <b>insured</b> . In addition, any other named person and any person permitted by the current <b>certificate of motor insurance</b> to drive or use the <b>vehicle</b> .
<b>Insured section</b> This means a section of this <b>policy</b> that forms part of the insurance contract but only if made effective by the 'Cover' stated in the <b>policy schedule</b>
<b>Insured vehicle</b> <b>Insured vehicle</b> means any car, motor cycle or <b>commercial vehicle</b> (including its standard accessories, spare parts or components fitted to it) mentioned by description, category or registration mark in the <b>schedule</b> and current <b>certificate of motor insurance</b> .
<b>Insurer/we/us</b> Aviva Insurance Limited

<p><b>Market value</b>  <b>Market value</b> means the replacement value of the same make and model of <b>vehicle</b> of a similar age and condition and history as determined by reference to <b>vehicle</b> value publications.</p>
<p><b>Period of insurance</b>  <b>Period of insurance</b> means the length of time covered by this insurance as shown on the <b>schedule</b></p>
<p><b>Policy</b>  <b>Policy</b> means this document, the <b>schedule</b> and any endorsements attaching to this document or the <b>schedule</b> 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.</p>
<p><b>Prestige</b>  <b>Prestige</b> Underwriting Services Limited who administer the <b>policy</b> on behalf of the <b>insurer</b></p>
<p><b>Private car</b>  A private passenger <b>vehicle</b> with a maximum passenger carrying capacity of 8 persons including the driver, owned by and registered to a private individual, and covered under this <b>policy</b> as a family or domestic car and not as a <b>commercial</b> or business <b>vehicle</b>.</p>
<p><b>Road Traffic Acts</b>  <b>Road Traffic Acts</b> means all acts, laws or Regulations which govern the driving or use of any motor <b>vehicle</b> in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.</p>
<p><b>Safety critical software</b>  Any <b>software</b> which without being installed or updated would make it unsafe to use the <b>vehicle</b></p>
<p><b>Schedule</b>  The document which gives details of the <b>insured</b>, <b>period of insurance</b>, endorsements applicable, <b>excess(es)</b> and the cover provided by this insurance.</p>
<p><b>Software</b>  Any <b>software</b>, <b>safety critical software</b>, firmware, operating systems, electrical control systems, <b>data</b>, <b>data</b> 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.</p>
<p><b>Territorial limits</b>  <b>Territorial limits</b> 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.</p>
<p><b>Trailer</b>  A <b>trailer</b>, semi-<b>trailer</b> or container used for goods carrying and constructed to be towed by a motor <b>vehicle</b>.</p>
<p><b>Vehicle</b>  Any motor <b>vehicle</b> described on <b>your schedule</b> and any other motor <b>vehicle</b> for which details have been supplied to <b>us</b> and a <b>certificate of motor insurance</b> bearing the registration mark of that motor <b>vehicle</b> which has been delivered to <b>you</b> in accordance with the <b>Road Traffic Acts</b> and remains effective.  Any motor <b>vehicle</b> loaned to <b>you</b> or a permitted driver shown on <b>your certificate of motor insurance</b> by a supplier we have nominated following a claim under the <b>policy</b>.</p>

## THE CONTRACT OF INSURANCE

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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. The information that **you** have given to **us** is shown on **your** statement of fact or statement of insurance but will also include further information given either verbally or in writing by **you** or on **your** behalf at the time **you** applied for insurance. **You** must therefore ensure that all information given to **us** is accurate. Failure to do so may result in **your policy** being cancelled, claims declined or not fully paid or the **policy** made void and treated as if it never existed.

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 and Wales.

### Alternative Formats and Additional Support

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

### Help and Support

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

Signed for and on behalf of Aviva Insurance Limited.

Trevor Shaw, CEO, Prestige Underwriting Limited

### 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**), 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 'Cancellation of cover' on page 18 of this 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 sections.

COVER	INSURED SECTIONS
Comprehensive	All <b>insured sections</b> and clauses
Third Party Fire and Theft	<b>Insured Sections A, B</b> (but loss or damage solely in respect of Fire or Theft) and C
Third Party Only	<b>Insured Sections A and C</b>
Fire and Theft Only	<b>Insured Section B</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 1.

In the event information presented by **you** misrepresents **your** claim **we** reserve the right to seek recovery under the General Terms and Conditions - Fraud.

## 2. INSURED SECTION A – LIABILITY TO OTHERS

### LIABILITY COVER

**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:

- at **your** request any passenger or person (other than the person driving) whilst travelling in or getting into or out of the **insured vehicle**;
- the owner of the **insured vehicle** as though they were the **insured**;
- following the death of anyone covered under this insurance, that person's legal representative for any liability incurred by that person.

### LIABILITY COSTS AND EXPENSES

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

- **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;
- **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.
- **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.

### 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.

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## EXTENSIONS TO LIABILITY COVER

### 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

- **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;
- such Principal is not entitled to indemnity under any other Insurance; and
- **we** shall have the sole conduct of any claim arising under the terms of this Section.

### 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.

### 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:

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

### 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**.

## LIABILITY LIMITATIONS AND EXCLUSIONS

### Cumulative limit of indemnity – property damage

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

- £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**;
- £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**.

### 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.

### Fines and penalties

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

### 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.

### 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.



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### 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:

- bringing of the load to the **insured vehicle** for loading thereon; or
- taking away of the load from the **insured vehicle** after unloading.

### Property owned or in custody

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

- 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;
- 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**;
- 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.

### 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.

### 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 (ii) such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the **Road Traffic Acts**.

### Other Insurance

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

### Automated vehicles

**We** will not provide cover for any claim where **your vehicle** is an **automated vehicle** and at the time of an accident is being driven or used in **automated driving mode** and the **insured**:

- has made, or has permitted alterations to any **software** which relates to functioning of the **vehicle** as an **automated vehicle**, except those made available by and/or approved by the **vehicle** manufacturer
- has failed to install or to permit the installation of any **safety critical software** updates relating to the functioning of the **vehicle** as an **automated vehicle** which **you** or a driver permitted by **you** ought reasonably to have known that failure to install such **software** could compromise the safety of the **vehicle**
- ought reasonably to know or to reasonably assess that it was not appropriate to do so.

## 3. INSURED SECTION B - LOSS OR DAMAGE TO THE INSURED VEHICLE

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### LOSS OR DAMAGE COVER

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

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

### Courtesy vehicle

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.

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**.

### EXTENSIONS TO LOSS OR DAMAGE COVER FOR PRIVATE CARS



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

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## 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.

## 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.

## 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.

## 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.

## 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.

### 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**.

## LOSS OR DAMAGE LIMITATIONS AND EXCLUSIONS

### 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.

### 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**.



#### DECEPTION

This **insured section** B does not cover loss resulting from deception, fraud, use of counterfeit or irredeemable form of payment, or through the obtaining of property by the offence of fraud by false representation.

### Diminution in value

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

### Excess

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

### 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.

### 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.

### 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.

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## 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



### 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.

## 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.

## 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.

## Repossession

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

## 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.

## Unauthorised taking by employees or 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.



#### MISFUELLING

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

### 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.

## OTHER TERMS AND CONDITIONS

### 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.



#### 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.

### 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.



Accessories are items permanently fitted to **your** car which are not directly related to how it works as a car. For example, built-in satnavs, cameras or roof-racks.

### 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.



#### HIRE PURCHASE AGREEMENT

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

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

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

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

## 4. INSURED SECTION C – FOREIGN USE

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### 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.



#### FOREIGN USE COVER – PRIVATE CARS

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 above.

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.



#### 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

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WE SHALL NOT BE LIABLE FOR:

**use and driving**

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

- being used for any purpose not permitted by the **certificate of motor insurance**
- being driven by any person not permitted by the **certificate of motor insurance** or any **endorsement**

### 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.

### 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

### 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.

### Contractual liability

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

### Earthquake

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

### Nuclear hazards

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

- ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

### Pollution

- 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**.



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

### 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.

### 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.



#### UNLICENSED USE

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

- does not hold a licence to drive the **insured vehicle**; or
- has held but is currently disqualified from holding or obtaining such a licence; or
- does not fully comply with the conditions of their driving licence.



#### DRINK AND DRUGS

There is no cover for loss 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 the General Exclusions. In the event information presented by **you** misrepresents **your** claim we reserve the right to seek recovery under the General Terms and Conditions - Fraud.

### Unsafe load

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

- the load in or on the **insured vehicle** is being conveyed in an unsafe manner;
- 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**.

### 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:

- 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,
- 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**.

### Deliberate acts

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

### 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**.

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### 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**.

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## 6. IN THE EVENT OF A CLAIM OR POTENTIAL CLAIM

### Claim notification

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.

**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.

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

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

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

### Claim Procedure

**You** must give all information and assistance **we** or the police may require in connection with any claim. No admission of liability or offer or promise of payment shall be made without our written consent.

**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.

**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.

If **we** ask to examine driving licences and **vehicle** documentation before agreeing to settle a claim under this **policy** **you** must supply this documentation before **we** can proceed with the settlement.

## 7. GENERAL TERMS AND CONDITIONS

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### Anti-fraud databases

**You** 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.

### Cancellation of cover

**You** may cancel this **policy** at any time by contacting **your** broker or intermediary shown on the **schedule**.

**We** or **your** Broker/Agent may cancel this **policy** by giving seven days written notice to **your** last known address/ email address. The exception is where **we** have evidence that **you** have acted fraudulently or deliberately given **us** incorrect or incomplete information, **we** may then cancel **your policy** with immediate effect.

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

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.

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**.



No refund will be allowed if any claim has been made during the period for which insurance cover was provided.

### 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 'Other Insurance' on page 9.

### Sharing of Information

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

### 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.



#### 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.

### 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**.

### 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.

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

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

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

**Your** 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** will charge the following non-refundable Administration Fees (inclusive of Insurance Premium Tax):

New Business set up fee -	£56.00
Mid-term adjustments -	£40.72
Renewals -	£40.72

### Use of Language

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

## 8. GENERAL EXCLUSIONS

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

2. **We** will not provide cover in respect of 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**.

3. **We** will not provide cover in respect of 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**.

## 9. NO CLAIM DISCOUNT (NCD) AND PROTECTED NCD

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
<b>1</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>2</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>3</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>4</b>	4	4	2	0	0	0	0	0	0	0
<b>5</b>	5	5	3	1	0	0	0	0	0	0
<b>6</b>	6	6	3	1	0	0	0	0	0	0
<b>7</b>	7	7	3	1	0	0	0	0	0	0
<b>8</b>	8	8	3	1	0	0	0	0	0	0
<b>9</b>	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 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 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 policyholder's 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

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**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** 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** if **you** wish.

**Prestige** 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](http://www.fscs.org.uk)

## 11. PRIVACY NOTICE

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### DATA PROTECTION NOTICE

This notice explains how **Prestige** Underwriting Services Limited (“**we/us/our**”) will use **your** personal **data**. To view the Aviva Motor Insurance privacy policy please visit [www.aviva.co.uk/privacy](http://www.aviva.co.uk/privacy)

### OUR DETAILS

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

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

### THE DATA WE RECEIVE

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

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

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

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

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

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

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

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



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## HOW WE WILL USE YOUR DATA

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

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

## DATA RETENTION

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

## TRANSFER TO 3RD PARTIES AND OUTSIDE THE UK/EU

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

- insurers and Intermediaries for the purposes of arranging and underwriting cover, auditing and quality monitoring, complaint handling and investigating fraud.
- insurers and Intermediaries to verify No Claims Bonus and claims history.

- 
- Suppliers who provide necessary services required to handle any claim by or against **you** (For example Surveyors, Loss Adjustors, Engineers, **vehicle** Repairers).
  - To insurers, Intermediaries, Claim Handling firms and Solicitors appointed to deal with a claim made by **you** or against **you**.
  - IT and system providers to facilitate electronic **data** transfers, the provision of technical support and system development.
  - Service providers who supply telephony, SMS, email or other messaging systems to contact about an existing **policy** or quotes as well as for the purpose of marketing under our legitimate interests as an Underwriting Agency.
  - To the Financial Ombudsman Service as part of the complaint resolution process.
  - To law enforcement agencies, our regulators and other statutory bodies when **we** believe it is necessary for the detection and prevention of crime and as otherwise required by or permitted by law.
  - Credit Reference Agencies to verify **your** identity, prevent fraud or to determine the most appropriate payment option.
  - Companies and agencies that carry out sanctions, anti-money laundering and anti-fraud controls\*
  - Finance Providers if **you** agree to pay by Direct Debit
  - Debt Recovery firms, Solicitors and Civil Courts if required to recover unpaid funds still contractually due or funds obtained by fraud or deception.

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

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

## CREDIT SEARCHES

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

## MARKETING

**We** will not share or sell **your** details with any 3rd party for marketing purposes without **your** express permission.

**We** will collect personal **data** from our website, social media accounts and if **you** sign up to features including document portals. This will be used to manage any existing agreement **you** may have with **us** and under our legitimate interest to inform **you** of the products and services **we** offer. **We** will also use the **data** when necessary to answer a query **you** have made or if required to as part of a competition or activity that **you** have entered. Information supplied via social media may also be held or processed by the social media company in line with their own privacy policies.

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

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

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

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## CALL RECORDING

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

## YOUR RIGHTS

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

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

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

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

## THE INFORMATION COMMISSIONER

**You** can find more details about **data** protection from the Information Commissioner's Office at [www.ico.org.uk](http://www.ico.org.uk).

**You** can also contact the Information Commissioner if **you** believe **we** have not complied with our obligations.

## 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](http://www.askmid.com)

## CLAIMS HISTORY

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

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



# PRESTIGE

UNDERWRITING

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

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.

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

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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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