

ŠKODA ENSURANCE[®]

COVER BOOKLET



ŠKODA



ŠKODA Financial Services

Finance. Insurance. Fleet. Mobility.

WELCOME

Welcome to Ensurance – your free three year Accident and Repair Cover, designed to help you if your car is damaged in an accident or stolen

This document contains all the information you need to know about Ensurance, so please keep it in a safe place for future reference

WHY ENSURANCE?

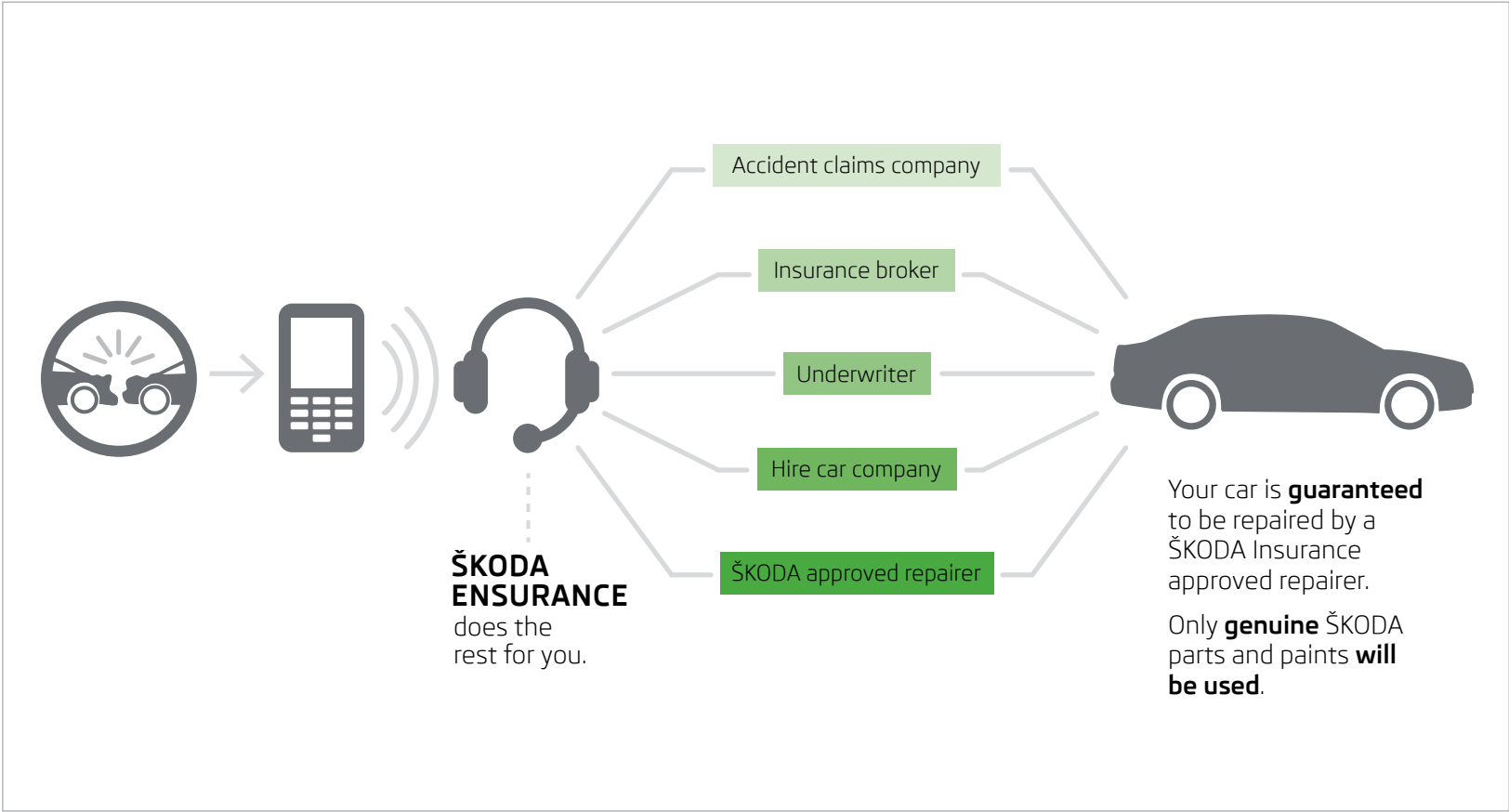
The service customers receive from different insurance and repair companies after they have been involved in an accident can vary significantly. After an accident, we know how important it is to get your claim resolved properly and any damage repaired to ŠKODA standards. That's where Ensurance comes in...

If the unexpected does happen, we will manage your incident from start to finish – liaising with your motor insurer, any third parties and our ŠKODA Insurance approved repairers, regardless of who is at fault.

Working alongside your main motor insurance policy, Ensurance guarantees your vehicle will be repaired at an approved repairer, by ŠKODA trained technicians using genuine ŠKODA parts and paints – no matter who your motor insurance is with. And if this costs anymore than your motor insurance provider is willing to pay, we'll pay the difference – at no cost to you.

Once you have activated your cover all you need to do to benefit from Ensurance is tell us first if you are involved in an accident or your car is stolen.

After you make us aware of an accident, if required, we will arrange for your vehicle to be recovered and taken to a ŠKODA Insurance approved repairer. Where possible the ŠKODA Insurance approved repairer will provide you with access to a courtesy car for the duration of your repair.



WHAT TO DO IF YOU HAVE AN ACCIDENT

If you are involved in an accident, please remember to **call us first** to benefit from the following:

- › A dedicated claims manager who will look after your entire claim from start to finish
- › A **guarantee** that your vehicle will be repaired by a ŠKODA Insurance approved repairer using only genuine ŠKODA parts and paints
- › Help to recover any uninsured losses using our Legal Expenses Cover
- › Online claims tracking so you can keep up to date with the status of any claim

Report a claim by calling:

0333 043 3782

Our telephone lines are open 24 hours a day, seven days a week.

You can also report an incident online at insurewithskoda.co.uk/claims/makeclaim.

Or you can use our **ŠKODA Insurance** app to notify us of your claim. The app is available on iOS from the [App Store](#), or on Android from the [Google Play Store](#).

IF YOU HAVE AN ACCIDENT

- › always stop and make sure you and your passengers are safe
 - › if anyone is injured or the accident is blocking the road, call the emergency services
 - › if you think your vehicle is unsafe to drive, call us and we will arrange for your vehicle to be recovered
 - › do not accept blame or admit liability for the accident
- › advise us of the following details as soon as you can:
 - the registration number of any other vehicle(s) involved in the accident
 - name, address, contact number and insurance details from any driver(s) who you think is responsible for causing the accident. Under the terms of the Road Traffic Act 1988 you must also provide the same details to anyone who holds you responsible and
 - the name, contact number and address of anyone who witnessed the accident.



WHAT ENSURANCE COVERS – AT A GLANCE

Ensurance is designed for anyone driving a ŠKODA vehicle who wants to guarantee that in the event that it is damaged in an accident it is repaired in a ŠKODA Insurance approved repairer, by ŠKODA trained technicians who will only use genuine ŠKODA parts and paints.

Ensurance can be used alongside your main motor insurance policy, no matter who you are insured with and is available on both new and older models.

SIGNIFICANT FEATURES AND BENEFITS OF THE POLICY

- › We will manage your incident from start to finish, liaising with your motor insurer and the ŠKODA Insurance approved repairer on your behalf.
- › We guarantee that if your ŠKODA is damaged in an accident, it will be repaired in a ŠKODA Insurance approved repairer, by ŠKODA trained technicians who will only use genuine ŠKODA parts and paints, and if this costs anymore we'll pay.
- › We will pay any repair costs not covered by your motor insurance policy incurred because you have chosen to have your vehicle repaired at a ŠKODA Insurance approved repairer using ŠKODA approved OEM parts and paints.
- › Subject to availability we will make sure the ŠKODA Insurance approved repairer that repairs your vehicle provides you with access to a courtesy car for the duration of your repair.
- › If you were not at fault and there is a traceable third party motor insurer for the other vehicle(s) involved in the incident, we may pay for and supply you with a hire car more suitable to your needs.
- › We will also provide you with legal expenses cover to pay the legal costs and expenses of any legal proceedings to recover uninsured losses caused as a result of any road accident which results in:
 - loss or damage to your vehicle
 - loss or damage to any personal property owned by you whilst the property is in/or attached to your vehicle.
 - death or injury to you whilst getting into or out of the vehicle.

SIGNIFICANT CONDITIONS AND EXCLUSIONS OF THE POLICY

- › We will not provide cover if you do not have a comprehensive motor insurance policy in force at the time of the damage or loss to your vehicle. Your motor insurance policy must provide cover for the damage or loss that has occurred.
- › We will not pay the legal costs and expenses of legal proceedings to recover your uninsured losses or costs if we consider that you will not get a reasonable settlement or if any expected settlement is small compared to the time and expense involved. We will not cover any claim where we are not informed about the incident first and as soon as reasonably possible after the date of loss.
- › The policy does not cover any excess you may have to pay towards any claim made on your motor insurance policy.
- › The most we will pay under the Repair Guarantee cover for any claims arising out of any one road traffic accident of the policy is £2,500.
- › The most we will pay under the Legal Expenses cover of the policy is £50,000 for any claims arising out of any one road traffic accident.

HOW LONG DOES THE ENSURANCE COVER LAST?

Your period of cover is shown on your Confirmation of Cover.

CONDITIONS OF YOUR ENSURANCE POLICY

IMPORTANT NOTICE

Ensurance is designed to work alongside your comprehensive motor insurance policy. In order to benefit from the services and cover provided by Ensurance you must have a valid motor insurance policy in force at the date of the loss and that policy must provide cover for the damage or loss that has occurred to your vehicle.

The repairs to your vehicle that we arrange on your behalf must be authorised by your motor insurer. Where you were not at fault and there is a traceable third party motor insurer for the other vehicle(s) involved in the incident, we may at our discretion request that the third party insurer authorises the repairs directly.

You will need to pay any policy excesses that you are responsible for in accordance with the terms and conditions of your motor insurance policy

MEANINGS OF WORDS

Certain words contained in the conditions of **your** Ensurance policy have a specific meaning. **We** explain what a word means below and these words are highlighted in bold throughout **your** Ensurance policy.

ŠKODA approved OEM parts and paints – parts and paint approved and supplied by Volkswagen Group United Kingdom Limited.

ŠKODA Insurance approved repairer – a vehicle repair facility that has been approved by ŠKODA Insurance and Volkswagen Group United Kingdom Limited to repair ŠKODA vehicles and whose staff have been trained by ŠKODA to repair ŠKODA vehicles to factory standards.

Claims adjuster – any claims negotiator, adjuster or other appropriately qualified person, firm or company appointed by us to act for **you**.

Courtesy car – a vehicle provided by the **ŠKODA Insurance approved repairer** for the duration of the repair period. Any vehicle provided will be subject to availability. **You** may be required at **your** own expense to insure the **courtesy car** on **your motor insurance policy**. Where insurance for the **courtesy car** is provided by the **ŠKODA Insurance approved repairer** an accidental damage, fire and theft **excess** will apply. Details will be provided to **you**.

Confirmation of Cover – the document that accompanies this policy specifying **your** details and any limits in cover that apply.

Date of loss – the date that damage to **your vehicle** occurred due to an accident, malicious damage, fire or through theft or attempted theft.

Excess – an amount **you** will have to pay towards any claim made on **your motor insurance policy**.

Geographical limits – **United Kingdom** and the Channel Islands.

Hire car – a car that is like for like or the near equivalent of **your vehicle** that **we** pay for and supply **you** with in the event **you** are involved in an accident that is not **your** fault. There must be a traceable third party **motor insurer** for the other **vehicle(s)** involved in the incident.

Legal costs and expenses – fees, costs and disbursements reasonably incurred by **us**, any **claims adjuster**, **solicitor**, or other appropriately qualified person appointed to act for **you** with **our** consent chargeable on the **standard basis**, or in accordance with the Predictable Costs scheme if appropriate. Also covered are the costs of any civil proceedings incurred by an opponent for which **you** may be liable by order of a court or by agreement with **our** prior consent.

*Explanatory note: The Predictable Costs scheme applies to road traffic accidents which are settled by negotiation before court proceedings are issued for claims up to the value of the motor portal limit at the time of **your** claim. The rules set out how legal fees are calculated for these cases, where **solicitors** costs are payable by **us**, these will be on the **standard basis** as defined by the Civil Procedure Rules (CPR) and would be limited to £125 per hour excluding VAT **solicitors** time, and £12.50 excluding VAT for each letter sent out.*

Legal expenses limit of indemnity – the maximum sum payable under the legal expenses section of this policy (which is £50,000) for any claims arising out of any one road accident.

Motor insurer – an insurance company authorised to transact insurance business in the **United Kingdom** by the relevant regulatory body(s), that provides **your motor insurance policy**.

Motor insurance policy – a policy of motor insurance issued by a **motor insurer**, maintained throughout the **period of insurance** on a comprehensive basis that provides cover for **your vehicle** against accidental damage, malicious damage, damage by fire or damage following theft and attempted theft.

Period of insurance – the period **you** are covered for as shown on **your Confirmation of Cover**.

Reasonable prospects – A prospect more than 50% of obtaining the payment of damages or compensation from another party.

Repair guarantee limit of indemnity – the maximum sum payable under the Repair Guarantee section of this policy (which is £2,500) for any claims arising out of any one road accident.

Small claims limit – the limit set by the Ministry of Justice in the Civil Procedure Rules Part 26.6 below which legal proceedings for a claim for damages due to Personal Injury are allocated to the **Small claims track**.

Small claims track – The process and procedures set out in the Civil Procedure Rules Part 27 for dealing with legal claims where the value of the claim is below the **Small claims limit** and the claim is allocated to the **Small claims track** by the court.

Solicitor – the **solicitor**, firm of **solicitors** or other appropriately qualified person, firm or company appointed to act for **you**.

Standard basis – the assessment of costs which are proportionate to **your** claim.

United Kingdom – England, Scotland, Wales, Isle of Man and Northern Ireland.

We, us, our – the insurer is UK General Insurance Limited on behalf of Watford Insurance Company Europe Limited. All sections of the policy are administered by Lawshield UK Limited.

You, your – the policyholder named on the **Confirmation of Cover**, and any other person named as a driver and entitled to drive **your vehicle** under the terms and conditions of **your motor insurance policy** and who holds a full valid **United Kingdom** driving licence and who is a permanent resident of the **UK**.

Your vehicle – the **vehicle** detailed in the **Confirmation of Cover** that is principally used in the **United Kingdom**. **Your vehicle** must not be:

- › any commercial **vehicle** over 3.5 tonne; or
- › any imported **vehicle** unless manufactured as right hand drive and purchased from an authorised **United Kingdom** distributor
- › a non Volkswagen Group manufactured vehicle.

SECTION 1 – Incident management

WHAT IS COVERED

If **you** are involved in an accident that damages **your vehicle**, or **your vehicle** is damaged as a result of malicious damage, fire, theft or attempted theft follow the instructions in the 'What to do if **you** have an accident' section of this document to report **your** incident to **us**. **You** can report **your** claim 24 hours a day, seven days a week.

You will be connected to a claims manager who will assist **you** throughout the process.

They will:

- › advise and assist **you** in getting **your vehicle** recovered from the incident scene
- › liaise with **your motor insurer** and any third parties involved in the incident and handle any motor claim that **you** need to make to **your motor insurer** on **your** behalf
- › arrange for repairs to **your vehicle** to take place in a **ŠKODA Insurance approved repairer**, by ŠKODA trained technicians who will only use **ŠKODA approved OEM parts and paints**

- › subject to availability make sure that the **ŠKODA Insurance approved repairer** provides **you** with access to a **courtesy car** for the duration of **your** repair
- › ensure **your vehicle** is delivered back to **you** fully cleaned and valeted
- › recover any uninsured losses **you** suffer from an at fault third party.

Additionally, if **you** were not at fault and there is a traceable third party **motor insurer** for the other vehicle(s) involved in the accident, **we** may at **our** discretion pay for and supply **you** with a **hire car** more suitable for **your** needs.

By contacting **us** **you** are authorising **us** to act on **your** behalf when contacting **your motor insurer** and any third parties and third party motor insurers.

You will be provided with access to **our** online repair tracker where **you** can track the status of **your vehicle**'s repair.

Alternatively **your** claims manager will provide **you** with contact details so **you** can check on the progress of **your** claim anytime.



SECTION 2 – Repair guarantee

WHAT IS COVERED

Following any damage caused to **your vehicle** due to an accident, malicious damage, fire, theft or attempted theft **we** will ensure **your vehicle** is repaired at a **ŠKODA Insurance approved repairer**, by ŠKODA trained technicians who will only use **ŠKODA approved OEM parts and paints**.

We will pay any repair costs not covered by **your motor insurance policy** incurred because **you** have chosen to have **your vehicle** repaired in a **ŠKODA Insurance approved repairer** using **ŠKODA approved OEM Parts and paints**.

The most **we** will pay for all claims arising from any one event is the **Repair guarantee limit of indemnity**.



SECTION 3 – Legal expenses

WHAT IS COVERED

We will pay the **legal costs and expenses** for legal proceedings started on **your** behalf as a result of any road accident which results in the following:

- › loss or damage to **your vehicle**
- › loss or damage to any personal property owned by **you** whilst the property is in/on or attached to **your vehicle** or
- › the death of or injury to **you** whilst in or getting into or out of **your vehicle**
- › The maximum sum payable under the legal expenses section of this policy is £50,000.

Specific conditions relating to Section 3 – Legal expenses

These conditions relate to the legal expenses section of cover only.

We will provide this cover as long as:

- › the road accident happened within the **geographical limits**
- › the claim will be decided by a court within the **geographical limits** or
- › there are **reasonable prospects** of recovering sustained losses from an identifiable party.

If **you** are awarded costs, **you** must use these to repay the amount **we** have paid out on **your** behalf in connection with the proceedings.

We will pay all **legal costs and expenses** (up to the **legal expenses limit of indemnity**) when **you** receive no costs or compensation. If the **legal costs and expenses** are greater than the amount **you** are awarded for those costs and expenses, **we** will pay the extra amount (up to the **legal expenses limit of indemnity**). The most **we** will pay for all claims arising from any one event is the **legal expenses limit of indemnity**.

› Your representation

We can take over, and carry out in **your** name, action to take or defend any claims. **We** will have complete control over how legal proceedings are carried out. Pre-issue of legal proceedings, a **solicitor** from **our** panel will be appointed. **We** will appoint **solicitors** to act on **your** behalf to prosecute, defend or settle any claim accepted under the terms of this policy.

Should legal proceedings need to be issued, **you** do not have to accept the **solicitor we** have chosen. If **you** cannot agree a suitable **solicitor** with **us**, **you** can refer **your** choice of **solicitor** to arbitration in line with the conditions of this policy. **You** must let **us** know in writing about the full name and address of a **solicitor** who **you** want to act for **you**. If there is a dispute about the choice of **solicitor**, **we** will choose one whilst arbitration takes place. If **we** are insuring two or more people for one claim, **you** may choose **solicitors** and send their name and address to **us** before **we** agree to pay any **legal costs and expenses**.

In choosing **your solicitor**, **you** must try and keep the cost of any legal proceedings as low as possible. Before **we** accept **your** choice of a **solicitor**, or if **you** fail to choose a **solicitor**, **we** will be entitled to instruct a **solicitor** on **your** behalf.

- › **You** must give **us** any information and evidence **we** need (**you** will have to pay any costs involved in this). **You** must not do anything to affect **your** case.
- › **We** will, with **your** prior consent, make **our** own investigation into the case, and may, subject to **your** final approval (such prior consent or final approval not to be unreasonably withheld), attempt to reach a settlement.
- › Where the uninsured loss does not exceed the current level of the Small Claims Court and is not in respect of a claim for damages for personal injury **we** may investigate the circumstances of the claim and attempt to obtain settlement with **your** prior consent (such prior consent not to be unreasonably withheld). **We** shall not be liable to provide representation on **your** behalf at any court proceedings where the amount involved in respect of the uninsured loss does not exceed the current level of the Small Claims Court
- › **We** reserve the right to provide representation in the Small Claims Court if **we** consider that it is appropriate in all the circumstances of the case for there to be such representation.
- › **We** shall have direct access to the **solicitor** at all times and **you** shall co-operate fully with **us** in all respects and shall keep **us** fully and continually informed of all material developments in the legal representation of proceedings.
- › At **our** request **you** shall instruct the **solicitor** to produce to **us** any documents, information or advice in their possession and further shall give them such other instructions in relation to the conduct of their claim as **we** may require.
- › **Our** written consent must be obtained prior to the:
 - instruction of Counsel to appear before a Court (or tribunal) before which a **solicitor** has a right of audience
 - instruction of Queen's Counsel
 - incurring of unusual experts fees or unusual disbursementsor
- making of an appeal.

SECTION 3 – Legal expenses – continued

- › **Legal costs and expenses** payable are to be in no way affected by any agreement undertaking or promise made or given by **you** to the **solicitor**, witness expert or any **claims adjuster**.
- › **You** must co-operate fully with **us**, **claims adjuster** or **solicitor**.
- › **You** or the **solicitor** shall inform **us** immediately in writing of any offer pursuant to Part 36 of the Civil Procedure Rules made with a view to settling the claim and no agreement is to be made to settle on the basis of both sides paying their own costs without **our** prior approval.
- › If any offer pursuant to Part 36 of the Civil Procedure Rules is not accepted by **you** against **our** advice, but the amount thereof is equal to or in **excess** of the total damage eventually recovered, **we** shall have no liability in respect of any further **legal costs and expenses** or opponent's civil costs.
- › At **our** request **you** will require the **solicitor** to have the **legal costs and expenses** taxed, assessed or audited by the relevant authority.
- › If for any reason the **solicitor** refuses to continue to act for **you** or if **you** withdraw **your** claim from the **solicitor**, **our** liability will cease forthwith unless **we** agree to the appointment of an alternative **solicitor** to continue with the claim pursuant to the procedure contained in terms and conditions of this policy, but **we** shall have no liability to meet the additional **legal costs and expenses** arising solely as a result of the appointment of a new **solicitor**.

› Disputes relating specifically to legal representation

A dispute between **you** and **us** may arise, which may be referred to an arbitrator, who shall be either a **solicitor** or a barrister who **you** and **we** agree on in writing. If an arbitrator cannot be agreed, then an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against **you**, they are not covered under this policy. This arbitration condition does not affect **your** rights to take separate legal action.

If a disputed claim is not referred to arbitration within 12 months of **your** claim being turned down, **we** will treat the claim as abandoned.

Specific exclusions relating to Section 3 – Legal expenses

These exclusions relate to the legal expenses section of cover only.

We will not pay **legal costs and expenses** for legal proceedings in the following circumstances:

- › if the estimated value of any damages for the injury **you** have suffered does not exceed the **Small claims limit**
- › if **we** consider that **you** will not get a reasonable settlement or if any expected settlement is small compared to the time and expense involved
- › if **we** have not agreed in writing to the **legal costs and expenses**
- › claims which related to fines and penalties awarded against **you** by a criminal court
- › if **you** withdraw from legal proceedings without **our** agreement
- › **legal costs and expenses** where predictable costs have already been recovered by the **solicitor**
- › where **Your** claim does not have **reasonable prospects** of success.
- › For claims which arise from a criminal act or omission
- › For applications for judicial review or in respect of the Human Rights Act or proceedings forming part of a group or multi-party action
- › Any claims which did not occur during the **Period of insurance**.
- › Where **You** without a good reason instruct the **solicitor** instructed to act on **Your** behalf to cease acting on **Your** behalf or representing **You**
- › Any claim relating to an accident caused by faults in the **vehicle** or faulty, incomplete or incorrect service maintenance or repair of the **vehicle**.
- › **We** will not pay for travel expenses or compensation for being off work.

GENERAL CONDITIONS

THESE CONDITIONS APPLY TO ALL PARTS OF THE POLICY.

- › In order to benefit from the services and insurance cover provided by **your** Insurance policy **you** must have a valid **motor insurance policy** in force on the **date of loss**. **You** must be entitled to drive or use **your vehicle** in accordance with the provisions of **your motor insurance policy** and hold a full valid **United Kingdom** driving licence on the **date of loss**. **Your motor insurance policy** must be on a comprehensive basis and provide cover for the damage or loss that has occurred to **your vehicle** including but not limited to accidental or malicious damage and damage by fire and theft. **Your motor insurance policy** must also provide cover for the cause and circumstances that gave rise to the damage or loss. **You** must ensure that **We** receive a claim form for any claim under this policy not later than 180 days after the event giving rise to **Your** claim.
- › By contacting **us** to manage **your** incident **you** are giving **us** the authority to act on **your** behalf when contacting **your motor insurer**.
- › After **you** submit a claim to **us**, **we** can take proceedings in **your** name (at **our** own expense and for **our** own benefit) to recover from anyone else, any payment **we** have made to **you** or on **your** behalf under this insurance.
- › **You** must inform **us** of any incident as soon as reasonably possible after the **date of loss**.
- › Unless some other law is agreed in writing, this policy is governed by English law.
- › If the **ŠKODA approved OEM parts and paints** required to repair **your vehicle** are no longer manufactured and available, the **ŠKODA Insurance approved repairer** will use suitable alternative non **ŠKODA approved OEM parts and paints** when repairing **your vehicle**.

THESE EXCLUSIONS APPLY TO ALL PARTS OF THE POLICY.

This policy does not cover the following:

- › any costs of repair if **you** choose to have the repair of **your vehicle** undertaken outside of the **ŠKODA Insurance approved repairer** network.
- › any costs if **your vehicle** repair has been started before **you** notify **your** claim to **us** or before **we** have confirmed that **your vehicle** repairs can begin.
- › claims arising from any deliberate, criminal act or omission by **you**;
- › any claim where the loss or damage, or the cause of the loss or damage is excluded by **your motor insurance policy**;
- › incidents involving **your vehicle**, where **you** were not in possession of a full valid **United Kingdom** driving licence or **your vehicle** was not covered by a valid MOT test certificate where appropriate or was not in a road-worthy condition;
- › any claim for damage caused when **your vehicle** is being used or driven by **you** or on **your** behalf for any type of competition or rallies, racing, any type of track day, off road speed testing, pacemaking, or reliability trials, hire and reward including but not limited to taxi, courier services and private hire; or as an emergency vehicle;
- › any claim where **we** are not informed about the incident as soon as reasonably possible after the **date of loss**;
- › any claim arising from wear and tear, mechanical, electrical, electronic, computer or computer software breakdowns, failures or faults or breakage of **your vehicle**;
- › any claims for damage to the windscreens, windows, sunroofs and bodywork scratched as a direct result of a broken windscreen, window or sunroof of **your vehicle** if there is no other loss or damage;
- › any claim for damage to tyres caused by braking, punctures, cuts or bursts;
- › any claim when the driver of **your vehicle** is intoxicated by alcohol or under the influence of drugs not prescribed by a registered medical practitioner;
- › any **excess you** will have to pay towards any claim made on **your motor insurance policy**;
- › any claim where the damage to **your vehicle** occurs outside of the **geographical limits**.

NOTWITHSTANDING ANY OTHER PROVISION HEREIN, THIS INSURANCE DOES NOT COVER;

- › Anyone that is not a resident of the **United Kingdom** and has not been living permanently in the **United Kingdom** six months prior to the purchase of this policy.
- › Any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:
 - (a) Infectious or contagious disease;
 - (b) any fear or threat of (a) above; or
 - (c) any action taken to minimise or prevent the impact of (a) above.Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.
- › Any loss or damage which occurred prior to the commencement of this insurance.

ANY DIRECT OR INDIRECT CONSEQUENCE OF:

- › Terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- › War, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- › Irradiation or contamination by nuclear material; or

The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or

Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

GENERAL CONDITIONS – continued

DUTY OF CARE

You must take care to prevent any accidental damage, malicious damage or theft and keep **your vehicle** in accordance with the security requirements and maintain it in a good state of repair and condition. **You** must take care to comply with all statutory obligations and regulations imposed by any statutory, regulatory, or government authority.

2. Other Insurance Policies

If there is any other insurance policy covering the same loss, damage or liability **we** will not pay more than **our** rateable share.

3. Subrogation

If a third party is believed to be responsible for any claim, **we** may take over, defend or settle the claim, or take up any claim in **your** name for our **own** benefit. This is known as exercising **our** right of subrogation. **You** must give **us** all the help and information **we** reasonably require for the purpose of exercising this right. **You** will take no action or make any agreements that may weaken or remove **our** rights under this clause without **our** prior written permission. **We** will pay any costs or expenses involved in exercising our right of subrogation.

FRAUD

If **you** or anyone acting for **you** makes a false or fraudulent claim, which includes but is not limited to;

- > making a statement to **us** or anyone acting on our behalf, knowing the statement to be false;
- > sending **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- > making a claim for any loss or damage **you** caused deliberately or
- > Acting dishonestly or exaggerating a claim

We;

- a) are not liable to pay the claim; and
- b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- c) may by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under (c) above, **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim.

We will not return any of the premiums paid.

This information may also be shared with the police and other insurers for fraud prevention purposes.



IMPORTANT INFORMATION ABOUT US AND OUR SERVICES

WHO PROVIDES ENSURANCE?

ŠKODA Financial Services is a trading name of Volkswagen Financial Services (UK) Limited ("VWFS UK"), registered in England and Wales with company number 2835230. Registered office: Brunswick Court, Yeomans Drive, Blakelands, Milton Keynes, MK14 5LR.

Ensurance from ŠKODA Financial Services is sold and administered by Lawshield UK Limited, registered in England and Wales with company number 3360532. Registered office: Lawshield House, 850 Ibis Court, Lakeside Drive, Centre Park, Warrington, Cheshire, WA1 1RL. This insurance is underwritten by UK General Insurance Limited on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

VWFS UK, LawShield UK Limited, UK General Insurance Limited and Watford Insurance Company Europe Limited are not part of the same corporate group.

GETTING IN TOUCH

You can contact us using the following details:

Phone: 0333 043 3782

Email: customerservices@skoda-ensurance.co.uk

Web: www.insurewithskoda.co.uk/contactus

Write to: ŠKODA Ensurance, PO Box 869, Warrington WA4 6LD.

WHAT TO DO IF YOU ARE NOT SATISFIED WITH THE COVER OR SERVICE PROVIDED

Our aim is to get it right, first time, every time. If **we** make a mistake **we** will try and put it right promptly. **We** will always confirm to **you** the receipt of **your** complaint within five working days and do our best to resolve the problem within four weeks. If **we** cannot, **we** will let **you** know when an answer may be expected.

If **you** have a complaint please contact **our** Customer Satisfaction Manager at:

Write to: ŠKODA Ensurance, PO Box 869, Warrington WA4 6LD

Phone: 0333 043 3782

Go on line to: www.insurewithskoda.co.uk/contactus

Email: customerservices@skoda-ensurance.co.uk

If **we** have not completed our investigations into **your** complaint within 8 weeks of receiving **your** complaint or if **you** are not happy with **our** Final Response, **you** may ask the Financial Ombudsman Service (FOS) to look at **your** complaint. If **you** decide to contact them, **you** should do so within 6 months of receiving **our** Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to www.financial-ombudsman.org.uk.

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

Phone: 0800 023 4567

Get in touch on line: <https://www.financial-ombudsman.org.uk/contact-us/complain-online>

Following **our** complaints procedure does not affect **your** legal rights as a consumer. For further information **you** can contact the Citizens Advice Bureau or Trading Standards.

WHO WE ARE REGULATED BY?

VWFS UK is authorised and regulated by the Financial Conduct Authority, registration number 311988. Lawshield UK Limited is authorised and regulated by the Financial Conduct Authority, registration number 306793. This can be checked on the Financial Services Register at www.fca.org.uk/firms/financial-services-register.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check **our** details on the Financial Services Register <https://register.fca.org.uk/>.

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>.

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the **United Kingdom** under FCA reference 714197. **You** can check this by visiting the Financial Services Register on the FCA website at <https://register.fca.org.uk>.

Details about the extent of its regulation by the Financial Conduct Authority are available on request.

Lawshield UK Limited is permitted to arrange and offer for sale general insurance.

You will not receive advice or a recommendation from us to help **you** decide if **you** want to activate **your** free Ensurance policy.

We have provided information about Ensurance and the cover it provides. **You** will then need to make **your** own choice about how to proceed.

You will not have to pay a fee for our services.

IMPORTANT INFORMATION ABOUT US AND OUR SERVICES – continued

HOW TO CANCEL YOUR ENSURANCE POLICY?

You may cancel **your** Ensurance policy at any time.

This policy was provided to **you** free of charge so if **you** do choose to cancel **your** policy **you** will not be entitled to any premium refund.

CANCELLATION BY US

We may at any time cancel any insurance policy by giving 14 days' notice in writing, where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) non-payment of premium
- b) threatening and abusive behaviour
- c) failure to provide documents
- d) non-compliance with policy terms and conditions.
- e) a change in **your** circumstances means that **we** can no longer provide cover
- f) where **we** identify **your** involvement in, or association with, insurance fraud or financial crime
- g) where **you** have misrepresented or provided false information to the questions asked **you** when purchased, renewed or amended **your** policy

If **we** cancel **your** policy, **you** will not be entitled to any premium refund as this policy was provided to **you** free of charge.

POLICY LIMITS

All sections of the policy have limits to the amount that **we** will pay under that section. Sometimes there are limits within the section for specific items. Full details are contained within this policy document and on **your** policy schedule.

YOUR PROTECTION UNDER THE FINANCIAL SERVICES COMPENSATION SCHEME

If Watford Insurance Company Europe Limited. cannot meet their obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

USE OF DATA

Ensurance is administered by Lawshield UK Limited ("Lawshield") on behalf of Volkswagen Financial Services (UK) Limited ("VWFS"). Lawshield will use **your** information and share it with VWFS and our franchised retailers for the following reasons:

- › To provide **you** with the product and notify **you** about the features and operation of the product and/or service and/or important changes or developments to the product and service
 - › manage **your** account, including responding to **your** enquiries and complaints
 - › comply with audits
 - › carry out risk management
 - › carry out customer modelling, statistical and trend analysis, with the aim of developing and improving products and services
 - › manage claims and car repairs under **your** Ensurance policy
- VWFS may share **your** information with other Volkswagen Group companies for audit purposes, risk management and to carry out customer modelling, statistical and trend analysis, with the aim of developing and improving products and services, to notify **you** of the Ensurance policy features and to comply with legal requirements. We will not disclose **your** information to anyone else except:
- › where the law says we may or must do so
 - › to companies that provide services to VWFS and/or Lawshield to perform activities relating to **your** contract and/or to protect our rights and/or property

If **your** personal information is stored outside of the UK, we will require **your** personal information to be protected to UK standards.

Further information on how **your** information is used, how we maintain the security of **your** information, **your** right to access information we hold on **you** and details of relevant third party and Volkswagen Group companies for data sharing purposes is in our Privacy Policy which is available:

- › at our website: www.insurewithskoda.co.uk
- › by contacting us at DPO@vwfs.co.uk

IMPORTANT INFORMATION ABOUT US AND OUR SERVICES – continued

UK GENERAL INSURANCE LTD PRIVACY NOTICE

UK GENERAL INSURANCE LIMITED

We are UK General Insurance Limited, our data controller registration number, issued by the Information Commissioner's Officer, is **Z7739575**.

This information is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy.

We are dedicated to being transparent about what **we** do with the information that **we** collect about **you** and **we** process **your** personal data in accordance with the relevant data protection legislation.

WHY DO WE PROCESS YOUR DATA?

The provision of **your** personal data is necessary for **us** to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

WHAT INFORMATION DO WE COLLECT ABOUT YOU?

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance policy and fulfil **our** contract of insurance.

For specific types of insurance policies, for example when offering **you** a travel insurance policy, **we** may process some special categories of **your** personal data, such as information about **your** health.

We collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

We also process special categories of **your** personal data as it is in the substantial public interest and it is necessary: i) for administering **your** insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

PRIVACY NOTICE

You can get more information about this by viewing **our** full Privacy Notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing us at dataprotection@ukgeneral.co.uk. Alternatively, **you** can write to **us** at: Data Protection, UK General Insurance Limited, 3 Carrwood Park, Selby Road, Swillington Common, Leeds LS15 4LG.

WATFORD INSURANCE COMPANY EUROPE LIMITED INFORMATION NOTICE

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at <https://www.watfordre.com/privacy-policy/>

