

Dynamo Cover

GAP Insurance



Retail Price Protection GAP Insurance

Introduction

Firstly; We'd like to thank you for purchasing this policy – This policy is provided by Dynamo Cover Limited. Dynamo Cover Limited are an insurance brokerage who provide of a number of insurance products including this Guaranteed Asset Protection Policy. The policy is underwritten by Financial & Legal Insurance Company Limited.

Who do I need to call?

Should **you** have a policy query or need to change something with your policy, please contact **administrator** on **0330 22 32 897**

We hope **you** have been pleased with our service so far and hope that **we**'ll continue to impress **you** for years to come.



Alex Mills
Managing Director

Section 1: Your Contract of Insurance

Welcome to **your** Dynamo GAP Insurance Policy Document.

This insurance was arranged by Dynamo Cover Limited who is also the policy administrator and the policy is underwritten by Financial & Legal Insurance Company Limited.

Dynamo Cover Limited is authorised and regulated by the Financial Conduct Authority, Firm Reference No. 781314

Financial & Legal Insurance Company Limited, The **insurer** is authorised by the Prudential Regulation Authority and regulated by the Financial Services Authority and the Prudential Regulation Authority, under Firm Reference 202915. As Dynamo Cover Limited acts as agent for the **insurer**, monies paid to (or held by) Dynamo Cover Limited in relation to the insurance contract are treated as having been paid to (or held by) the **insurer**.

Understanding Your Insurance Cover

Please read this **policy** carefully together with the **schedule** and make sure **you** understand and fully comply with all the terms and conditions as a failure to do so might jeopardise the payment of any claim which may arise and may lead to **your** insurance becoming void.

Words in bold type face in this **policy**, other than in the headings, have specific meanings attached to them as set out in section 1 of this document.

Please ensure **you** keep this **policy** and the **schedule** in a safe place so that if **you** should need to **you** can read it again. All insurance documents and all communication with **you** about this policy will be in English.

The Insurance Contract

This **Policy Document**, our **terms of business and your schedule** are **your** insurance documents and together they make up the contract between **you** and **us**. It is important that **you** read this Policy Document carefully along with **your** insurance **schedule** so **you** can be sure of the cover provided and to check that it meets **your** needs.

IMPORTANT

It is important that **you** check **your schedule** to ensure that the information that **you** have provided to **us** is accurate. Please take the time to read the contents of this policy to ensure that **you** understand the cover **we** are providing **you** and that **you** comply with **our** terms and conditions. This policy wording and **your schedule** are important documents; please keep them in a safe place in case **you** need to refer to them for any reason.

IMPORTANT – Relevant Parties

It is important to understand what each party in this agreement provides for you, a brief summary is below but you can contact the **administrator** Dynamo at any time should you have any questions about this, or anything is not clear.

Financial & Legal Insurance Company Limited

This business is the insurer for your product. They are responsible for providing you with this insurance policy, and also responsible for the claims administration and pay out of any benefit received under this policy. Your full terms and conditions with this insurer **are enclosed in this document.**

Dynamo Cover Limited

This business is the broker and administrator for your product. Dynamo provides a platform for you to access and administer your insurance policy as well facilitate the means for you to Purchase, Amend, Renew and Cancel this contract. Your full terms and conditions with Dynamo **are not enclosed in this document.** Dynamo has separate Terms of Business and Pricing Policy which is not detailed in this document. These documents can be found in your online account, emailed to you as well as online by visiting www.dynamocover.com

You can contact Dynamo Cover Limited by:

Telephone: **0330 22 32 897**

Email: sales@dynamocover.com

Online: www.dynamocover.com

Your Insurance Cover

This policy is a contract between you and the Insurer, Financial & Legal Insurance Company Limited 5400 Lakeside, Cheadle Royal Business Park, Cheadle, Stockport SK8 3GQ.

In the event of the **total loss** of the **insured vehicle** after the **start date** and before the **end date** we will pay a **maximum benefit** equal to the difference between **your motor insurance settlement** and the **invoice price** of the **insured vehicle**, or if greater, the amount **you** require to pay **your early settlement amount**.

We will pay the **early settlement amount** to the **finance company** and any balance to **you**.

Basis For This Insurance Cover

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

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

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

Privacy

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

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

We do not disclose any non-public personal information relating to **you** to anyone except as is necessary in order to provide **our** products or services to **you** or otherwise as it is required or permitted by law (e.g., a subpoena, fraud investigation, regulatory reporting etc.).

We restrict access to non-public personal information relating to **you** to **our** employees, **our associates**, **our associates'** employees or others who need to know that information to service **your** account. **We** maintain physical, electronic, and procedural safeguards to protect **your** non-public personal information.

Consumer Insurance (Disclosure and Representations) Act 2012

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

- I. Supply accurate and complete answers to all the questions **We** or the **Administrator** may ask as part of **Your** application for cover under the policy;
- II. To make sure that all information supplied as part of **Your** application for cover is true and correct;
- III. Tell **Us** of any changes to the answers **You** have given as soon as possible.

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

Making a Claim (GAP)

Should **you** need to make a claim, please call **Spectrum Insurance Services Limited** on **0114 321 9877** before accepting any offer from **your motor insurer**. If **you** do accept an offer before contacting **us** any claim settlement made to **you** could be changed to reflect the **market value** of **your insured vehicle** at the time of the **total loss**.

The claims procedure is explained in section 7 of this **policy**.

Cancelling your insurance cover

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

You may cancel **your** insurance cover at any time after 30 days and receive a pro rata refund of the number of complete unexpired days remaining of **your** insurance cover. **You** will not be entitled to a pro-rata refund if a claim or an incident that may give rise to a claim has occurred.

The cancellation procedure is explained in section 9 of this **policy**.

Transferring your insurance cover

You are able to transfer the unexpired portion of **your** insurance cover to a new vehicle if **your motor insurer** provides a replacement vehicle under the terms of **your motor insurance settlement** in the event of a **total loss** or **you** sell **your insured vehicle** and purchase a new vehicle.

You cannot transfer **your** insurance cover if a claim or an incident that may give rise to a claim has occurred.

All transfer requests must be made within 30 days of the date of sale of **your** vehicle.

If **your motor insurer** provides **you** a like for like replacement vehicle under clause 10 (a) there will be no charge to transfer **your** insurance cover to **your** new vehicle.

The process and conditions for transferring is explained in section 10 of this **policy**.

Definitions

The words or expressions detailed below have the following meaning whenever they appear in this policy in **bold**

Administrator: Dynamo Cover Limited, Cardiff House, Cardiff Road, Barry, CF63 2AW, Tel: 0330 22 32 987

Associates: means **our** subsidiary, parent and or associated companies;

Claims Administrator: Claims are administered by Spectrum Insurance Services Limited (SISL), who act on behalf of the **Insurer**. SISL is authorised and regulated by the Financial Conduct Authority; under firm reference number 309230. This information can be checked by visiting the Financial Conduct Authority's website www.register.fca.org.uk. SISL is registered in England; company number 05129413.

Telephone: 0114 321 9877 E-mail; customerservices@spectrumcover.co.uk

Early settlement amount: means the amount required to settle **your finance agreement** at the date of **total loss** excluding any amount carried over from a previous **finance agreement**, any insurance **premiums**, additional interest charges, discounts, incentives and cashbacks, arrears, title discharge fees and any other financed amount not relating specifically to **your insured vehicle**:

End date: means the date **your** insurance cover ends as noted on **your schedule** and reverts to finance cover only;

Data Controller: The **Insurer**, who determines the purposes and means of processing **Your** personal data;

Finance Agreement: means an agreement between **you** and the **finance company** for the purchase of **your insured vehicle**;

Finance Company: means an authorised **finance company** with which **you** have entered into **your finance agreement**;

Invoice Price: means the price paid for the **insured vehicle** including factory fitted options and dealer fitted options up to £2000 but excluding any delivery charges, insurance **premiums**, new vehicle registration fees, road tax, number plates, cherished number plate transfers, warranty costs, fuel, paintwork protection applications, other extras and any amount relating to finance for any other vehicle which may be included in the **invoice price**. **We** exclude all deposit allowances, discounts, rebates, concessions, cashbacks, incentives and contributions;

Insured Vehicle: means only the vehicle as identified in the **schedule**, but not exceeding 10 years of age and have covered less than 100,000 miles, for use on the public highway and designed to carry no more than eight people including the driver or small commercial vehicle of less than 3,500kg gross weight;

Market Value: means the retail value shown in the Glass's Guide publication for a vehicle of similar make, model, age, mileage and condition;

Maximum Benefit: means the claim limit shown on the **schedule**;

Motor Insurance: means a **policy** providing comprehensive **motor insurance** in respect of **your insured vehicle** issued by **your motor insurer** and maintained in **your** name throughout the **period of insurance**;

Motor Insurance Settlement: means the money that **you** receive from **your motor insurer** under **your motor insurance** following a claim for the **total loss** of the **insured vehicle**;

Motor Insurer: means an authorised **motor insurance** company that issued **your factory of motor insurance** to **you**;

Period of Insurance: means the period as shown in the **schedule** from the **start date** up to either the:

- a) **end date** of cover as shown in the **schedule**;
- b) the date on which the **insured vehicle** is repossessed by the **finance company**;
- c) date on which the **insured vehicle** is sold or transferred to a new owner;
- d) **your finance agreement** is terminated, for any reason;
- e) date the **policy** is cancelled in accordance with its terms;
- f) date of claim under the **policy**;
- g) the date of non- payment of **premium by you**; or
- h) the date **you** receive a replacement vehicle from **your motor insurer** and have failed to advise **us** or the date **you** sell **your** vehicle privately and the new owner fails to contact **us**.

This insurance is non-renewable.

Policy: means this document, together with the **schedule**;

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

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

Secondary Schedule: means a second **agreement** between **you** and **your finance company** arranged by the supplying dealer and noted on the first **agreement** and not related to the **insured vehicle**;

Start Date: means the date this insurance cover commences as shown on the **schedule**;

Territorial Limits: means the area in which this insurance cover is effective being UK Mainland and Northern Ireland. The **insured vehicle** is also covered in the European Union, Croatia, Iceland, Norway, Switzerland, Liechtenstein and Andorra for a maximum of 30 days in any 12 months of cover, providing the cover provided by **your motor insurer** is an equivalent level of cover as **you** would have enjoyed in the UK;

Total Loss: means the **total loss** of the **insured vehicle** as a result of fire, theft, accident damage, natural disaster or adverse weather conditions rendering the **insured vehicle** beyond economic repair resulting in a **motor insurance settlement**;

We, us, our: means Financial & Legal Insurance Company Limited.

You, your, insured: means either a:

- a) private individual or a sole trader whose name appears as the **insured** on the **schedule**;
- b) partnership whose name appears as the **insured** on the **schedule**; or
- c) limited company or other legal entity whose name appears as the **insured** on the **schedule**.

Section 2: Eligibility

2.1 You are eligible for this insurance cover if at the date of commencement of the **period of insurance**:

- a) **you** are resident in England, Scotland, Northern Ireland or Wales on the **start date** and remains so throughout the **period of insurance**;
- b) **you** are at least 18 years of age;
- c) **you** have purchased the **insured vehicle** with monies advanced under a **finance agreement** or with **your** own funds;
- d) **you** have paid or agreed to pay the **premium** and agreed to comply with the terms and conditions of this policy;
- e) **you** have **motor insurance** in place for **your insured vehicle**; and
- f) **your** vehicle is not an excluded vehicle, details on which vehicles are excluded can be found in section 5.
- g) **Your** vehicle has a recorded insured value between £5000 and £100,000 as time of purchase

2.2 You are eligible for this insurance cover if **you** are partnership, limited company or other legal entity if:

- a) **you** are permanently situated, and in the case of a limited company, registered in England, Scotland, Northern Ireland, or Wales on the **start date**;
- b) **you** have purchased the **insured vehicle** with monies advanced under a **finance agreement** or with your own funds;
- c) **you** have paid or agreed to pay the **premium** and agreed to comply with the terms and conditions of this policy;
- d) **you** have **motor insurance** in place for **your insured vehicle**; and
- e) **your** vehicle is not an excluded vehicle, details on which vehicles are excluded can be found in section 5.
- f) **Your** vehicle has a recorded insured value between £5000 and £100,000 as time of purchase.

Section 3: What are you covered for?

In the event of the **total loss** of the **insured vehicle** up to the **max value of £75,000** after the **start date** and before the end date **we** will pay a **maximum benefit** equal to the difference between **your motor insurance settlement** and the **invoice price** of the **insured vehicle**, or if greater, the amount **you** require to pay **your early settlement amount**. This payment will be inclusive of the excess deducted by **your motor insurer** up to a limit of £1000 or £500 if **you** are under 23 at the start date.

We will pay the **early settlement amount** to the **finance company** and any balance to **you**.

Full cover lasts for the period shown in **your schedule**. After this period cover will continue for the outstanding finance on **your vehicle** until; the day **you** sell the vehicle, the day **you** terminate **your finance agreement** or after 60 months whichever occurs first. There is no surrender value to this extended period of cover.

Section 4: What are you not covered for?

4.1 You are not covered for the following:

- a) the salvage value of **your insured vehicle** where **you** are not required to transfer ownership of the **insured vehicle** to **your motor insurer**;
- b) the amount **your motor insurance settlement** is reduced because of **your** contributory negligence or due to the condition of the **insured vehicle**;
- c) the **premium** or a part of the **premium** that has not been paid to **us**;
- d) the VAT content of any claim if **you** are VAT registered;
- e) the loss of use of **your insured vehicle** or any indirect losses that arise as a direct consequence of the **total loss**; or
- f) delivery charges, insurance **premiums**, new vehicle registration fees, road tax, number plates, cherished number plate transfers, warranty costs, fuel, paintwork protection applications, other extras and any amount relating to finance for any other vehicle which may be included in the **invoice price**.

4.2 You are not covered if the **total loss**:

- a) is caused when the **insured vehicle** is driven with **your** general consent by someone who does not hold a valid driving licence or is in breach of the conditions of that driving licence;
- b) results from **you** or any other person with **your** general consent driving the **insured vehicle** when intoxicated or under the influence of alcohol or drugs not prescribed by a medical practitioner or drugs prescribed by a medical practitioner where advice against driving has been given;
- c) results from an accident, theft, act of vandalism or flood outside the **territorial limits** where the **insured vehicle** has been driven for more than 30 days in any 12 months of cover;
- d) results from civil commotion, terrorism, riot or insurrection, war or any act incidental to war (whether declared or not);

- e) is covered by any other insurance;
- f) if the **insured vehicle** is owned by a garage, vehicle trader or any other associated vehicle trade company;
- g) is caused by or arises from an intentional act or **your** willful neglect;
- h) directly or indirectly caused by or contributed to or arising from ionizing radiation contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- i) for any **insured vehicle** not mentioned in Glass's Guide;
- j) arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, terrorism, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

4.3 The benefit will not be paid if:

- a) **you** do not have **motor insurance** in place from the **start date** until the date of **total loss**;
- b) **your motor insurance** claim is declined, and **you** have not received a **motor insurance settlement**.

4.4 Cyber Loss Absolute Exclusion Clause

1. Notwithstanding any provision to the contrary within this contract, this contract excludes any Cyber Loss.
2. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by;
 - 2.1. the use or operation of any Computer System or Computer Network;
 - 2.2. the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
 - 2.3. access to, processing, transmission, storage or use of any Data;
 - 2.4. inability to access, process, transmit, store or use any Data;
 - 2.5. any threat of or any hoax relating to 2.1 to 2.4 above;
 - 2.6. any error or omission or accident in respect of any Computer System, Computer Network or Data.
3. Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
4. Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
5. Data means information used, accessed, processed, transmitted or stored by a Computer system.

Section 5: What are you not covered for?

5.1 The following vehicles are excluded:

- a) scooters, motorcycles, touring caravans, mobile homes, non- UK specification vehicles or those not built for principal sale in the UK, grey imports, kit cars and replica cars;
- b) buses, coaches, commercial vehicles of more than 3500 kg, trucks, heavy goods vehicles or any vehicles not listed in the Glass's Guide publication;
- c) those modified other than in accordance with the manufacturer's specifications; or
- d) any vehicle that has a purchase price over £75,000.

5.2 The following vehicles are excluded:

- a) emergency, military, delivery, invalid carrier or driving instruction;
- b) road racing, rallying, pace-making, speed testing or any other competitive event;
- c) those stolen by any person having access to the keys of the **insured vehicle**.

Section 6: Invalid Cover

If **we** pay any benefit as a direct or indirect result of **your** fraud, recklessness or negligence then all payments shall be forfeited and **we** reserve the right to demand that any sum paid by **us** is repaid by **you** and/or take the appropriate legal action against **you**.

Your insurance cover may be voidable if **you** or anyone acting for **you** fails to disclose or misrepresents any material fact. **We** may void this insurance cover in its entirety from the date of loss or alleged loss if:

- a. a claim made by **you** or anyone acting on **your** behalf to obtain any benefit is fraudulent or intentionally exaggerated; or
- b. **you** or anyone acting on **your** behalf makes a false declaration or statement in support of a claim under this insurance cover.

Section 7: Claims Procedure

If **you** wish to make a claim under this insurance cover, please contact the **administrator** on 0114 321 9877. All claims must be notified as soon as is reasonably possible and in any event within 30 days of any **total loss**.

The **administrator** will send **you** a claim form for **you** to complete and return. **You** must take all reasonable steps to safeguard the **insured vehicle** in the event of any damage occurring to it.

In the case of malicious damage and theft **you** must report the incident to the Police within 24 hours and advise the **administrator** of the crime reference number.

Do not accept a settlement offer from **your motor insurer** without first contacting the **administrator**.

If **you** accept a settlement figure from **your motor insurer** which is less than the **market value** of **your insured vehicle**, **we** will instruct the **administrator** to calculate the benefit using the **market value** of the **insured vehicle** according to the retail value shown in the Glass's Guide publication.

The **administrator** will be unable to process **your** claim if **you** do not provide:

- a. a copy of **your motor insurance schedule**; and
- b. **your motor insurer's** written confirmation that the **motor insurance settlement** has been paid following **your** claim for **total loss** and the terms on which the **motor insurance**
- c. **your** original invoice relating to the **insured vehicle**; and
- d. a copy of **your finance agreement**, written confirmation from **your finance company** of the early settlement amount and the terms on which it has been calculated; and
- e. a valid crime reference in the case of malicious damage or theft.

The **administrator** may request **you** to provide additional information which may be reasonably required by them to assess the validity of **your** claim for benefit. If the administrator does not receive such proof, **we** will instruct the **administrator** not to pay the benefit.

Section 8: General Terms & Conditions

This **policy** and the **schedule** together with any written statement or other information made or supplied by **you** relating to **your** insurance cover shall constitute the entire contract between **us**. The provisions of the contract are, where their nature permits, conditions precedent to **our** liability. A word or expression to which a specific meaning has been attached will keep the same meaning wherever it appears unless specifically stated otherwise. A particular word or phrase which is not defined will have its ordinary meaning.

Your insurance cover has no cash or surrender value.

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

We may at **our** own expense take such proceedings in **your** name as **we** may think fit to enforce any rights and remedies against or obtain relief or indemnity from other parties to which **we** shall be or may become entitled or subrogated under this **policy**.

It is a condition precedent to **our** liability that **you** have complied with the terms and conditions of this **policy**.

If at the time of the **total loss** **you** have other insurance covering such loss, **we** will not be liable for more than **our** rateable proportion.

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

If any dispute between **you** and **us** arises from this policy, **you** can make a complaint to **us** as described in section 11 of this policy and **we** will try to resolve the matter.

If **we** are unable to satisfy **your** concerns **you** can ask the Financial Ombudsman Service to arbitrate over the complaint.

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

If the **insurer** or **you** fail to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver of such right, nor will it bar the exercise or enforcement of, such rights at any subsequent time. Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999. This Condition does not affect any right or remedy, of any person, which exists or is available otherwise than pursuant to that Act.

Section 9: Cancellations & Refunds

You have the right to cancel this insurance without liability for the premium within 30 days of the date upon which **you** receive the certificate of insurance provided **you** have not made a claim. Notice of cancellation must be received by us within 30 days. If notice of cancellation is not given within the 30 day period then **you** will be responsible for payment of the premium. If **you** give due notice of cancellation, cover under this insurance will cease from the date of delivery or posting of the notice of cancellation. **We** may cancel this insurance if in **our** opinion **you** have at any time:

- a) given **us** false or incomplete information
- b) agreed to help anyone try to take money from **Us** dishonestly, or
- c) failed to meet the terms and conditions of this insurance or
- d) failed to act honestly towards **us**.

We can cancel this insurance at any time by giving **you** at least 14 days' written notice at **your** last known address. **You** can cancel this insurance at any time but your policy will not be cancelled until you have settled any outstanding balances with the **administrator**.

Section 10: Transfer

You are able to transfer the unexpired portion of **your** insurance cover to a new vehicle if either:

- a) **your motor insurer** provides a replacement vehicle under the terms of **your motor insurance** in the event of a **total loss**; or
- b) If **you** sell **your insured vehicle**, **you** may transfer the remaining cover to the eligible replacement vehicle, subject to our agreement.

You cannot transfer **your** insurance cover if a claim or an incident that may give rise to a claim has occurred. The **administrator** will charge **you** a fee of £35 including IPT to transfer **your** insurance cover.

All transfer requests must be made within 30 days of the date of sale of **your** vehicle.

If **your motor insurer** provides **you** a like for like replacement vehicle under clause 10 (a) there will be no charge to transfer **your** insurance cover to **your** new vehicle.

Section 11: Complaints Procedure

We always aim to provide a first class standard of service. However, if **you** are dissatisfied **you** should in the first instance address **your** enquiry to the **administrator** quoting **your policy** number. Telephone: **0330 22 32 897** or visit www.dynamocover.com/support

If **you** have a complaint relating to a claim please contact the Claims Administrator, quoting **your** policy number.

The **administrator** will acknowledge **your** complaint promptly and it will do its best to resolve the matter within 8 weeks. The Complaints Handling process will be sent to **you** on request,

Following **our** complaint findings or if **we** have not replied to **you** after 8 weeks. **You** can contact the Insurance Division of the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

You can also contact the Financial Ombudsman Service on 0800 032 8000 . Website: www.financial-ombudsman.org.uk(Using this service does not affect **your** right to take legal action but this must be done after **our** investigation work.)

Section 12: Data Protection

We are the **Data Controller** for the data **you** provide to **us**. **We** need to use **your** data in order to arrange **your** insurance and associated products.

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

Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. **We** may obtain information about **you** from credit reference agencies, fraud prevention agencies and others to check **your** credit status and identity.

The agencies will record **our** enquiries, which may be seen by other companies who make their own credit enquiries. If **You** provide false or inaccurate information and **we** suspect fraud, **we** will record this.

We and other organisations may use these records to:

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

We process all data in the UK but where **we** need to disclose data to parties outside the European Economic Area (EEA), **we** will take reasonable steps to ensure the privacy of **your** data. In order to protect **our** legal position, **we** will retain **your** data for a minimum of seven (7) years. **We** have a Data Protection regime in place to oversee the effective and secure processing of **your** data. Under GDPR legislation, **you** can ask **us** for a copy of the data **we** hold, have it corrected, sent to a third party or deleted (subject to **our** need to hold data for legal reasons).

We will not make **your** personal details available to any companies to use for their own marketing purposes. If **you** wish to complain about how **we** have handled **your** data, **you** can contact **us** and **we** will investigate the matter. If **you** are not satisfied with **our** response or believe **we** are processing **your** data incorrectly

You can complain to the Information Commissioner’s Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.

Section 13: Compensation Scheme

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

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