



Your Volkswagen Motor Insurance Cover Booklet



Contents

- Welcome
- What to do if you have an accident
- How to make a claim
- Policy Wording
- Section A – Damage to the vehicle
- Section B – Broken windscreen and window glass
- Section C – Fire and theft
- How we will settle your claim under sections A or C
- Section D – Medical expenses
- Section E – Personal belongings
- Section F – Personal accident
- Section G – Liabilities to third parties
- Section H – Using the vehicle abroad
- Section I – No Claim Discount
- Section J – Replacement locks
- Section K – Uninsured Drivers
- General Exclusions
- General Conditions
- Data Protection and Your Data Rights
- Important Information

Front cover model is a Polo SEL with optional 17" 'Mirabeau' alloy wheels, Light & Sight pack and Mayan Blue non-metallic signature paint.

Welcome

Welcome to Volkswagen Insurance

Your Volkswagen Motor Insurance cover has been designed to give **you** the peace of mind that in the event of an insured incident **your** Volkswagen will be repaired in a Volkswagen approved repairer, by Volkswagen trained technicians who will use genuine Volkswagen parts and paints.

Please ensure **you** read this Cover Booklet and fully understand the terms and conditions relating to the motor insurance cover provided to **you**.

All the details of how to make a claim, together with any conditions that **you** must comply with, are set out in the following pages.

If **you** have any questions that are not answered within this Cover Booklet, please contact **us**.

Please keep this Cover Booklet and **your** other insurance documents in a safe place.

Certain words in this Cover Booklet have specific meanings which are explained under the Meaning of Words section.

In return for paying or agreeing to pay the premium, **we** will insure **you** under the conditions of this Cover Booklet for any insured event which takes place during the **period of insurance** within the **geographical limits**.

This policy is a contract between **you** and **us**. It is not **our** intention that the Contracts (Rights of Third Parties) Act 1999 gives anyone else either any rights under this policy or the right to enforce any part of it.

Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If **you** require any of these formats please contact **us**.

What to do if you have an accident

- Always stop the **vehicle** if **you** are in an accident involving an injury to any person or certain animals, or if other vehicles or roadside property are damaged
- Ensure that **you** and **your** passengers are safe
- If anyone is injured or the accident is blocking the road, call the emergency services
- If **you** think the **vehicle** is unsafe to drive, call the 24-Hour Claims Helpline and **we** will arrange for the 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
 - The name, address, contact number and insurance details of any driver(s) involved in the accident. **You** must also provide the same details to anyone who has a good reason for asking
 - The name, contact number and address of anyone who witnessed the accident
 - Any other information that **you** have about the accident, such as injuries caused, property damaged or photographic evidence

For Broken Windcreens and Window Glass

Call the 24-Hour Windscreen Claims Helpline on 0333 043 1294.

We will arrange for the glass to be repaired or replaced. Cover is unlimited after taking off any **excess**.

Repairing a windscreen or window instead of replacing it can save **you** paying an **excess**. Ask when calling the Windscreen Claims Helpline.

How to make a claim

Call the 24-Hour Claims Helpline on 0333 043 1294.

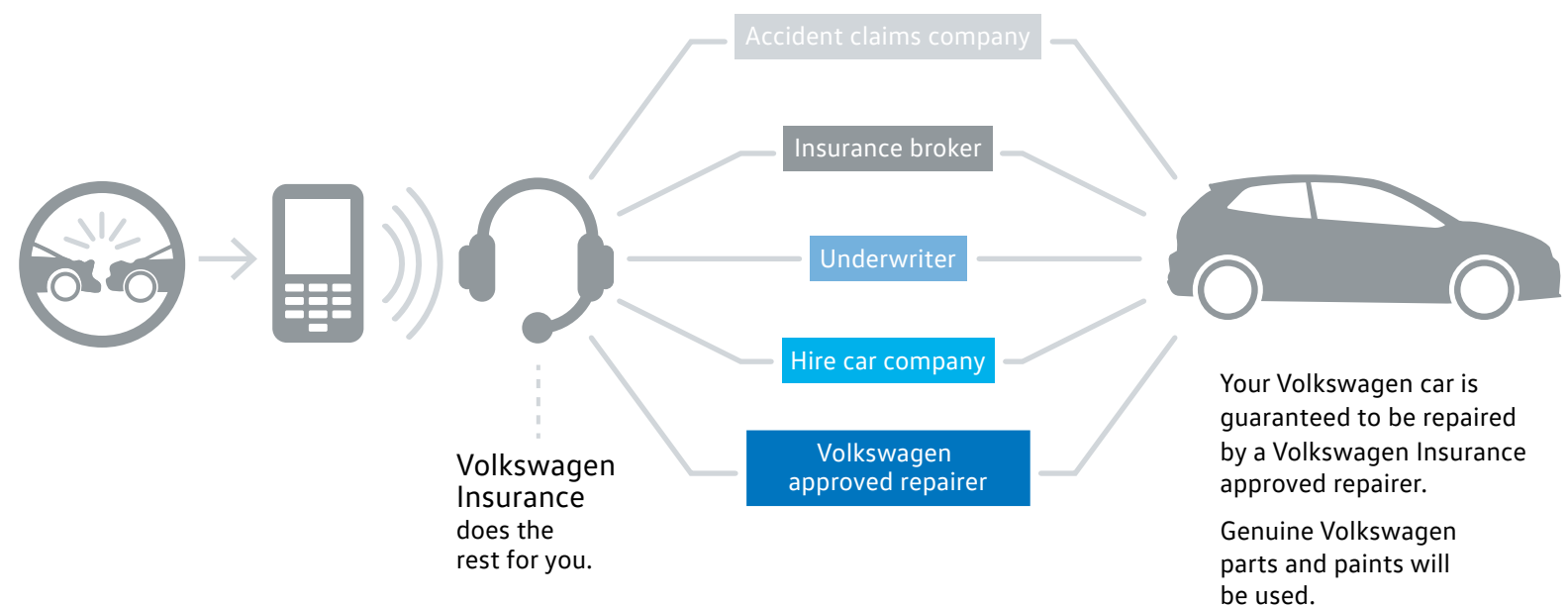
If **you** need to make a claim outside of the UK, please call the 24-Hour European Claims Helpline on +44 (0)1925 422776.

A dedicated Claims Manager will look after **your** entire claim from start to finish, liaising with any third parties and Volkswagen approved repairers.

If required, **your** dedicated Claims Manager will also arrange for the **vehicle** to be recovered.

Don't forget, as a Volkswagen Insurance customer **you** are guaranteed that in the event **your** Volkswagen is damaged in an accident that it will be repaired by Volkswagen trained technicians, in a Volkswagen approved repairer, using genuine Volkswagen parts and paints. For **your** peace of mind labour and genuine parts are covered by a two-year warranty (excluding wear and tear).

Furthermore, while using an approved repairer, **you** will be offered a small **courtesy car** while **yours** is being repaired to keep you on the road.



Policy Wording

Meaning of Words

When the following words and phrases appear in this Cover Booklet, they have the specific meanings given below. These words are highlighted in **bold print**.

Available miles

The distance which the policy allows the **vehicle** to be driven during the **period of insurance**.

Certificate of motor insurance

A document, which is legal evidence of **your** insurance and is required by law and forms part of this contract of insurance. It shows the **vehicle** registration number, who may drive it and what it may be used for. The **certificate of insurance** must be read with this policy document.

Courtesy car

A car loaned to **you** by **our** approved repairer whilst the **vehicle** is being repaired following a valid claim under Section A or Section C of this insurance.

Endorsement

A clause that alters the cover provided by the policy.

European Union

Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein).

Excess

The part of a claim **you** must pay. Sometimes more than one **excess** can apply, in which case **we** will add them together.

Geographical limits

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and while the **vehicle** is being transported between any of these countries.

Hazardous locations

- Power stations
- Nuclear installations or establishments
- Refineries, bulk storage or production premises in the oil, gas or chemical industries
- Ministry of Defence premises
- Military bases
- Rail trackside
- Any other rail property to which the public do not have lawful access

High category hazardous goods

Any substance within the following United Nations Hazards Classes:

- 1: Explosives
- 5.2: Organic peroxides
- 6.1: Toxic substances
- 6.2: Infectious substances
- 7: Radioactive materials

Ignition Keys

Any key, device or code used to secure, gain access to and enable the **vehicle** to be started and driven.

Market value

The value of the **vehicle** at the time of the loss or damage compared with one of the same make, model and specification and conditions.

Period of insurance

The period **you** are covered for as shown on the **schedule**.

Schedule

The latest **schedule we** have issued to **you**. This forms part of the contract of insurance. It gives details of the **period of insurance**, the premium **you** have to pay, the **vehicle** which is insured and details of any **excesses** or **endorsements**.

Statement of fact

This shows the information that **you** gave **us**, including information given on **your** behalf and verbal information **you** gave prior to commencement of the policy.

Telematics product

If **your** policy requires **you** to share data on **your** driving style, the **telematics product** will collect and transmit data and will refer to either; the telematics device supplied and fitted to the **vehicle**, or the telematics app **you** must download to your mobile device and connect to the **vehicle's** Bluetooth.

Terrorism

Terrorism is defined as any act or acts including, but not limited to:

- The use or threat of force and/or violence, and/or
- 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 or occasioned in whole or in part for such purposes.

Top up miles

The option given to you to increase the **available miles** permitted under the policy in any one **period of insurance**.

We, us, our

The insurer specified in the **schedule**, key facts and the **certificate of motor insurance**. All sections of the policy are arranged and administered by Carrot Risk Technologies Limited. This definition does not apply to Section N – Motor Legal Expenses Cover.

You, your

The policyholder named on the **schedule**.

The vehicle

Any motor vehicle that **you** have given **us** details of and for which **we** have issued a **certificate of motor insurance**. The **vehicle's** registration number will be shown on **your** latest **certificate of motor insurance**. Accessories and spare parts are included in the definition of the **vehicle** when they are with the **vehicle** or locked in **your** own garage.

Section A – Damage to the vehicle

What is covered

- **We** will pay for damage to the **vehicle** caused by accidental or malicious damage or vandalism.
- If **we** are paying for damage to the **vehicle** and **you** have a child seat fitted to the **vehicle**, **we** will also cover the cost of replacing the child seat with a new one of the same or similar model and standard.
- **We** will also cover the cost of replacing or repairing the **vehicle's** audio, navigation and entertainment equipment up to the following amounts:
 - unlimited for equipment fitted as standard by the manufacturer; or
 - £500 for any other equipment, provided this equipment is permanently fitted to the **vehicle**

If the **vehicle** is not roadworthy after an accident within the **geographical limits**, which has been reported to **us** and **we** have accepted the claim (not including glass), **we** can arrange to get **you** and **your** passengers from the scene of the accident to **your** home or planned destination. If **you** cannot complete **your** journey **we** will pay for overnight accommodation up to £40 per person for **you** and **your** passengers.

To keep **you** mobile within the **geographical limits**, **we** will offer **you** a minimum of a small **courtesy car** while the **vehicle** is being repaired by a Volkswagen approved repairer.

Subject to availability, the **courtesy car** will be of a make and model from within the Volkswagen Group range (Audi, SEAT, ŠKODA, Volkswagen). Where a Volkswagen Group vehicle is not available, a **courtesy car** of an alternative make will be provided.

Once **we** have decided that the **vehicle** can be economically repaired by a Volkswagen approved repairer and if it cannot be driven, **we** will provide the **courtesy car** on the next working day for as long as the repairs take. If the **vehicle** can still be legally driven (in other words it is roadworthy), **we** will provide a **courtesy car** while the **vehicle** is being repaired by a Volkswagen approved repairer. If the **vehicle** cannot be economically repaired (total loss), **you** may retain the courtesy car for the following periods from the date that the **vehicle** is declared a total loss:

- 14 days if the **vehicle** is less than one year old from the date of its first registration as new
- 4 days if the **vehicle** is more than one year old from the date of its first registration as new

While **you** are in possession of the **courtesy car** (but only for the duration covered by this policy), cover for loss or damage to the **courtesy car** will be provided in accordance with its terms, **endorsements** and conditions, including **excesses** for which **you** will be responsible. **We** will not make a charge for this cover.

Any accidents or losses while **you** are in possession of this **courtesy car** must be reported to **us** as soon as possible, and may affect **your** No Claim Discount.

Driving of the **courtesy car** will be limited solely to those persons named on **your certificate of motor insurance**, and the use of the **courtesy car** will be restricted to the use described on the **certificate of motor insurance**.

You are not required to inform **us** when **you** are supplied with a **courtesy car** from **our approved repairer**.

A **courtesy car** will not be provided where **you** choose not to use a Volkswagen approved repairer.

The supply of a **courtesy car** may be subject to additional terms and conditions.

[Click here](#) for details of how **we** will settle claims.

What is not covered

- Loss of or damage to the **vehicle** caused by fire, or by theft.
- Loss of use of the **vehicle**.
- Wear and tear and any loss or damage which happens gradually.
- Mechanical, electrical, electronic and computer failures or breakdowns or breakages.
- Loss of or damage to the **vehicle** caused by an inappropriate type or grade of fuel being used.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the **geographical limits**.
- Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available.
- Loss of or damage to telephone or other communication equipment.
- The **vehicle** losing value after, or because of, repairs.

- Loss of or damage to the **vehicle** resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.
- Confiscation, requisition or destruction of the **vehicle** by or under the order of any Government or Public or Local Authority.
- Loss or damage caused by pressure waves from aircraft or any flying object.
- Loss of or damage to any radar detection equipment.
- Loss of or damage to any audio, navigation and entertainment equipment unless this equipment is permanently fitted to the **vehicle**.
- Loss of or damage to **ignition keys**, lock or ignition activators, alarm or immobiliser activators (except as insured under Section J of this insurance - Replacement locks).
- Repairs, re-programming or replacement of any component, including locks on the **vehicle**, consequent upon the loss of or damage to the **ignition keys**, lock or ignition activators, alarm or immobiliser activators (except as insured under Section J of this insurance - Replacement locks).
- Any damage to the **vehicle** caused deliberately by **you** or any person driving it with **your** permission.
- Loss of or damage to the **vehicle** caused by a person known to **you** taking the **vehicle** without **your** permission, unless that person is reported to the police for taking the **vehicle** without **your** permission.

Section B – Broken windscreen and window glass

What is covered

- If the windscreen or any window glass in the **vehicle** is broken during the **period of insurance** we will pay the cost of repairing or replacing it. We will also pay for any repair to the bodywork that has been damaged by broken glass from the windscreen or windows.

A claim under this section only will not affect **your** No Claims Discount.

What is not covered

- The **excess** shown on **your schedule** for any claim if the glass is replaced rather than repaired.
- Loss of use of the **vehicle**.
- Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the **geographical limits**.
- Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available.
- Mechanical, electrical, electronic or computer failures or breakdowns or breakages to sun roof and hood mechanisms.
- Repair or replacement of any windscreen or window unless it is made of glass.
- Mechanical items associated with the window mechanisms of the **vehicle** under this section.
- Repair or replacement of sunroofs, glass roofs, panoramic windscreens, lights/ reflectors or folding rear windscreen assemblies under this section.
- Loss or damage caused deliberately by **you** or by any person who is driving the **vehicle** with **your** permission.
- Any amount exceeding £150 (after the deduction of any **Excess** that applies) for any one claim if **you** do not use **our** approved replacement service.

Section C – Fire and theft

What is covered

- We will pay for loss of or damage to the **vehicle** caused by fire, theft or attempted theft.
- If we are paying for damage to the **vehicle** and **you** have a child seat fitted to the **vehicle**, we will also cover the cost of replacing the child seat with a new one of the same or similar model and standard.
- We will also cover the cost of replacing or repairing the **vehicle's** audio, navigation and entertainment equipment up to the following amounts:
 - unlimited if fitted as standard by the manufacturer; or
 - £500 for any other equipment provided this equipment is permanently fitted to the **vehicle**

To keep **you** mobile, within the **geographical limits** only, we will offer **you** a minimum of a small **courtesy car** while the **vehicle** is being repaired by a Volkswagen approved repairer.

Subject to availability, the **courtesy car** will be of a make and model from within the Volkswagen Group range (Audi, SEAT, ŠKODA, Volkswagen). Where a Volkswagen Group vehicle is not available, a **courtesy car** of an alternative make will be provided.

Once we have decided that the **vehicle** can be economically repaired by a Volkswagen approved repairer and if it cannot be driven, we will provide the **courtesy car** on the next working day for as long as the repairs take.

If the **vehicle** can still be legally driven (in other words it is roadworthy), we will provide a **courtesy car** while the **vehicle** is being repaired by a Volkswagen approved repairer.

If the **vehicle** cannot be economically repaired (total loss), **you** may retain the **courtesy car** for the following periods from the date that the **vehicle** is declared a total loss:

- 14 days if the **vehicle** is less than one year old from the date of its first registration as new
- 4 days if the **vehicle** is more than one year old from the date of its first registration as new

While **you** are in possession of the **courtesy car** (but only for the duration covered by this policy), cover for loss or damage to the **courtesy car** will be provided in accordance with its terms, **endorsements** and conditions, including **excesses** for which **you** will be responsible. We will not make a charge for this cover.

Any accidents or losses while **you** are in possession of the **courtesy car** must be reported to **us** as soon as possible, and may affect **your** No Claim Discount.

Driving of the **courtesy car** will be limited solely to those persons named on **your certificate of motor insurance**, and the use of the **courtesy car** will be restricted to the use described on the **certificate of motor insurance**.

You are not required to inform **us** when **you** are supplied with a **courtesy car** from **our approved repairer**.

A **courtesy car** will not be provided where:

- **You** choose not to use a Volkswagen approved repairer.
- The **vehicle** is stolen and not recovered.

The supply of a **courtesy car** may be subject to additional terms and conditions.

[Click here](#) for details of how we will settle claims.

What is not covered

- Loss of or damage to the **vehicle** and/or in-car entertainment, communication and navigation equipment caused by theft or attempted theft, when no-one is in it if:
 - any window, door, boot, roof opening, removable roof panel or hood was left open or unlocked, or
 - the **ignition keys** are left in or on the **vehicle**, or
 - the **vehicle** has been left with the engine running, or
 - the **vehicle** is fitted with a manufacturer's standard security device and the device is not operational or is not in use.
- The **excess** shown in the **schedule**; **you** must pay these amounts for every incident that **you** claim for under this section unless, at the time of a theft, the **vehicle** was kept in a locked garage, in which case no **excess** is payable.
- Loss of use of the **vehicle**.
- Wear and tear and any loss or damage which happens gradually.
- Mechanical, electrical, electronic and computer failures or breakdowns or breakages.

Section C – Fire and theft

- Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the **geographical limits**.
- Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available.
- Loss of or damage to telephone or other communication equipment.
- The **vehicle** losing value after, or because of, repairs.
- Loss of or damage to the **vehicle** resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.
- Loss of or damage to the **vehicle** caused by a person known to **you** taking the **vehicle** without **your** permission, unless that person is reported to the police for taking the **vehicle** without **your** permission.
- Confiscation, requisition or destruction of the **vehicle** by or under the order of any Government or Public or Local Authority.
- Loss from taking the **vehicle** and returning it to its legal owner.
- Loss of or damage to any radar detection equipment.
- Any damage to the **vehicle** caused deliberately by **you** or any person driving it with **your** permission.
- Loss of or damage to any audio, navigation and entertainment equipment unless this equipment is permanently fitted to the **vehicle**.
- Loss of or damage to **ignition keys**, lock or ignition activators, alarm or immobiliser activators (except as insured under Section J of this insurance - Replacement locks).
- Repairs, re-programming or replacement of any component, including locks on the **vehicle**, consequent upon the loss of or damage to the **ignition keys**, lock or ignition activators or alarm or immobiliser activators (except as insured under Section J of this insurance - Replacement locks).

How we will settle your claim under sections A or C

We will choose whether to repair the **vehicle** or pay **you** a cash amount equal to the cost of the loss or damage. If the **vehicle** cannot be driven because of damage that is covered under this policy, **we** will pay for the **vehicle** to be protected and taken to the nearest Volkswagen approved repairer.

If the vehicle is economically repairable

You do not need to get any estimates, as repairs can begin immediately after **we** have authorised them.

The Volkswagen approved repairer will contact **you** to arrange to collect the **vehicle**.

We will also pay the costs of delivering the **vehicle** back to the address shown on **your schedule** or any other address **we** agree with **you** when the damage has been repaired.

If **you** do not want to use a Volkswagen approved repairer, **you** will need to send **us** an estimate for **us** to authorise and **we** may need to inspect the **vehicle**. **We** reserve the right to ask **you** to obtain alternative estimates.

You will have to pay any **excess** direct to the repairer.

If the condition of the **vehicle** is better after the repair than it was just before it was damaged, **we** may ask **you** to pay towards it

If the vehicle is a total loss

Once an engineer has inspected and assessed the **market value** of the **vehicle**, **we** will make **you** an offer of payment.

If there is any outstanding loan on the **vehicle**, **we** may pay the hire purchase or finance company first. If **our** estimate of the **market value** is more than the amount **you** owe the hire purchase or finance company, **we** will pay **you** the balance, providing **your** finance agreement enabled **you** to acquire title to the **vehicle** at the end of its term.

If **our** estimate of the **market value** is less than the amount **you** owe the hire purchase or finance company, **you** may have to pay them the balance. Any payment **we** make for total loss will be after **we** have taken off any applicable **excess** and unpaid premium for this policy.

When **you** accept **our** offer for total loss, the **vehicle** will belong to **us**.

By purchasing this policy **you** agree that **we** can handle **your** claim in this way.

If the **vehicle** is declared a total loss following a valid claim, **we** will pay for any road tax that is still left that **you** are not able to recover from the licensing authorities.

Replacement vehicle

We will not pay more than the **market value** of the **vehicle** unless:

- The loss or damage happens before the **vehicle** is a year old; and
- **You** are its first and only registered keeper; and
- **You** have owned the **vehicle** (or it has been hired to **you** under a hire purchase agreement) since it was first registered as new; and
- The cost of repair is valued at more than 60% of the cost of buying an identical new vehicle at the time of the loss or damage (based on the United Kingdom list price); and
- The **vehicle** was supplied as new within the **geographical limits**.

In these circumstances, if **you** ask **us** to, **we** will replace the **vehicle** (and pay the delivery charges to the address shown on **your schedule** or any other address **we** agree with **you**) with a new vehicle of the same make, model and specification.

We will only do this if:

- **You** have purchased the **vehicle** outright or under a hire purchase or finance agreement where ownership passes to **you** and the hire purchase or finance company agrees.
- The **vehicle** is a United Kingdom specification model bought from one of the manufacturer's authorised retailers in the United Kingdom.
- The model is still available to buy from the manufacturer's authorised retailers in the United Kingdom.

Section D – Medical expenses

What is covered

- If **you** or anyone in the **vehicle** is injured in an accident involving the **vehicle**, **we** will pay up to £200 in medical expenses for each injured person.

What is not covered

- No cover is provided under this section if the policy is held in the name of a corporate organisation, a company or a firm.

Section E – Personal belongings

What is covered

- **We** will cover up to £250 for personal belongings in the **vehicle** that are lost or damaged following an accident, fire or theft involving the **vehicle**. **You** are covered for the cost of the item, less an amount for wear and tear and loss of value.
- **We** will also cover up to £200 for wheelchairs, prams, child's pushchairs and carrycots in the **vehicle** that are lost or damaged following an accident, fire or theft involving the **vehicle**. **You** are covered for the cost of the item, less an amount for wear and tear and loss of value.

A claim can only be made under this section when also making a valid claim which is accepted under Section A or Section C of this insurance.

What is not covered

- Any goods, tools or samples that are carried as part of any trade or business.
- Money, stamps, tickets, documents and securities (such as share or bond certificates).
- Loss of or damage to any radar detection equipment.
- Loss or damage occurring on any policy issued in the name of a corporate organisation, a company or a firm.
- Any jewellery or furs.
- Any theft of property from the **vehicle** if:
 - ignition keys have been left in or on the **vehicle**, or
 - the **vehicle** has not been secured by means of door and boot lock, or
 - any window or any form of sliding or removable roof or hood have been left open or unlocked, or
 - the **vehicle** is fitted with a manufacturer's standard security device and the device is not operational or is not in use.
- Any theft of property from an open-topped or convertible car unless the property was being kept in a locked boot or locked glove compartment.
- Any loss or damage to permanently fitted audio, navigation or telephone equipment (except as covered under Section A or Section C of this insurance).

Section F – Personal accident

What is covered

If **you** or **your** husband, wife domestic or civil partner living at the same address and sharing financial responsibilities are accidentally killed or injured while getting into, travelling in or getting out of the **vehicle**, **we** will pay £10,000 for the following:

- Death,
- Total and permanent loss of sight in one or both eyes,
- Total and permanent loss of use of an arm or a leg.

We will only pay if the cause of the death or injury is an accident involving the **vehicle** and the death or loss happens within 3 months of the accident.

Payment under this section will be limited to a maximum amount of £10,000 per person for any one accident and £20,000 overall in one **period of insurance** regardless of the number of persons injured or the types of injury sustained.

What is not covered

- No cover is provided under this section if the policy is held in the name of a corporate organisation, a company or a firm.
- Death or injury caused by suicide or attempted suicide.
- Death of or loss to any person driving the **vehicle** at the time of the accident who is found to have a higher level of alcohol or drugs in their body than is allowed by law.
- Death of or injury to any person not wearing a seat belt when they have to by law.
- More than £20,000 for any one **period of insurance**.
- More than £10,000 to any one person for any one accident.

If **you** or **your** husband, wife domestic or civil partner living at the same address and sharing financial responsibilities have more than one motor insurance policy with **us**, **we** will only pay under one policy.

Section G – Liabilities to third parties

What is covered

Cover for you

We will cover legal liability for the death of or injury to any person and damage to property caused by or arising out of:

- **You** using the **vehicle**.
- **You** using the **vehicle** to tow any single trailer, trailer-caravan or broken-down vehicle while it is attached to the **vehicle** and if allowed by law, provided it is not being towed for hire or reward.

Cover for other people

We will cover legal liability for the death of or injury to any person and damage to property caused by or arising out of:

- Any person driving the **vehicle** with **your** permission (as long as **your certificate of motor insurance** shows that he or she is allowed to drive the **vehicle**). The person driving must not be excluded from driving the **vehicle** by any **endorsement**, exception or condition.
- Any person using (but not driving) the **vehicle**, with **your** permission, for social, domestic and pleasure purposes.
- Any passenger in, getting into or getting out of the **vehicle**.
- Any person using the **vehicle**, with **your** permission (as long as **your certificate of motor insurance** shows that he or she is allowed to drive the **vehicle**) to tow any single trailer, trailer-caravan or broken-down vehicle while it is attached to the **vehicle** and if allowed by law, provided it is not being towed for hire or reward.

We will also pay:

- Any costs and expenses for which **your** employer or business partner is legally liable as a result of **you** using the **vehicle** for their business.
- Any other costs and expenses for which **we** have given **our** written permission.
- Charges set out in the Road Traffic Acts.

We will pay the fees and disbursements of any legal representative **we** agree to, to defend anyone **we** insure under this section, following any incident which is covered under this section:

- solicitors fees for representing **you** at any fatal accident enquiry, Coroner's, Magistrates, or similar court, and
- the reasonable cost of legal services to defend **you** against a charge of manslaughter or causing death by dangerous or reckless driving.

If anyone who is insured by this section dies while they are involved in legal action **we** will give the same cover as they had to their legal personal representatives.

What is not covered

We shall not be liable:

- If the person claiming is otherwise insured or can claim on another policy.
- For any amount **we** have not agreed to in writing.
- For the death of or bodily injury to any person covered under this section arising out of or in the course of his/her employment except where such liability must be covered under the Road Traffic Acts.
- For the loss of or damage to property owned by or in the **vehicle** of the person who is claiming cover under this section.
- For any loss of or damage to a vehicle, trailer, trailer caravan or broken-down vehicle covered by this policy.
- For any claim for pollution or contamination, unless it is caused by a sudden, identifiable event which was unintended and unexpected and happened at one specific time and place.
- For any amount over £1.2 million, for any one pollution or contamination event while the **vehicle** is carrying any **high category hazardous goods** and/or is being used or driven at any **hazardous locations** other than in areas designated for access or parking by the general public.
- For any amount over £20 million, exclusive of costs and expenses, for any one claim or series of claims arising from one event that causes loss of or damage to property, including any indirect loss or damage.
- For any amount over £5 million for all costs and expenses, for any one claim or series of claims arising from one event that causes loss of or damage to property.
- To secure the release of a motor vehicle, other than the **vehicle** described on **your certificate of motor insurance**, which has been seized by, or on behalf of, any government or public authority.
- For any loss or damage caused deliberately by **you** or by any other person who is driving or using the **vehicle**.

However, **we** will provide the minimum cover needed under compulsory motor insurance legislation.

Section H – Using the vehicle abroad

What is covered

- Legal minimum insurance while the **vehicle** is in any country
- Which is a member of the **European Union**, or
 - Any other country which has agreed to follow Article 8 of the EU directive 2009/103/EC relating to insurance against Civil liability in respect of the use of motor vehicles.

This policy provides the minimum level of cover in respect of liability which is legally insurable in the country concerned. This legal minimum insurance does not include cover for loss of or damage to the **vehicle**.

Full policy cover

In addition to the legal minimum cover shown above, this policy includes the cover shown in **your** Policy **Schedule** within any member country of the **European Union** provided that:

- The use of the **vehicle** abroad is limited to no more than 30 days in total in any one annual **period of insurance**; and
- **You** or any permitted driver are normally resident within the **geographical limits** of this policy.

Insurance is automatically provided on the **vehicle** while it is being transported (including loading and unloading) between ports in countries where **you** have cover, provided the **vehicle** is being transported by rail or a recognised sea route of not more than 65 hours, and

We will pay the reasonable cost of delivery of the **vehicle** to **you** after repairs in the country in which damage was sustained, or to **your** home address if the damage cannot be repaired economically by the intended time of **your** return to the **geographical limits** or if the **vehicle** is stolen and recovered after **your** return to the **geographical limits**, and

We will pay the amount of foreign customs duty for which **you** are liable as a direct result of loss or damage to the **vehicle** preventing its return to the **geographical limits**.

In exceptional circumstances **we** may agree to extend full policy cover outside of the countries, scope and period limitations shown above but **you** must contact **us** to obtain **our** agreement to provide such cover in advance of **your** intended trip abroad.

Any agreement by **us** to extend full policy cover beyond the limits above will be subject to a further additional premium and further policy restrictions may apply.

All the terms and conditions of this policy apply whilst **you** are driving/using the **vehicle** within the **European Union**.

Section I – No Claim Discount

What is covered

As long as no claim is made during the **period of insurance**, **we** will include a discount in **your** renewal premium. The discount **you** will receive will be in accordance with **our** No Claim Discount scale applicable at the time **your** policy is due for renewal. However, **your** entitlement will be affected in the event of a claim or multiple claims being made under this policy.

If **you** do make a claim, the number of No Claim Discount years will be reduced at the next renewal date to the amount shown in the table below:

Existing No Claim Discount	1 Claim	2 Claims	3 Claims or more
1 year	Nil	Nil	Nil
2 years	Nil	Nil	Nil
3 years	1 year	Nil	Nil
4 years	2 years	Nil	Nil
5 years or more	3 years	1 year	Nil

Your No Claim Discount will not be affected in the following circumstances:

- if **we** make a full recovery of all payments made by **us** in connection with the claim, or
- if **you** only claim for a broken windscreen or window glass under Section B of this insurance, or
- if **we** only have to pay for an emergency treatment fee under Section G of this insurance.

If **you** make a claim or if a claim is made against **you** for an event which **you** may not consider to be **your** fault and **we** have to make a payment this will affect **your** No Claim Discount unless **we** can recover our outlay in full from the responsible party.

You cannot transfer **your** No Claim Discount to any other person.

Section J – Replacement locks

What is covered

- If the **ignition keys** of the **vehicle** are lost or stolen, **we** will pay up to £500 towards the cost of replacing:
 - all entry locks that can be opened by the missing item
 - the lock transmitter, entry card and central locking system
 - the ignition and steering lock; as long as **we** are satisfied that any person who may have **your ignition keys** knows the identity or garage address of the **vehicle**
- **We** will also pay the cost of protecting the **vehicle**, transporting it to the nearest repairers when necessary and delivering it after repair to the address shown on **your schedule** or any other address **we** agree with **you**.

What is not covered

- The first £100 of any claim.
- Any claim where the **ignition keys** are either:
 - left in or on the **vehicle** at the time of the loss
 - taken without **your** permission by a person known to **you**
- The cost of replacing alarms or other security devices used in connection with the **vehicle** under this section of the policy.

Section K – Uninsured Drivers

What is covered

If **you** are involved in an accident caused by an uninsured driver, **we** will refund the amount of any **excess you** have paid and **you** will not lose your No Claim Discount.

We must be provided with the:

- vehicle registration and the make/model of the other vehicle, and
- the other vehicle's driver's details.

General Exclusions

These exclusions apply to all parts of the policy.

1. **We** will not cover claims arising directly or indirectly from any of the following:
 - the **vehicle** being driven by, or being in the charge of, someone who is not described in **your certificate of motor insurance** as entitled to drive or who has been excluded by **endorsement**
 - the **vehicle** being driven, with **your** permission, by anyone who **you** know does not hold a valid driving licence or is disqualified from driving
 - the **vehicle** being driven by someone who does not meet all the conditions of their driving licence
 - the **vehicle** being used for a purpose that is not covered in **your certificate of motor insurance**
 - the **vehicle** being used on any race track, racing circuit or prepared course unless **you** have told **us** about this and **we** have agreed to provide cover
 - the **vehicle** being driven by **you** or any person insured to drive, should it be proved to **our** satisfaction that the driver was under the influence of alcohol or drugs at the time of such loss or damage occurring. A conviction under the relevant law (including a conviction for failing to supply a specimen of breath, blood or urine) shall be deemed to be conclusive evidence that the driver at the time of the loss or damage was under the influence of alcohol or drugs

However, this exclusion will not apply while the **vehicle** is with a member of the motor trade for servicing or repair or if the **vehicle** has been stolen or taken away without **your** permission.

2. **We** will not pay for loss, damage, injury or legal liability if it is caused directly or indirectly by the following:
 - ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste arising from burning nuclear fuel
 - the radioactive, toxic, explosive or other dangerous properties

of any explosive nuclear equipment or part of that equipment

- pressure waves caused by aircraft (and other flying objects) travelling at any speed
 - war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power
 - **terrorism**, anything related to **terrorism**, any action taken in controlling, preventing, suppressing or in any way relating to **terrorism**, 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. 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 motor vehicle or motor vehicles driven or used by **you** or any other person, for which cover is provided under this policy, will be:
£5 million in respect of all claims resulting directly or indirectly from one originating cause, or such greater sum as may be in the circumstances required to meet the minimum insurance requirements of Road Traffic Acts.
 - pollution or contamination, other than as required by the law of any country in which **we** have agreed to provide cover under this policy
3. **We** will not pay for death, bodily injury, loss, damage and/or legal liability arising during (unless **you** prove that it was not caused by) or in consequence of earthquakes, riot or civil commotion occurring outside Great Britain, the Isle of Man or the Channel Islands.
 4. **We** will not pay for any liability **you** accept under an agreement or contract unless **you** would have been legally liable anyway.
 5. Any decision or action of a court which is not within the **geographical limits** is not covered by this policy unless the proceedings are brought or judgment is given in a foreign court because the **vehicle** was used in that country and **we** had agreed

to cover it there.

6. **We** will not pay any claims arising directly or indirectly from any vehicle being in a place used for the take-off, landing, parking or movement of aircraft, including the associated service roads, refuelling areas, ground equipment parking areas and the parts of passenger terminals of international airports which come within the customs examination area or any part of airport premises to which the public does not have vehicular access.

However, **we** will provide the minimum cover needed under compulsory motor legislation.

General Conditions

General conditions 1-10 apply to all policies.

If your policy requires you to have a telematics device installed in your vehicle, general conditions 11, 12, 14, 15 and 16 will also apply.

If your policy requires you to download the Volkswagen Insurance Telematics app to your mobile device and pair with the vehicle's Bluetooth, general conditions 13, 14, 15 and 16 will also apply.

1. How to claim

Please phone the 24-Hour Claims Helpline on 0333 043 1294 as soon as possible to report the claim. If **you** need to make a claim outside of the UK, please call the 24-Hour European Claims Helpline on +44 (0) 1925 422776.

You must send **us** any letter, claim, writ or summons as soon as **you** receive it. **You** must also let **us** know straight away if **you** or **your** legal advisers know of any prosecution, inquest or fatal accident inquiry that might be covered under this policy.

We will not pay for further damage to the **vehicle** caused by **you** driving it or attempting to drive it in a damaged condition.

If **your** claim is due to theft, attempted theft, malicious damage or vandalism, **you** must also notify the police and obtain a crime report number.

2. Dealing with claims

You or any other person who claims under this policy must not negotiate, admit fault or make any payment, offer or promise of payment unless **you** have **our** written permission.

In dealing with **your** claim, under the terms of this policy **we** may;

- Defend or settle any claim and choose the solicitor who will act for **you** in any legal action.
- Take any legal action in **your** name or the name of any other person covered by this policy.

We can do any of these in **your** name or in the name of any person claiming under this policy. Anyone who makes a claim under this policy must give **us** any reasonable information **we** ask for.

We have the right to remove the **vehicle** at any time to keep claims costs to a minimum. If the **vehicle** is damaged beyond economical repair **we** will arrange for it to be stored safely at a premises of **our** choice.

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.

3. Right of recovery

If the law of any country says **we** must make a payment that **we** would not otherwise have paid, **you** must repay this amount 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.

4. Other insurance

If there is any other insurance in force which covers the same loss, damage or liability as this policy, **we** will only pay our proportionate share of the claim. This provision will not place any obligation upon **us** to accept any liability under Section G which **we** would otherwise be entitled to exclude under the exclusions to Section G.

5. Reasonable precautions

Anyone covered by this policy must take all reasonable steps they can to protect the **vehicle**, and anything in or attached to it, against loss or damage. This includes making sure that the **vehicle** has all its windows, doors, roof openings or hood closed and locked, and all **ignition keys** are with **you** or the person authorised to use the **vehicle** when no-one is in it. The **vehicle** must be kept in good working order. **We** may examine the **vehicle** at any time.

6. Keeping to the terms of the policy

We will only pay claims if:

- Any person claiming cover has met all the terms of the policy, as far as they apply; and
- The declaration and information given on the proposal or shown in the **statement of fact** is complete and correct as far as **you** know.

7. Fraud

If **you** or anyone acting on **your** behalf have intentionally concealed or misrepresented any information or circumstance that **you** had a responsibility to tell **us** about, or engaged in any fraudulent conduct, or made any false statement relating to this insurance, **we** will:

- void the policy in the event of any fraud which occurred during the application process, which means **we** will treat the policy as if it had never existed; or
- terminate the policy with effect from the date of any fraud which occurred during the **period of insurance**;

and in either case **we** will:

- not return to **you** any premium paid
- not pay any fraudulent claim or a claim which relates to a loss suffered after any fraud
- seek to recover any money from **you** for any claim **we** have already paid which is later established as invalid, including the amount of any costs and expenses **we** have incurred
- Inform the police, other financial services organisations and anti-fraud databases.

8. Law applicable to this policy

The law of England and Wales will apply to this contract unless **we** agree with **you** in writing otherwise. The contractual terms and conditions and other information relating to this contract will be in English Language.

9. Cancelling your policy

Your right to cancel

You have 14 days from when **you** receive **your** policy documents or the purchase date of **your** policy, whichever is later, to telephone, email or write to **us** using the contact details in the [Important Information section](#) if **you** want to cancel **your** policy. This is known as a cooling-off period. If **you** cancel **your** policy and cover has not started, **we** will refund any premium paid. If **you** cancel **your** policy and cover has started as long as **you** have not made a claim and neither **you** nor anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim, **you** will be charged a proportion of **your** premium to reflect the time that **you** were covered under **your** policy. If any claim has been made or anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which may give rise to a claim during the **period of insurance**, **you** must pay the full annual premium and **you** will not be entitled to any refund. If **you** do not cancel **your** policy during the cooling-off period, it will remain in force and **you** will be required to pay the premium for the **period of insurance**.

You may cancel **your** policy any time after the cooling-off period by telephoning, emailing or writing to **us** using the contact details in the [Important Information section](#). As long as **you** have not made a claim and neither **you** nor anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim, **you** will be charged a proportion of **your** premium to reflect the time that **you** were covered under **your** policy. If any claim has been made or anyone who may be entitled to cover under

General Conditions (continued)

this policy is aware of any circumstances having occurred which may give rise to a claim during the **period of insurance**, **you** must pay the full annual premium and **you** will not be entitled to any refund.

Should **you** decide to cancel **your** policy and **you** have a telematics device fitted to the **vehicle**, the data feed from the telematics device will be disabled and **we** will no longer be able to collect information about the way **you** drive.

If **you** would like the telematics device to be removed following the end of **your** policy there will be a removal fee of £50.

Our right to cancel

We have the right to cancel this policy at any time by sending **you** seven days' notice where there is a valid reason for doing so and will set out the reason for cancellation in the notice. Valid reasons include but will not be limited to those listed below;

- Changes to the information detailed on **your** proposal, **statement of fact**, **schedule** or **certificate of motor insurance** which result in the risk of providing cover to **you** no longer being acceptable to **us**.
- Where the circumstances of a new claim, or an incident **we** have become aware of mean that **we** will no longer wish to provide cover.
- Where a fraudulent claim has been submitted **we** suspect fraud on this or any other policy **you** have with **us**.
- Where **you**, a person acting on **your** behalf, or any person covered to drive the **vehicle** uses threatening, intimidating or abusive behaviour or language towards the Insurers staff, suppliers or agents acting on **our** behalf.
- Where any person claiming cover under this policy fails to provide **us** with any reasonable information or documents (such as No Claims Discount) **we** ask for. Notice will be sent to **you** allowing **you** an opportunity to rectify the situation by providing **us** or **your** Insurer with the information or documents.
- Where **you** or anyone acting on **your** behalf failed to take reasonable care to provide **us** with accurate information when **you** took out, renewed or asked for changes to be made to **your** policy.
- Where **we** are unable to collect a premium payment due to insufficient funds in the account **you** have nominated to pay from. Notice will be sent to **you** allowing **you** an opportunity to rectify the situation and confirming that a second attempt to collect the payment will be made.
- Where **we** are unable to collect a premium payment due to

a Direct Debit Instruction being cancelled. Notice will be sent to **you** allowing **you** an opportunity to rectify the situation by paying the full outstanding premium.

- Where **you** fail to comply with any of the applicable **telematics product** conditions 11-16.

As long as **you** have not made a claim and neither **you** nor anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim **you** will be charged a proportion of **your** premium to reflect the time that **you** were covered under **your** policy. If any claim has been made or anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim during the **period of insurance**, **you** must pay the full annual premium and **you** will not be entitled to any refund.

For a 'One Year's Insurance Included' campaign where no premium has been paid to **us** by **you**, any refund in premium mentioned in this section will not be applicable.

10. Changes you must tell us about

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take reasonable care to supply accurate and complete answers to all of the questions **we** ask when **you** buy **your** Volkswagen cover. **You** must tell **us** of any changes to the answers **you** have given as soon as possible. Failure to advise **us** of a change to **your** answers may mean that **your** cover is invalid and that it does not operate in the event of a claim.

You must tell **us** about any changes to the information set out in the **statement of fact**, **certificate of motor insurance** or on **your schedule**. **You** must also tell **us** about the following changes:

- **You** sell the **vehicle**, change the **vehicle** or its registration number, or **you** get another vehicle.
- There is any change in drivers.
- Anyone who drives the **vehicle** receives a motoring conviction (driving licence **endorsement**, fixed penalties or pending prosecutions for any motoring offences).
- Anyone who drives the **vehicle** develops a notifiable medical condition or disability that hasn't been declared to the DVLA or the DVA in Northern Ireland.
- **You** change the purpose the **vehicle** is used for.
- Anyone who drives the **vehicle** changes job, starts a new job, including part-time work, or stops work.

- The **vehicle** is changed from the manufacturer's original specification.

This would include:

- changes to the bodywork
- changes to suspension or brakes
- cosmetic changes such as alloy wheels
- changes affecting performance such as changes to the engine management system or exhaust system
- changes to the audio/entertainment system

Please be aware that this is not a full list of all possible changes. All changes made from the manufacturer's standard specification must be disclosed.

- **You** take the **vehicle** abroad, either for more than 30 days or outside the **European Union**.
- **You** change **your** address or the address where **you** keep the **vehicle** overnight.
- Anyone who drives the **vehicle** passes their driving test or has their driving licence revoked.
- Anyone who drives the **vehicle** receives a non-motoring conviction which is not considered spent.
- The **vehicle** is involved in an accident or fire, or someone steals, damages or tries to break into it.
- Anyone who drives the **vehicle** is involved in any accident or has a vehicle damaged or stolen.
- There is any change to **your** estimated annual mileage.
- Anyone who drives the **vehicle** has had insurance refused, cancelled or had special terms applied.
- There is a change of main user of the **vehicle**.

If **you** are in any doubt please ask.

If the information provided by **you** is not complete and accurate:

- **We** may cancel **your** policy and refuse to pay any claim, or
- **We** may not pay any claim in full, or
- **We** may change the compulsory **excess**, or
- The extent of the cover may be affected.

We will charge an administration fee of £25 for any change to

General Conditions (continued)

your details.

11. Vehicle Sharing and insurance

If **you** receive a contribution as part of a vehicle sharing agreement involving the use of any vehicle insured under this policy for carrying passengers for social or similar purposes, **we** will not consider this to be carriage of passengers for hire or reward provided:

- The **vehicle** is not constructed or adapted to carry more than eight passengers (excluding the driver)
- Passengers are not being carried in the course of a business of carrying passengers
- Total contributions received for the journey concerned do not involved an element of profit

Important

If the **vehicle** is used under a vehicle sharing agreement and there is any doubt as to whether this arrangement is covered by the terms of **your** policy **you** should immediately contact Volkswagen Insurance.

12. Telematics device installation

If the **vehicle** does not have a telematics device already fitted at the commencement date of **your** policy, it is a condition of **your** insurance that a telematics device must be fitted within 14 days of policy inception. During this period **you** will be contacted by **our** installation partner to arrange the installation of **your** telematics device. **You** will be required to make the **vehicle** available at a location and time agreed between **you** and **our** installation partner to enable the installation of the telematics device to take place within this 14 day period. The installation process will take approximately one hour.

If **you** fail to comply with the telematics device installation process, **we** reserve the right upon the 14th day following policy inception to issue **you** with a 7 day notice of policy cancellation. Should **you** again fail to comply with the installation process during this 7 day notice of policy cancellation, **your** policy will be cancelled at the end of this 7 day notice period.

13. Operation of Telematics Device

a) Operation

If during the monitoring of data from the telematics device we suspect that there is any defect in its operation **we** will contact **you** as soon as possible to arrange for the defect to be rectified by an installation partner.

b) Tampering

The telematics device has attack safeguards and tamper controls

and it is a condition of this insurance that **you** will not permit any unauthorised interference with the telematics device by any person.

If during the monitoring of data from the telematics device **we** suspect that there has been unauthorised interference with the telematics device or any interference with the GPS/GSM signal emitted from the telematics device, **you** must allow an installation partner to inspect the telematics device within 7 days.

If you fail to allow an installation partner to inspect the telematics device in the **vehicle** within 14 days of a service request or fail to make or keep an appointment with an installation partner, **we** reserve the right to issue **you** with 7 days' notice of policy cancellation. Should **you** again fail to allow an installation partner to inspect the telematics device during this 7 day notice of policy cancellation, **your** policy will be cancelled at the end of this 7 day notice period.

If a fault is detected and is found not to be the result of unauthorised interference, the telematics device will be repaired or replaced.

However, if on inspection it is found that the telematics device and/or its emitted signal has been subject to unauthorised interference, such interference will be treated as a fraudulent act and cover will be void.

14. Telematics App

a) App download and connecting to the vehicle

It is a condition of **your** insurance that **you** and any permitted drivers must download the **telematics app** to **your** mobile device and connect the app with the **vehicle's** Bluetooth within 24 hours of the commencement date of **your** policy. If **you** do not download and connect the **telematics app** to the **vehicle's** Bluetooth within 24 hours of the commencement date of **your** policy, **we** reserve the right to cancel **your** policy in accordance with General Condition 9.

b) Continued use of the telematics app

All journeys undertaken in the **vehicle** must be recorded by the **telematics app**. **You** and any permitted drivers must ensure that **your telematics app** is connected to the **vehicle's** Bluetooth and that all necessary settings are active to enable the **telematics app** to collect and transmit journey data.

If any journey undertaken in the insured vehicle is not recorded by the **telematics app** an additional **excess** of £500 will apply to any claim under Section A of this policy, as per **your** policy **schedule**.

If **we** believe that journeys are deliberately not being recorded, **we** reserve the right to cancel **your** policy in accordance with General Condition 9.

c) Mobile device compatibility

You and any permitted driver on the policy must have a mobile device with cellular and Bluetooth capability which is compatible with the **telematics app** and capable of being connected to the **vehicle's** Bluetooth. If **your** mobile device is not compatible and **you** are unable to connect and transmit journey data to **us**, **we** reserve the right to cancel **your** policy in accordance with General Condition 9.

15. Driving Style

The **telematics product** collects information about **your** driving style on every journey made in the **vehicle** (the period of time between the moment the ignition is switched on and the subsequent moment the ignition is switched off). **Your** driving style is based on the following factors:

- Smoothness: measures sharp acceleration, braking, deceleration, changes in direction and up and down movement over the course of each journey.
- Speed: measures **your** speed against both the average speed and speed limit for the roads being driven.
- Usage: measures the time of day, journey volume and journey duration. The following factors will have a negative impact on **your** driving style:
 - journeys between 11.00pm and 5.00am
 - more than seven journeys in a 24 hour period
 - journeys of greater than 1 hour duration

16. Policy Renewal

If **your** policy requires **you** to have a **telematics product**, the renewal premium in **your** renewal offer will include a premium discount or increase based on **your** overall driving style during this policy period.

17. Unacceptable Driving Behaviour

You and any permitted driver of the **vehicle** must observe the law at all times. Poor driving behaviour (including the **vehicle** being driven at speeds which exceed the speed limit for the road on which it is being driven) could result in cancellation of **your** policy.

If during any one annual **period of insurance** **you** or any permitted driver of the **vehicle** exceeds the speed limit by 50% or more for the road on which the **vehicle** is being driven, (which under the terms and conditions of the policy is understood to be excessive speeding), **we** will issue **you** with an Excessive Speeding Notice. If **you** have been issued with 2 notices and **you** exceed the speed limit by 50% or more on a further occasion, **we** will issue **you** with 7 day's notice of

General Conditions (continued)

policy cancellation.

Your Driving Style Score is continuously calculated and updated based on every journey undertaken in the **vehicle** by **you** or any permitted driver. It is **your** responsibility to maintain an average Driving Style Score which is positive (greater than zero) within each 3 month period or **your** policy will be cancelled.

During each 3 month period **you** will receive regular updates informing **you** of **your** average Driving Style Score to give **you** the opportunity to improve **your** driving behaviour. At the end of every 3 month period, if **your** Driving Style Score is negative (below zero) **we** will issue **you** with 7 day's notice of policy cancellation.

Data Protection and Your Data Rights

Privacy Notice

For the purposes of this section, we and us and our means Aviva Insurance Limited as the insurer of the product.

Personal Information

We collect and use personal information about you so that we can provide you with a policy that suits your insurance needs. This notice explains the most important aspects of how we use your information but you can get more information about the terms we use and view our full privacy policy at www.aviva.co.uk/privacypolicy or request a copy by writing to us at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston. Leicester LE7 1PD.

The data controller responsible for this personal information is Aviva Insurance Limited as the insurer of the product. Additional controllers include Carrot Risk Technologies Limited, who are responsible for the sale and distribution of the product and any applicable reinsurers.

Personal Information we collect and how we use it

We will use personal information collected from you and obtained from other sources:

- To provide you with insurance: we need this to decide if we can offer insurance to you and if so on what terms and also to administer your policy, handle any claims and manage any renewal,
- To support legitimate interests that we have as a business:
 - We need this to manage arrangements we have with reinsurers, for the detection and prevention of fraud,
 - We also use personal information about you to help us better understand our customers and improve our customer engagement. This includes profiling and customer analytics which allows us to make certain predictions and assumptions about your interests, make correlations about our customers to improve our products and to suggest other products which may be relevant or of interest to customers, which includes marketing products and services to you,
- To meet any applicable legal or regulatory obligations: we need this to meet compliance requirements with our regulators (e.g. Financial Conduct Authority), to comply with law enforcement and manage legal claims, and
- To carry out other activities that are in the public interest: for example we may need to use personal information to carry out anti-money laundering checks.

As well as collecting personal information about you, we may also use personal information about other people, for example family members you wish to insure on a policy. If you are providing information about another person we expect you to ensure that they know you are doing so and are content with their information being provided to us. You might find it helpful to show them this privacy notice and if they have any concerns please contact us in one of the ways described below.

The personal information we collect and use will include name, address and date of birth, financial information and details of your vehicle(s). If a claim is made we will also collect personal information about the claim from you and any relevant third parties. We may also need to ask for details relating to the health or any unspent offences or criminal convictions of you or somebody else covered under your policy. We recognise that information about health and offences or criminal convictions is particularly sensitive information. Where appropriate, we will ask for consent to collect and use this information.

If we need consent to use personal information for a specific reason, we will make this clear to you when you complete an application or submit a claim. If you give us consent to using personal information, you are free to withdraw this at any time by contacting us – refer to the “Contacting us” details below. Please note that if consent to use this information is withdrawn we will not be able to continue to process the information you gave us for this/these purposes(s). This would not affect our use of the information where consent is not required.

Of course, you don’t have to provide us with any personal information, but if you don’t provide the information we need we may not be able to proceed with your application or any claim you make.

Some of the information we use as part of this application may be provided to us by a third party. This may include information already held about you and your vehicle(s) within the Aviva group, including details from previous quotes and claims, information we obtain from publicly available records, our trusted third parties and from industry databases, including fraud prevention agencies and databases.

Databases we use for Underwriting and Fraud Prevention and Detection purposes

We may use your information to allow us to detect and prevent fraudulent applications and claims. For details relating to information held about you on the Claims Underwriting and Exchange Register and Motor Insurance Anti-Fraud and Theft Register please visit www.insurancedatabases.co.uk.

For details relating to information held about you by the Driver and Vehicle Licensing Agency (DVLA) please visit www.dvla.gov.uk

[How your data is used and shared by Insurers and Databases in relation to motor insurance](#)

The data you provide will be used by us and shared with other insurers as well as certain statutory and other authorised bodies for:

- Insurance underwriting purposes i.e. to examine the potential risk in relation to your (and/or a third party's) prospective policy so that we can:
 - Consider whether to accept the relevant risk,
 - Make decisions about the provision and administration of insurance and related services for you (and members of your

household),

- Validate your (or any person or property likely to be involved in the policy or claim) claims history (at any time including upon application for insurance, in the event of an accident or claim, or at a time of renewal).
- Management Information purposes. To analyse insurance and other markets for the purposes of:
 - Portfolio assessment,
 - Risk assessment,
 - Performance reporting,
 - Management reporting.
- Anti-fraud purposes
To detect and prevent fraudulent claims and/or activities by:
 - Sharing information about you with other organisations and public bodies including the police,
 - Tracing debtors or beneficiaries, recovering debt, managing your accounts and/or insurance policies,
 - Undertaking fraud searches. Insurers pass information to fraud prevention agencies and databases including the Claims Underwriting and Exchange Register and where appropriate the Motor Insurance anti-Fraud and Theft Register by Insurance Database Services Limited (IDSL). This helps insurers check information and prevent fraudulent claims. When we deal with your request for insurance we may search these registers.
- Compliance with legal obligations and responsibilities.
 - Claims management: in the event of a claim we may need to disclose information with any other party involved in that claim such as third parties involved in the incident, their insurer, solicitor or representative and medical teams, the police or other investigators. We also may have to investigate your claims and conviction history.
 - Complaints management: If you make a complaint about the service we have provided, we may be obliged to forward details about your complaints, including your personal information, to the relevant ombudsman.
 - Information about your insurance policy will be added to the Motor Insurance Database (MID) managed 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 DVLENI, the Insurance Fraud Bureau and other bodies permitted by law. This information may be used for purposes permitted by law, which include but are not limited to:
 - Electronic Licensing
 - Continuous insurance enforcement
 - Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
 - The provision of government services and/or other services

Data Protection and Your Data Rights (continued)

aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic accident (either in the UK, the European Economic Area or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representative) 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 current 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 current registration number details are shown on the MID at www.askmid.com.

How your data will be processed

- Information which is supplied to fraud prevention agencies and databases such as IDSL and MID can include details such as your name, address and date of birth together with details of any injury arising from a claim.
- Your data may be supplied to databases in order to facilitate automatic no claim discount validation checks.
- Your data may be transferred to any country, including countries outside of the European Economic Area, for any of the purposes mentioned above.
- Under your policy you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the fraud prevention agencies and databases such as IDSL.

You can ask for more information about this. If you require such information, please contact Aviva Insurance Limited.

How we use your data - Driving Licence Number

Insurance underwriting purposes i.e. to examine the potential risk in relation to your (and/or a third party's) prospective policy so that we can:

- Provide your (or any person included on the proposal) Driving Licence Number (DLN) to the DVLA to confirm your (or the relevant person included on the proposal) licence status, entitlement and relevant restriction information and endorsement/conviction data. Searches may be carried out prior to the date of the insurance policy and at any point throughout the duration of your insurance policy including at the mid-term adjustment and renewal stage. A search of the DLN with the DVLA should not show a footprint against your (or another relevant person included on the proposal) driving licence.
- Searches may be carried out at point of quote and, if an insurance policy is inception, at renewal stage.

Please note that if you give us false or inaccurate information it may invalidate your insurance policy/prospective insurance policy or it could affect the amount we pay to settle any claims you make under

the policy.

Credit Searches

To ensure we have the necessary facts to assess your insurance risk, verify your identity, help prevent fraud and provide you with our best premium and payment options, we may need to obtain information relating to you at quotation, renewal and in certain circumstances where policy amendments are requested. We or our agents may:

- Undertake checks against publicly available information such as electoral roll, county court judgments, bankruptcy orders or repossession(s). Similar checks may be made when assessing claims,
- Carry out a quotation search from a credit reference agency (CRA) which will appear on your credit report and be visible to other credit providers. It will be clear that this is a quotation search rather than a credit application.

The identity of our CRA and the ways in which they use and share personal information, are explained in more detail at www.callcredit.co.uk/crain.

Automated Decision Making

We carry out automated decision making to decide whether we can provide insurance to you and on what terms and to carry out fraud checks. In particular, we use an automated underwriting engine to process the personal information you provide as part of this application process. This will include information such as, address, post code, age, marital status and employment details of you and any other drivers as well as details of your vehicle(s) and any relevant health or conviction data. The automated engine may validate the information you provide against other records we hold about you in our systems and third party databases, including public databases. We may also supplement the information you provide with information from third parties who can provide more information about your vehicle (for example through DVLA databases). We do this to calculate the insurance risk and how much the cover will cost you. Without this information we are unable to provide a price that is relevant to your individual circumstances and needs. We regularly check the way our underwriting engine works to ensure we are being fair to our customers. After the automatic decision has been made, you have the right to speak to someone from Aviva who may review the decision and provide a more detailed explanation. If you wish to invoke this right please contact us at dataprt@aviva.com.

How we share your personal information with others

We may share your personal information:

- With the Aviva group, our agents and third parties who provide services to us, and your intermediary and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help us administer our products and services,
- With regulatory bodies and law enforcement bodies, including the police, e.g. if we are required to do so to comply with a relevant

legal or regulatory obligation,

- With other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes,
- With reinsurers who provide reinsurance services to Aviva and for each other. Reinsurers will use your data to decide whether to provide reinsurance cover, assess and deal with reinsurance claims and to meet legal obligations. They will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

Some of the organisations we share information with may be located outside of the European Economic Area ("EEA"). We'll always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect your privacy rights. For more information on this please see our Privacy Policy or contact us.

How long we keep your personal information for

We maintain a retention policy to ensure we only keep personal information for as long as we reasonably need it for the purposes explained in this notice. We need to keep information for the period necessary to administer your insurance and deal with claims and queries on your policy. We may also need to keep information after our relationship with you has ended, for example to ensure we have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where we are required to do so for legal, regulatory or tax purposes.

Your rights

You have various rights in relation to your personal information, including the right to request access to your personal information, correct any mistakes on our records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests including profiling and marketing, ask not to be subject to automated decision making if the decision produces legal or other significant effects on you, and data portability. For more details in relation to your rights, including how to exercise them, please see our full privacy policy or contact us – refer to the "Contacting us" details below.

Contacting us

If you have any questions about how we use personal information, or if you want to exercise your rights stated above, please contact our Data Protection team by either emailing them at dataprt@aviva.com or writing to the Data Protection Officer, Level 4, Pitheavlis, Perth PH2 0NH.

If you have a complaint or concern about how we use your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Information Commissioners Office at any time.

Data Protection and Your Data Rights (continued)

Looking after your policy

For the purposes of this section, we and us and our means Carrot Risk Technologies Limited.

We know your personal information is important to you and we want you to trust us to look after it like it is our own. This section will explain briefly how we use your data, how we keep it safe and your rights.

For you

We will only use and share your information for the purposes of arranging and administering your policy or to provide you with a quote.

Safe and sound

We will keep your information protected.

Just the essentials

We will only contact you about your policy and will not fill your inbox with information for marketing purposes unless you tell us you want us to.

Full information about how we use your data and your data rights can be found in our Privacy Notice. This will be sent to you with your policy documents and you can always ask for another copy by contacting us at data@insurewithvolkswagen.co.uk.

Telephone call charges and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependant on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Information Commissioner's Office

You have the right to complain to the Information Commissioner's Office at any time if you object to the way your personal information is used.

Important Information

Who provides Volkswagen Motor Insurance?

Volkswagen Financial Services is a trading name of Volkswagen Financial Services (UK) Limited ("VWFS UK"), registered in England and Wales No.2835230. Registered office: Brunswick Court, Yeomans Drive, Blakelands, Milton Keynes MK14 5LR. VWFS UK is authorised and regulated by the Financial Conduct Authority (FCA), registration number 311988.

Volkswagen Motor Insurance from Volkswagen Financial Services is arranged and administered by Carrot Risk Technologies Limited, registered in England and Wales No. 07771243. Registered office: Global House, Westmere Drive, Crewe Business Park, Crewe, Cheshire, CW1 6ZD. Carrot Risk Technologies Limited is authorised and regulated by the Financial Conduct Authority, registration number 610895.

Authorisation details can be checked on the FCA's register at fca.org.uk or by contacting the FCA on 0800 111 6768.

Getting in touch

You can contact **us** at:

Volkswagen Motor Insurance
Global House
Westmere Drive
Crewe Business Park
Crewe
Cheshire
CW1 6ZD

By telephone: 0333 043 1294

By email: support@insurewithvolkswagen.co.uk

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 4 weeks. If **we** cannot, **we** will let **you** know when an answer may be expected.

If **you** have a complaint, please contact **our** Compliance Manager at:

Volkswagen Motor Insurance
Global House
Westmere Drive
Crewe Business Park
Crewe
Cheshire
CW1 6ZD

By telephone: 0333 043 1294

By email: support@insurewithvolkswagen.co.uk

If **you** have a complaint about a claim, please contact **your** Claims Manager first. **You** will find **your** Claims Manager's name and phone number on any correspondence they have sent **you**.

If **you** are dissatisfied with **our** response, **you** can refer **your** complaint to the ombudsman. **You** must contact the ombudsman within six months of **our** final response.

The ombudsman's contact details are as follows:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: www.financial-ombudsman.org.uk

Telephone: 0800 0234567 or 0300 1239123

Email: complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and **you** are entitled to contact the ombudsman at any stage of **your** complaint. **You** can contact the ombudsman directly or visit www.financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

For **your** added protection **we** are covered by the Financial Services Compensation Scheme (FSCS). If **we** are unable to pay a valid claim, **you** may be entitled to compensation from the scheme. Depending on the type of business and circumstances of the claim, the scheme will cover 90% of any claim with no maximum claim amount.

Further information about the compensation scheme is available from the FSCS at www.fscs.org.uk or by calling 0800 678 1100 or 020 7741 4100.

How to cancel your policy

For information on how to cancel **your** policy, please see [General Condition 9](#).

Use of data

For information on how **we** use data, please see [Data Protection and Your Data Rights section](#).