

➔ Motor Policy Wording

Bank of Scotland Car Insurance
24 hour claims helpline: 0330 018 5561
Please keep this document safe

➔ Policy Wording Contents

Definitions	Section A
Policy cover	Section B
Important customer information	Section C
Making a claim	Section D
Contract of insurance	Section E
Liability to others	Section 1
Damage to the car	Section 2
Fire and theft	Section 3
Glass damage	Section 4
Personal belongings	Section 5
Medical expenses	Section 6
Personal accident benefits	Section 7
Replacement locks	Section 8
Travelling abroad	Section 9
No claims discount	Section 10
Cancellation	Section 11
General policy exclusions	Section 12
General policy conditions	Section 13
Complaints procedure	Section F
Data protection notice	Section G

A Definitions

Certain words appearing in your Motor Policy Wording, **Schedule of Insurance** or **Certificate of Motor Insurance** have been defined and they will have the same meaning wherever they are shown in **bold**.

Word or Expression	Definition
Accessories	Additional or supplementary parts of the car not directly related to its function as a vehicle, whilst in or on the car or held in a locked private garage. Accessories do not include trailers, personal belongings, mobile telephones, audio, navigation or entertainment equipment.
Certificate of Motor Insurance	The document headed Certificate of Motor Insurance which provides evidence of the existence of motor insurance as required by the Road Traffic Acts.
Excess(es)	The excess is the amount you must pay towards any claim, this can include both compulsory and voluntary excesses in which case the insurer will add them together.
Inexperienced driver	Drivers aged 25 or older who hold a provisional licence or who have held a full driving licence issued within the territorial limits , the European Union or European Economic Area for less than 12 months.
Insurer(s)	The Insurance Company or Companies or Lloyd's syndicate which covers you and whose name is specified in the Statement of Insurance , Schedule of Insurance and the Certificate of Motor Insurance on whose behalf this document is issued.
Market value	The cost of replacing the car with another of the same make, specification, model, age, mileage and condition as the car immediately before the loss or damage happened.
Partner	Your husband, wife, civil partner or a person living with you at the same address on a permanent basis sharing financial responsibilities, as if you were married to them. This does not include business partners, unless you also have a relationship with them as described in the first sentence.
Period of insurance	The length of time for which the insurer will insure you . This is shown in the Schedule of Insurance .
Policy	The documents consisting of this wording, the Statement of Insurance , the Schedule of Insurance , the Certificate of Motor Insurance identified by the same policy number.
Regular driver	The person named as such in your Schedule of Insurance who you told us is the person who drives the car the most often.
Risk address	The address where the car is normally kept overnight.
Road traffic acts	Any Acts, Laws or Regulations which govern the driving or use of any motor vehicle. In the United Kingdom this is the Road Traffic Act 1988 and any subsequent amendments thereto or successors thereof.
Schedule of Insurance	The latest Schedule of Insurance the insurer has issued to you . This forms part of the contract of insurance. It gives details of the period of insurance , the sections of the policy which apply, the premium, the car which is insured and details of any excesses .
Statement of Insurance	The form that shows the information that you gave us , including information given on your behalf and verbal information you gave prior to commencement of the policy .
Territorial limits	Great Britain, Northern Ireland, the Isle of Man, The Channel Islands including transit by sea, air or land within and between these places.
Terrorism	Terrorism as defined in the Terrorism Act 2000.
The car(s)	The vehicle specified in the Certificate of Motor Insurance by registration number.
Third party	Any person who makes a claim against anyone insured under this policy .
Unattended	When you or any passenger is not inside the car .
We/Us/Our	BISL Limited.
You/Your/Policyholder	The person named as the policyholder on your Schedule of Insurance .
Young driver	A person under 25 at the time of an event which you or they may be entitled to claim for.

B Policy cover

Your **Schedule of Insurance** shows the level of cover **you** have chosen. The cover and **policy** sections applicable are shown below.

Section name	Cover applicable		
	Comprehensive	Third party fire and theft	Third party only
Section 1 : Liability to others	✓	✓	✓
Section 2 : Damage to the car	✓		
Section 3 : Fire and theft	✓	✓	
Section 4 : Glass damage	✓		
Section 5 : Personal belongings	✓		
Section 6 : Medical expenses	✓		
Section 7 : Personal accident benefits	✓		
Section 8 : Replacement locks	✓		
Section 9 : Travelling abroad	✓	✓	✓
Section 10 : No claims discount	✓	✓	✓
Section 11 : Cancellation	✓	✓	✓
Section 12 : General policy exclusions	✓	✓	✓
Section 13 : General policy conditions	✓	✓	✓

C Important customer information

You must tell **us** straight away if anything changes to the information **you** provided as per the **statement of insurance**. The changes include the following and if **you** do not tell **us** about these changes, this may result in increased premiums, refusal of a claim or not being fully paid, **your policy** being cancelled or being made null & void and treated as if it never existed.

This list is not exhaustive and if **you** are unsure about whether to tell **us** about something please call **us** on **0330 018 4175** to check:

- **You** sell **the car**, change **the car** or its registration number, or **you** get another car.
- **You** change **your** address.
- **The car** is modified or changed in any way from the manufacturer's original specification (including but not limited to: optional fit extras, alloy wheels, suspension, bodywork, engine, audio, video and satellite navigation equipment).
- **You** want to add or remove a driver.
- There is a change in the **regular driver** of **the car**.
- There is a change in the purpose **the car** is used for.
- There is a change in estimated annual mileage.
- Anyone who drives **the car** passes their driving test or has their driving licence revoked.
- Anyone who drives **the car** gets a motoring conviction or has a prosecution pending (including fixed penalty offences).

- Anyone who drives **the car** changes occupation, starts a new job (including any part-time work) or stops work.
- Anyone who drives **the car** develops a health condition, which requires notification to the DVLA, or an existing condition worsens. You can find additional information in the driving and transport section of www.gov.uk or pick up leaflet D100 from the Post Office.
- **The car** is involved in an accident or fire, or someone steals, damages or tries to break into it.
- Anyone who drives **the car** is involved in any accident or has a vehicle damaged or stolen.
- Anyone who drives **the car** had insurance refused, cancelled or had special conditions applied.
- **The car** is taken abroad for more than 60 days or outside the European Union.

Please note that any amendments to **your policy** may result in a change to **your premium** and **policy** terms, including **your excess**.

D Making a claim

We must be notified as soon as possible of any accident or loss involving **the car** or any other incidents which may lead to a claim by **you** or by a **third party**.

What to do if you have an accident

In the unfortunate event that **you** are involved in an accident, please take the following simple steps;

- Don't leave the accident scene.

- Call the police if anyone is injured.
- Obtain the details of all witnesses.
- Note the details of the **third party**, including name, address, vehicle registration number, the name of their insurance company and their policy number.
- Take pictures of the accident scene with your mobile phone.
- Sketch a rough diagram of the accident scene.
- Do not admit liability, seek settlement or offer to negotiate.
- Report the accident to **us** as soon as possible on **0330 018 5561**.

What to do if your car is subject to a theft, attempted theft or malicious damage

- Call the police and obtain a crime reference number.
- Report the incident to **us** as soon as possible on **0330 018 5561**.

What to do if your car windscreen or window glass is broken or damaged

- If **you** have comprehensive cover and **your** claim is for the **car** windscreen, side or rear windows, or the sunroof, please contact **our** claims department on **0330 018 4174**. Claims under this section will not affect **your** no claims discount. If the glass has to be replaced the glass **excess** shown on **your** **Schedule of Insurance** will be payable.
- If **you** do not have comprehensive cover, **you** can still call the claims department but **you** will have to pay the cost of the replacement or repair.

How to notify us of a claim

To report a claim or for claims enquiries call **our** claims line on **0330 018 5561**. We will ask **you** a number of questions over the phone so please make sure **you** have the following information when **you** call:

- Date, time and description of the incident.
- Details of any **third party** involved including name, address, vehicle registration, the name of their insurance company and their policy number.
- Name and address of any witnesses.
- If the police were in attendance, the incident reference number.

We will usually be able to take all the information to allow the **insurer** to handle **your** claim efficiently within one phone call. However **we** or **your** **insurer** may need to contact **you** again to check certain aspects of **your** claim or in certain circumstances require that **you** complete a claim form.

E Contract of insurance

This document gives details of **your** cover and it should be read along with **your** **Statement of Insurance**, **Schedule of Insurance** and **Certificate of Motor Insurance**.

Please take time to read through these documents which contain important information about the details **you** have given. **You** should also show **your** **policy** to anyone else who is covered under it.

It's important that **you** check the information **you** have provided and notify **us** immediately of any changes to these details. Failure to disclose correct and complete information to the best of **your** knowledge and belief may result in increased premiums, refusal of a claim or not being fully paid, **your** **policy** being cancelled or being made null & void and treated as if it never existed.

You are required to update **us** with any changes to **your** information.

In return for **your** premium, the **insurer** will provide the cover shown in **your** **policy** for accident, injury, loss or damage that happens within the **territorial limits** during the **period of insurance**.

The parties to this contract are **you** and the **insurer**. Nothing in this contract shall create any rights to third parties under the Contracts (Rights of Third Parties) Act 1999 and no variation of this contract, nor any supplemental or ancillary agreement, shall create any such rights unless expressly so stated. This does not affect any right or remedy of a third party which exists or is available apart from this Act.

Financial Services Compensation Scheme (FSCS)

If either **insurer** cannot meet their liabilities to you, you may be entitled to compensation from the Financial Services Compensation Scheme for the proportion of cover provided by the impacted insurer. Claims for compulsory insurance, such as third party motor insurance, are covered in full.

Any claims made to the Financial Services Compensation Scheme for non-compulsory (optional) insurance, such as damage to the insured car, and for any unused premium, are covered up to 90% of the value of the claim submitted. You can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk or by calling 0800 678 1100.

The law applicable to this policy

English Law will apply to this contract of insurance unless agreed otherwise.

We will provide the terms and conditions of this **policy** for the **period of insurance**, and any subsequent communication between **us**, whether verbal or written in the English language.

1 Liability to others

What is covered under this section

The **insurer** will pay amounts including claimant's costs that **you** are legally liable to pay for:

- The death of or bodily injury to any person caused by an incident involving **the car**; and
- Damage to someone else's property caused by an incident involving **the car** up to a maximum of £20,000,000 (including all legal and other expenses) for any one claim or number of claims arising from one cause.

Driving other cars extension

The cover under this section of the **policy** is extended to the specific driver noted in the **Certificate of Motor Insurance** as having the benefit of this extension when driving other cars not owned by, or registered to, or hired, rented or leased to the specific driver, their business partner or their employer, or is being kept or used in connection with their employer's business.

This extended cover only applies if:

- This extension is shown on **your** **Certificate of Motor Insurance**; and
- There is no other insurance in force that covers the same claim; and
- There is a current and valid **Certificate of Motor Insurance** held for the other car in accordance with **Road Traffic Acts**; and
- The other car has not been seized by, or on behalf of, any government or public authority; and
- The driver has the owner's permission to drive the other car; and
- The other car is registered within the **territorial limits**; and
- The other car is not being used outside the **territorial limits**; and
- **You** still have **the car** and it has not been stolen and not recovered; or damaged beyond cost effective repair.

Legal costs

In the event of an accident covered by this section and subject to the **insurer's** prior agreement, the **insurer** will pay for the following at **your** request:

- Solicitors' fees for representation at any coroner's inquest, fatal accident inquiry or magistrates court (including a court of equal status in any country within the **territorial limits**).
- Legal costs for defending a charge of manslaughter or causing death by dangerous or careless driving.
- Any other costs and expenses for which the **insurer** has given prior agreement.

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

Emergency treatment

The **insurer** will pay for the cost of any emergency treatment or hospital treatment which **you** incur under the UK **Road Traffic Acts** for injuries arising out of any accident involving any car which this **policy** covers. If this is the only payment made, it will not affect **your** no claim discount.

Towing

The cover under this section of the policy is extended to **you** while any vehicle covered by this **policy** is towing a trailer, trailer caravan or broken down car. The cover will apply as long as:

- The towing is allowed by law; and
- The trailer, trailer caravan or broken down car is attached properly by towing equipment made for this purpose; and
- The trailer, trailer caravan or broken down car is not being towed for hire or reward.

Cover for other users of your car

The **insurer** will provide the same cover, other than the Driving other cars extension for liability to **third parties** to:

- Anyone travelling in, or getting into or out of **the car**.
- Any person using **the car**, with your permission, to tow any single trailer, trailer-caravan or broken down car while it is attached to **the car** and if allowed by law, provided it is not being towed for hire or reward.
- Anyone driving **the car** with your permission, as long as **your** **Certificate of Motor Insurance** shows that they are allowed to drive **the car**. The person driving must not be excluded by any endorsement, exception or condition.
- Anyone using (but not driving) **the car** with **your** permission for social domestic and pleasure purposes.
- The employer or business partner of **you** or **your partner** (if covered under this **policy**) should they become legally liable as

a result of the use of **the car** by **you** or **your partner** in the course of their business or employment, providing that such use is covered by the **Certificate of Motor Insurance**. This does not apply if:

- o **The car** belongs to or is hired by such employer or business partner.
- o The insured is a corporate body or firm.

What is not covered under section 1

The **insurer** will not pay for;

- Any amount the **insurer** has not agreed to in writing.
- Any loss of or damage to property which belongs to, or is in the charge of, any person who is claiming cover under this **policy**.
- Any loss of or damage to any vehicle, trailer, trailer caravan or disabled vehicle covered by this **policy**.
- Any liability for death or injury to any employee in the course of their employment by anyone insured by this **policy** if the employer is covered by an employer's liability policy except as required by any compulsory **Road Traffic Acts**.
- Death or injury to any person being carried in or on or getting in or out of the trailer or trailer caravan **you** tow.
- Any liability incurred while the trailer, trailer caravan or broken down car **you** tow is not attached.
- Any loss of or damage to property being carried in or on the trailer, trailer caravan or broken down car **you** tow.
- 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.
- Any amount over £1.2 million, for any one pollution or contamination event.
- Cover will not apply to any person claiming under this section who can claim under another policy.

2 Damage to the car

What is covered under this section

This section provides **you** with cover for loss or damage to **the car** and its **accessories** caused by accidental or malicious damage, or vandalism.

The **insurer** will decide either to;

- Repair the damage themselves; or
- Pay to have the damage repaired; or
- Pay to replace what is lost or damaged if this is more cost effective than repairing it; or
- Pay **you** an amount equal to the loss or damage.

If to the **insurer's** knowledge **the car** is the subject of a hire purchase or leasing agreement, the **insurer** may, in the event of **the car's** total loss or destruction, pay the hire purchase or leasing company directly for the loss or damage to the vehicle.

If the **insurer's** estimate of the **market value** is more than the amount owed any balance will be paid to **you**.

If the **insurer's** estimate of the **market value** is less than the amount owed **you** may have to pay the outstanding balance.

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

The **insurer** will also pay reasonable costs for the protection, removal and storage of **the car** and delivery after repair to **your risk address**.

The **insurer** may use warranted replacement parts or recycled parts which are not supplied by the manufacturer of **the car** but will be of a similar standard. If suitable replacement parts are not available the **insurer** will pay the manufacturer's last list price.

The **insurer** will not pay more than the **market value** of **the car** at the time of the loss unless the new car benefit applies.

New car benefit

The **insurer** will replace **the car** with one of the same make, model and specification if;

- The loss or damage happens within twelve months from the date **the car** was first registered; and
- **You**, or **your partner**, are the first and only registered keeper of **the car** (or the second registered keeper if the first registered keeper is the manufacturer or supplying dealer and the delivery mileage is under 250 miles); and
- **You**, or **your partner**, have owned **the car** (or it has been hired to **you**, or

your partner, under a hire-purchase or leasing agreement) since it was first registered as new (or **you** are the second owner if the first owner is the manufacturer or supplying dealer and the delivery mileage is under 250 miles); and

- The cost of repair is valued at more than 60% of the cost of buying an identical new car at the time of the loss or damage (based on the United Kingdom list price); and
- **The car** was supplied as new from within the **territorial limits**.

In these circumstances, if **you** ask the **insurer** to they will replace **the car** (and pay reasonable delivery charges) with a new car of the same make, model and specification.

The **insurer** can only do this if a replacement car is available in the **territorial limits** and anyone else who has an interest in **the car** agrees.

If a replacement car of the same make, model and specification is not available, the **insurer** will, where possible, provide a similar car of identical list price.

If this is not acceptable to **you**, the **insurer** will not pay more than the **market value** of **the car** at the time of the loss.

Car audio, navigation and entertainment equipment

The **insurer** will also cover the cost of replacing or repairing **the car's** audio, navigation and entertainment equipment up to the following amounts:

- Unlimited for equipment fitted as original equipment by the manufacturer; or
- £500 for any other equipment not fitted by the manufacturer, provided it is permanently fitted to **the car**.

Recommended repairer

If the damage to **the car** is covered under **your policy** and it is repaired by a recommended repairer, **you** do not need to obtain any estimates and repairs can begin immediately after the **insurer** has authorised them. The **insurer** will arrange for one of their repairers to contact **you** to arrange to collect **the car**. Repairs made by the **insurer's** recommended repairers are guaranteed for three years.

At **your** option, **you** can arrange for a repairer of **your** choice to carry out the repairs. **You** must send the **insurer** at least two detailed repair estimates as soon as reasonably possible. The **insurer** will only be liable for the repair costs at a non-recommended repairer if the **insurer** has agreed that the costs are reasonable and the **insurer** has issued an authorisation to the repairer. The **insurer** may need to inspect **the car**.

The **insurer** reserves the right to ask **you** to obtain alternative estimates and the **insurer** may not pay **you** more than their recommended repairer would have charged them for the repair of **the car**.

Courtesy cars

This **policy** also covers loss or damage to any courtesy car the **insurer's** recommended repairer provides to **you** while any damage to **the car** is being repaired. The provision of a courtesy car is subject to availability and the recommended repairers terms and conditions. If the provision of a courtesy car is available, the **insurer's** recommended repairers will not be obliged to arrange a replacement vehicle any larger than a small hatchback, typically with a 1 litre engine capacity. If **you** wish to upgrade to any other vehicle the cost of the upgrade will be **your** responsibility. In addition, the terms, conditions and **excesses** of **your policy** remain in force for the courtesy car.

What is not covered under section 2

- Loss of or damage to **the car** caused by fire, theft or attempted theft.
- The total **excess** shown in **your Schedule of Insurance**. **You** must pay these amounts for every incident that **you** claim for under this section.
- The additional **excesses** shown in the **Schedule of Insurance**, if **the car** is damaged while it is being driven by a **young driver** or **inexperienced driver**.
- Loss of keys, keyless entry system devices, tapes, compact and mini discs, DVD's and other portable media storage devices.
- Loss or damage caused to **the car**, if at the time of the incident, it was under the custody or control of anyone with **your** permission who is not covered under this **policy**.
- Loss or damage to **the car** and/or its contents as a result of someone taking it by fraud or trickery while pretending to be a buyer.
- Loss or damage to **the car** caused by malicious damage unless this has been reported to the police and a crime reference number obtained.
- The **insurer** will not pay for any losses that are not directly associated with the incident that caused **you** to claim, unless expressly stated in this **policy**.
- Loss or damage deliberately caused by any person entitled to

- be covered under this **policy** or any person acting on their behalf.
- Loss or damage resulting from incorrectly maintaining or fuelling **the car** or from the use of substandard fuel, lubricants or parts.
 - Loss of or damage to **the car** caused by a person known to **you** taking **the car** without **your** permission, unless that person is reported to the police for taking **the car** without **your** permission.
 - Costs resulting from loss of use of **the car**.
 - Any reduction in the **market value** of **the car** following repair.
 - Any part of the cost of repair or replacement which improves **the car** or its **accessories** beyond its condition immediately before the loss or damage occurred.
 - Loss or damage to any trailer, caravan or disabled motor vehicle, or their contents, being towed by **the car**.
 - Loss or damage from taking **the car** and returning it to the legal owner.
 - Loss or damage to in car audio, television, DVD, phone, games-console, or electronic navigation, unless these items are permanently fitted to **the car**.
 - Loss or damage caused by wear and tear or depreciation.
 - Loss or damage caused by any mechanical, electrical, electronic computer or computer software failures, breakdowns, faults or breakages.
 - Loss or damage arising directly or indirectly from water freezing in the cooling system of **the car**.
 - Damage caused by the process of cleaning, modification, repairing or restoring or by any gradually operating cause.
 - Damage to tyres caused by braking, punctures, cuts or bursts not as a direct result of an accident.
 - Any storage charges unless **you** tell the **insurer** about them and unless the **insurer** agree in writing to pay for them.
 - Any increase in damage as a result of **the car** being moved under its own power following an incident.
 - 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 **territorial limits**.
 - Any amount over the cost shown in the manufacturer's latest price guide for any lost or damaged parts or **accessories** if such parts or **accessories** are not available.
 - Loss or damage resulting from confiscation, nationalisation, requisition or destruction by or under the order of any government or public or legal authority.

3 Fire and theft

What is covered under this section

This section provides **you** with cover for loss or damage to **the car** and its **accessories** caused by fire, theft or attempted theft.

The **insurer** will decide either to;

- Pay to have the damage repaired ; or
- Pay to replace what is lost or damaged if this is more cost effective than repairing it; or
- Pay **you** an amount equal to the loss or damage.

If to the **insurer's** knowledge **the car** is the subject of a hire purchase or leasing agreement, the **insurer** may, in the event of **the car's** total loss or destruction, pay the hire purchase or leasing company in the first instance. If the **insurer's** estimate of the **market value** is more than the amount owed any balance will be paid to **you**.

If the **insurer's** estimate of the **market value** is less than the amount owed **you** may have to pay the outstanding balance.

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

The **insurer** will also pay reasonable costs for the protection, removal and storage of the **car** and delivery after repair to **your risk address**.

The **insurer** may use warranted replacement parts or recycled parts which are not supplied by the manufacturer of **the car** but will be of a similar standard. If suitable replacement parts are not available **we** will pay the manufacturer's last list price.

The **insurer** will not pay more than the **market value** of **the car** at the time of the loss unless the new car benefit applies.

New car benefit

The **insurer** will replace **the car** with one of the same make, model and specification if;

- The loss or damage happens within twelve months from the date **the car** was first registered; and
- **You**, or **your partner**, are the first and only registered keeper of **the car** (or the second registered keeper if the first registered keeper is the manufacturer or supplying dealer and the delivery mileage is under 250 miles); and

- **You**, or **your partner**, have owned **the car** (or it has been hired to **you**, or **your partner**, under a hire-purchase or leasing agreement) since it was first registered as new (or **you** are the second owner if the first owner is the manufacturer or supplying dealer and the delivery mileage is under 250 miles); and
- The cost of repair is valued at more than 60% of the cost of buying an identical new car at the time of the loss or damage (based on the United Kingdom list price); and
- **The car** was supplied as new from within the **territorial limits**.

In these circumstances, if **you** ask the **insurer** to they will replace **the car** (and pay reasonable delivery charges) with a new car of the same make, model and specification.

The **insurer** can only do this if a replacement car is available in the **territorial limits** and anyone else who has an interest in **the car** agrees.

If a replacement car of the same make, model and specification is not available, the **insurer** will, where possible, provide a similar car of identical list price.

If this is not acceptable to **you**, the **insurer** will not pay more than the **market value** of **the car** at the time of the loss.

Car audio, navigation and entertainment equipment

The **insurer** will also cover the cost of replacing or repairing **the car's** audio, navigation and entertainment equipment up to the following amounts:

- Unlimited for equipment fitted as original equipment by the manufacturer; or
- £500 for any other equipment not fitted by the manufacturer, provided it is permanently fitted to **the car**.

Recommended repairer

If the damage to **the car** is covered under **your policy** and it is repaired by a recommended repairer, **you** do not need to obtain any estimates and repairs can begin immediately after the **insurer** has authorised them. The **insurer** will arrange for one of their repairers to contact **you** to arrange to collect **the car**. Repairs made by the **insurer's** recommended repairers are guaranteed for three years.

At **your** option, **you** can arrange for a repairer of **your** choice to carry out the repairs. **You** must send the **insurer** at least two detailed repair estimates as soon as reasonably possible. The **insurer** will only be liable for the repair costs at a non-recommended repairer if the **insurer** has agreed that the costs are reasonable and the **insurer** has issued an authorisation to the repairer. The **insurer** may need to inspect **the car**.

The **insurer** reserve the right to ask **you** to obtain alternative estimates and the **insurer** may not pay **you** more than their recommended repairer would have charged them for the repair of **the car**.

What is not covered under section 3

- The total **excess** shown in **your Schedule of Insurance**.
- Loss or damage caused by theft or attempted theft if the keys or lock transmitter or entry card from the keyless entry system are left in or on **the car** while it is left **unattended**.
- Loss of keys, keyless entry system devices, tapes, compact and mini discs, DVD's and other portable media storage devices.
- Loss or damage caused by theft or attempted theft if **the car** is left **unattended** without being properly locked and/or if any window, roof opening, removable roof panel or hood is left open or unlocked.
- Loss or damage if any security or tracking device, which the **insurer** has insisted is fitted to **the car**, has not been set or is not in full working order.
- Loss or damage caused to **the car**, if at the time of the incident, it was under the custody or control of anyone with **your** permission who is not covered under this **policy**.
- Loss or damage to **the car** and/or its contents as a result of someone taking it by fraud or trickery while pretending to be a buyer.
- Loss of or damage to **the car** by theft, attempted theft unless this has been reported to the police and a crime reference number obtained.
- The **insurer** will not pay for any losses that are not directly associated with the incident that caused **you** to claim, unless expressly stated in this **policy**.
- Loss or damage deliberately caused by any person entitled to be covered under this **policy** or any person acting on their behalf.
- Loss or damage resulting from incorrectly maintaining or fuelling **the car** or from the use of substandard fuel, lubricants or parts.
- Loss of or damage to **the car** caused by a person known to **you** taking **the car** without **your** permission, unless that person is reported to the police for taking **the car** without **your** permission.
- Costs resulting from loss of use of **the car**.
- Any reduction in the **market value** of **the car** following repair.
- Any part of the cost of repair or replacement which improves **the car** or its **accessories** beyond its condition immediately before the loss or damage occurred.
- Loss or damage to any trailer, caravan or disabled motor

Policy Wording (cont'd)

vehicle, or their contents, being towed by **the car**.

- Loss or damage from taking **the car** and returning it to the legal owner.
- Loss or damage to in car audio, television, DVD, phone, games-console, or electronic navigation, unless these items are permanently fitted to **the car**.
- Loss or damage caused by wear and tear or depreciation.
- Loss or damage caused by any mechanical, electrical, electronic computer or computer software failures, breakdowns, faults or breakages.
- Loss or damage arising directly or indirectly from water freezing in the cooling system of **the car**.
- Damage caused by the process of cleaning, modification, repairing or restoring or by any gradually operating cause.
- Damage to tyres caused by braking, punctures, cuts or bursts not as a direct result of an accident.
- Any storage charges unless **you** tell the **insurer** about them and the **insurer** agree in writing to pay for them.
- Any increase in damage as a result of **the car** being moved under its own power following an incident.
- 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 **territorial limits**.
- Any amount over the cost shown in the manufacturer's latest price guide for any lost or damaged parts or **accessories** if such parts or **accessories** are not available.
- Loss or damage resulting from confiscation, nationalisation, requisition or destruction by or under the order of any government or public or legal authority.

4 Glass damage

What is covered under this section

If the glass in the front windscreen, side, rear windows, or sunroof of **the car** is damaged during the **period of insurance** the **insurer** will pay the cost of repairing or replacing it. The **insurer** will also pay for any repair to the bodywork of **the car** that has been damaged by broken glass from the windscreen or windows.

If the repair or replacement is carried out by one of **our** approved suppliers, cover is unlimited. *(To contact one of our approved suppliers please refer to the 'Making a claim section' of this policy.)*

If **you** choose to use **your** own supplier, then cover will be limited to £150 less any **excess**.

A claim under this section only will not affect **your** no claims discount.

What is not covered under section 4

- The glass **excess** shown in **your Schedule of Insurance**, unless the glass is repaired and not replaced in which case no **excess** applies.
- Loss of use of **the car**.
- Damaged or broken glass in panoramic glass roofs.
- Repair or replacement of the hood/roof structure of a convertible or cabriolet vehicle.
- Repair or replacement of any glass that is part of a removable or folding convertible roof.
- Repair or replacement of any windscreen or window not made of glass.
- The cost of importing parts or storage costs caused by delays where the parts are not available from stock within the **territorial limits**.
- Loss or damage deliberately caused by any person entitled to be covered under this **policy** or any person acting on their behalf.

5 Personal belongings

What is covered under this section

The **insurer** will pay up to a maximum of £100 for personal belongings not permanently fitted to **the car**, which are lost or damaged following an accident, fire, theft or attempted theft involving **the car**.

What is not covered under section 5

- Loss or damage caused by wear and tear or depreciation.
- Loss of, theft of or damage to property from an open or convertible car, unless the personal belongings were left in a locked boot or locked glove compartment.
- Loss or damage if **the car** is left **unattended** without being properly

locked and/or if any window, roof opening, removable roof panel or hood is left open or unlocked.

- Money, credit or debit cards, stamps, tickets, vouchers, documents and securities.
- Goods or samples carried in connection with any trade or business
- Loss of or damage to any radar detection equipment.
- Loss of or damage to telephone or other communication equipment.

6 Medical expenses

What is covered under this section

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

7 Personal accident benefits

What is covered under this section

If **you** or **your partner** are accidentally killed or permanently injured while getting in, travelling in or getting out of **the car** (or any other private car that **you** do not own), the **insurer** will pay the following;

- For death - £5,000
- For the total and irrecoverable loss of sight in one or both eyes - £5,000
- For the permanent loss of use of one or more limbs above the wrist or ankle - £5,000

The **insurer** will only pay these amounts if the cause of death or injury is an accident involving a car and the death or loss happens within 3 calendar months of the accident.

What is not covered under section 7

- More than £10,000 per incident.
- Death or injury to any person not wearing a seat belt when required to by law.
- Any intentional self injury, suicide or attempted suicide.
- Any injury or death arising wholly or in part from any natural or inherent disease or medical condition.
- Any injury or death to any person driving 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.
- If **you** or **your partner** has any other car insurance **policy** with the **insurer**, they will only pay the benefit under one policy.

8 Replacement locks

What is covered under this section

If the keys or other ignition activation device to **the car** or the lock transmitter are stolen the **insurer** will pay up to a maximum of £500 under this section towards the cost of replacing:

- The door locks and/or boot lock.
- Ignition/steering lock.
- The keys or ignition activation device or the lock transmitter and central locking interface.
- The reasonable cost of protecting **the car**, transporting it to the nearest repairers when necessary and delivering it after repair to **your** address.

Provided it can be established that the identity or the **risk address** of **the car** is likely to be known to any person in receipt of such items.

What is not covered under section 8

- The first £100 of any claim.
- Any claim where the keys, lock activation device or the lock transmitter and central locking interface are either:
- Left in or on **the car** at the time of the loss; or
- Taken without **your** permission by a person known to **you**, unless that person is reported to the police.

9 Travelling abroad

What is covered under this section

The **insurer** will cover **your** legal liability to others while **you** or any driver covered by this policy are using **the car** within the European Union

and any other country which has agreed to follow Article 7(2) of the EU Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (number 72/166/EEC).

You do not need an International Motor Insurance Card (Green Card) for visits to these countries as the legal evidence of this cover is shown on the reverse of **your Certificate of Motor Insurance**.

Further information on the countries that follow the above EU Directive can be found by visiting www.mib.org.uk.

The **insurer** will also provide the cover shown on **your Schedule of Insurance** for up to 60 days in any **period of insurance** while **you** are using the **car** within the countries referred to above.

The **insurer** may agree to extend the cover for more than 60 days as long as:

- The **car** is taxed and registered within the **territorial limits**; and
- **Your** main permanent home is within the **territorial limits**; and
- **Your** visit abroad is only temporary; and
- **You** tell **us** before **you** leave; and
- **You** pay any additional premium **we** ask for.

If **you** want to extend **your** policy to give the same cover in a country outside the countries referred to above, **you** must:

- Tell **us** before **you** leave; and
- Get the **insurer's** written agreement to cover **you** in the countries involved; and
- Pay any additional premium **we** ask for.

If the **insurer** agrees to **your** request, the **insurer** will issue **you** with an International Motor Insurance Card (Green Card) as legal evidence of this cover.

The **insurer** will also pay customs duty if the **car** is damaged and the **insurer** decides not to return it after a valid claim on the policy.

Cover also applies while the **car** is being carried between sea or air ports or railway stations within these countries, as long as this travel is by a recognised sea, air or rail route.

What is not covered under section 9

If **your Certificate of Motor Insurance** allows a specific driver to drive any other vehicle, that cover does not apply outside of the **territorial limits**.

10 No claims discount (NCD)

If **you** do not make a claim during the **period of insurance**, the **insurer** will increase **your** no claims discount when you renew your policy with **us** in line with scale shown in the No claims discount protection section below.

If **you** do make a claim during the **period of insurance**, **your** no claims discount will be reduced at the next renewal date in accordance with the scale shown in the No claims discount protection section below.

The following will not affect **your** no claims discount:

- Payments made under Section 4 - Glass damage of this **policy**.
- Payments made under Emergency treatment (Section 1) of this **policy**.
- Claims where **you** were not at fault, as long as the **insurer** has recovered all that the **insurer** has paid from those who were responsible.

Your no claims discount cannot be transferred to another person or used on more than one policy at the same time.

You should note any change in the level of **your** no claims discount is no guarantee that **your** premium will not rise.

11 Cancellation

How to cancel your policy

You must contact **us** if **you** wish to cancel **your policy**. **Our** contact details are on the reverse of **your Certificate of Motor Insurance**.

We will cancel **your policy** either from the date **you** contact **us**, or from any later date **you** specify. The **policy** cannot be cancelled from an earlier date than when **you** contact **us**.

If **you** are paying **your** premiums by instalments, **you** must still pay **us** any balance of premium due. Cancelling any direct debit instruction does not mean **you** have cancelled the **policy**. **You** will still need to follow the instructions above.

In the event of cancellation, a fee shown in the Important Information about Our Insurance Intermediary Services document will apply.

Cancellation by you within the first 14 days

If **you** cancel **your policy** within 14 days of the date **you** receive **your policy** documents **we** will refund a percentage of the premium calculated on a daily pro rata basis equivalent to the period of cover left unused, providing no claims have been made. If a claim has been made, or there has been an incident which may lead to a claim, no refund of premium will be given and all premiums would be due.

Cancellation by you after the first 14 days

If **you** cancel this **policy** after the 14-day period **we** will refund a percentage of the premium calculated on a daily pro rata basis equivalent to the period of cover left unused, providing no claims have been made. If a claim has been made, or there has been an incident which may lead to a claim, no refund of premium will be given and all premiums would be due.

Where we cancel your policy

We may cancel **your policy** if there are serious grounds to do so such as non-payment, failure to supply requested validation documentation (proof of No Claims Discount, Security etc) **you** have provided **us** with incorrect information and **you** have failed to provide a remedy when requested or **you** behave in a threatening, abusive or inappropriate manner towards **our** staff, **our** representatives or providers. Where **we** cancel **we** will provide seven days' prior written notice to **your** last known address unless **we** are required to cancel earlier. If **we** cancel **your policy** **we** will refund a percentage of the premium calculated on a daily pro rata basis equivalent to the period of cover left unused, providing no claims have been made. If a claim has been made, or there has been an incident which may lead to a claim, no refund of premium will be given and all premiums would be due.

If **we** cancel **your** policy on the grounds of fraud, cancellation may be immediate and **we** may keep any premium **you** have paid. **We** may also inform the police of the circumstances.

12 General policy exclusions

You are not covered under **your policy** for any of the following:

Contracts

Any claim as a result of an agreement or contract unless it is one the **insurer** would have been liable for anyway.

Who uses the car

Any injury, loss or damage which takes place while the **car** is being:

- Driven by or in the charge of any person not covered by **your Certificate of Motor Insurance**; or
- Used other than for the purposes allowed on **your Certificate of Motor Insurance**; or
- Driven by or in the charge of any person who does not hold or comply with the conditions of a valid licence to drive such a vehicle in the country within which the incident occurred.

This exception does not apply if the **car** is:

- Being serviced or repaired by a member of the motor trade.
- Stolen or being taken away without **your** permission; or
- Being parked by an employee of a hotel or restaurant as part of a car-parking service.

Track days and off road events

Any liability, loss or damage resulting from the use of the **car** at any event during which the **car** may be driven on a motor racing track, airfield or at an off road event.

Use on airfields

The **insurer** will not pay claims arising directly or indirectly from any car 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 with the Customs examination area or any part of airport premises to which the public does not have access to drive their vehicle.

Pollution

Any accident, injury, damage, loss or liability caused by pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unexpected and accidental incident which happens during the **period of insurance**.

Earthquake

Any loss or damage caused by earthquakes and the result of earthquakes.

Pressure waves

Any loss or damage caused by pressure waves from aircraft or aerial devices travelling at sonic or supersonic speeds.

Riot

Any loss or damage caused by riot, civil commotion occurring outside Great Britain, the Isle of Man or the Channel Islands. This exception does not apply to Section 1 – Liability to others.

Policy Wording (cont'd)

Radioactivity

Any loss or damage caused by, contributed to or arising from;

- Ionising radiation or radioactive contamination from any fuel or waste; or
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component or of any nuclear fuel or any nuclear waste.

Terrorism

Any loss or damage caused by or arising from **terrorism** unless the **insurer** has to provide cover under any **Road Traffic Acts**.

War

Any loss or damage caused directly or indirectly by war, invasion, act of enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power other than to meet the requirements of the **Road Traffic Acts**.

13 General policy conditions

The **insurer** will only give **you** the cover described in this **policy** document provided that **you** and all other drivers comply with the conditions set out below and that the information that **you** gave **us** regarding **the car** and all insured drivers is true and complete as far as **you** know.

Taking care of your car

You and all other drivers must ensure that:

- **The car** is kept in a roadworthy condition.
- **The car** has a current MOT certificate if applicable.
- All reasonable steps are taken to ensure **the car** has been protected against loss or damage.

The **insurer** may examine **the car** at any time.

Your duty to provide accurate information

You must have answered truthfully all questions relating to **your** details; those of **the car** and of all named drivers on **your policy** that **we** asked when **your policy** started. **You** must also have truthfully agreed to all statements that **we** listed in the **Statement of Insurance** relating to **your policy** when it started.

You must notify **us** as soon as reasonably possible if any of your details change.

It's important that **you** check the information **you** provided and notify **us** immediately of any changes to these details. Failure to disclose correct and complete information to the best of **your** knowledge and belief may result in increased premiums, refusal of a claim or not being fully paid, **your policy** being cancelled or being made null & void and treated as if it never existed.

Please refer to Important Customer Information section for further details.

Accidents and claims

You must notify **us** as soon as reasonably possible if **you** or any driver become aware of any accident or loss involving **the car** or of any other incident which may lead to a claim by **you** or by a **third party**.

If **you** or any driver receive any notice of prosecution, inquest or fatal accident enquiry or **you** or any driver are sent a claim form from a court or a letter, **you** or any driver must send it to the **insurer**, unanswered, as soon as reasonably possible.

You must ensure that the police are notified within 48 hours of **you** or any driver becoming aware of any incident involving theft, attempted theft, or malicious damage and a crime reference number is obtained.

You or anyone who drives **the car** must not admit liability for, offer, negotiate or seek settlement of any claim without **our** written permission.

You or anyone who drives **the car** must take reasonable steps to minimise the loss if an incident which gives rise to a claim occurs.

The **insurer** is entitled under this **policy** to;

- Take over and conduct the defence and settlement of any claim in **your** name or in the name of any other person insured by **your policy**.
- Instigate proceedings at their own expense and for their own benefit but in **your** name or in the name of any other person insured by **your policy** to recover any payment that they have made under **your policy**.
- Recover from **you** the amount of any claim that they are required to settle by law which the **insurer** would not otherwise have paid under this **policy**.
- Pay the legal owner of **the car** in the event of a loss.

- Require proof of ownership and value of the insured property in the event of a loss.

You or any person who makes a claim under **your policy** must give the **insurer** all reasonable assistance and information in relation to any claim made under **your policy**.

Fraud

You must not act in a fraudulent manner. **You**, any authorised driver, or any person acting for **you** must not make false or exaggerated claims. If **you**, any authorised driver, or anyone acting for **you** makes a claim knowing any part of it to be false or exaggerated, the **insurer** will not pay the claim and the **insurer** will cancel **your policy**. The **insurer** shall be entitled to recover from **you** the amount of any claim already paid under the **policy** during the **period of insurance**.

If the **insurer** cancels **your policy** on the grounds of fraudulent activity, they will keep any premium **you** have paid and may inform the police of the circumstances.

Other insurances

If at the time of any incident which results in a claim under **your policy** there is any other insurance in force covering the same liability, loss or damage, the **insurer** will only pay their share of the claim. The share to be paid by each **insurer** will be determined either by the appropriate court or by agreement between the **insurers** involved.

This provision will not place any obligation upon us to accept any liability under Section 1 which the **insurer** would otherwise be entitled to exclude under Exceptions to Section 1.

F Complaints procedure

We aim to provide a high level of service to all **our** customers but occasionally things can go wrong, when this happens **we** will do everything **we** can to put things right.

Complaints procedure

If **you** have a complaint about **our** service or the administration of **your policy**, please contact **us** in the first instance by phoning customer services on 0330 018 4175. **We** will aim to resolve **your** complaint over the phone within 24 hours.

If **your** complaint is not resolved to **your** satisfaction within 24 hours **we** will send **you** a written acknowledgment of **your** complaint together with the next steps **we** will be taking to resolve it. If **you** prefer to put **your** complaint in writing please send it to The Customer Relations Manager, Bank of Scotland Car Insurance, Fusion House, Bretton Way, Peterborough, PE3 8BG.

Next steps

In the unlikely event that **your** complaint remains unresolved four weeks after being made, **we** will send **you** either **our** final response or a letter explaining why **we** are not yet in a position to resolve **your** complaint and advise **you** when **we** will be in contact again.

If after eight weeks of making **your** complaint **we** are still not in a position to issue **you** with **our** final response **we** will send **you** a letter explaining the reason for the delay and advising **you** of **your** right to complain to the Financial Ombudsman Service.

If **we** cannot resolve your complaint, **you** may refer **your** complaint to the Financial Ombudsman Service within six months of receiving **our** final response letter.

The address is Financial Ombudsman Service, Exchange Tower, London, E14 9SR. The website address is www.financial-ombudsman.org.uk and their telephone numbers are 0800 023 4567 from a landline and 0300 123 9123 from a mobile.

Complaints which your **Insurer** is required to resolve will be passed on to them by **us**. **We** will notify **you** when **we** do this. If **you** are unhappy with the decision **you** receive **you** can refer **your** complaint to the Financial Ombudsman Service within six months of receiving **your Insurers** final response letter.

Following the complaints procedure does not affect **your** right to take legal action.

G Data protection notice

Who is processing your data?

We are BISL Limited, **we** arrange and administer Bank of Scotland car insurance and **we** are the data controller of the personal data that

you provide and/or that **we** collect from **you**. This means that **we** are the company responsible for deciding how **your** data is processed.

BISL Limited is part of the BGL Group of Companies and provides products and services under various brands. If **you** want to know more about the BGL Group of Companies and the brands that BISL operates **you** can find out more at www.bglgroup.co.uk

We will share data relating to **your** quote or **policy** with Bank of Scotland Insurance Services Limited who will also be a data controller of this data. **You** can read further information about how Bank of Scotland Insurance Services Limited processes **your** data by reading their Privacy Policy at www.bankofscotland.co.uk

Car Insurance

To provide **you** with car insurance, **we** need to share **your** data with the **insurers** **we** work with. This is to allow the **insurers** to consider **your** application for insurance and to allow them to deal with any claims **you** make on **your** insurance **policy**. The **insurers** will also be data controllers in relation to the data they receive from **us** and any additional data the **insurer** may collect about **you** when dealing with a claim. This means that the **insurers** are in charge of how they handle **your** data and **we** are not responsible for this.

Your insurer is set out in **your** **Schedule of Insurance**.

When **you** choose to add an additional product to **your** insurance **policy**, such as breakdown cover, **we** will also need to share **your** data with the supplier of the additional product to allow it to be provided.

You can find further information in the terms and conditions for each additional product.

If **you** pay for **your** **policy** by monthly instalments **you** will be taking out a credit agreement. **Your** credit arrangement will be provided by BFSL Limited, which is part of the BGL Group of Companies and which provides credit arrangements on **our** behalf. Data relevant to **your** credit agreement will be shared with BFSL Limited. BFSL Limited will also be a data controller of this data and will be responsible for how that data is processed.

Where do we get the data from?

From you

Most of the data that **we** process will be data that **we** collect from **you** directly when **you** request a quote. **We** will ask **you** various questions to collect the data **we** need for the purpose of **your** **policy**. **We** will not be able to provide a quote unless **you** answer the mandatory questions.

From Lloyds Banking Group

When **you** obtain a new quote from **us**, **we** will use **your** data to check if **you** have a previous relationship with the Lloyds Banking Group and obtain a relationship score. The score will be provided by Lloyds Bank, Lloyds Bank Insurance Services Limited or their agents. The score, if available, will relate to **your** financial conduct and account relationship with Lloyds Bank and other members of the Lloyds Banking Group and is intended to help **us** provide **you** with a competitive quote, now and at renewal and for research or analysis. This will be provided to **us** in the form of a relationship score and will not include any actual details of **your** account holdings or other data that the Lloyds Banking Group companies may hold about **you**.

From your use of our website and services

We also collect data about **you** based on **your** actions, for example **we** collect data about how and when **you** use **our** websites, or **our** services so that **we** can build up a picture of **you** as a customer. This can include information such as how many quotes **you** have obtained for insurance from **us**, mouse clicks/taps, mouse movements, page scrolling and text entered into forms. This helps **us** to provide **you** with a good service and to design improvements to **our** products and services (including changes to **our** website) but is also used to help **us** to prevent and detect fraud.

If **you** contact **us** electronically, **we** may collect **your** electronic identifier e.g. Internet Protocol (IP) address or telephone number supplied by **your** service provider. This information may be used by **us** and/or shared with and used by **insurers** to aid in the detection of fraud.

If **we** speak to **you** on the telephone **we** may record the telephone call. **We** do this so that **we** have an accurate record of **your** conversation with **us**. **We** also use this data for monitoring and quality control purposes and may use it for training purposes.

From price comparison sites

If **you** have been directed to **us** from a price comparison site then the price comparison site will have provided **us** with data that **you** entered in order to allow **us** to provide **you** with a quote.

When **you** purchase one of **our** policies through a price comparison site **we** will need to share some information with the price comparison site, for

example, information relating to whether the **policy** has been purchased or the status of the **policy**. **We** will also exchange information that is necessary to help resolve any queries or complaints.

Our service providers

We or **our insurers** will sometimes use third parties to process personal information on **our** behalf. Where third parties process **your** personal information on **our** behalf, **we** will have a contract in place with them placing obligations on them to keep **your** data secure and only use it for the purposes that **we** authorise.

The third parties that **we** use may include, for example, IT service providers, market research agencies and debt collection agencies or tracing agents appointed by **us**.

From other companies

As part of considering **your** quote, administering (including amending or renewing) **your** **policy** or dealing with any claims on **your** **policy**, **we**, **our insurers** and/or **our** credit providers will exchange information about **you** with other companies and/or carry out checks with various databases, which is standard practice in the insurance industry. **We** have set out below some of the common databases that may be checked.

DVLA

If **you** provide **your**, or any named driver's, driving licence number this will be passed to the DVLA, either by **us** or the **insurers** **we** work with, in order for a search to be carried out to confirm **your** (or any named driver's) licence status, entitlement and relevant restriction information and endorsement/conviction data.

Undertaking searches using **your** driving licence number helps **insurers** check information to prevent fraud and ensure **policy** premiums are fair.

A search with the DVLA will not show on **your** (or **your** named driver's) driving licence record.

For details relating to information held about **you** by the DVLA, please visit www.dvla.gov.uk

Credit searches

We and/or **our insurers** or credit provider(s) will carry out checks with credit reference agencies, including-

- checks against publicly available information such as the Electoral Register, County Court Judgments, bankruptcy or repossession information;
- checks against data relating to **your** credit history. If **you** enter into a credit agreement to pay for **your** **policy**, **we** may also pass to Credit Reference Agencies information **we** hold about **you** and **your** payment record with **us**. Credit Reference Agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud. **We** may ask Credit Reference Agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained and this together with other factors will be used to assess **your** application for a quote or a **policy**.

The credit reference agencies will keep a record of the search and **you** may see this recorded on your credit file whether or not **you** proceed with your quote. If **you** decide to take out a credit agreement, the search and details of your payment history with the credit provider will also be visible to other lenders. **You** can find out further information about how the Credit Reference Agencies collect and use personal data at www.callcredit.co.uk/crain which also provides you with details of how to contact the Credit Reference Agencies if **you** want to check the information they hold about **you**.

Claims and Underwriting Exchange and Other Registers and Databases

We, the **insurer** and/or the re-insurer exchange information with various databases and registers to help **us** check information provided, to detect and prevent crime or fraud and to obtain information about **your** no claims history. These may include the Claims and Underwriting Exchange Register, the Hunter Database, the Motor Insurance Anti-Fraud and Theft Register, the No Claims History Database and any other relevant industry databases or registers. Under the conditions of **your** **policy**, **you** must tell **us** about any incident (such as an accident or theft) which may give rise to a claim whether or not a claim is made. When **you** tell **us** about an incident, **we** or the **insurer** will pass this information to the registers and any other relevant registers.

Motor Insurance Database

Information relating to **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 DVLANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:-

- i. Electronic Licensing
- ii. Continuous Insurance Enforcement
- iii. Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- iv. The provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.

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

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on the MID **you** are at risk of having **your** vehicle seized by the Police. **You** can check that **your** correct registration number details are shown on the MID at www.askMID.com

Existing Data

We will check our existing records to see if you have held a policy or obtained a quote with us, or any of the brands BISL Limited administer, before. We will also share personal data with our other brands, Group Companies and insurers for these purposes. The credit providers we work with (as described in the "Who is processing your data?" section above) will also carry out checks against data that they hold on you if you have held a credit agreement with them or applied for credit with them before.

Checking and comparing this data helps **us** to assess **your** quote (including at renewal). This data will also be used for research and analysis in accordance with the section headed "What do we use your data for?" below.

Publicly available sources

We or **our insurers** use some open sources of data which are not personal data (such as information about particular geographic areas) and combine this with the personal data that **we** hold about **you** (such as **your** own address) in order to assess insurance risk and provide **you** with an accurate quote.

Providing data about other people

We will sometimes need **you** to provide **us** with data about other people, for example where another person is being added to the **policy** as a named driver. Where **you** give **us** data about someone else, **you** must make sure that **you** have made that person aware of this Privacy Policy. If **we** ask **you** to confirm **your** consent to certain data being processed, **you** are giving consent for **your** data and any relevant data relating to the other person to be processed. Where this privacy policy refers to "**your** data" this also includes data about anyone else named on the policy or whose data **you** provide **us** with.

What do we use your data for?

The data that **we** hold is used for the following purposes:-

Part 1 - Providing you with a quote and administering your policy

The personal data that **we** use for the purposes set out in this Part includes information **you** provide during **your** quote, information about previous or existing policies held by **us** or **our insurers**, identification information, information from credit reference agencies, **your policy** and payment history and behavioural information that **we** gather from **your** use of **our** website and how **you** manage **your policy**.

Providing you with a service

As **you** would expect, this data is used to provide **you** with the service **you** have requested, for example a quote or an insurance **policy**. When **you** take out a **policy**, **we** will continue to use **your** data to provide **you** with annual renewal quotes and where **we** can **we** will use the data to automatically renew **your policy** and continue to provide **you** with insurance cover. If **you** would prefer that **we** don't use **your** data to automatically renew **your policy** then **you** can opt out of the automatic renewal process by contacting **us**. This means **we** will still use **your** data to generate a renewal quote but **your policy** will not renew unless **you** tell **us** that **you** would like to accept the renewal quote. **You** can find more information about this in **your policy** documents.

Credit agreements and payments

Both **we** and the credit provider use this data (including data held in relation to our other brands) to help **us** build up a picture of you as a customer. This allows **us** to carry out more accurate assessments of you as a customer when

you apply for products with **us**, including creditworthiness assessments. It helps **us** to provide **you** with more relevant information such as making sure **we** show **you** the right content at the right time. **We** also use this information to help calculate **your** future quotes. This information will also be shared with **our** insurers for these purposes.

Data will also be used by **us** or your credit provider (if applicable) to administer any payments due under your policy and this will include (where necessary) sharing data relating to your payments with credit reference agencies, debt collection agencies or any financial organisations such as banks or payment providers for purposes connected with payment processing, refunds, funding or associated services. If **you** have taken out credit **you** can find further information within the credit agreement.

Additional information about your circumstances

If **you** let **us** know that **you** have any accessibility requirements or any circumstances which may impact the service **we** provide to **you**, **we** will keep a record of the information **you** provide so that **we** can provide an appropriate service to **you** for example if **you** tell **us** that **you** need documents in an alternative format. Where **we** can, and if **we** feel it is appropriate, **we** may also pass this information to **our** suppliers or partners to ensure that they can also provide an appropriate service to **you**.

Data protection law says that **we** have to tell **you** the legal basis on which **we** process **your** personal data.

In relation to personal data used for the purposes described in this Part 1, **we** process this data because it is necessary to perform the contract that **we** have in place with **you** to provide **you** with the quote or the **policy** that **you** have requested.

Part 2 – Fraud Prevention

In order to prevent and detect fraud **we**, the credit provider and/or the insurer or the re-insurer may use the personal data set out above at any time to undertake searches to prevent fraud and money-laundering and to verify **your** identity. This will include checking or sharing **your** details with credit reference agencies and fraud prevention agencies.

If false or inaccurate information is provided or if **we** or a fraud prevention agency determine that **you** pose a fraud or money laundering risk, **we** may refuse to provide the services and/or financing **you** have requested and **we** may stop providing existing services to **you**.

A record of any fraud or money laundering risk will be retained by the fraud prevention agencies and which may be checked by other organisations for example when: checking details on applications for credit and credit related or other facilities; managing credit and credit related credit accounts or facilities; recovering debt and tracing beneficiaries; checking details on applications for new products and dealing with claims for all types of insurance. This may result in others refusing to provide services, financing or employment to **you**.

Fraud prevention agencies can hold **your** personal data for different periods of time, and if **you** are considered to pose a fraud or money laundering risk, **your** data can be held by them for up to six years.

In relation to personal data used for the purposes described in this Part 2, **we** process this data because **we** have a legitimate business interest in carrying out these activities to protect against fraud and because there is a substantial public interest in preventing and detecting crime including fraud.

Part 3 – Other Uses of Data

Marketing

From time to time **we** will ask **you** when **you** request **your** quote whether **you** would like to receive marketing material from **us**. Where **you** do tell **us** **you** are happy to receive this material, **we** will use **your** postal address, email address and telephone number to send **you** marketing materials by post, email, telephone call or SMS. **We** do not pass **your** data to third parties for marketing purposes.

Where **we** have asked **you** about **your** marketing preferences, **you** can change **your** mind at any time by logging into **your** Self Service Centre and updating **your** preferences. Where **we** do send **you** any marketing emails **you** can also unsubscribe from emails by clicking on the unsubscribe link or by contacting **us**.

If **you** tell **us** **you** don't want to receive marketing or if **we** don't ask **you** about **your** marketing preferences, it means that **your** data will not be used for marketing.

This will not impact any communications that **we** need to send **you** for the purpose of **your policy**, for example communications about **your** renewal, updates about **your policy** or information about any quotes **we've** provided to **you**.

We use the data **we** hold to help **us** understand **our** customer demographic, to help **us** improve the services that **we** provide to **you** and to help **us** target **our** advertising and marketing so that **we** show customers adverts or marketing which may be more relevant to them. **We** may sometimes work with carefully selected third parties to do this for example using advertising services provided by organisations such as Google and Facebook and may share data with them to carry out this research and analysis, however will not sell **your** data to third parties for them to market to **you**.

Market Research

From time to time **we** may want to use **your** postal address, email address and/or telephone number to contact **you** to assist **us** with **our** research by asking **you** a few questions about the service **you** have received or by asking if **you** would like to complete a review of **our** services. **We** may sometimes ask market research companies to contact **you** on **our** behalf.

If **you** would prefer **us** not to contact **you** for market research purposes then **you** can let **us** know by contacting **us**.

Research and Analysis Activities

We use data relating to **your** quotes or **your policy**, including **your** claims history, to carry out various research and analysis activities to help **us** to regularly review and improve the products and services **we** provide and carry out research relating to underwriting, claims and pricing. **We** also share this data with **our insurers** to enable them to use this data for these purposes. Where possible, data will be shared on an anonymised basis. The data will not be used to make any decisions that will affect **you** or any other individual.

We also use the data that **we** collect about **you** through **your** website usage to carry out research and analysis into usage and activities on **our** website to enable **us** to continue to improve **our** website and **our** products and services.

In relation to personal data used for the purposes described in this Part 3, **we** process this data because **we** have a legitimate business interest in carrying out these activities to promote and improve **our** business. **We** have ensured appropriate safeguards to protect **your** rights when processing this data for these purposes.

Part 4 - Special Personal Data and Criminal Convictions

In order to provide **your** quote and administer **your policy** **we** may ask **you** to provide data which data protection law classifies as "special personal data". This includes information about **your** health (such as any medical conditions) or information relating to criminal convictions or alleged or actual criminal offences.

Where **we** collect special personal data and criminal conviction or offence data to provide **you** with **your** quote and **your policy**, **we** process this data because it is in the substantial public interest to do so for the purposes of advising on, arranging, underwriting or administering an insurance contract.

It may also be necessary for **us** to retain a copy of any special personal data and criminal conviction or offence data for the purpose of making or defending claims or preventing or detecting crime, including fraud.

How long do we keep data?

We'll only keep **your** personal data as long as **we** need it and ensure it is securely destroyed when it is no longer required. **We** do however need to keep certain data after **your policy** has ended for certain periods as detailed below.

Generally, if **you** take out a **policy** with **us**, **you** can expect **us** to keep **your** data for a period of 10 years following the end of **your policy** unless there is a requirement for **us** to keep the data for longer, for example if there are any ongoing queries or claims relating to the **policy**.

We keep data for these periods as it plays an important part in allowing **us** to undertake fraud detection and prevention activities, allows **us** to deal with any queries or complaints that may arise regarding the quote and allows **us** to carry out research and analysis to help **us** improve **our** products and services (as described in the section headed "What do we use your data for?").

Overseas Transfer of Data

We may use **third party** suppliers to process personal data about **you**. Some of these suppliers may be located in countries outside the UK which may not have equivalent laws in place to protect **your** personal data. For example, **we** use **third party** software suppliers to process data such as **your** IP address and email address. **Our insurers** may also process personal data in countries outside the UK which may not have equivalent laws in place to protect **your** personal data. **Our insurers** are data controllers in respect of any such processing.

Whenever **we** do use third party suppliers to process personal data about **you** outside the UK **we** will ensure that **your** personal data is kept securely, is only used for the purposes set out in this Privacy Policy and is afforded equivalent protection as it would be if it were processed in the UK. **We** do this through various mechanisms, for example making sure that European Commission approved contractual clauses are in place with the supplier or ensuring that suppliers who process personal data in the USA are signed up to the Privacy Shield arrangement. If **you** would like any further information please contact **us** using the details in the "Contacting Us" section.

Your Rights

Data protection law gives **you** various rights in relation to **your** personal data. All the rights set out below can be exercised by contacting **us** using the contact details set out under the "Contacting us" section below. Those rights include:-

- You** have the right to ask **us** to provide a copy of the personal data that **we** hold about **you**. This is called a Data Subject Access Request or "DSAR".

You can access information about **your policy** and **your policy** documents by logging into **your** Self Service Centre. If **you** want to receive other personal data that BISL Limited holds then please contact **us** using the contact details below. When contacting **us** please describe the information **you** require and include the following: **your** full name, **your** date of birth, **your** full address and your quote/**policy** number. For security purposes **we** may need to ask **you** for further information to verify **your** identity. If **you** require information sending to different contact details to those held on **your policy** please include a copy of **your** passport or driving licence and proof of address such as a recent utility bill to assist **us** in verifying **your** identity. **We** might also need to ask **you** for additional information to help **us** locate the data that **you** are looking for.

Once **we** have all the information that **we** need to process **your** DSAR, **we** will respond within one month unless **your** DSAR is very large or complex, in which case **we** may need to extend this period. If **we** need to do this **we** will let **you** know.

If **you** want to make a DSAR in relation to personal data that is held by the insurer of **your policy** then **you** will need to contact the insurer directly. **You** can find their details in **your policy** documents.

If **you** want to make a DSAR in relation to personal data that is held by Bank of Scotland, then **you** will need to contact them directly. Their details can be found in their Privacy Policy at www.bankofscotland.co.uk.

- You** have the right to ask **us** to correct inaccurate personal data that **we** hold about **you**. If **you** think any of **your** personal data is inaccurate, please contact **us** and, provided **we** can verify **your** identity and are satisfied as to the accuracy of the correction requested, **we** will correct the relevant personal data as soon as **we** can.
- You** have the right to request that **we** provide a copy of **your** personal data in a machine readable format or to ask **us** to send **your** personal data to another company. This applies to personal data that **you** have provided to **us**, which **we** have processed electronically, such as data **you** entered on **our** website when **you** obtained a quote.
- You** also have the right to ask **us** to delete personal data that **we** hold about **you**. **We** are obliged to delete personal data in some circumstances, such as where it is no longer needed. However, data protection laws allow **us** to keep the personal data if **we** need to, for example if the data is needed to allow **us** to administer **your policy** or if the data is needed for fraud prevention. In any case, **we** will retain **your** personal data in line with the retention periods detailed under "How long do we keep data?" above.
- You** have the right to ask **us** not to do anything with **your** personal data except store it in limited circumstances, such as if **you** and **we** do not agree on the accuracy of personal data and steps are required to validate it.
- You** have the right to object to **us** processing certain personal data about **you**. For example, **you** can ask **us** to stop processing data for marketing or market research purposes. However, where **we** need to continue to process the personal data, for example to administer **your policy** or for fraud prevention purposes, **we** are not obliged to stop processing it.
- You** have the right to ask to review significant decisions that **we** have made about **you** wholly by automated means. The nature of the quotes that **we** provide to **you** means that **we** have to use this kind of automated decision making in relation to **your** personal data (including special categories of personal data) to assess **your** quotes. This means that **our** computers will consider lots of different pieces of information about **you** and about the **policy** **you** have requested (such as information about **your** vehicle) in order

to calculate whether or not **we** are able to offer **you** a quote, at what price this should be and whether **we** can offer **you** a credit agreement to pay for **your** premium. Automated decision making will be used when **you** request a quote, when **we** are considering whether **we** can offer **you** a renewal quote and also if any changes are made to **your policy**. We may also use automated decision making to decide if you pose a fraud or money laundering risk. If **you** ask **us** to review the decision, **we** will make sure that it is examined by a human and **we** will confirm the outcome to **you**. This does not necessarily mean that the decision will be changed.

Contacting us about data

If **you** would like to contact **us** about any of **your** data rights set out under "Your Rights" above, then please contact datarequest@bglgroup.co.uk or write to Data Requests, BGL Customer Services, Fusion House, Bretton Way, Bretton, Peterborough PE3 8BG. You can use these details to contact BISL Limited, BFSL Limited or ACM ULR Limited which are all part of the BGL Group of Companies.

If **you** have any other queries or concerns about this Privacy Policy, or if **you** would like to contact the Data Protection Officer, for BISL Limited, BFSL Limited or ACM ULR Limited, **you** can email DPO@bglgroup.co.uk or write to the Data Protection Officer at Pegasus House, Bakewell Road, Orton Southgate, Peterborough, PE2 6YS. Please make sure **you** include details of the product and brand that **you** are contacting the Data Protection Officer about in **your** email or letter.

If **you** would like to contact the Data Protection Officer for Bank of Scotland, then please refer to their Privacy Policy for contact details.

Discussing your policy and making changes

For security, **we** will only discuss the **policy** with, or allow changes to be made, by the **policyholder** or someone named on the **policy** unless **you** have told **us** otherwise or the **third party** is able to provide confirmation that they have authority to act on **your** behalf (for example under a Power of Attorney). If **you** don't want **us** to accept instructions from someone named on **your policy** then **you** can let **us** know. However, please be aware that **we** may still need to discuss with them any matters that directly concern them, for example, where they are insured on the **policy** and details of the information about them that is held in relation to the **policy**.

Information Commissioner's Office

If **you** have a complaint regarding how **your** personal data has been processed by **us** then please contact **us** first using **our** complaints procedure set out in **your policy** documents.

You also have the right to complain to the Information Commissioner's Office, which regulates data protection compliance. **You** can find more information by visiting their website www.ico.org.uk