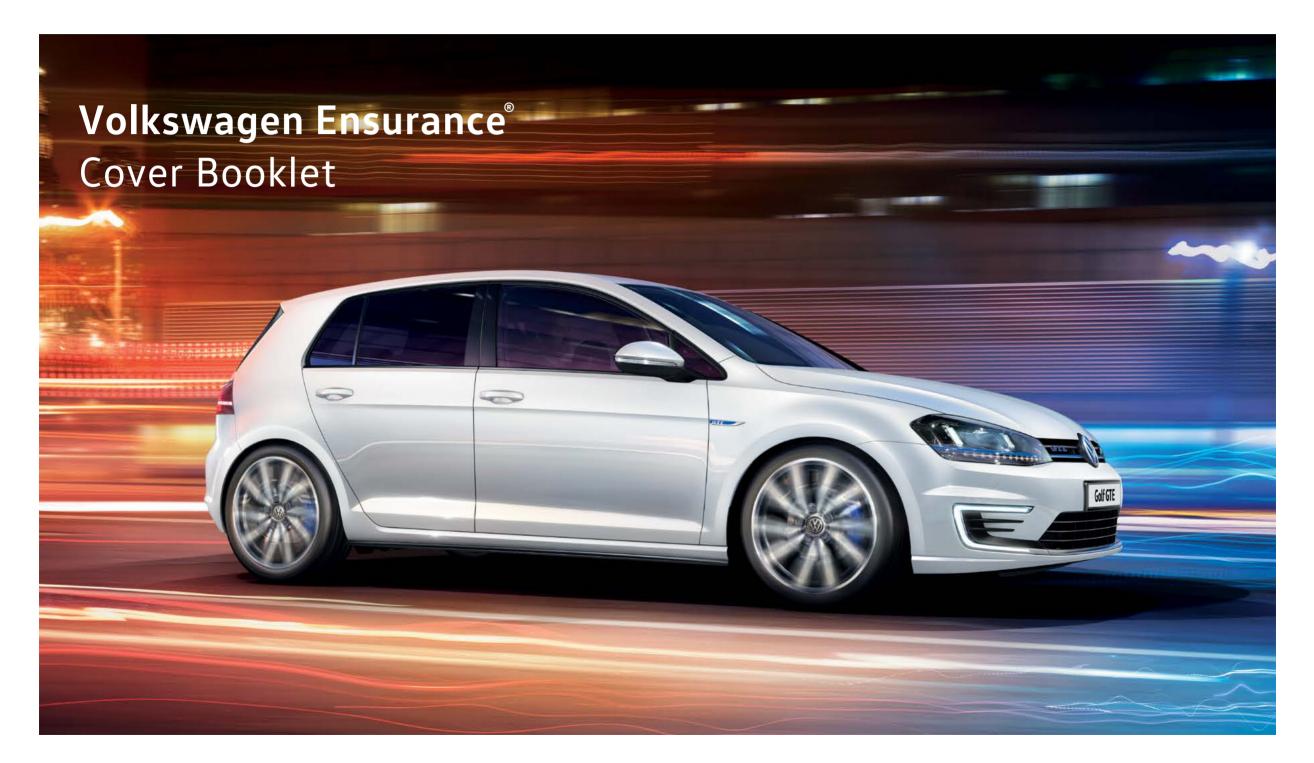
## Volkswagen Financial Services

Finance. Insurance. Fleet. Mobility.





Welcome | What to do if you have an accident | What Ensurance covers | Conditions of your Ensurance policy | Section 1 – Incident management | Section 2 – Repair guarantee | Section 3 – Legal expenses | General conditions | Important information

## Welcome

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

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

## Why Ensurance?

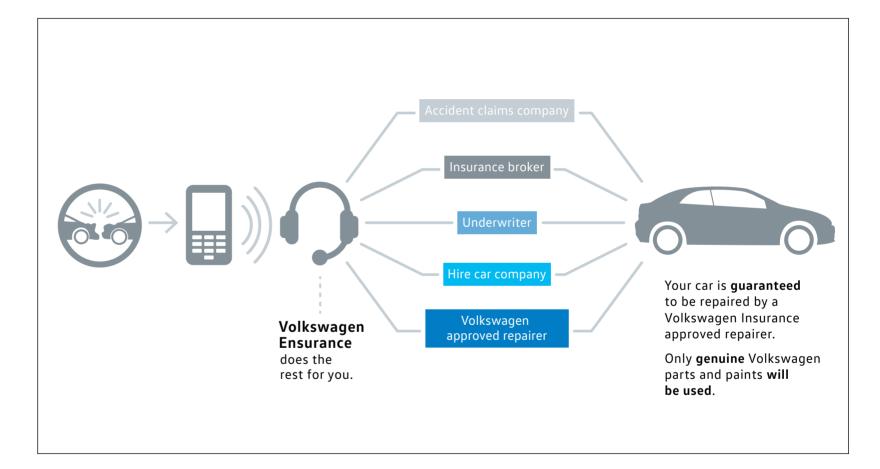
The service customers receive from different insurance and repair companies after they have been involved in an accident can vary significantly. After an accident, we know how important it is to get your claim resolved properly and any damage repaired to Volkswagen standards. That's where Ensurance comes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

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

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

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

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



## What to do if you have an accident

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

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

# Report a claim by calling: 0333 043 3781

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

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

Or you can use our **Volkswagen Insurance** app to notify us of your claim. The app is available on iOS from the <u>App Store</u>, or on Android from the <u>Google Play Store</u>.

## If you have an accident

- always stop and make sure you and your passengers are safe
- if anyone is injured or the accident is blocking the road, call the emergency services
- if you think your vehicle is unsafe to drive, call us and we will arrange for your vehicle to be recovered
- · do not accept blame or admit liability for the accident

- advise us of the following details as soon as you can:
- the registration number of any other vehicle(s) involved in the accident
- name, address, contact number and insurance details from any driver(s) who you think is responsible for causing the accident. Under the terms of the Road Traffic Act 1988 you must also provide the same details to anyone who holds you responsible and
- the name, contact number and address of anyone who witnessed the accident.



## What Ensurance covers – at a glance

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

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

## Significant features and benefits of the policy

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

## How long does the Ensurance cover last?

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

## death or injury to you whilst getting into or out of the vehicle. Significant conditions and exclusions of the policy

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

## **Conditions of your Ensurance policy**

## Important notice

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

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

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

## **Meanings of words**

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

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

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

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

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

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

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

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

**Geographical limits** – United Kingdom (England, Scotland, Wales, Northern Ireland, Channel Islands and Isle of Man).

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

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

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

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

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

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

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

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

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

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

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

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

We, us, our – the insurer is UK General Insurance Limited on behalf of Great Lakes Insurance SE. All sections of the policy are administered by Lawshield UK Limited. UK General Insurance Limited is an agent of Great Lakes Insurance SE and in the matters of a claim act on behalf of Great Lakes Insurance SE.

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

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

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

### Section 1 – Incident management

### What is covered

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

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

They will:

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

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

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

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

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

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



Welcome | What to do if you have an accident | What Ensurance covers | Conditions of your Ensurance policy | Section 1 - Incident management | Section 2 - Repair guarantee | Section 3 - Legal expenses | General conditions | Important information

## Section 2 – Repair guarantee

## What is covered

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

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

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



## Section 3 – Legal expenses

### What is covered

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

- loss or damage to your vehicle
- loss or damage to any personal property owned by you whilst the property is in/on or attached to your vehicle or
- the death of or injury to you whilst in or getting into or out of your vehicle.

#### Specific conditions relating to Section 3 – Legal expenses

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

We will provide this cover as long as:

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

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

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

· Your representation

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

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

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

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

or

- making of an appeal.

Section 2 – Repair guarantee | Section 3 – Legal expenses | General conditions | Important information

## Section 3 – Legal expenses (cont)

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

#### Disputes relating specifically to legal representation

If there is a disagreement over presentation, acceptance, rejection, control or discontinuance of any claims or representation at proceedings, then at **your** written request, any such difference shall be decided by Counsel or a **Solicitor** who both **you** and **we** agree to. In the absence of agreement, they will be appointed by the President of the relevant Law Society of England or Wales or the President of the Law Society of Scotland, as appropriate. Both parties shall present such information relevant to their differences to Counsel or the **Solicitor** as he shall require and his decision shall be final and binding upon them. All costs of resolving the differences shall be met in full by the party against whom the decision is made, or as may be determined by the arbitrator.

#### Specific exclusions relating to Section 3 – Legal expenses

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

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

- if the estimated value of any damages for the injury **you** have suffered does not exceed the **Small claims limit**
- if we consider that you will not get a reasonable settlement or if any expected settlement is small compared to the time and expense involved
- if we have not agreed in writing to the legal costs and expenses
- claims which related to fines and penalties awarded against you by a criminal court
- if you withdraw from legal proceedings without our agreement
- legal costs and expenses where predictable costs have already been recovered by the solicitor
- if we are not told about the claim within 180 days of the date of loss or

We will not pay for travel expenses or compensation for being off work.

## **General conditions**

#### These conditions apply to all parts of the policy.

- In order to benefit from the services and insurance cover provided by your Ensurance policy you must have a valid motor insurance policy in force on the date of loss. You must be entitled to drive or use your vehicle in accordance with the provisions of your motor insurance policy and hold a full valid United Kingdom driving licence on the date of loss. Your motor insurance policy must be on a comprehensive basis and provide cover for the damage or loss that has occurred to your vehicle including but not limited to accidental or malicious damage and damage by fire and theft. Your motor insurance policy must also provide cover for the cause and circumstances that gave rise to the damage or loss.
- By contacting us to manage your incident you are giving us the authority to act on your behalf when contacting your motor insurer.
- After you submit a claim to us, we can take proceedings in your name (at our own expense and for our own benefit) to recover from anyone else, any payment we have made to you or on your behalf under this insurance.
- You must inform us of any incident as soon as reasonably possible after the date of loss.
- Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which your main residence is situated.
- If a claim is made which **you** or anyone acting on **your** behalf knows is false, fraudulent or exaggerated, **we** will not make any payment to **you** and cover under this insurance will end.
- If the Volkswagen approved OEM parts and paints required to repair your vehicle are no longer manufactured and available, the Volkswagen Insurance approved repairer will use suitable alternative non Volkswagen approved OEM parts and paints when repairing your vehicle.
- You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. 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 policy is invalid and that it does not operate in the event of a claim.

#### These exclusions apply to all parts of the policy.

This policy does not cover the following:

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

- any claim when the driver of your vehicle is intoxicated by alcohol or under the influence of drugs not prescribed by a registered medical practitioner;
- any excess you will have to pay towards any claim made on your motor insurance policy;
- any claim where the damage to your vehicle occurs outside of the geographical limits.
- Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority, terrorism.
- Any direct or indirect consequence of:
- Irradiation, or contamination by nuclear material; or
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted. For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

## Important information about us and our services

## Who provides Ensurance?

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

Ensurance from Volkswagen Financial Services is sold and administered by Lawshield UK Limited, registered in England and Wales company number 3360532. Registered office: Lawshield House, 850 Ibis Court, Lakeside Drive, Centre Park, Warrington, Cheshire, WA1 1RL. Underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

VWFS UK, LawShield UK Limited, UK General Insurance Limited and Great Lakes Insurance SE are not part of the same corporate group.

## **Getting in touch**

You can contact us using the following details:

Phone: 0333 043 3781

Email: customerservices@volkswagen-ensurance.co.uk

Web: www.insurewithvolkswagen.co.uk/contactus

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

# What to do if you are not satisfied with the cover or service provided

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

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

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

#### Phone: 0333 043 3781

Go on line to: <u>www.insurewithvolkswagen.co.uk/contactus</u>

#### Email: <a href="mailto:customerservices@volkswagen-ensurance.co.uk">customerservices@volkswagen-ensurance.co.uk</a>

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. You may contact the Financial Ombudsman Service at: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

#### Phone: 0300 123 9 123

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

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

### Who we are regulated by?

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

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

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

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

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

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

## How to cancel your Ensurance policy?

You may cancel your Ensurance policy at any time.

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

Section 2 - Repair guarantee | Section 3 - Legal expenses | General conditions | Important information

## Important information about us and our services (continued)

# Your protection under the Financial Services Compensation Scheme

Great Lakes Insurance SE, is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit.

Compensation is only available to commercial customers in limited circumstances.

Further information can be obtained from the Financial Services Compensation Scheme (FSCS) at <u>fscs.org.uk</u>, by emailing <u>enquiries@fscs.org.uk</u> or call 020 7741 4100.

### Use of data

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

- To provide you with the product and notify you about the features and operation of the product and/or service and/or important changes or developments to the product and service
- manage your account, including responding to your enquiries and complaints
- comply with audits
- carry out risk management
- carry out customer modelling, statistical and trend analysis, with the aim of developing and improving products and services
- manage claims and car repairs under your Ensurance policy

VWFS may share your information with other Volkswagen Group companies for audit purposes, risk management and to carry out customer modelling, statistical and trend analysis, with the aim of developing and improving products and services, to notify you of the Ensurance policy features and to comply with legal requirements. We will not disclose your information to anyone else except:

· where the law says we may or must do so

 to companies that provide services to VWFS and/or Lawshield to perform activities relating to your contract and/or to protect our rights and/or property

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

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

- at our website: www.insurewithvolkswagen.co.uk
- by contacting us at <u>DPO@vwfs.co.uk</u>

## **UK General Insurance Ltd privacy notice**

We are UK General Insurance Ltd, referred to as "we/us/our" in this notice. Our data controller registration number issued by the Information Commissioner's Officer is **Z7739575**.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as "you/your" in this notice.

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

#### Why do we process your data?

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

#### What information do we collect about you?

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

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

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

#### UK General's full privacy notice

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at <u>http://ukgeneral.com/privacy-</u><u>notice</u> or request a copy by emailing us at <u>dataprotection@</u> <u>ukgeneral.co.uk</u>.

Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

#### **Great Lakes Insurance SE information notice**

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. For more information, please visit <u>www.munichre.com</u>

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